NOTICE OF SPECIAL MEETING OF 3% UNSECURED CONVERTIBLE REDEEMABLE NOTES

AND

MANAGEMENT INFORMATION CIRCULAR

Meeting to be Held on
November 16, 2020

BESRA GOLD INC.
Suite 2, Parmelia House
Level 5, 191 St Georges Terrace
Perth WA 6000 Australia

BESRA GOLD INC.
Suite 2, Parmelia House
Level 5, 191 St Georges Terrace
Perth WA 6000 Australia

October 16, 2020

Dear Noteholders:

You are invited to attend a special meeting (the "**Meeting**") of the holders (**"Noteholders"**) of 3% unsecured convertible redeemable notes (the **"Notes**") of Besra Gold Inc. (the "**Company**" or "**Besra**") to be held virtually via live audio webcast available online using the LUMI meeting Platform on November 16, 2020, at 2:00 p.m. (Toronto time).

The Meeting is called to consider and, if deemed appropriate, to adopt, with or without amendment, the Noteholder Resolution regarding approval of restructuring of the Company and amendment to the terms of the Notes as more particularly described in the Information Circular accompanying this letter.

Besra Overview

The Company is a junior gold exploration company. The Company's single asset is the Bau Gold Project (the **"Project"**).

The Company has held an interest in the Project for some 12 years, and currently controls, directly or indirectly, 92.01% of the Project (87.06% on an equity-adjusted basis). Under the terms of existing agreements with its local partner, Gladioli Enterprises Sdn Bhd, Besra has the right to increase this interest to 98.5% by payment of additional deferred consideration.

The Project has been on care and maintenance in recent years due to the Company's funding limitations.

Over the period of 2010 to 2014, Besra expended more than AU$40 million on its exploration activities, which have resulted in a JORC compliant gold resource of over 3.0 million ounces (on a 100% owned basis). Besra has developed an exploration programme focused on infill and step-out drilling at the Pejiru and Jugan targets within the broader project area, which in the view of the Company's Board and management team offer the greatest potential for low cost additions to the existing JORC Resource. Besra intends to preferentially target mineralisation with higher gold grade endowment known by extensive geophysical surveys to occur along the 15 km strike length of Bau's mineralization corridor.

The Company previously held a portfolio of exploration and mining assets in the Philippines and Vietnam and its securities were traded on the Toronto Stock Exchange ("**TSX**") and Australian Securities Exchange ("**ASX**"). In Vietnam, the Company successfully developed and operated an open-pit and two underground gold mines and two processing plants. Unfortunately, the Company encountered challenging business conditions in Vietnam, including disputes with local authorities, eventually leading to the Company's withdrawal from that country and a deterioration in the Company's financial position. This resulted in insolvency proceedings, the issuance of a "cease trade order" (since lifted) in Canada and the suspension of trading on TSX and ASX.

The Company undertook a restructure of its balance sheet in 2016, led by natural resources investors Pangaea and Incor. Today, the Company is purely focused on the advancement of the Project.

On 1 November 2019, in circumstances of the Company's financial challenges and illiquidity, the Company's common shares ("**Shares"**) were cease traded by the Ontario Securities Commission as a result of failure to make certain regulatory filings. As at 31 March 2020 the Company had cash on hand of $10,154 and a working capital deficit of $15,419,203.

During the first half of 2020, in a market of improved gold prices and significantly improved prospects for the

gold mining industry, the Company embarked on a four part revitalization, restructuring and reorganization plan (the "**Reorganization**") which comprises:

1. **Securing a revocation of the cease trade order.** The revocation order was obtained on April 20, 2020.

2. **Obtaining financing to bridge a relisting of its Shares on a stock exchange**. On July 7, 2020 the Company announced it closed a AU$2,000,000 financing consisting of zero coupon secured convertible subordinated notes (the "**Bridge Notes**"), including the replacement of an existing C$500,000 secured convertible note, arranged through Canaccord Genuity (Australia) Limited. The Bridge Notes mature November 30, 2020 and are convertible at the option of the holder into Shares at a price of AUS$0.10 per Share, on a post consolidation basis and convert automatically upon the occurrence of a transaction resulting, directly or indirectly, in the relisting of the Common Shares on a specified stock exchange. As part of the Reorganization the Company proposes to seek an extension of the maturity date of the Bridge Notes to February 28, 2021 to align with the IPO deadline.

3. **Restructuring the Company's debt and equity capital** (the "**Capital Restructuring**"). A central component of the Capital Restructuring is approval of the Noteholders set forth under "Particulars of Matters to be Acted Upon" of the Circular and implementation of the amendment of the Term of Notes (the "**Note Amendment"**) in the form attached as Schedule A to the Circular. Other aspects of the Capital Restructuring are also described in the Circular.

4. Listing of the Shares via an initial public offering (the **"IPO"**) on the ASX. The Company intends to lodge a prospectus (the "**Prospectus"**) in connection with an initial public offering in Australia and listing of the Shares in the form of Chess Depositary Receipts ("**CDIs**") on the ASX prior to the IPO Deadline. Listing is subject to the Company fulfilling all of the requirements of the ASX and applicable securities regulators and raising the minimum subscription of AU$8,000,000 (the **Minimum Subscription**).

Following completion of the IPO, the Company's business model and strategy will involve two key components, as described below:

- Increase the Mineral Resource at the Project through exploration; and
- Update, enhance and build upon previous feasibility and scoping studies

Terms of the Notes

The Notes were issued to electing "Affected Creditors" of the Company in connection with an amended proposal dated March 13, 2016 under the *Bankruptcy and Insolvency Act (*Canada). A total of $ 47,485,886.26 principal amount of Notes were issued and outstanding as at the date hereof. The Notes are entitled to be voted at the Meeting on the basis of one (1) vote for each one thousand dollars ($1,000) of principal amount of each Note. The Notes were issued in identical certificated forms (the **"Form of Note**") and there is no indenture covering the series.

The Form of Note sets forth procedures governing meetings of Noteholders. Section 14(a)(i) of the Form of Notes permits the Company to convene a meeting of the Noteholders for such purposes as may be set out in the notice of meeting given by the Company and which purposes may include the power to approve any amendment or change whatsoever to any of the provisions of the Notes, the power to approve any scheme for the reconstruction or reorganization of the Company, and power to waive any provision under the Notes including any Event of Default or the compliance by the Company with any covenant thereunder and any modification, abrogation, alteration, compromise or arrangement of the rights of the holders of Notes against the Company or against its undertaking, property and assets or any part thereof. A resolution passed in accordance with the provisions of Section 14 of the Form of Note shall be binding upon all holders of Notes, whether present at or absent from such meeting or whether signatories thereto or not.

Proposed Note Amendment

The Noteholder Resolution to be presented is a component of, and precondition to, the IPO. The Capital Restructuring contemplates that, pursuant to the Note Amendment, the Notes will restructured as follows:

- Effective upon Closing, each CAD$1,000 principal amount of Notes will be automatically exchanged (the "**Debt Exchange**") for Units issued by the Company as described in Schedule A to the extent permissible under applicable laws.
- The Units will be issued in full satisfaction and payment of the Notes, including all accrued interest, and from and after the consummation of the Debt Exchange and thereafter the Notes shall represent solely the right to receive the applicable number of Units, or as provided in respect of Ineligible Noteholders (as described in the Circular).

On completion of the IPO, the share and debt capital of the Company will be as described in Schedule B to the Circular. If the Conditional Admission on the ASX does not occur by February 28, 2021 (the **IPO Deadline**), then the Note Amendment shall expire automatically, the Note Amendment shall cease to have affect and the Form of Notes shall revert to the terms in effect prior to approval of the Note Amendment.

If the Noteholder Resolution is not approved, the IPO will not be concluded, and the Company will not be in a position to service its indebtedness and it is expected that the secured creditors and Bridge Note holders are expected to realize on their respective securities.

Based on the current debt structure, if the secured creditors were to realize on their security, Noteholders would be left without any return.

As a consequence, if the Noteholder Resolution is not approved, and based on the current debt structure, if secured creditors were to realize on their securities by undertaking enforcement actions, the Noteholders should not expect any return on their original investment.

Rationale for Recommendation Of The Board

The board of directors of the Company believes that the market opportunity to fix the Company's current liquidity crunch due and relaunch its Project has arrived. The IPO and the Reorganization is the best alternative that has been uncovered for stakeholders of the Company to realize value. **Following a review and analysis of the Noteholder Resolution and consideration of other available alternatives the Board has unanimously determined that the Noteholder Resolution (and the transactions contemplated therein) is in the best interests of the Company and the Noteholders. The Board unanimously recommends that Noteholders vote in favour of the Noteholder Resolution**

Required Noteholder Actions

The process for submitting proxies and voting, and transmitting Notes for exchange into Units are described in the accompanying Circular. To be valid, any proxies must be received by Computershare Trust Company of Canada by not later than forty-eight (48) hours (exclusive of Saturdays, Sundays and statutory holidays) prior to the time of the Meeting or any postponement or adjournment thereof.

Yours Truly,

"John Seton"

John A. G. Seton
Chief Executive Officer and Director

NOTICE OF SPECIAL MEETING OF HOLDERS OF 3% UNSECURED CONVERTIBLE REDEEMABLE NOTES OF THE COMPANY TO BE HELD ON NOVEMBER 16, 2020

TAKE NOTICE that a special meeting (the "**Meeting**") of the holders ("**Noteholders**") of 3% unsecured convertible redeemable notes (the "**Notes"**) of Besra Gold Inc (the "**Company**") will be held virtually via live audio webcast available online using the LUMI meeting platform athttps://web.lumiagm.com/255308598, on November 16, 2020, at 2:00 p.m. (Toronto time), for the following purposes:

1. to consider and, if deemed appropriate, to adopt, with or without amendment, the Noteholder Resolution regarding approval of a reorganization of the Company and amendment to the terms of the Notes as more particularly described in the Information Circular accompanying this Notice of meeting; and

2. to transact such other business as may properly be brought before the Meeting or any adjournment thereof.

Information relating to the matters to be brought before the Meeting is set forth in the Information Circular accompanying this Notice of Meeting.

DATED as of the 16th day of October, 2020.

BY ORDER OF
THE BOARD OF DIRECTORS

"John Seton"

John A. G. Seton
Chief Executive Officer & Director

IMPORTANT

The record date for the Meeting has been fixed at the close of business on October 16, 2020 (the "**Record Date**"). Only Noteholders of record as at the Record Date are entitled to receive notice of the Meeting. Noteholders of record will be entitled to vote those Notes included in the list of Noteholders, prepared as at the Record Date, unless any Noteholder transfers Notes after the Record Date and the transferee of those Notes, having produced properly endorsed certificates evidencing such Notes or having otherwise established that the transferee owns such Notes, demands, at least ten days before the Meeting, that the transferee's name be included in the list of Noteholders entitled to vote at the Meeting, in which case such transferee shall be entitled to vote such Notes at the Meeting.

If you are a registered holder of Notes and are unable to attend the Meeting or any adjournment thereof in person, If you are a Noteholder, whether or not you are able to be present at the Meeting, you are requested to vote following the instructions provided on the Proxy using one of the available methods. In order to be effective, proxies must be received by Computershare Investor Services Inc. prior to 2:00 p.m. (Toronto time) on November 12, 2020 (or, in the event that the Meeting is adjourned or postponed, no later than 48 hours (excluding Saturdays, Sundays and holidays in the Province of Ontario) before the adjourned or postponed Meeting) at the following address:

By Hand, by Courier or by Registered Mail:

Computershare Investor Services Inc.
8th Floor,
100 University Avenue Proxy Department
Toronto, Ontario
M5J 2Y1

The time limit for deposit of proxies may be waived or extended by the Chair of the Noteholders' Meeting at his or her discretion, without notice.

BESRA GOLD INC.

Suite 2, Parmelia House
Level 5, 191 St Georges Terrace
Perth WA 6000 Australia

INFORMATION CIRCULAR

PURPOSE OF SOLICITATION

THIS INFORMATION CIRCULAR IS FURNISHED IN CONNECTION WITH THE SOLICITATION OF PROXIES BY THE MANAGEMENT OF BESRA GOLD INC. (THE "COMPANY" OR "BESRA")) for use at a special meeting (the "Meeting") of holders ("Noteholders") of 3% unsecured convertible redeemable notes (the "Notes") of the Company to be held virtually via live audio webcast available online using the LUMI meeting platform at https://web.lumiagm.com/255308598, on November 16, 2020, at 2:00 p.m. (Toronto time), and at any adjournment thereof for the purposes set out in the accompanying notice of meeting. Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by telephone or email by directors or officers of the Company. Pursuant to National Instrument 54-101 - *Communication With Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), arrangements have been made with clearing agencies, brokerage houses and other financial intermediaries to forward proxy solicitation materials to the beneficial owners of Notes. The cost of any such solicitation will be borne by the Company.

Whether or not Noteholders are able to be present at the Meeting, you are requested to vote following the instructions provided on the form of proxy using one of the available methods. In order to be effective, proxies must be received by Computershare prior to the 2:00 p.m. (Toronto time) on November 12, 2020 (or, in the event that the Meeting is adjourned or postponed, no later than 48 hours (excluding Saturdays, Sundays and holidays in the Province of Ontario) before the adjourned or postponed Meeting) (the "**Proxy Deadline**") at the following address:

By Hand, by Courier or by Registered Mail:

Computershare Investor Services Inc.
8th Floor, 100 University Avenue
Proxy Department
Toronto, Ontario M5J 2Y1

The time limit for deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion, without notice. If Noteholders have any questions about obtaining and completing proxies they should contact Computershare at 1-800-564-6253 within North America or 1-514-982-7555 outside North America.

Registered Noteholders may also vote as described below under "Participation at Virtual Meeting".

VOTING OF PROXIES

All Notes represented at the Meeting by properly executed proxies will be voted and, where a choice with respect to any matter to be acted upon has been specified in the instrument of proxy, the Notes represented by such proxy will be voted in accordance with such specifications. **IN THE ABSENCE OF ANY SUCH SPECIFICATIONS, THE MANAGEMENT DESIGNEES, IF NAMED AS PROXY, WILL VOTE IN FAVOUR OF ALL THE MATTERS SET OUT HEREIN**.

THE ENCLOSED INSTRUMENT OF PROXY CONFERS DISCRETIONARY AUTHORITY UPON THE MANAGEMENT DESIGNEES, OR OTHER PERSONS NAMED AS PROXY, WITH RESPECT TO AMENDMENTS TO OR VARIATIONS OF MATTERS IDENTIFIED IN THE NOTICE OF MEETING AND ANY OTHER MATTERS WHICH MAY PROPERLY COME BEFORE THE MEETING, INCLUDING,

FOR GREATER CERTAINTY ANY SUPERIOR PROPOSAL TO NOTEHOLDERS RECOMMENDED BY THE BOARD OF DIRECTORS OF THE COMPANY. AT THE DATE OF THIS INFORMATION CIRCULAR, THE CORPORATION IS NOT AWARE OF ANY AMENDMENTS TO, OR VARIATIONS OF, OR OTHER MATTERS WHICH MAY COME BEFORE THE MEETING. IN THE EVENT THAT OTHER MATTERS COME BEFORE THE MEETING, THE MANAGEMENT DESIGNEES INTEND TO VOTE IN ACCORDANCE WITH THE DISCRETION OF THE MANAGEMENT DESIGNEES.

Proxies, to be valid, must be delivered to the attention of **Computershare Investor Services Inc. 8th Floor, 100 University Avenue Proxy Department Toronto, Ontario M5J 2Y1** by not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting or any adjournment thereof. A proxy is valid only at the meeting in respect of which it is given or any adjournment(s) of that meeting. Registered Noteholders may also vote as described under "Participation at Virtual Meeting".

APPOINTMENT OF PROXY

A NOTEHOLDER HAS THE RIGHT TO DESIGNATE A PERSON (WHO NEED NOT BE A NOTEHOLDER OF THE CORPORATION) OTHER THAN JOHN SETON, CHIEF EXECUTIVE OFFICER, OR FAILING HIM, JOHN GLEN, CHIEF FINANCIAL OFFICER, THE MANAGEMENT DESIGNEES, TO ATTEND AND ACT FOR THE NOTEHOLDER AT THE MEETING. Such right may be exercised by inserting in the blank space provided in the accompanying form of proxy the name of the person to be designated and deleting the names of the management designees, or by completing another proper instrument of proxy and, in either case, depositing the instrument of proxy with Computershare Investor Services Inc.8th Floor, 100 University Avenue Proxy Department Toronto, Ontario M5J 2Y1 the 2:00 p.m. (Toronto time) at any time, not later than on November 12, 2020 (or, in the event that the Meeting is adjourned or postponed, no later than 48 hours (excluding Saturdays, Sundays and holidays in the Province of Ontario) before the adjourned or postponed Meeting) (the "**Proxy Deadline**").

Registered noteholders who wish to appoint a third party proxyholder to represent them at the online meeting must submit their proxy form prior to registering their proxyholder. Registering the proxyholder is an additional step once a noteholder has submitted their proxy form. Failure to register a duly appointed proxyholder will result in the proxyholder not receiving a Username to participate in the meeting. To register a proxyholder, noteholder MUST visit https://www.computershare.com/BesraGold by November 12, 2020 at 2.00 pm EST and provide Computershare with their proxyholder's contact information, so that Computershare may provide the proxyholder with a Username via email.

REVOCATION OF PROXIES

A Noteholder who has given a proxy may revoke it as to any matter upon which a vote has not already been cast pursuant to the authority conferred by the proxy (i) by depositing an instrument in writing executed by such Noteholder or by an attorney authorized in writing, or, if the Noteholder is a corporation, by a duly authorized officer or properly appointed attorney thereof, with Computershare at any time up to 12:00 p.m. (Toronto time) on the last Business Day preceding the date of the Meeting, or any adjournment or postponement thereof, (ii) with the Secretary of the Meeting on the day of the applicable Meeting; or (iii) in any other manner permitted by Law.

In addition, a proxy may be revoked by the Noteholder executing another form of proxy bearing a later date and depositing same at the offices of the Company within the time period set out under the heading "Voting of Proxies", or by the Noteholder personally attending the Meeting and voting its Notes.

ADVICE TO BENEFICIAL HOLDERS OF NOTES

The information set forth in this section is of significant importance to Noteholders who do not hold Notes in their own name. Noteholders who do not hold their Notes in their own name (referred to

in this Information Circular as "**Beneficial Noteholders**") should note that only proxies deposited by Noteholders whose names appear on the records of the Company as the registered holders of Notes can be recognized and acted upon at the Meeting. If Notes are listed in an account statement provided to a Noteholder by a broker, then, in almost all cases, those Notes will not be registered in the Noteholder's name on the records of the Company. Such Notes will likely be registered under the name of the Noteholder's broker or an agent of that broker. In Canada, such securities are typically registered under the name of CDS & Co. (the nominee of The Canadian Depository for Securities Limited, which acts as depositary for many Canadian brokerage firms). Notes held by brokers or their agents or nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Noteholder. Without specific instructions, a broker and its agents and nominees are prohibited from voting securities for the broker's clients. **Therefore, Beneficial Noteholders should ensure that instructions respecting the voting of their Notes are communicated to the appropriate person**.

Applicable regulatory rules require intermediaries/brokers to seek voting instructions from Beneficial Noteholders in advance of Noteholders' meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Noteholders in order to ensure that their Notes are voted at the Meeting. Often, the form of proxy supplied to a Beneficial Noteholder by its broker (or the agent of the broker) is identical to the form of proxy provided to registered Noteholders. However, its purpose is limited to instructing the registered Noteholder (the broker or agent of the broker) how to vote on behalf of the Beneficial Noteholder. The majority of brokers delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically prepares a Voting Information Form ("**VIF**") and mails the VIF to the Beneficial Noteholders and asks Beneficial Noteholders to return the VIF to Broadridge. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Notes to be represented at a meeting. **A Beneficial Noteholder receiving a VIF from Broadridge cannot use that VIF to vote Notes directly at the Meeting. The VIF must be returned to Broadridge well in advance of the Meeting in order to have the Notes voted at the Meeting.**

Although a Beneficial Noteholder may not be recognized directly at the Meeting for the purposes of voting Notes registered in the name of its broker (or an agent of the broker), a Beneficial Noteholder may attend at the Meeting as proxyholder for the registered Noteholder and vote the Notes in that capacity. Beneficial Noteholders who wish to attend the Meeting and indirectly vote their Notes as proxyholder for the registered Noteholder should enter their own names in the blank space on the VIF provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting.

Pursuant to NI 54-101, the Company has distributed copies of proxy-related materials in connection with this Meeting (including this Information Circular) indirectly to all Beneficial Noteholders. The Corporation is not relying on the notice and access delivery procedures outlined in NI 54-101 to distribute copies of the proxy-related materials in connection with the Meeting.

The Corporation will not be paying for intermediaries to deliver to OBOs (who have not otherwise waived their right to receive proxy-related materials) copies of the proxy-related materials and related documents. Accordingly, an OBO will not receive copies of the proxy-related materials and related documents unless the OBO's intermediary assumes costs of the delivery.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING INFORMATION AND STATEMENTS AND CURRENCY

This Circular includes or incorporates by reference certain statements that are “forward-looking statements” and/or “forward-looking information”, which include future oriented financial information, within the meaning of the “safe harbor” provisions of the United States Private Securities Litigation Reform Act of 1995 and Canadian securities laws (collectively, “forward-looking statements”). All statements, other than statements of historical fact, which address activities, events or developments

that the Company believes, expects or anticipates will or may occur in the future are forward-looking statements. Forward-looking statements contained in this Circular include, but are not limited to, statements with respect to anticipated developments in the Company's continuing and future operations, the adequacy of the Company's financial resources and financial projections; the ability to raise capital to fund ongoing operations; the ability to have the Company's equity securities listed on a recognized stock exchange; statements concerning or the assumptions related to the estimation of mineral resources, methodologies and models used to prepare resource estimates; the conversion of mineral properties to resources; the potential to expand resources; future exploration budgets, plans, targets and work programs; development plans; activities and timetables; grades; metal prices; exchange rates; results of drill programs; environmental risks; political risks and uncertainties; unanticipated reclamation expenses; statements about the Company's plans for its mineral properties; acquisitions of new properties and the entering into of options or joint ventures; and other events or conditions that may occur in the future.

Forward-looking statements are frequently, but not always, identified by words such as "expects," "anticipates," "believes," "intends," "estimated," "potential," "possible" and similar expressions, or statements that events, conditions or results "will," "may," "could" or "should" occur or be achieved. Forward-looking statements are statements concerning the Company's current beliefs, plans and expectations about the future and are inherently uncertain, and actual achievements of the Company or other future events or conditions may differ materially from those reflected in the forward-looking statements due to a variety of risks, uncertainties and other factors, including, without limitation, the risks that: (i) any of the assumptions in the resource estimates turn out to be incorrect, incomplete, or flawed in any respect; (ii) the methodologies and models used to prepare the resource estimates either underestimate or overestimate the resources due to hidden or unknown conditions; (iii) operations are disrupted or suspended due to acts of god, internal conflicts in-country, unforeseen government actions or other events; (iv) the Company experiences the loss of key personnel; (v) the Company's mine operations are adversely affected by other political or military, or terrorist activities; (vi) the Company becomes involved in any material disputes with any of its key business partners, lenders, suppliers or customers; or (vii) the Company is subjected to any hostile takeover or other unsolicited attempts to acquire control of the Company. Other factors that could cause the actual results to differ materially from current expectations include market prices, exploration success, continued availability of capital and financing, inability to obtain required regulatory approvals and general market conditions. These forward-looking statements are based on a number of assumptions, including assumptions regarding general market conditions, the timing and receipt of regulatory approvals, the ability of the Company and other relevant parties to satisfy regulatory requirements, the availability of financing for proposed transactions and programs on reasonable terms and the ability of third-party service providers to deliver services in a timely manner. The Company's forward-looking statements are based on the beliefs, expectations and opinions of management on the date the statements are made, and the Company assumes no obligation to update such forward-looking statements in the future, except as required by law. There can be no assurance that such statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. For the reasons set forth above, investors should not place undue reliance on the Company's forward-looking statements

Unless expressly stated otherwise, all references in this Circular to:

- "AU$" are references to Australian currency;
- "US$" are references to United States currency; and
- "$" or "C$" are to Canadian currency.

VOTING NOTEHOLDERS AND PRINCIPAL HOLDERS THEREOF

The Notes were issued to electing "Affected Creditors" of the Company in connection with an amended proposal dated March 13, 2016 under the *Bankruptcy and Insolvency Act (*Canada). A total of $ 47,485,886.26 principal amount of Notes were issued and outstanding as at the close of business on the Record Date. The Notes are entitled to be voted at the Meeting on the basis of one (1) vote for each one thousand dollars ($1,000) of principal amount of each Note. The Notes were issued in identical certificated forms (the **"Form of Note**") and there is no indenture covering the series. For the purpose of

vote counting, the portion of registered Noteholder's aggregate Note holding that is less than $1,000 shall be considered a fractional vote (for example, a Note of having principal amount of $1,600 shall represent 1.6 votes).

The Form of Note sets forth procedures governing meetings of Noteholders. Section 14(a)(i) of the Form of Notes permits the Company; to convene a meeting of the Noteholders for such purposes as may be set out in the notice of meeting given by the Company and which purposes may include power to approve any amendment or change whatsoever to any of the provisions of the Notes and any modification, abrogation, alteration, compromise or arrangement of the rights of the holders of Notes against the Company or against its undertaking, property and assets or any part thereof; the power to approve any scheme for the reconstruction or reorganization of the Company, and power to waive any provision under the Notes including any Event of Default or the compliance by the Company with any covenant thereunder.

A resolution passed in accordance with the provisions of Section 14 of the Form of Note shall be binding upon all holders of Notes, whether present at or absent from such meeting or whether signatories thereto or not.

The Noteholders of record at the close of business on the record date, set by the directors of the Company to be October 16, 2020 (the "**Record Date**"), are entitled to vote such Notes at the Meeting, except to the extent that:

(a) such person transfers its Notes after the Record Date; and

(b) the transferee of those Notes produces properly endorsed debenture certificates or otherwise establishes its ownership of the Notes, and makes a demand to the Company, not later than ten (10) days before the Meeting, that its name be included on the Noteholder' list, in which case the transferee would be entitled to vote such Notes at the Meeting.

The Form of Note provides that any resolution considered before a duly convened meeting of holders of Notes shall be approved if approved by a majority in number of the Noteholders present in person or by proxy at the meeting, representing two-thirds in value of the principal amount of Notes held by the Noteholders present in person or by proxy at the meeting.

At any meeting of the holders of Notes, a quorum shall consist of Noteholders present in person or by proxy and representing at least 50.1% in principal amount of the Notes then outstanding. If a quorum of the holders of Notes shall not be present within 30 minutes from the time fixed for holding any such meeting, the meeting shall be adjourned to the same day in the next week (unless such day is not a business day, in which case it shall be adjourned to the next following business day) at the same time and place, and no notice shall be required to be given in respect of such adjourned meeting. At the adjourned meeting the holders of Notes present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may not represent 50.1% of the principal amount of the Notes then outstanding.

To the knowledge of the directors and executive officers of the Company as at the date hereof, no person beneficially owns or controls, directly or indirectly, Notes carrying more than ten (10%) percent of the voting rights of the outstanding Notes, other than Concept Capital Management Ltd., with holds $13,814,939.55 principal amount of Notes, representing 29% of the outstanding Notes.

ENTITLEMENT TO VOTE AND ATTEND THE MEETING

A Noteholder or a third-party proxyholder appointed to represent them at the Meeting, will appear on a list of Noteholders prepared by the Company for the Meeting. To have their Notes voted at the Meeting, each Noteholder or proxyholder will be required to enter their control number or Username provided by Computershare at https://web.lumiagm.com/255308598 prior to the start of the Meeting, if attending virtually.

PARTICIPATION AT THE VIRTUAL MEETING

To proactively deal with the unprecedented public health impact of the COVID-19 pandemic, and to mitigate risks to the health and safety of our communities, securityholders, employees and other stakeholders, the Company will hold the Meeting in a virtual only format via live webcast online. Virtual meetings are meetings where participants attend via an online platform that allows them to ask questions, vote and participate electronically in real time, as opposed to travelling to the meetings' physical location. A summary of the information Noteholders will need to attend the Meeting is provided below. The Meeting will begin at 2:00 pm (Toronto time) on November 16, 2020.

Registered Noteholders may also vote in the following ways:

 Internet Vote – www.investorvote.com (enter the 15-digit control number provided on your form of proxy to vote)

 Telephone Vote – Noteholders who wish to vote by phone should call 1-866-732-8683 (toll-free in North America) and enter the 15-digit control number printed on your form of proxy. Follow the interactive voice recording instructions to vote.

 By Hand, by Courier or by Registered Mail:

Computershare Investor Services Inc.
8th Floor, 100 University Avenue Proxy Department
Toronto, Ontario
M5J 2Y1

- Online at the Virtual Meeting

If you want to vote online at the Meeting:
 DO NOT COMPLETE THE PROXY. Instead:
- log in at https://web.lumiagm.com/255308598 at least 15 minutes before the Meeting starts;
- click on "I have a control number";
- enter your 15-digit control number from your proxy;
- enter the password: "besra2020" (case sensitive); and
- vote

Registered noteholders who wish to appoint a third party proxyholder to represent them at the online meeting must submit their proxy form prior to registering their proxyholder. Registering the proxyholder is an additional step once a noteholder has submitted their proxy form. Failure to register a duly appointed proxyholder will result in the proxyholder not receiving a Username to participate in the meeting. To register a proxyholder, noteholder MUST visit https://www.computershare.com/BesraGold by November 12, 2020 at 2.00 pm EST and provide Computershare with their proxyholder's contact information, so that Computershare may provide the proxyholder with a Username via email.

Voting Online

Registered Noteholders that have a 15-digit control number, along with duly appointed proxyholders who were assigned a Username by Computershare will be able to vote and submit questions during the Meeting. To do so, please follow the following instructions:

- Please go to https://web.lumiagm.com/255308598 prior to the start of the Meeting to login. Click on "I have a login" and enter your 15-digit control number or Username along with the password "besra2020"

(case specific). A user guide prepared by Computershare with additional information regarding attending the Noteholders' Meeting was mailed to each registered noteholder.

- Non-Registered Noteholders can vote online at the Meeting if they have appointed themselves as proxyholders or they are a duly appointed proxyholder. In order to be appointed as a proxyholder to be able to vote at the meeting, Non-Registered Noteholders should insert their name in the blank space provided on the proxy or voting instruction form they received and return it as per the instruction therein.

- Additionally, Non-Registered Noteholders are required to register with Computershare at https://www.computershare.com/BesraGold to prior to 2.00 pm (Toronto time) on November 12, 2020.

- Non-Registered Noteholders who do not have a 15-digit control number or Username will only be able attend as a guest which allows them to listen to the Noteholders' Meeting; however, they will not be able to vote or submit questions.
- If you are eligible to vote at the' Meeting, it is important that you are connected to the internet at all times during the Meeting in order to vote when polling commences. It is your responsibility to ensure connectivity for the duration of the Meeting.

Once successfully logged into the virtual meeting and once the Chairperson has formally called the Meeting to order, the items of business to be voted on and your available voting options will be visible in the voting panel on your screen. Simply click on your voting choice (FOR/AGAINST) to submit your vote. Non-Registered Noteholders must first appoint themselves or a proxyholder to participate in the online voting.

NOTE REGARDING SECURITIES LAW MATTERS

This Circular has been prepared under the disclosure requirements of Canada. Different legislative and regulatory requirements to Noteholders resident in certain other jurisdictions are described under "Certain Regulatory Matters".

NOTE TO CANADIAN SECURITYHOLDERS

THE SECURITIES DISCUSSED IN THIS CIRCULAR HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES REGULATORY AUTHORITY OF ANY CANADIAN PROVINCE OR TERRITORY OR PASSED UPON THE MERITS OR FAIRNESS OF THE COMPANY'S REORGANIZATION NOR HAVE ANY OF THEM PASSED UPON THE ACCURACY OR ADEQUACY OF THIS CIRCULAR AND THE INFORMATION CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

NOTE TO U.S. SECURITYHOLDERS

The securities discussed in this Circular have not been, and will not be, registered under the U.S. Securities Act 1933 (**U.S. Securities Act**) or the securities laws of any U.S. state or other jurisdiction. The Company intends to rely on an exemption from the registration requirements of the US Securities Act. Securities are not being offered in any U.S. state or other jurisdiction where it is not legally permitted to do so.

Only persons in the United States who are noteholders of the Company and "accredited investors" (as defined in Rule 501(a) under the U.S. Securities Act) are eligible to participate in the Capital Restructuring (defined below).

This Circular has not been filed with, or reviewed by, the U.S. Securities and Exchange Commission (**SEC**) or any state securities authority and none of them has passed upon or endorsed the merits of the Capital

Restructuring or the accuracy, adequacy or completeness of this document. Any representation to the contrary is a criminal offence.

You should be aware that the Company may transact securities other than under the Capital Restructuring, such as in privately negotiated purchases.

The solicitation of proxies hereby and the transactions contemplated in this Circular are being undertaken by a Canadian issuer in accordance with Canadian corporate and securities laws and are not subject to the proxy requirements of Section 14(a) of the U.S. Securities Exchange Act of 1934. Accordingly, this Circular has been prepared in accordance with applicable disclosure requirements in Canada. Such requirements are different than those of the United States. Likewise, information concerning the operations of the Corporation has been prepared in accordance with Canadian standards and may not be comparable to U.S. companies.

Financial statements and information included or incorporated by reference herein have been prepared in accordance with International Financial Reporting Standards, and thus may not be comparable to financial statements of U.S. companies.

The enforcement by investors of civil liabilities under the U.S. federal securities laws may be affected adversely by the fact that the Company is organized outside the United States, that most of its officers and directors and the experts named in documents incorporated by reference herein are residents of a foreign country, and that all or a substantial portion of the assets of the Company and said persons are located outside the United States. As a result, it may be difficult or impossible for U.S. securityholders to effect service of process within the United States upon the Company, its officers or directors or the experts named in documents incorporated by reference herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. In addition, U.S. securityholders should not assume that the courts of Canada: (i) would enforce judgments of U.S. courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States; or (ii) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States.

This Circular and the documents incorporated by reference have been prepared in accordance with the requirements of Canadian securities laws, which differ from the requirements of U.S. securities laws. Unless otherwise indicated, all reserve and resource estimates included in this Circular or in any documents incorporated by reference herein have been prepared in accordance with NI 43-101 (as defined below) and the Canadian Institute of Mining, Metallurgy and Petroleum classification system. NI 43-101 is a rule developed by the Canadian Securities Administrators that establishes standards for all public disclosure an issuer makes of scientific and technical information concerning mineral projects.

Canadian standards, including NI 43-101, differ significantly from the requirements of the SEC and reserve and resource information contained in or incorporated by reference into this Circular may not be comparable to similar information disclosed by U.S. companies. In particular, and without limiting the generality of the foregoing, these documents use the terms "measured resources", "indicated resources" and "inferred resources". Readers are advised that, while such terms are recognized and required by Canadian securities laws, the SEC does not recognize them. The requirements of NI 43-101 for the identification of "reserves" are also not the same as those of the SEC, and reserves reported by the Corporation in compliance with NI 43-101 may not qualify as "reserves" under SEC standards. Under U.S. standards, mineralization may not be classified as a "reserve" unless the determination has been made that the mineralization could be economically and legally produced or extracted at the time the reserve determination is made. Readers are cautioned not to assume that any part of a "measured resource" or "indicated resource" will ever be converted into a "reserve". Readers should also understand that "inferred resources" have a great amount of uncertainty as to their existence and as to their economic and legal feasibility. It cannot be assumed that all, or any part of, "inferred resources" exist, are economically or legally mineable, or will ever be upgraded to a higher category. Under Canadian rules, estimated "inferred resources" may not form the basis of

feasibility or pre- feasibility studies except in rare cases. In addition, disclosure of "contained ounces" in a mineral resource is permitted disclosure under Canadian regulations. However, the SEC normally only permits issuers to report mineralization that does not constitute "reserves" by SEC standards as in place tonnage and grade, without reference to unit measures. Accordingly, information concerning mineral deposits set forth in this Circular or in any documents incorporated by reference herein may not be comparable with information made public by companies that report in accordance with U.S. standards.

U.S. SECURITYHOLDERS SHOULD CONSULT THEIR OWN TAX, LEGAL AND FINANCIAL ADVISORS REGARDING THE PARTICULAR CONSEQUENCES TO THEM OF THE CAPITAL RESTRUCTURING.

THE REORGANIZATION AND AMENDMENT OF THE NOTES

The Company is a Canadian incorporated company that is a reporting issuer in the Provinces of British Columbia, Alberta, Ontario and Quebec (the "**Reporting Jurisdictions"**). The Company's common shares ("**Shares"**) are not currently listed on any stock exchange.

The Company's single asset, being the Bau Gold Project (the "**Project"**), includes:

- mining and exploration interests that collectively cover more than 1,340 square kilometers
- a completed feasibility study on Stage I production;
- the potential for considerable ounce and grade upside;
- zero royalty on gold;
- favourable taxation rates; and
- within a jurisdiction with a robust legal system and bureaucracy.

The Company has held an interest in the Project for some 12 years, and currently controls, directly or indirectly, 92.01% of the Project (87.06% on an equity-adjusted basis). Under the terms of existing agreements with its local partner, Gladioli Enterprises Sdn Bhd, Besra has the right to increase this interest to 98.5% by payment of additional deferred consideration.

The Project has been on care and maintenance due to the Company's funding limitations. Detailed information regarding the Project is disclosed in the Company's management discussion and analysis for the twelve months ended June 30, 2019 and 2018, which is incorporated by reference herein (see "Documents Incorporated by Reference"), and in the Company's most recent technical report for the Project, Bau Project – Feasibility Study, dated December 2013, authored by Graeme W. Fulton, and as supplemented for JORC compliance dated November 16, 2018 by Kevin J. Wright, which is available through the internet on the Canadian Securities Administrators' System for Electronic Document Analysis and Retrieval (SEDAR) at www.sedar.com.

On 1 November 2019, in circumstances of Company's financial challenges and illiquidity, the Company's Shares were cease traded by the Ontario Securities Commission as a result of failure to make certain regulatory filings. As at 31 March 2020 the Company had cash on hand of $10,154 and a working capital deficit of $15,419,203.

Revitalization, Restructuring and Reorganization Plan

During the first half of 2020, in a market of improved gold prices and significantly improved prospects for the gold mining industry, the Company embarked on a four-part revitalization, restructuring and reorganization plan (the "**Reorganization"**) which comprises:

1. **Securing a revocation of the cease trade order**. The revocation order was obtained on April 20, 2020.

2. **Obtaining financing to bridge a relisting of its Shares on a stock exchange.** On July 7, 2020 the Company announced it closed a AUS$2,000,000 financing consisting of zero coupon secured convertible subordinated notes (the "**Bridge Notes"**), and the

replacement of an existing $500,000 secured convertible note, arranged through Canaccord Genuity (Australia) Limited ("**Canaccord"**). The Bridge Notes mature November 30, 2020 and are convertible at the option of the holder into Shares at a price of AUS$0.10 per Share, on a post consolidation basis and convert automatically upon the occurrence of a transaction resulting, directly or indirectly, in the relisting of the Common Shares on a specified stock exchange. As part of the Reorganization, the Company proposes to seek an extension of the maturity date of the Bridge Notes to February 28, 2021 to align with the IPO Deadline.

3. **Restructuring the Company's debt and equity capital** (the **"Capital Restructuring**")**.** A central component of the Capital Restructuring is approval of the resolution of the Noteholders at the Meeting (the "**Noteholder Resolution"**) set forth under "Particulars of Matters to be Acted Upon" and implementation of the amendment and waiver of the Term of Notes (the **Note Amendment**) in the form attached as Schedule A to this Information Circular.

4. **Listing of the Shares via an initial public offering (the "IPO") on the Australian Securities Exchange (the ASX).** The Company intends to lodge a prospectus (the "**Prospectu**s") in connection with an initial public offering (the "**IPO**") in Australia and listing of the Shares in the form of Chess Depositary Receipts ("CDIs") on the Australian Stock Exchange ("**ASX")** prior to the IPO Deadline. Listing is subject to the Company fulfilling all of the requirements of the ASX and applicable securities regulators and raising the minimum subscription of AU$8,000,000 (**Minimum Subscription**).

Following completion of the IPO, the Company's business model and strategy will involve two key components, as described below:

- Increase the Mineral Resource at the Project through exploration; and
- Update, enhance and build upon previous feasibility and scoping studies

Further information regarding the liquidity, debt and capital structure of the Company on completion of the Reorganization are included in in Schedule B hereto.

The Reorganization is an informal, out of court, reorganization. The end result of the Reorganization will be a restructure of the Company's capital structure, improved liquidity, positioning the Company to advance expand its resource base for the purpose of advancing the Project to mining operations, and result in its Shares becoming listed on the ASX, thereby providing the Company's stakeholders an opportunity to participate in the underlying value of the Project. A condition to the closing of the IPO, and effecting the Reorganization, is that the Noteholder Resolution be approved at the Meeting.

Capital Restructuring and Noteholder Resolution

The Capital Restructuring is a core and essential element to the Reorganization and a pre-condition to listing of the Shares on the ASX in order to meet its listing requirements. The Company's current capital structure, and the Capital Restructuring, are described below.

Current Capital Structure

As at the date of this Circular, there were 1,204,982,898 Shares and 1,400,000,000 escrow shares outstanding.

Additionally, in addition to the Bridge Notes, the Company outstanding long term indebtedness and conversion rights comprising:

Secured Convertible Notes

The Secured Convertible Note ("**InCoR Note"**) was issued to InCoR Limited ("**InCoR"**) pursuant to a partial revocation of the Cease Trade Order ("CTO") granted by the Ontario Securities Commission on 15 March 2015, with drawdowns under this note facility commencing in September 2014 and continuing until April 2015, when the balance of the note reached CAD $2,000,000. The two-year interest coupon (at 6% per annum) on the InCoR Note was prepaid by the Company from the proceeds received from the Note. The InCoR note is convertible into Shares a price of CAD $0.01 per Common Share at the option of the holder or will convert in full into CAD $0.01 equity when the CTO lifts. Warrants associated with the note (1/3 warrant coverage, with 5-year terms at a strike price of CAD $0.02) are only issued once the InCoR Note converts, and Shares are issued to the holder. The InCoR Note matured in November 2018 when all the CTOs were revoked. As the InCor Note has matured it currently is convertible at the option of the holder or (amongst other things) on an equity financing with proceeds in excess of CAD$15 million at an average subscription price in excess of 200% of the conversion price. Further advances totaling CAD $250,000 were made pursuant to amendments during 2018-19 and the interest rate under the InCoR note was increased to 12% . The obligations under the InCoR Note are secured by joint and several guarantees by subsidiaries of the Company and a pledge to it of the shares held by those subsidiaries in North Borneo Gold (the project company operating the Project). These securities were subordinated to the securities held by Pangaea Holdings Limited ("**Pangaea"**) pursuant to the Exit Financing (described below). The legal amount owing on the note as at 31 March, 2020 was CAD$2,964,709.

Exit Financing Note (Secured)

Pangaea subscribed CAD$10 million to the Company in November 2016, pursuant to a partial revocation of the CTO, granted by the OSC on 16 November 2016. Pursuant to a Securities Purchase Agreement between Pangaea and the Company, Pangaea was issued a secured convertible note (the "**Exit Financing Note")** convertible at a price of CAD$0.01 into one Share and one-third of a warrant to purchase Shares, each whole warrant entitling Pangaea to purchase one Share at an exercise price of CAD$0.02 for a term of five years from the date of issuance. The Exit Financing Note matures on 17 November 2021, unless earlier converted in accordance with its terms. The Exit Financing Note is convertible at the option of Pangaea or converts automatically upon the earlier of the maturity date or the date of listing of the Shares on one or more specified stock exchanges. Interest on the Exit Financing Note is at the rate of 5% per annum payable annually in cash or in Shares at a rate of CAD$0.01 per Share. As a condition of Pangaea consenting to further InCoR advances the interest rate under the Exit Financing Note increased from 5% to 12% from January 2018. The obligations of the Company under the Exit Financing Note are secured by a general security agreement over the Company's assets and by share pledge arrangements. As noted above, InCoR subordinated its security interests to those of Pangaea. Pangaea was also issued warrants to purchase 333,333,333 Shares at an exercise price of CAD$0.02 for a term of five years from the date of issuance. In order to vest Pangaea with voting control of the Company pending conversion of the Exit Financing Note, Pangaea was issued Shares representing 50.1% of the voting rights of the Company's issued and outstanding Shares. Such Shares have been deposited with an escrow agent pursuant to a common share escrow agreement which provides Pangaea with the voting rights in respect of such shares but not economic or other rights in respect thereof. Further, as Shares are issued to Pangaea, whether by conversion of the Exit Financing Note or otherwise, Shares subject to this escrow arrangement will be redeemed for a nominal amount such that the escrowed Shares will not cause Pangaea's voting rights to exceed 50.1%. All remaining Shares subject to such escrow arrangement will be redeemed for a nominal sum upon conversion or repayment of the Exit Financing Note in its entirety. The Exit Financing Note is denominated in Canadian dollars. The legal amount owing on the note as at 31 March 2020 was CAD$15,086,548.

3% Unsecured Convertible Redeemable Notes

The Notes were issued on 17 November 2016 to electing "Affected Creditors" of the Company in connection with an amended proposal dated 13 March 2016 under the *Bankruptcy and Insolvency* Act (Canada). A total of $ 47,485,886.26 principal amount of Notes were issued and outstanding as at the date of this Circular. To the extent it has not been wholly redeemed according to its terms, each Note shall be

convertible at the Noteholder's option on a semi-annual basis, into Shares of the Company at the conversion price of $0.085 per share (only full shares will be issued; no fractional shares will be issued) (pre-consolidation basis). The Notes are denominated in Canadian dollars.

Capital Restructuring Steps

The Capital Restructuring component of the Reorganization Plan contemplates restructuring of the Company's debt and equity capital structure as follows. All Steps of the Reorganization Plan will be conditions for meeting the listing conditions for completion of the IPO.

Step 1 – Share Consolidation

The Shares shall be consolidated on an up to 250:1 basis. A special resolution for this step was approved by holders of Shares at the Company's annual and special meeting held on September 10, 2020. A consolidation on a 250:1 basis will result in 1,204,982,898 common Shares outstanding being consolidated into 4,819,572 common Shares outstanding (see also Step 4 below).

Step 2 - Secured Debt for Equity Exchange

As part of the Capital Structuring the Company intends to seek binding commitment of each of Pangaea and InCor to enter into debt for share exchange agreements with the Company under which they agreed to exchange their secured debt and warrants (or, as the case may be, contractual entitlement to be issued warrants) for a pre-agreed number of CDIs as further detailed in Schedule B in conjunction with the Closing.

Step 3 – Notes for Units Exchange

The conversion terms of the Notes shall be amended as contemplated under the Note Amendment. In conjunction with the Closing, the Notes held by Noteholders shall be mandatorily exchanged for units ("**Units**") as provided in the Note Amendment and further described under "Debt Exchange" herein.

Step 4 – Redemption of Escrow Shares

As described above, Pangaea currently holds 1,412,806,900 escrowed Shares in the Company, which will be consolidated into 5,651,228 Shares. These shares can be redeemed by the payment of $0.00025 per share. As part of the Capital Structuring the Company intends to seek binding commitment of Pangaea to the redemption of these shares conditional upon conversion of its secured debt to CDIs under Step 2 above and Closing.

Australian IPO

The Company has appointed a lead manager to undertake an offer of between 40,000,000 and 50,000,000 million fully paid Chess Depositary Interests (**CDIs**) at a price of AUS$0.20 per CDI, to raise a minimum of AUS$8,000,000 (the **Minimum Subscription**) and up to AUS$10,000,000 (before costs and expenses) (the **Offer**) and seek admission to the ASX. Chess Depositary Interests or CDIs are instruments traded on the ASX that facilities non-Australian companies to list their shares on the exchange and use the exchange's settlement systems. References to Shares herein include Shares represented by CDIs. The Company is in discussions with a US Sale Agent to assist with raising funds under the Offer.

There will also be an issue of options and warrant over CDIs described in Schedule B hereto.

Further details regarding the debt and capital structure of the Company following completion of the IPO are described in as Schedule B hereto, and is incorporated herein.

Debt Exchange

Implementation of the Reorganization and the Note Amendment (**Closing**) will occur on the date (the **Closing Date**) that is the next Business Day after the date of "Conditional Admission" (or such other date and time as advised to Noteholders). "Conditional Admission" means the first date on which the ASX has confirmed that is has resolved on a conditional basis to admit the Company to the "Official List" of the ASX and the Minimum Subscription under the Offer has been achieved.

The Reorganization and Note Amendment will result in an exchange of the Notes for Units for Eligible Noteholders (as defined below) as follows:

- Effective upon Closing, each $1,000 principal amount of Notes will be automatically exchanged (the "**Debt Exchange**") for Units as described in Schedule A.

- The Units will be issued in full satisfaction and payment of the Notes, including all accrued interest, and from and after the consummation of the Debt Exchange and thereafter the Notes shall represent solely the right to receive the applicable number of Units, or as provided in respect of Ineligible Noteholders.

If the Conditional Admission does not occur by February 28, 2021 (the **IPO Deadline**), then the Note Amendment shall expire automatically, the Note Amendment shall cease to have affect and the Form of Notes shall revert to the terms in effect prior to approval of the Note Amendment.

Further details regarding the debt and capital structure of the Company following completion of the IPO are described in as Schedule B hereto, and is incorporated herein.

Procedure for Surrender of Note Certificates by Noteholders

Enclosed with this Circular are forms of Letter of Transmittal which, when properly completed and duly executed and returned together with the certificate or certificates representing Notes, and all other required documents, will enable each Noteholder to obtain the consideration (the "**Consideration**") that such registered Noteholder is entitled to receive under the Reorganization. The forms of Letter of Transmittal contain complete instructions on how to exchange the certificate(s) representing the Notes. A registered Noteholder will not receive Consideration under the Reorganization until after the Closing Date and the registered Noteholder has returned its properly completed documents, including the applicable Letter of Transmittal, and the certificate(s) representing the Notes to the Computershare Investor Services Inc. (the ("Depositary"). Only registered Noteholders are required to submit a Letter of Transmittal. A beneficial Noteholder holding Notes through an Intermediary, should contact that Intermediary for instructions and assistance in depositing certificates representing the Notes, and carefully follow any instructions provided by such Intermediary. Provided that the Noteholder Resolution is approved at the Meeting, from and after the Closing, all certificates that represented Notes immediately prior to the Closing will cease to represent any rights with respect to such Notes and will only represent the right to receive the Consideration. Any such certificate, agreement or other instrument (as applicable) formerly representing Notes not duly surrendered on or before the sixth anniversary of the Closing Date shall cease to represent a claim by or interest of any holder thereof of any kind or nature against or in the Company. On such date, all consideration to which such former Noteholder was entitled under the Reorganization shall be deemed to have been surrendered to the Company, together with all entitlements to distributions and interest thereon held for such former registered holder.

Uncertificated Register

An uncertificated register shall be the method for registered holders of securities issued in connection with the Reorganization to hold such securities. An uncertificated register is a system that allows registered holders to hold securities in "book-based" form without having a physical security certificate issued as evidence of ownership. Such securities will be held in the registered holder's name and registered electronically on the Company's records maintained by its nominee. Benefits of an uncertificated register

include the elimination of the need for holders to safeguard and store physical certificates, as well as potentially avoiding the significant cost of a surety bond for the replacement of, and effort involved in replacing, physical certificates that might be lost, stolen or destroyed.

The Noteholders currently holds Notes in certificated form. Upon the exchange of the Notes for the Consideration, resulting securities shall be converted to uncertificated form.

Note that security certificates cannot be converted to uncertificated form without receipt of the actual certificates. Delivery of the securities issuable to the Noteholders will be made by providing holding statements or confirmations in the name of the recipient thereof.

CERTAIN REGULATORY MATTERS

Neither this Circular nor the Reorganization and Note Amendment constitutes, or is intended to constitute, an offer of securities in any place in which or to any person to whom, the making of such an offer would not be lawful under the laws of any jurisdiction.

This Circular has been prepared according to the disclosure requirements in Canada. Certain securities law requirements to the issuance of Units to Noteholders located in Australia, Namibia, New Zealand, the United Kingdom and the United States are set forth below. (Australia, Canada, Germany, Hong Kong, Namibia, Netherlands, New Zealand, the United Kingdom and United States are collectively referred to herein as the "Primary Jurisdictions"). Noteholders resident in jurisdictions outside the Primary Jurisdictions (unless the Company has been satisfied that the issuance of Units is an exempt offering under the securities laws of such jurisdiction), and Noteholders resident in Primary Jurisdictions who are Non-Exempt Noteholders (as hereinafter defined), will be considered "Ineligible Noteholders" for the purposes of the Reorganization, and the issue of Units in respect of such holders' Notes shall be as provided under "Ineligible Noteholders" below. Reference is also made to "Escrow" below.

Australia

Neither this Circular nor any other document relating to the Restructuring has been delivered for approval to the Australian Securities Investment Commission in Australia.

This Circular seeks approvals for the Reorganization and Note Amendment and the actual Units are intended to be issued alongside the Offer under an ancillary noteholder offer for the purposes of the *Corporations Act 2001* (Cth). The Company intends to lodge the Prospectus in connection with a listing of the Shares in the form of CDIs, including CDIs issuable in connection with the Units, on the ASX. Subject to compliance with ASX rules and applicable security law requirements, CDIs issued in connection with Units are intended to be fully transferable in Australia following the expiry of the applicable restriction period. Refer to the section entitled "Escrow" below.

Application is intended to be made for the admission of the Company to the Official List and quotation of its CDIs on the ASX with the proposed ASX Code BEZ within seven (7) days after the date of lodgement of the Prospectus. The fact that ASX may list the CDIs of the Company is not to be taken in any way as an indication of the merits of the Company or of the listed CDIs. ASX takes no responsibility for the contents of this Circular or the Prospectus, makes no representations as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon any part of the contents of this Circular or the Prospectus. Applications for Units discussed in this Circular can only be submitted on an original Application Form for the relevant Offer, which will accompany the Prospectus.

Canada

The issuance of the Units, and CDIs issuable in connection therewith, pursuant to the Reorganization, will be exempt from the prospectus and registration requirements under Canadian securities legislation. As a consequence of these exemptions, certain protections, rights and remedies provided by Canadian securities legislation, including statutory rights of recession or damages, will not be available in respect of the Units or the CDIs issuable in connection therewith.

The Units issued in connection with the Reorganization and CDIs issuable in connection therewith will be fully transferable under Canada securities laws subject to typical securities law limitations (other than as a result of any “control person” restrictions which may arise by virtue of the ownership thereof). Noteholders are advised to seek legal advice prior to any resale of such securities. Refer to the section entitled “Escrow” below.

European Union (Germany and the Netherlands)

This Circular has not been, and will not be, registered with or approved by any securities regulator in the European Union. Accordingly, this document may not be made available, nor may the Units be offered for sale, in any member state of the European Union except in circumstances that do not require a prospectus under Article 1(4) of Regulation (EU) 2017/1129 of the European Parliament and the Council of the European Union (the "Prospectus Regulation").

In accordance with Article 1(4) of the Prospectus Regulation, an offer of Units in each member state of the European Union is limited:

- to persons who are "qualified investors" (as defined in Article 2(e) of the Prospectus Regulation);
- to fewer than 150 natural or legal persons (other than qualified investors); or
- in any other circumstance falling within Article 1(4) of the Prospectus Regulation.

Investors in the Netherlands should note:

Hong Kong

WARNING: The contents of this Circular have not been reviewed or approved by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the Capital Restructuring. If you are in any doubt about any of the contents of this Circular, you should obtain independent professional advice.

This Circular does not constitute an offer or invitation to the public in Hong Kong to acquire or subscribe for or dispose of any securities. This Circular also does not constitute a prospectus (as defined in section 2(1) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong)) or notice, circular, brochure or advertisement offering any securities to the public for subscription or purchase or calculated to invite such offers by the public to subscribe for or purchase any securities, nor is it an advertisement, invitation or document containing an advertisement or invitation falling within the meaning of section 103 of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

Accordingly, unless permitted by the securities laws of Hong Kong, no person may issue or cause to be issued this Circular in Hong Kong, other than to persons who are "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder or in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance or which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance.

No person may issue or have in its possession for the purposes of issue, this Circular or any advertisement, invitation or document relating to these securities, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than any such advertisement, invitation or document relating to securities that are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder.

Copies of this Circular may be issued to a limited number of persons in Hong Kong in a manner that does not constitute any issue, circulation or distribution of this Circular, or any offer or an invitation in respect of these securities, to the public in Hong Kong. This document is for the exclusive use of the Company's noteholders in connection with the Capital Restructuring. No steps have been taken to register or seek authorisation for the issue of this Circular in Hong Kong.

This Circular is confidential to the person to whom it is addressed and no person to whom a copy of this Circular is issued may issue, circulate, distribute, publish, reproduce or disclose (in whole or in part) this Circular to any other person in Hong Kong or use for any purpose in Hong Kong other than in connection with consideration of the Capital Restructuring by the Company's noteholders.

Namibia

This Circular does not, nor is it intended to, constitute a prospectus prepared and registered under the Namibian Companies Act, No. 28 of 2004, and may not be distributed to the public in Namibia.

New Zealand

This Circular and any accompanying document:

- are not, and are under no circumstances to be construed as, an offer of financial products for sale requiring disclosure to an investor under Part 3 of the Financial Markets Conduct Act 2013 (New Zealand) (the "**FMC Act**");
- are not a disclosure document for the purposes of the FMC Act;
- have not been registered, reviewed or approved by any New Zealand regulatory authority; and
- do not contain all the information that a disclosure document is required to contain under New Zealand law.

Accordingly, the Units may not be offered or sold to any person in New Zealand other than to persons who are "wholesale investors" (as defined in clause 3(2) of Schedule 1 to the FMC Act) and in other circumstances where there is no contravention of the FMC Act.

United Kingdom

Neither this Circular nor any other document relating to the Capital Restructuring has been delivered for approval to the Financial Conduct Authority in the United Kingdom and no prospectus (within the meaning

of section 85 of the Financial Services and Markets Act 2000, as amended ("**FSMA**")) has been published or is intended to be published in respect of the Units.

The Units may not be offered or sold in the United Kingdom by means of this Circular or any other document, except in circumstances that do not require the publication of a prospectus under section 86(1) of the FSMA. This Circular is issued on a confidential basis in the United Kingdom to fewer than 150 persons who are existing noteholders of the Company. This document may not be distributed or reproduced, in whole or in part, nor may its contents be disclosed by recipients, to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received in connection with the issue or sale of the Units has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of the FSMA does not apply to the Company.

In the United Kingdom, this Circular is being distributed only to, and is directed at, persons (i) who have professional experience in matters relating to investments falling within Article 19(5) (investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 ("FPO"), (ii) who fall within the categories of persons referred to in Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the FPO or (iii) to whom it may otherwise be lawfully communicated (together "relevant persons"). The investment to which this Circular relates is available only to relevant persons. Any person who is not a relevant person should not act or rely on this document.

United States

The Units and the CDIs issuable in connection therewith have not been, and will not be, registered under the U.S. Securities Act 1933 or the securities laws of any U.S. state or other jurisdiction. The Company intends to rely on an exemption from the registration requirements of the U.S. Securities Act. The Units are not being offered in any U.S. state or other jurisdiction where it is not legally permitted to do so.

This Circular has not been filed with, or reviewed by, the U.S. Securities and Exchange Commission or any state securities authority and none of them has passed upon or endorsed the merits of the Capital Restructuring or the accuracy, adequacy or completeness of this document. Any representation to the contrary is a criminal offence.

The following discussion is a general overview of certain requirements of U.S. federal securities laws that may be applicable to Noteholder in the United States ("**U.S. Noteholders**"). Except as provided in this Circular, no Units will be delivered in the United States or to or for the account or benefit of a U.S. Noteholder, unless the Company is satisfied that the Units may be lawfully delivered in the relevant jurisdiction in reliance upon available exemptions from the registration requirements of the U.S. Securities Act and the securities laws of the relevant U.S. state or other local jurisdiction, or on a basis otherwise determined to be acceptable to the Company in its sole discretion and without subjecting the Company to any registration, reporting or similar requirements.

The Company may rely upon Rule 506 of Regulation D under the U.S. Securities Act for an exemption from registration for issuances of Notes in the United States to any U.S. Noteholder who is an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act.

The Company will not deliver Units in the United States or to or for the account or benefit of a U.S. Noteholder unless the Units are being issued to an "accredited investor" who properly executes, completes and returns a Qualified U.S. Purchaser's Certificate in the form attached to the Letter of Transmittal accompanying this Circular. **U.S. Noteholders who do not duly complete and deliver the Qualified U.S. Purchaser's Certificate as provided under the Letter of Transmittal by the Closing Date (or such later date approved by the Company) or who do not meet the requirements of an "accredited investor" will be considered "Non- Exempt Holders" for the purpose of the Reorganization. The securities underlying any and all Units which would otherwise have been distributed to Non-Exempt Holders will be sold by an agent appointed by the Company and such holders will be entitled to receive a pro rata portion of the net cash proceeds. See "Ineligible Noteholders".**

The securities underlying the Units and the CDIs issuable in connection therewith will be "restricted securities" and will be subject to restrictions on transfer imposed by the U.S. Securities Act. Such securities may, however, be sold outside the United States in compliance with Regulation S under the U.S. Securities Act, including sales of CDIs in regular brokered transactions on the ASX that are not arranged with a purchaser in the United States.

The information contained herein is delivered on a confidential basis to each U.S. Noteholder solely to enable such U.S. Noteholder to evaluate the Reorganization and does not constitute an offer to any other person or to the public generally to subscribe for or purchase any of the Units. Distribution of this information to any person other than such U.S. Noteholders or those persons, if any, retained to advise such U.S. Noteholders is unauthorized, and any disclosure of any of this information to any other person without the prior written consent of the Company is prohibited. Each such U.S. Noteholder, by accepting delivery of this information, agrees to the foregoing and further agrees to make no photocopies of this information, or of any documents attached hereto.

For further information, see "Notice to U.S. Securityholders" in the forepart of this Circular.

Ineligible Noteholders

Noteholders resident in jurisdictions outside the Primary Jurisdictions (unless the Company has been satisfied that the issuance of Units is an exempt offering under the securities laws of such jurisdiction), and Noteholders resident in Primary Jurisdictions who are considered by the Company as Non-Exempt Noteholders, will be considered "Ineligible Noteholders" for the purposes of the Reorganization. Units to be issued in connection with the Reorganization will not be made to Ineligible Noteholders. The Company will instead issue the Units in respect of which an Ineligible Noteholder would otherwise be entitled to under the Reorganization to an appointed nominee. Upon expiry of the applicable Escrow (see "Escrow"), the nominee will seek to monetize the value of any and all securities underlying the Units or issuable in connection therewith which otherwise would have been distributed to Ineligible Noteholders as soon as reasonably practicable (at the risk of the Ineligible Noteholder) and the pro rata share of the net proceeds (net of any applicable brokerage commissions, withholding taxes and other expenses) received from the sale of such securities will be remitted such Ineligible Noteholder in full satisfaction of that Ineligible Noteholder's rights under the Reorganization to the Consideration.

ESCROW

The ASX Listing Rules set out requirements for escrow of certain securities of a listed entity that have been issued before listing on ASX, referred to by ASX as "Restricted Securities". The application of mandatory escrow is rule-based. The terms and period of escrow are prescribed in the ASX Listing Rules and are not able to be modified. Once in place, ASX mandatory escrow cannot be varied or terminated except with a consent or waiver from ASX, which is rarely given. Escrow may also be imposed voluntarily, most commonly to meet the requirements of an underwriter or manger to protect the aftermarket for a company's securities following listing.

A portion (potentially all) of the securities underlying the Units issued to be held by Noteholders will be subject to mandatory escrow. ASX has discretion to exclude a portion of the securities underlying the Units from mandatory escrow by application of what is known as the cash formula (broadly, the percentage of the securities' value represented by cash paid by the holder for those securities). However, to the extent the cash formula is applied, voluntary escrow will be imposed, as required by the Lead Manager, such that all securities issued to Noteholders will be subject to a minimum escrow period of 12 months from the Closing Date. The application of the cash formula, and therefore the split between mandatory and voluntary escrow, will not be known until closer to the IPO.

Noteholders who are not a related party or promoter of the Company

The securities underlying the Units or issuable in connection therewith to Noteholders who are not a related party or promoter of the Company will be subject to escrow (either mandatory or, if the cash formula applies, voluntary) for a minimum period of 12 months commencing from the Closing Date (the **12 Month Escrow Period**).

The Company may impose mandatory escrow restrictions on securities underlying the Units or issuable in connection therewith to Noteholders who are not a related party or promoter of the Company (**Restricted Securities**), by way of a notice to you (**Restriction Notice**), and will be authorised to enter into a separate agreement (**Voluntary Escrow Agreement**) in respect of the remainder.

Noteholders who are a related party or promoter of the Company

The securities underlying the Units or issuable in connection therewith to Noteholders who are a related party or promoter of the Company will be subject to mandatory escrow for a period of 24 months from the date of quotation of the CDIs (**24 Month Escrow Period**), with the remainder (if the cash formula applies) subject to voluntary escrow for the 12 Month Escrow Period.

The Company may impose mandatory escrow restrictions by way of a Restriction Notice, and will be authorised to enter into a Voluntary Escrow Agreement for the remainder (if the cash formula applies) of the securities.

Escrow Terms

The ASX has a mandatory form of escrow deed (**Restriction Deed**) applicable to all Restricted Securities. As noted above, the Company will also require Noteholders to enter into Voluntary Escrow Agreement for the securities underlying the Units or issuable in connection therewith that are not the subject of mandatory escrow. The Company will complete the details in the Restriction Deeds and Voluntary Escrow Agreements once these have been finalised in consultation with the ASX closer to the Listing Date. ASX retains ultimate discretion as to term and conditions to impose escrow on the Restricted Securities.

The Restriction Deeds and Voluntary Escrow Agreements will restrict you from doing any of the following, during the 12 Month Escrow Period or 24 Month Escrow Period (as applicable):

- disposing or agreeing to dispose of the relevant securities;
- creating or agreeing to create any security interest in the restricted securities;
- doing or omitting to do anything that would have the effect of transferring the effective ownership or control of the restricted securities; or
- participating in a return of capital made by the Company.

You must also warrant that you have obtained the release of any security interests which applied to the restricted securities prior to entering into the Restriction Deed or Voluntary Escrow Agreement. If you breach the terms of the Restriction Deed or Voluntary Escrow Agreement, you will cease to be entitled to any dividends, distributions or voting rights while the breach continues. The Company will be required to:

- take the necessary steps to enforce the agreement or rectify the breach; and
- refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the relevant securities.

If you do not sign the Restriction Deed or Voluntary Escrow Agreement, the Company may be able to impose these restrictions on you by notice in accordance with the ASX Listing Rules. Under the Letter of Transmittal, a power of attorney is also made to enter into the Restriction Deed or Voluntary Escrow Agreement. The forms of Restrictions Deed and Voluntary Escrow Agreements will be dispatched to you at a later date following approval of the Resolutions.

PARTICULARS OF MATTERS TO BE ACTED UPON

To the knowledge of the board of directors of the Company, the only matter to be placed before the Meeting is the matter set forth in the accompanying Notice of Meeting relating to the Noteholder Resolution.

Approval of Reorganization and Note Amendment

At the Meeting, the Noteholders will be asked to approve the following Noteholder Resolution pursuant to the authority and powers under Section 14 of the Form of Note:

"BE IT RESOLVED AS AN EXTRAORDINARY RESOLUTION THAT,

1. The Reorganization and implementation thereof, as described in the Information Circular (the "**Circular**") of Besra Gold Inc. (the "**Company**") dated October 16 2020 (as it may be amended or supplemented by the Company), be and is hereby authorized and approved;

2. The Form of Note in respect of all outstanding 3% unsecured convertible redeemable notes (the "**Notes"**) of the Company be amended as provided in the note amending agreement and waiver (the "**Note Amendment**") appended as Schedule A to the Circular; and

3. the execution and delivery the Note Amendment by the Company to each holder of Notes is approved."

Although the Company intends to enter into the Note Amendment as soon as possible following approval of the Noteholder Resolution, the Board has retained the discretion, without further notice to or approval of the Noteholders, to revoke the Noteholder Resolution at any time prior to the Company entering into the Note Amendment.

RECOMMENDATION OF THE BOARD

The Reorganization is presented as an alternative to non-consensual proceedings under creditor protection legislation. The Reorganization is expected to revitalize the highly leveraged, illiquid capital structure and financial position of the Company by deleveraging its balance sheet, significantly reducing cash interest and providing it with improved liquidity, improved access to capital, a market for its Shares and an ability to pursue a plan towards commencing mining in a substantially improved economic environment. The Company's debt and capital structure following the Reorganization is described as Schedule B.

Approval of the Noteholder Resolution and implementation of the Note Amendment is a core and essential component to the Reorganization, and the Board and management of the Company believe that the Reorganization, including the transactions contemplated under the Noteholder Resolution, will provide the necessary financial flexibility and capital resources to manage the business in the current economic environment and enable the Company to continue to pursue its business plan, without having to pursue non-consensual proceedings under creditor protection legislation. Without approval of the Noteholder Resolution and conclusion of the Reorganization, the prospect of economic return on the Notes is highly remote given the Company's leverage and capital structure.

The Board unanimously recommends that Noteholders VOTE FOR the Noteholder Resolution.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in this Circular from documents filed with the securities commissions or similar authorities in the Reporting Jurisdictions. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary of the Corporation at Suite 2, Parmelia House, Level 5, 191 St Georges Terrace, Perth WA 6000 Australia, or by accessing the disclosure documents available through the internet on the Canadian Securities Administrators' System for Electronic Document Analysis and Retrieval (SEDAR) at www.sedar.com.

The following documents filed with securities commissions or similar authorities in the Reporting Jurisdictions are specifically incorporated by reference into, and form an integral part of, this Circular**:**

(a) the audited consolidated financial statements of the Company and the notes thereto for the financial years ended 30 June 2019, which comprise the consolidated balance sheets as at 30 June 2019 and 30 June 2018, and the consolidated statements of operations and comprehensive loss, shareholders' equity and cash flows for the years ended 30 June 2019 and 30 June 2018, prepared in accordance with IFRS (as defined below) (the "**Annual Financial Statements**"), together with the independent auditors' report thereon;

(b) the Company's management's discussion and analysis relating to the Annual Financial Statements (the "**Annual MD&A");**

(c) the unaudited interim condensed consolidated financial statements of the Company for the three-month and nine months ended 31 March 2020 prepared in accordance with IFRS;

(d) the Company's management's discussion and analysis for the three-month period ended 31 March 2020;

(e) the Company's Management Information Circular dated 18 August 2020 respecting its annual and special meeting;

(f) the Company's material change report dated 7 July 2020 regarding completion of a non-brokered financing; and

(g) the Company's material change report dated 21 April 2020 regarding revocation of cease trade order.

Any annual information form, annual or interim financial statement and related management's discussion and analysis, material change report (excluding confidential material change reports), business acquisition report, information circular, news releases containing financial information for financial periods more recent than the most recent annual or interim financial statements, or disclosure document filed pursuant to an undertaking to a Canadian securities regulatory authority filed by the Company with any securities commission or similar regulatory authority in Canada subsequent to the date of this Circular and prior to the Closing Date shall be deemed to be incorporated by reference into this Circular, as well as any document so filed by the Company which expressly states it is to be incorporated by reference into this Circular

Any statement contained herein, or in any document incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded, for the purposes of this Circular, to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes that statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purpose that the modified or superseded

statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not constitute a part of this Circular, except as so modified or superseded.

INCOME TAX CONSIDERATIONS

This Circular does not contain a summary of the income tax considerations in connection with the Debt Exchange. Noteholders who are subject to income tax should consult their tax advisors with respect to the tax implications of the Reorganization or the Debt Exchange, including any associated filing requirements in their applicable such jurisdiction.

STATEMENT OF EXECUTIVE COMPENSATION

Named Executive Officers

For the purposes of this Statement of Executive Compensation, a Named Executive Officer (each, an "**NEO**") of the Company means each of the following individuals:

- the Chief Executive Officer ("**CEO**") of the Company;
- the Chief Financial Officer ("**CFO**") of the Company;
- each of the Company's three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than CAD$150,000, as determined in accordance with subsection 1.2 of Form 51-102F6V, for that financial year; and
- each individual who would be an NEO under paragraph above but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of the financial year.

During the fiscal years to June 30, 2019 and June 30 2018, the Company's NEOs were John Seton, Chief Executive Officer and John Glen, Chief Financial Officer.

Each of the NEOs is engaged by the Company pursuant to a management services agreement that sets out the NEO's base compensation and other entitlements.

Director and Named Executive Officer Compensation

Name & Position	Year	Fees ($)	Bonus ($)	Committee Fees ($)	Perquisites Value ($)	Other Compensation Value ($)	Total Compensation ($)
John Seton Chief Executive Officer	2019	C$275,000	-	-	-	-	C$275,000
	2018	C$275,000	-	-	-	-	C$275,000
John Glen Chief Financial Officer	2019	C$60,000	-	-	-	-	C$60,000
	2018	C$225,000	-	-	-	-	C$225,000
	2019	US$60,000	-	-	-	-	US$60,000

Name & Position	Year	Fees ($)	Bonus ($)	Committee Fees ($)	Perquisites Value ($)	Other Compensation Value ($)	Total Compensation ($)
Jocelyn Bennett Chair	2018	US$37,941	-	-	-	-	US$37,941
John Terry Director	2019	US$40,000	-	-	-	-	US$40,000
	2018	US$12,993	-	-	-	-	US$12,993
Jon Morda Director	2019	US$40,000	-	-	-	-	US$40,000
	2018	US$31,427	-	-	-	-	US$31,427

The Company's compensation policies and practices are under consideration in connection with the application to list on the ASX and to bring the compensation policies and practices in line with current market standards.

As part of the Reorganisation the Company intends to review management structure and compensation in advance of the IPO. An indicative revised Director and Named Executive Officer Compensation table at the Closing Date is included in Schedule B.

Stock Options and Other Compensation Securities

During the financial years ended June 30, 2019 and June 30, 2018 no options or other compensation securities were granted or issued to or exercised by an NEO or director of the Company.

Stock Option Plans and Other Incentive Plans

The Company has no incentive plans other than its Stock Option Plan (the "**Plan**") which was on hold for the financial years ended June 30, 2019 and June 30, 2018 due to the Cease Trade Orders in effect for a part of those periods.

Employment, Consulting and Management Agreements

Jura Trust Limited entered into an Amended and Restated Management Services Agreement with the Company dated 17 November 2016 for a term of two years. Pursuant to the agreement, Jura Trust Limited makes available John Seton to provide management services and act as Chief Executive Officer of the Company for an annual fee of C$275,000.

Meridian Corporate Advisory Pty Ltd, a private company owned by John Glen, entered into a Management Services Agreement with the Company dated 17 November 2016 for a term of two years. Pursuant to the agreement, Meridian Corporate Advisory Pty Ltd makes available John Glen to provide management and accounting services and act as Chief Financial Officer of the Company for an annual fee of C$225,000.

As part of the Reorganisation the Company intends to review existing employment, consulting and management agreements in advance of the IPO. An indicative revised compensation table at the Closing Date is included in Schedule B.

Termination and Change of Control Benefits

The Company has entered into a management services agreement (each an "**Executive Agreement**") with each of its NEOs that provide for specific benefits in the event that NEO's employment is terminated

voluntarily by the NEO upon notice to the Company or following a material change in the NEO's responsibilities or by the Company upon notice. A summary of these benefits follows.

Termination

Pursuant to the Executive Agreements, the Company is required to make certain payments upon termination (whether voluntary, involuntary, or constructive), resignation or retirement or upon a change in the NEO's responsibilities, as applicable. An estimate of the amount of these payments assuming that the triggering event giving rise to such payments occurred on June 30, 2019 or 30 June 2018, is set out in the table below and is more fully described in the section that follows:

NEO	Triggering Event		
	Resignation or Retirement	Termination without Cause	Material Change in Responsibilities
John Seton	Nil	C$687,500 (1)	C$687,500 (1)
John Glen	Nil	C$56,250 (2)	C$56,250 (2)

(1) equivalent to 30 months' salary
(2) equivalent to 3 months' salary

As part of the Reorganisation the Company intends to review existing employment, consulting and management agreements in advance of the IPO. The Company has entered into discussions with John Seton to revise his termination fee to 6 months salary. An indicative revised compensation table at the Closing Date is included in Schedule B.

Termination by the NEO

The NEO may terminate his or her Executive Agreement and the services being provided by it thereunder by giving the Company at least three (3) months prior written notice (the "**NEO's Termination Notice**"), provided that the Company shall have the right to give written notice to the NEO that the Company is waiving the full notice period and is permitting the agreement and the services of the NEO to be terminated upon a date that is less than three months after the date of the NEO's Termination Notice as determined by the Company (the "**Company's Termination Notice**") and further provided that all salaries or fees payable to the NEO or the NEO's management company, and all other obligations of the Company to the NEO hereunder shall cease upon the date specified in the NEO's Termination Notice or the Company's Termination Notice, whichever is applicable provided that if the Company provides the

Company's Waiver of Notice, it will be obligated to pay fees up to and including the date specified in the Consultant's Termination Notice at the rate of the Consultant's annual fee or salary in effect at the time of the notice subject to a maximum of three (3) months payment.

The NEO shall be entitled to terminate his/her Executive Agreement immediately upon serving written notice to the Company in the event that:

- a receiver or liquidator is appointed in respect of the Company; or
- the Company fails to pay any moneys payable thereunder within fourteen (14) calendar days of the due date and shall further fail to pay such moneys within fourteen (14) calendar days of receiving written notice of such failure from the NEO.

The NEO may also terminate the Executive Agreement by giving the Company at least seven (7) days' notice if without the written agreement of the NEO, the nature of the duties, requirements and arrangements of the NEO are substantially changed such that the nature of the work that is required to be performed is not work which is consistent with the work ordinarily required to be performed for a position similar to that assumed by an executive for a publicly listed mining company and certain other enumerated circumstances, in which event the Company shall be obligated to provide the NEO with a payment which shall be payable on the fifth calendar day following the date of the notice of termination (the "**Employee's Notice of Termination**") and shall consist of the following, subject to the NEO executing and delivering a full and final release in writing to the Company:

- the NEO's full fee through to the date of termination at the amount in effect at the time the Employee's Notice;
- in lieu of further fees for periods subsequent to the date of the Employee's Notice of Termination, a payment as per the above table;
- the NEO's options on shares of the Company shall remain in full force and effect for the earlier of the expiry date of such options or twelve (12) months following the Company's Notice of Termination and the option agreements shall be deemed to have been amended, to the extent required, to the effect that any provision which would otherwise terminate such options as a result of the termination of the NEO's services shall be null and void.

The Company may at any time terminate an Executive Agreement for any just cause that would in law permit the Company to, without notice, terminate the NEO, in which event the NEO shall not be entitled to the payments set forth above, but shall be entitled to receive the full amount of the NEO's fees due through to the date of the notice of termination plus reimbursement of any allowable expenses.

General Termination Provisions

On a NEO's termination for any reason, the NEO agrees to deliver up to the Company all equipment, documents, financial statements, records, plans, drawings, papers of every nature in any way relating to the affairs of the Company and its associated or affiliated companies which may be in its possession or under its control. The NEO shall not be required to mitigate the amount of any payment provided for under any paragraph of these termination provisions by seeking other engagement or otherwise nor shall the amount of any payment provided by the termination provisions be reduced by any other compensation earned by the NEO as a result of engagement by another client after the date of termination or otherwise. The Company shall have full rights to offset any money properly due by the NEO or the Manager to the Company against any amounts payable by the Company to the NEO hereunder. The NEO will cease to be enrolled in any Company benefit plan after the last day of any notice period given.

Oversight and Description of Director and Named Executive Officer Compensation

Director and NEO Compensation

The Compensation Committee is comprised of three board members, one of which is an independent member. The current members of the Compensation Committee are Jocelyn Bennett (chair), Andrew Worland and Jon Morda. The significant industry experience of each of the Compensation Committee members, either as directors or officers of publicly traded international companies or the funds management industry provides them with a suitable perspective to make decisions on the appropriateness of the Company's compensation practices and policies.

The Compensation Committee's primary objective is to assist the Board in fulfilling its oversight responsibilities with respect to:

- the establishment and ongoing review of compensation policies including all incentive and equity based compensation policies;

- the performance evaluation of the Chief Executive Officer and the Chief Financial Officer, and determination of the compensation for the board of directors and all officers of the Company including approving awards under any incentive or equity based compensation plans, including the Company's stock option plan; and
- succession planning, including the appointment, training and evaluation of senior management.

The Compensation Committee intends to annually review best practice developments in this regard to ensure that current packages do not create undue risk to the Company and to ensure the alignment of compensation packages with the objective of enhancing Shareholder value through an increased share price.

Mitigation of Compensation Risks

The Compensation Committee believes that the Company's executive compensation policies and practices do not increase its risk profile. The Compensation Committee has designed the Company's compensation policies and practices to include safeguards designed to mitigate compensation risks, including the following:

- The engagement of independent compensation advisors, when required, to provide recommendations as to compensation levels taking into account the Company's policies and practices in relation to its peer group;
- Cash compensation of any annual cash bonuses is capped to ensure preservation of capital and to provide payout boundaries;
- The inclusion of a broad range of metrics (production output, financial performance and resource expansion and upgrading) in calculating annual cash bonuses pursuant to the Company's short-term incentive plan if in force;
- Regular review of the Company's long-term incentive plan and grants thereunder is undertaken to ensure continued relevance, applicability and peer group competitiveness;
- An anti-hedging policy which ensures that executives cannot participate in speculative activity related to the Company's securities.

Elements of NEO Compensation

Fees

The Company's CEO and CFO are paid in the form of annual fees. The Board will review these fees to ensure that they reflect each respective NEO's performance and experience in fulfilling their role and the fee shall not be less than was payable under the Management Services Agreement from 1 July 2012 to August 11 2020. In the year to June 30, 2019 the Board did not approve any change to fees payable to the NEOs.

Stock Options

The Company does not currently offer any long-term incentive plans, share compensation plans, retirement plans, pension plans or any such benefit plan for NEOs other than the Stock Option Plan. As noted above no options or other compensation securities were granted or issued to or exercised by an NEO or director of the Company during the last two financial years.

Pension Disclosure

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by the Company and none are proposed at this time.

RISK FACTORS

The following section describes risks that should be considered by Noteholders in evaluating whether to approve the Noteholder Resolution and includes both general and specific risks that could affect the Company, its business, results from operations and financial condition. The risks described below are not the only risks facing the Company. Additional risks and uncertainties not currently known or that are currently deemed immaterial may also materially and adversely affect the Company, its business, results from operations and financial condition.

Risks Relating to the Reorganization

The Completion of the Reorganization May Not Occur

The Corporation will not complete the Reorganization unless and until all conditions precedent to the Reorganization are satisfied or waived, some of which may not be under the Company's control, including, without limitation, the requisite approvals of the Noteholders. There can be no assurance that all of the conditions precedent will be satisfied or waived or that the Reorganization will be completed as currently contemplated or at all.

The Reorganization May Not Resolve All Financial Challenges of the Company's Business

The Reorganization is expected to improve the capital structure and financial position of the Company by substantially deleveraging its balance sheet and providing it with excess liquidity. In addition, the Board and management of the Company believe that the Reorganization will provide the necessary financial flexibility and capital resources to manage the business in the current economic environment and enable the Company to continue to pursue its business plan. However, the foregoing is contingent on many assumptions that may prove to be incorrect. Should any of those assumptions not materialize, the Reorganization may not have the effect of providing the Company with such anticipated benefits and the financial position of the Company may be materially adversely affected.

Risks Relating to the Non-Implementation of the Reorganization

The Company may be subject to other alternatives

If the Reorganization is not implemented, the Company's secured creditors have indicated that the Company could be subject to involuntary proceedings under creditor protection legislation and/or enforcement by secured creditors, which would likely have a more negative effect on the Company's stakeholders, particularly the Noteholders.

The Company may be unable to continue as a going concern

If the Reorganization is not implemented, the Company will not be able to generate sufficient cash for its operations and may need to raise additional capital to continue as a going concern. There can be no assurance that additional capital will be available to the Company on favourable terms or at all. The Company's inability to obtain additional capital, if and when needed, would have a material adverse effect on the financial condition of the Company and its ability to continue as a going concern.

Other Risk Factors

Other risk factors in respect of the Company and an investment in its securities are outlined in the Annual MD&A, and are incorporated by reference herein.

AUDITORS

The auditor of the Company is Grant Thornton New Zealand Audit Partnership.

MANAGEMENT CONTRACTS

Management functions of the Company are performed by the directors and executive officers of the Company and are not to any substantial degree performed by any other person

INDEBTEDNESS OF DIRECTORS, EXECUTIVE OFFICERS AND EMPLOYEES

No current or former executive officer, director or employee of the Company or of any of its subsidiaries is, or at any time since the beginning of the most recently completed financial year has been, indebted: (i) to the Company or any of its subsidiaries; or (ii) to another entity, where the indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as set forth in this Information Circular, the management of the Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any person who has been a director or executive officer at any time since the beginning of the Company's last financial year or any proposed nominee for election as a director, or any associate or affiliate of any of the foregoing persons, in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditors.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set forth in this Information Circular, the management of the Company is not aware of any material interest, direct or indirect, of any informed person or proposed director of the Company or any associate or affiliate of any such persons in any transaction since the commencement of the financial year ended December 31, 2019 or in any proposed transaction, which has materially affected or would materially affect the Company or any of its subsidiaries.

For the purposes of this Information Circular, an "informed person" means: (i) a director or officer of the Company, (ii) a director or officer of a person or company that is itself an informed person, or (iii) any person or company who beneficially owns, directly or indirectly, and/or exercises control or direction over voting securities of the Company carrying more than ten (10%) percent of the voting rights attaching to all outstanding voting securities of the Company.

ADDITIONAL INFORMATION

Additional information regarding the Company and its business activities is available on the SEDAR website located at www.sedar.com under “Company Profiles – Besra Gold Inc.”. The Company’s financial information is provided in the Company’s audited comparative financial statements and related management discussion and analysis for its most recently completed financial year and may be viewed on the SEDAR website at the location noted above. Shareholders of the Company may request copies of the Company’s financial statements and related management discussion and analysis by contacting James Hamilton, Investor Relations, at jim@besra.com (Phone: (416) 471 4494).

GENERAL

Unless otherwise stated, the information contained herein is given as of the 16th day of October, 2020.

APPROVAL

The contents and sending of this Circular have been approved by the directors of the Company.

DATED October 16, 2020

BY ORDER OF THE BOARD OF DIRECTORS

"John Seton"

John A. G. Seton
Chief Executive Officer and Director

SCHEDULE A
FORM OF NOTE AMENDMENT

(attached)

NOTE AMENDING AGREEMENT AND WAIVERS

THIS NOTE AMENDING AGREEMENT AND WAIVERS dated as of •, 2020 (this "**Agreement**") to the Note Agreements (as defined below) by and between Besra Gold Inc. (the "**Company"**) and Holder(s)s listed on the first page of signature page of each such Note Agreement (the "**Holders**").

RECITALS:

(A) A total of $ 47,485,886.26 principal amount of 3% unsecured convertible redeemable notes due November 17, 2020 (the "**Notes")** of the Company were issued to electing "Affected Creditors" of the Company in connection with an amended proposal dated March 13, 2016 under the *Bankruptcy and Insolvency Act (*Canada).

(B) The Notes were issued in identical form agreements (each, a "**Note Agreement"** and collectively, the "**Note Agreements"**) on November 17, 2016.

(C) Section 14 of the Note Agreements provides for the calling of meetings of the Holders for such purposes as may be set out in the notice of meeting given by the Company and which purposes may include, among other things:

- power to approve any amendment or change whatsoever to any of the provisions of the Notes and any modification, abrogation, alteration, compromise or arrangement of the rights of the holders of Notes against the Company or against its undertaking, property and assets or any part thereof;
- power to approve any scheme for the reconstruction or reorganization of the Company or for the consolidation, amalgamation or merger of the Company with or into any other person or for the sale, lease, transfer or other disposition of the undertaking, property and assets of the Company or any part thereof; and
- power to waive any provision under the Notes including any Event of Default or the compliance by the Company with any covenant hereunder.

(D) A meeting of Holders (the "**Meeting"**) was held on November 16, 2020 pursuant to Section 14 of the Note Agreements, for the purpose of considering the "Noteholder Resolution" described in an information circular (the "**Circular"**) dated October 16, 2020.

(E) The Noteholder Resolution, which was duly approved at the Meeting, included approval of the Reorganization (as defined in the Circular) and this Note Amending Agreement and Waivers.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Note Agreements, collectively and individually, are hereby amended as follows:

Article I. INTERPRETATION

Section 1.01 **Defined Terms**

Capitalized terms used herein shall have the meaning ascribed in Section 2.01 hereof, provided capitalized terms without express definition shall have the same meanings herein as are ascribed thereto in the Note Agreements.

Section 1.02 **Section References**

The division of this Agreement into Articles and Sections, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreements supplemental hereto.

Section 1.03 **Governing Law**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the Province of Ontario excluding choice of law principles of the law of such Province that would permit the application of the laws of a jurisdiction other than such Province.

Article II. AMENDMENTS TO NOTE AGREEMENTS

Section 2.01 **Amendments to Note Agreements.**

A new Section 4b of each and all of the Note Agreements is hereby added, to read as follows:

"4b Listing and Automatic Exchange Event.

(a) Additional Defined Terms: In this Section 4b, the following terms shall have the meanings ascribed below:

(i) **ASX** means ASX Limited (ABN 98 008 624 691) or, as the context requires, the financial market operated by it;

(ii) **Business Day** means a day on which trading takes place on the stock market of ASX;

(iii) **CDI** means a CHESS depositary interest over Common Shares (on a one for one basis);

(iv) **Circular** means the Management Information Circular of the Company dated October 16, 2020 in connection with an extraordinary meeting of Holders;

(v) **Change of Control** means the acquisition by any person or by any person and all Joint Actors (as defined in the Securities Act (Ontario)), whether directly or indirectly, of voting securities of the Company, which, when added to all other voting securities of the Company at the time held by such person

or by such person and a Joint Actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.

(vi) **Class A ZEPOs** means Class A zero price options issued by the Company having the terms provided in this Section 4b;

(vii) **Class A ZEPO Vesting Condition** means that (i) the Project has achieved a JORC compliant mineral resource estimate greater than 4.0 million ounces of contained gold with a cut-off grade of not less than 0.5 grams per tonne gold for the Project, (ii) a Sale of the Project occurs, or (iii) a Change of Control occurs;

(viii) **Class B ZEPOs** means Class B zero price options issued by the Company having the terms provided in this Section 4b;

(ix) **Class B ZEPO Vesting Condition** means that the Project has achieved (i) a JORC compliant mineral resource estimate greater than 5.0 million ounces of contained gold with a cut-off grade of not less than 0.5 grams per tonne gold for the Project; (ii) completes a feasibility study on the Project which evidences an internal rate of return in excess of 30% using publicly available spot commodity pricing and verifiable industry assumptions, (iii) a Sale of Project occurs or (iv) a Change of Control occurs;

(x) **Closing Date** has the meaning set forth in Section 4b(f);

(xi) **Closing Time** has the meaning set forth in Section 4b(f);

(xii) **Completion** has the meaning set forth in Section 4b(f)

(xiii) **Conditional Admission** means the first date on which ASX has confirmed that it has resolved on a conditional basis to admit the Company to the Official List of the ASX and the Minimum Subscription under the Offer has been raised;

(xiv) **Listing** means the date the Company is admitted to the Official List of the ASX;

(xv) **Listing Rules** means the official listing rules from time to time of the ASX;

(xvi) **Minimum Subscription** means AU$8,000,000, equating to the issue of 40,000,000 CDIs;

(xvii) **Offer** means the offer under the Prospectus of between 40,000,000 and 50,000,000 CDIs by the Company at the Offer Price;

(xviii) **Offer Price** means A$0.20 per CDI;

(xix) **Offer to Noteholders** means an offer of Units in exchange for Notes;

(xx) **Project** means the Bau Gold Project owned by a subsidiary of the Company;

(xxi) **Prospectus** means the prospectus to be issued by the Company under Chart 6D of the Corporations Act 2001 (Cth) containing the Offer and the Offer to Noteholders;

(xxii) **Restriction Deed** has the meaning given in 4b(g);

(xxiii) **Sale of the Project** means the direct or indirect sale by the Company more than 33 1/3% interest in the Project.

(xxiv) **Units** means 47,485.886 units issued by the Company composed of 210.5888 Class A ZEPOs and 231.6477 Class B ZEPOs in each Unit; and

(xxv) **ZEPOs** means Zero Price Options to acquire Shares to be issued as described herein and more particularly set forth in an indenture to be entered into by the Company with an option agent.

(b) Automatic Exchange. Effective on the Closing Time, all Holders of Notes shall be deemed, at the Closing Date, to have accepted the Offer to Noteholders and exchanged and transferred to the Company (the **Automatic Exchange**) all of such Holder's right, title and interest in and to the Notes (including all accrued interest thereon) registered in its name and shall thereupon automatically cease to be a Holder of such Notes and all rights of such Holder as a debtholder of the Company, shall automatically cease, and the Company shall issue in exchange for the $ 47,485,886.26 aggregate principal amount of Notes (and all accrued interest thereon), for Units, on the basis of one Unit being issued in exchange for the settlement in full of each $1,000 principal amount of Notes (and all accrued interest thereon) under the Prospectus and in accordance with the Offer to Noteholders. The Holder shall thereupon and thereafter be deemed to be and for all purposes shall hereby be Holder of ZEPOs comprising such Units on such basis.

(c) Each ZEPO will be exersiseable, for no consideration, for one CDI (subject to adjustment for corporate reorganisations and the like, as provided in the indenture respecting the ZEPOs). No fractional securities will be issued in connection with the Reorganization. With respect to fractional securities that would otherwise be issuable to a Noteholder, the entitlement of such Noteholder will be reduced to the next lowest whole number of securities.

(d) Class A ZEPOs will automatically vest and be exercised for CDIs at such time as the Class A ZEPO Vesting Condition is met. Class A ZEPOs will expire 2 years after the Closing Date.

(e) Class B ZEPOs will automatically vest and be exercised for CDIs at such time as the Class B ZEPO Vesting Condition is met. Class B ZEPOs will expire 3 years after the Closing Date.

(f) Completion: Completion of the Automatic Exchange will take place at 10:00am (Perth time) (**Closing Time)** at the office of Gilbert + Tobin at Level 16, Brookfield Place, Tower 2, 123 St Georges Terrace, Perth WA 6000 on the Business Day after the date of Conditional Admission (the **Closing Date**).

(g) Escrow: If required by the Listing Rules, each Holder will deliver at or prior to Closing Time (in a form provided by the Company acting reasonably) a properly executed restriction deed in respect of the securities underlying the Units issued to such Holder in the form prescribed by the Listing Rules or otherwise agreed by the ASX, pursuant to which the securities underlying

the Units will be subject to escrow for such period and on such terms as prescribed by the Listing Rules or otherwise by the ASX (**Restriction Deed**).

(h) Procedure: The Company shall cause to be delivered notice to the Holders of Notes of the occurrence of the Automatic Exchange within 10 days after occurrence of the Automatic Exchange; provided, however, that a failure to make such delivery shall not affect, reduce or modify in anyway the effectiveness of the Automatic Exchange with effect as of the Closing Time. The procedure for the issuance of the Units to Holders is as set forth in the Letter of Transmittal referred to in the Circular. The issuance of Units to Holders is subject to compliance with applicable securities laws as provided in the Circular.

(i) Power of Attorney:

(i) On and from Completion, each Holder hereby agrees to:

i. appoint the Company as attorney and agent of the Holder in conjunction with or pursuant to the Listing and Offer and Offer to Noteholders to execute all documents and take all actions as may be necessary to perform any obligations of the Holder arising pursuant to this Agreement, and in executing such documents and taking such actions, to use the name of the Holder in connection with the registration of the securities comprising the Units, including completion of a Restriction Deed;
ii. indemnify the Company against all claims, demands and costs arising in any way in connection with the lawful exercise of all or any of the attorney's powers and authorities under that appointment except in respect of claims, demands and costs arising as a result of that attorney's fraud, negligence or wilful default; and
iii. deliver to the Company on demand any power of attorney, instrument of transfer or other instruments as the Company may require for the purposes of any of the transactions contemplated by this Agreement. The Power of Attorney granted above is granted to the Company and, being coupled with an interest, shall not be revocable by Holder for any reason.
iv. The Power of Attorney granted above may be exercised during any subsequent legal incapacity on the Holder's part and shall be binding upon the heirs, executors, administrators, successors and assigns of the Holder.
v. The Power of Attorney granted above shall be governed by and construed in accordance with the Province of Ontario and the federal laws of Canada applicable therein."

Section 2.02 Maturity Date

Each and all of the Note Agreements are hereby amended to change the Maturity Date, as defined therein, from November 17, 2020 to February 28, 2020.

Article III. Waivers

Section 3.01 Waivers

(a) In order for the Offer and Listing to proceed, the Holder agrees to a waiver of all Events of Default and standstill on enforcement on the terms of Section 3.01(b) until the Condition Satisfaction Date. Upon Completion any and all rights of Holder in respect of prior defaults under the Notes will be extinguished.

(b) Holder agrees that it will not, without the Company's prior written consent, take any steps whatsoever to enforce any existing or future default under the Notes (including without limitation, asserting any rights of set-off or claims against any property, assets or undertakings of the Company, making any demands, accelerating any obligations, commencing any insolvency proceedings).

(c) In order for the Offer and Listing to proceed, Holder waives its rights under section 15 of the Notes to subscribe for Common Shares in connection with the Offer.

Article IV. CONDITION PRECEDENT

Section 4.01 Condition Precedent.

(a) If the Company has not received of notice of Conditional Admission (the **Condition Precedent**) on or before February 28, 2020 (**Condition Satisfaction Date**), this Agreement will automatically terminate on the next Business Day and be of no further force or effect.

(b) The Condition Precedent is for the benefit of the Company and the Holders of the Notes and cannot be waived.

Article V. GENERAL

5.1 Agreement Part of Note Agreement.

The amendments to the Note Agreements effected by this Agreement shall be construed in connection with and as part of the Note Agreements and except as modified and expressly amended by this Agreement, all terms, conditions and covenants contained in the Note Agreements and the Notes are hereby ratified and shall be and remain in full force and effect.

5.2 Notices.

Any and all notices, certificates and other instruments executed and delivered after the execution and delivery of this Agreement may refer to the Note Agreement without making specific reference to this Agreement but nevertheless all such references shall include this Agreement unless the context otherwise requires.

5.3 Counterparts.

This Agreement may be executed by facsimile and pdf and in any number of counterparts, all of which together shall constitute one instrument.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Company has caused this Note Amending Agreement and Waivers to be issued as of the date first above written.

BESRA GOLD INC.

Per: _____
Name: John A.G. Seton
Title: Managing Director and
Chief Executive Officer

[Signature page to Amending Agreement and Waivers]

SCHEDULE B
ADDITIONAL INFORMATION

Liquidity & Debt Structure

As at 31 March 2020 the Company had cash on hand of $10,154 and liabilities owing of $56,982,742. Following completion of the Reorganization, the Company expects to have cash on hand of approximately AUD$7,500,000 (minimum subscription), or AUD$9,000,000 (maximum subscription), and liabilities of approximately AUD$1,000,000 (including normal month to month trade creditors).

Capital Structure

The intended capital structure of the Company following completion of the Reorganization is summarised below.

This is provided to assist the Noteholders with consideration of the Noteholder Resolutions and the final capital structure will be subject to agreement between the Company, the Lead Manager and market conditions at time of the potential Offer. Any material derogation to this capital structure prior to the date of the Noteholder Meeting will be notified to Noteholders by way of supplementary disclosure.

The terms and conditions of all securities discussed in the Circular will need comply with the ASX listing rules and applicable securities laws. The ASX retains ultimate discretion to admit the CDIs, and any CDIs issued on conversion of the Options, Warrants and Performance Rights to admission and quotation on the ASX.

CDIs will be issued on a ratio of one (1) CDI for one (1) Share at a price of AU$0.20 per CDI. The intended capital structure below is shown on a post-Consolidation basis.

The Offer	**Minimum Subscription**	**Maximum Subscription**
Shares/CDIs		
Shares on issue as at the Prospectus Date (post consolidation and cancellation of Pangaea escrow shares)	4,819,572	4,819,572
CDIs to be issued to the secured creditors under the Capital Restructuring	91,372,811	91,372,811
CDIs to be issued to Pre-IPO Investors	37,243,719	37,243,719
CDIs to be issued under the Offer	40,000,000	50,000,000
CDI to be issued for deferred asset purchase & to settle trade creditors	5,000,000	5,000,000
Total number of Shares/CDIs on issue following the Offer	**178,436,101**	**188,436,101**

The Offer	Minimum Subscription	Maximum Subscription
Options		
Lead Manager Options on issue following the Offer	9,221,713	9,748,028
Class A Incentive Options on issue following the Offer	5,315,447	5,625,000
Class B Incentive Options on issue following the Offer	3,962,253	4,193,000
Bonus Options on issue following the Offer	1,120,000	1,400,000
Total number of Options on issue following the Offer	**19,619,413**	**20,966,028**
Zero Price Options		
Class A ZEPOS on issue following the Offer	10,000,000	10,000,000
Class B ZEPOs on issue following the Offer	11,500,000	11,500,000
Total number of Zero Price Options on issue following the Offer	**21,500,000**	**21,500,000**
Performance Rights		
Board and Executive Performance Rights	2,743,241	2,743,271
Total number of Performance Rights on issue following the Offer	**2,743,241**	**2,743,271**
Warrants		
Warrants on issue to Forest Nominees following the Offer	1,776,440	1,776,440
Total number of Warrants on issue following the Offer	**1,776,440**	**1,776,440**

Additional Information Regarding Warrants and Options

Zero Price Options to be issued to Noteholders

- Effective upon Closing, $47,485,886.26 aggregate principal amount of Notes (and all accrued interest thereon), will be exchanged for 47,485.886 Units issued by the Company, on the basis of one Unit being issued in exchange for the settlement in full of each $1,000 principal amount of Notes (and all accrued interest thereon), each Unit composed of 210.5888 Class A Zero Price Options (**Class A ZEPOs**) and 231.6477 Class B Zero Price Options (**Class B ZEPOs**) in each Unit (collectively, **ZEPOs**).
    - Each ZEPO will be exercisable, for no consideration, for one CDI (subject to adjustment for corporate reorganisations and the like).
    - Class A ZEPOs will automatically vest and be exercised for CDIs at such time as the Class A ZEPO Vesting Condition is met. Class A ZEPOs will expire 2 years after the Closing Date. The "Class A ZEPO Vesting Condition" means that (i) the Project has achieved a JORC compliant mineral resource estimate greater than 4.0 million ounces of contained gold with a cut-off grade of not less than 0.5 grams per tonne gold for the Project, or, (ii) a Sale of the Project occurs, or (iii) a Change of Control occurs.
    - Class B ZEPOs will automatically vest and be exercised for CDIs at such time as the Class B ZEPO Vesting Condition is met. Class B ZEPOs will expire 3 years after the Closing Date. The "Class B ZEPO Vesting Condition" means that the Project has achieved (i) a JORC compliant mineral resource estimate greater than 5.0 million ounces of contained gold with a cut-off grade of not less than 0.5 grams per tonne gold for the Project or; (ii) completes a feasibility study on the Project which evidences an internal rate of return in excess of 30% using publicly available spot commodity pricing and verifiable industry assumptions or, (iii) a Sale of Project occurs or (iv) a Change of Control occurs.
    - "Change of Control" means the acquisition by any person or by any person and all Joint Actors (as defined in the Securities Act (Ontario), whether directly or indirectly, of voting securities of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a joint actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.
    - "Sale of the Project" means the direct or indirect sale by the Company more than 33 1/3% interest in the Project.
    - No fractional securities will be issued in connection with the Reorganization. With respect to fractional securities that would otherwise be issuable to a Noteholder, the entitlement of such Noteholder will be reduced to the next lowest whole number of securities.

Lead Manager Options

The Lead Manager of the Offer shall be provided compensation which includes Options equating to 5% of the fully diluted number of Shares constituting the capital of the Company with an exercise price of AU$0.25 (equating to a 25% premium to the IPO Offer Price) and expiring 4 years from the date of Listing.

Incentive Options

Upon completion of the Offer, the Company intends to offer a total of either 5,315,447 or 5,625,000 Class A Incentive Options and a total of either 3,962,253 or 4,193,000 Class B Incentive Options (equating collectively to approximately 5% of the capital of the Company) to the Directors and Senior Management pursuant to an Equity Incentive Plan to be adopted by the Company in connection with the Reorganization as follows:

Minimum Subscription

Person	Class A Incentive Options	Class B Incentive Options	Total
Jocelyn Bennett	1,433,202	1,068,341	2,501,543
John Seton	937,094	698,530	1,635,624
Jon Morda	937,094	698,530	1,635,624
Mark Eaton	669,353	498,950	1,168,303
Paul Ingram	669,353	498,950	1,168,303
Andrew Worland	669,353	498,950	1,168,303
Total:	**5,315,447**	**3,962,253**	**9,277,700**

Maximum Subscription

Person	Class A Incentive Options	Class B Incentive Options	Total
Jocelyn Bennett	1,516,667	1,130,557	2,647,224
John Seton	991,667	739,210	1,730,877
Jon Morda	991,667	739,210	1,730,877
Mark Eaton	708,333	528,007	1,236,341
Paul Ingram	708,333	528,007	1,236,341
Andrew Worland	708,333	528,007	1,236,341
Total:	**5,625,000**	**4,193,000**	**9,818,000**

The key terms of the Incentive Options are:

- **exercise price**: the Class A Incentive Options are proposed to be exercisable at a 50% premium to the Offer Price (being, AU$0.30) and the Class B Incentive Options will be exercisable at a 100% premium to the Offer Price (being, A$0.40);
- **expiry**: five years from the date of issue;
- **vesting**: one-third will vest on the date of grant, one-third will vest on the first anniversary of the date of grant and the remaining third will vest on the second anniversary of the date of grant;
- **transferability**: the options are not proposed to be transferable and will not be quoted.

Bonus Options

Upon completion of the Offer, the Company intends to issue a total of either 1,120,000 and 1,400,000 Options to certain Directors, Senior Management and employees of the Company in recognition of their contributions to the Company over the past couple of years including in relation to their assistance with preparing the Company for this IPO (**Bonus Options**). Of these, a total of either 840,000 or 1,050,000 Options (depending on the size of the IPO raise) will be issued to the following Directors and members of Senior Management:

Person	Bonus Options	
	Minimum Subscription	**Maximum Subscription**
John Seton	400,000	500,000
Ray Shaw	280,000	350,000
John Glen	160,000	200,000
Total:	**840,000**	**1,050,000**

The Bonus Options will be issued on substantially the same terms and the Lead Manager Options.

Performance Rights

Upon completion of the Offer, the Company intends to offer a total of 2,743,241 Performance Rights to the Directors, Senor Management and certain employees of Besra. Of these, a total of 1,431,658 Performance Rights will be issued to the following Directors and members of Senior Management:

Person	**Class A Performance Rights**	**Class B Performance Rights**	**Total**
John Seton	264,780	132,390	397,170
Ray Shaw	615,767	307,883	923,650
John Glen	73,892	36,946	110,838
Total:	**954,439**	**477,219**	**1,431,658**

The Performance Rights are proposed to be issued subject to the following vesting hurdles:

- Class A performance rights subject to vesting condition of (i) 4 Moz resource being achieved measured over a two (2) year period or (ii) a Sale of the Project occurs, or (iii) a Change of Control occurs and expiring two (2) years from Listing; and

- Class B performance rights subject to vesting condition of (i) 5 Moz resource being measured over a three (3) year period or (ii) completes a feasibility study on the Project which evidences an internal rate of return in excess of 30% using publicly available spot commodity pricing and verifiable industry assumptions, or (iii) a Sale of Project occurs or (iv) a Change of Control occurs. and expiring three (3) years from Listing.

  Sale of Project or Change of Control has the same meaning as defined in the Zero Priced Options.

Additional Information Regarding Director and Senior Management Compensation

Details of the proposed total annual remuneration of the Directors and Senior Management, from Listing, are set out in the table below. The Board considers these arrangements to constitute reasonable remuneration.

Person	**Remuneration[1] (A$)**
Jocelyn Bennett	65,000
Jon Morda	42,500
John Seton	150,000
Mark Eaton	42,500
Paul Ingram	42,500
Andrew Worland	42,500
Ray Shaw	190,000
John Glen	30,000

1 Excluding superannuation.