EXECUTION VERSION

ENDEAVOUR MINING CORPORATION

ENDEAVOUR GOLD CORPORATION

and

TRUE GOLD MINING INC.

ARRANGEMENT AGREEMENT

MARCH 3, 2016

STIKEMAN ELLIOTT LLP

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ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT dated March 3, 2016

AMONG:

ENDEAVOUR MINING CORPORATION, an exempted company incorporated with limited liability in the Cayman Islands ("**Endeavour**")

- and -

ENDEAVOUR GOLD CORPORATION, an exempted company incorporated with limited liability in the Cayman Islands ("**Endeavour Gold**")

- and -

TRUE GOLD MINING INC., a company incorporated under the laws of British Columbia ("**True Gold**")

WHEREAS:

A. Endeavour wishes to indirectly acquire all of the issued and outstanding True Gold Shares pursuant to the Arrangement;

B. The True Gold Board has determined, after receiving financial and legal advice and following the receipt and review of a unanimous recommendation from the Special Committee, that the Consideration per True Gold Share to be received by True Gold Securityholders pursuant to the Arrangement is fair and that the Arrangement is in the best interests of True Gold, and the True Gold Board has decided to recommend that the True Gold Securityholders vote in favour of the Arrangement, all subject to the terms and the conditions contained in this Agreement;

C. Endeavour has entered into the Endeavour Support Agreement with the True Gold Locked-Up Securityholders, pursuant to which, among other things, such True Gold Locked-Up Securityholders agree, subject to the terms and conditions thereof, to vote the True Gold Shares and True Gold Options held by them in favour of the Arrangement Resolution; and

D. True Gold has entered into the True Gold Support Agreement with the Endeavour Locked-Up Shareholders, pursuant to which, among other things, such Endeavour Locked-Up Shareholders agree, subject to the terms and conditions thereof, to vote the Endeavour Shares held by them in favour of the Endeavour Resolution.

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement and other than any transaction involving only True Gold and/or one or more wholly-owned True Gold Subsidiaries, any offer, proposal or inquiry (written or oral) from any Person or group of Persons other than Endeavour (or any affiliate of Endeavour or any Person acting in concert with Endeavour or any affiliate of Endeavour) after the date of this Agreement relating to: (a) any acquisition or purchase, direct or indirect, of: (i) the assets of True Gold and/or one or more True Gold Subsidiaries that, individually or in the aggregate, constitute 20% or more of the consolidated assets of True Gold and the True Gold Subsidiaries, taken as a whole, or which contribute 20% or more of the consolidated revenue of True Gold and the True Gold Subsidiaries, taken as a whole, or (ii) 20% or more of the issued and outstanding voting or equity securities of: (A) True Gold; or (B) any one or more the True Gold Subsidiaries that, individually or in the aggregate, contribute 20% or more of the consolidated revenues or constitute 20% or more of the consolidated assets of True Gold and the True Gold Subsidiaries, taken as a whole; (b) any take-over bid, tender offer or exchange offer that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of the issued and outstanding voting or equity securities of any class of voting or equity securities of True Gold; (c) a plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving: (A) True Gold; or (B) any of the True Gold Subsidiaries whose assets or revenues, individually or in the aggregate, constitute 20% or more of the consolidated assets or revenues, as applicable, of True Gold and the True Gold Subsidiaries, taken as a whole; (d) a joint venture or earn-in right relating to 20% or more of True Gold's consolidated assets; or (e) a sale relating to 20% or more of True Gold's consolidated assets (or any lease, long-term supply or off-take agreement, hedging arrangement or other transaction having the same economic effect as a sale of such assets);

"**affiliate**" has the meaning ascribed thereto in the National Instrument 45-106 – *Prospectus and Registration Exemptions* of the Canadian Securities Administrators in effect on the date of this Agreement;

"**Agreement**" means this arrangement agreement, including all schedules annexed hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

"**Arrangement**" means the arrangement of True Gold under Section 288 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 8.4 hereof or the Plan of Arrangement or made at the direction of the Court in the Final Order (provided, however, that any such amendment or variation is acceptable to both True Gold and Endeavour, each acting reasonably);

"**Arrangement Resolution**" means the special resolution of the True Gold Securityholders, voting together as a single class, approving the Plan of Arrangement which is to be considered at the True Gold Meeting, substantially in the form and content of Schedule B hereto;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia, George Town, Grand Cayman or Toronto, Ontario, or the Principality of Monaco;

"**Confidentiality Agreement**" means the confidentiality agreement between Endeavour and True Gold dated September 9, 2015 pursuant to which the Parties provided confidential information to each other;

"**Consideration**" means the consideration to be received by the True Gold Shareholders pursuant to the Plan of Arrangement as consideration for their True Gold Shares, consisting of 0.044 of an Endeavour Share for each True Gold Share;

"**Consideration Shares**" means the Endeavour Shares to be issued pursuant to the Plan of Arrangement;

"**Contract**" means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership or other right or obligation (written or oral) to which a Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or affected or to which any of their respective properties or assets is subject;

"**Convertible Loan**" means the $15,000,000 unsecured term loan from Endeavour (or one of its Affiliates) to True Gold (or one of its Affiliates) to be made pursuant to the terms of the convertible loan agreement between Endeavour, True Gold Finance Corp. and True Gold dated the date hereof;

"**Court**" means the Supreme Court of British Columbia;

"**Depositary**" means any trust company, bank or other financial institution agreed to in writing by True Gold and Endeavour for the purpose of, among other things, exchanging certificates representing True Gold Shares for the Consideration in connection with the Arrangement;

"**Dissent Rights**" means the rights of dissent exercisable by the True Gold Shareholders in respect of the Arrangement described in Article 4 of the Plan of Arrangement;

"**Effective Date**" means the date upon which the Arrangement becomes effective, as set out in the Plan of Arrangement;

"**Effective Time**" means the time on the Effective Date that the Arrangement becomes effective, as set out in the Plan of Arrangement;

"**Endeavour**" means Endeavour Mining Corporation, an exempted company incorporated with limited liability in the Cayman Islands;

"**Endeavour Balance Sheet**" has the meaning ascribed thereto in Subsection 4.1(l);

"**Endeavour Benefit Plans**" means any pension or retirement income plans or other employee compensation, other than equity- or security-based compensation arrangements, or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon Endeavour or any of the Endeavour Material Subsidiaries or for which Endeavour or the Endeavour Material Subsidiaries could have any liability;

"**Endeavour Board**" means the board of directors of Endeavour as the same is constituted from time to time;

"**Endeavour Circular**" means the notice of the Endeavour Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith and documents incorporated by reference therein, to be sent to the Endeavour Shareholders in connection with the Endeavour Meeting, as amended, supplemented or otherwise modified from time to time;

"**Endeavour Disclosure Letter**" means the disclosure letter executed by Endeavour and delivered to True Gold concurrently with execution of this Agreement;

"**Endeavour Gold**" means Endeavour Gold Corporation, an exempted company incorporated with limited liability in the Cayman Islands, and a direct wholly-owned subsidiary of Endeavour;

"**Endeavour Gold Ordinary Shares**" has the meaning ascribed therein in Subsection 4.1(h);

"**Endeavour Locked-up Shareholders"** means Endeavour's executive officers and directors and La Mancha Holding S.àr.l.;

"**Endeavour Material Adverse Effect**" means any one or more changes, effects, events or occurrences that, individually or in the aggregate, is, or could reasonably be expected to be, material and adverse to the business, operations, results of operations, assets, properties, capitalization, financial condition, liabilities (contingent or otherwise) or prospects (whether contractual or otherwise) of Endeavour and the Endeavour Material Subsidiaries, taken as a whole, other than any change, effect, event or occurrence: (i) in or relating to general political, economic or financial conditions in Mali, Ghana, Burkina Faso or Côte d'Ivoire; (ii) in or relating to the state of securities markets in general, including any reduction in market indices; (iii) in or relating to currency exchange rates; (iv) in or relating to the industries in which Endeavour and the Endeavour Material Subsidiaries operate in general or the market for gold in general; (v) in or relating to GAAP or regulatory accounting requirements; (vi) in or relating to any applicable Laws or any interpretation thereof by any Governmental Entity; or (vii) relating to a change in the

market trading price of the Endeavour Shares either (A) related to this Agreement and the Arrangement or the announcement thereof or (B) related to such a change in the market trading price primarily resulting from a change, effect, event or occurrence excluded from this definition of "Endeavour Material Adverse Effect" under subsections (i) to (vi) above; provided, however, that such effect referred to in subsections (ii) to (vi) above does not primarily relate to (or have the effect of primarily relating to) Endeavour or the Endeavour Material Subsidiaries or disproportionately adversely affect Endeavour and the Endeavour Material Subsidiaries, taken as a whole, compared to other companies of similar size operating in the industry in which Endeavour and the Endeavour Material Subsidiaries operate or results from any change in Laws or in the interpretation, application or non-application of Laws by any Governmental Entity (including all related fiscal regimes) which results in any expropriation or other proceedings alleging illegality or irregularity of any material contract or license undertaken by Governmental Entities or suspension or revocation, or proposed or alleged suspension or revocation or allegation of illegality, of any authorization, consent, approval, license or material contract with any Governmental Entity; and references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether an "Endeavour Material Adverse Effect" has occurred;

"**Endeavour Material Subsidiaries**" means the Subsidiaries of Endeavour set out in Schedule 4.1(d) of the Endeavour Disclosure Letter;

"**Endeavour Meeting**" means the extraordinary meeting of Endeavour Shareholders, including any adjournment or postponement thereof, to be called for the purpose of obtaining Endeavour Shareholder Approval;

"**Endeavour Mineral Rights**" has the meaning ascribed thereto in Subsection 4.1(m)(i);

"**Endeavour Option Plan**" means the amended and restated stock option plan of Endeavour effective June 18, 2015, approved by Endeavour Shareholders at a meeting held on June 18, 2015;

"**Endeavour Options**" means the outstanding options to purchase Endeavour Shares granted under the Endeavour Option Plan;

"**Endeavour Property**" has the meaning ascribed thereto in Subsection 4.1(m)(i);

"**Endeavour Proposal**" means any offer, proposal or inquiry (written or oral) from any Person or group of Persons other than True Gold (or any affiliate of True Gold or any Person acting in concert with True Gold or any affiliate of True Gold) after the date of this Agreement relating to: (a) any acquisition or purchase, direct or indirect, of: (i) the assets of Endeavour and/or one or more Endeavour Subsidiaries that, individually or in the aggregate, constitute 50% or more of the consolidated assets of Endeavour and the Endeavour Subsidiaries, taken as a whole, or which contribute 50% or more of the consolidated revenue of Endeavour and the Endeavour Subsidiaries, taken as a whole, or (ii) 50% or more of the issued and outstanding voting or equity securities of: (A) Endeavour; or (B) any one or more of the Endeavour Subsidiaries that, individually or in the aggregate, contribute 50% or

more of the consolidated revenues or constitute 50% or more of the consolidated assets of Endeavour and the Endeavour Subsidiaries, taken as a whole; (b) any take-over bid, tender offer or exchange offer that, if consummated, would result in such Person or group of Persons beneficially owning 50% or more of the issued and outstanding voting or equity securities of any class of voting or equity securities of Endeavour; (c) a plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving: (A) Endeavour; or (B) any of the Endeavour Subsidiaries whose assets or revenues, individually or in the aggregate, constitute 50% or more of the consolidated assets or revenues, as applicable, of Endeavour and the Endeavour Subsidiaries, taken as a whole; (d) a joint venture or earn-in right relating to 50% or more of Endeavour's consolidated assets; or (e) a sale relating to 50% or more of Endeavour's consolidated assets (or any lease, long-term supply or off-take agreement, hedging arrangement or other transaction having the same economic effect as a sale of such assets);

"**Endeavour Public Documents**" means all documents or information filed on SEDAR by Endeavour under applicable Securities Laws since and including January 1, 2015 to and including the date hereof;

"**Endeavour Resolution**" means the ordinary resolution of Endeavour Shareholders approving the issuance of the Consideration Shares at the Endeavour Meeting substantially in the form and content of Schedule C hereto;

"**Endeavour Shareholder Approval**" means the approval by the Endeavour Shareholders by ordinary resolution of the issuance of the Consideration Shares at the Endeavour Meeting and, if required, of the transactions contemplated by this Agreement, in accordance with the policies and rules of the TSX;

"**Endeavour Shareholders**" means the holders of Endeavour Shares;

"**Endeavour Shares**" means the voting ordinary shares in the share capital of Endeavour of nominal or par value of $0.10;

"**Endeavour SubCo**" means an unlimited liability company to be incorporated under the laws of British Columbia and which will be a direct wholly-owned subsidiary of Endeavour Gold;

"**Endeavour SubCo Common Share**" has the meaning ascribed therein in Subsection 4.1(h);

"**Endeavour Subsidiaries**" means all the direct and indirect Subsidiaries of Endeavour;

"**Endeavour Support Agreement**" means the support agreement (including all amendments thereto) between Endeavour and the True Gold Locked-up Securityholders setting forth the terms and conditions upon which they agree, among other things, to vote their True Gold Shares and True Gold Options in favour of the Arrangement Resolution;

"**Environmental Laws**" means all Laws, imposing obligations, responsibilities, liabilities or standards of conduct for or relating to: (a) the regulation or control of

pollution, contamination, activities, materials, substances or wastes in connection with or for the protection of human health or safety, the environment or natural resources (including climate, air, surface water, groundwater, wetlands, land surface, subsurface strata, wildlife, aquatic species and vegetation); or (b) the use, generation, disposal, treatment, processing, recycling, handling, transport, distribution, destruction, transfer, import, export or sale of Hazardous Substances;

"**Environmental Liabilities**" means, with respect to any Person, all liabilities, obligations, responsibilities, responses, losses, damages, punitive damages, property damages, consequential damages, treble damages, costs (including control, remedial and removal costs, investigation costs, capital costs, operation and maintenance costs), expenses, fines, penalties and sanctions incurred as a result of or related to any claim, suit, action, administrative or court order, investigation, proceeding or demand by any Person, arising under or related to any Environmental Laws, Environmental Permits, or in connection with any: (a) Release or threatened Release or presence of a Hazardous Substance; (b) tank, drum, pipe or other container that contains or contained a Hazardous Substance; or (c) use, generation, disposal, treatment, processing, recycling, handling, transport, transfer, import, export or sale of a Hazardous Substance;

"**Environmental Permits**" means all Permits or program participation requirements with or from any Governmental Entity under any Environmental Laws;

"**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA, in a form acceptable to True Gold and Endeavour, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both True Gold and Endeavour, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

"**GAAP**" means generally accepted accounting principles as set-out in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis;

"**Gold Stream**" means the gold purchase and sale agreement between True Gold, Franco-Nevada (Barbados) Corporation and Sandstorm Gold Bank Limited dated August 11, 2014;

"**Gold Stream Increase Option**" has the meaning ascribed thereto in Section 3.2 of the Gold Stream;

"**Governmental Entity**" means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental department, central bank, court, tribunal, ministry, arbitral body, commission, board, bureau, agency or entity, domestic or foreign; (b) any stock exchange, including the TSX and the TSX-V; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any administrative, regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

"**Hazardous Substance**" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including cyanide, sulphuric acid, hydrogen sulphide, arsenic, cadmium, copper, lead, mercury, petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material, substance, pollutant or contaminant regulated or defined pursuant to, or that could result in liability under, any Environmental Law;

"**Interim Order**" means the interim order of the Court contemplated by Section 2.2 of this Agreement and made pursuant to Section 291 of the BCBCA, providing for, among other things, the calling and holding of the True Gold Meeting, as the same may be amended by the Court with the consent of True Gold and Endeavour, each acting reasonably;

"**Investment Canada Act**" means the *Investment Canada Act* (Canada);

"**Karma Project**" means the Karma gold heap-leach construction stage project located in Burkina Faso, in which True Gold holds a 90% interest;

"**Law**" or "**Laws**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended;

"**Liens**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute;

"**Mailing Deadline**" means no later than April 4, 2016 unless otherwise agreed by Endeavour and True Gold;

"**Majority of the Minority Approval**" has the meaning ascribed thereto in Subsection 2.2(c)(ii);

"**Matching Period**" has the meaning ascribed thereto in Subsection 7.3(a)(v);

"**material fact**" and "**material change**" have the meanings ascribed thereto in the Securities Act;

"**Meetings Deadline**" means April 26, 2016;

"**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* of the Ontario Securities Commission;

"**misrepresentation**" has the meaning ascribed thereto in the Securities Act;

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators;

"**ordinary course of business**", "**ordinary course of business consistent with past practice**", or any similar reference, means, with respect to an action taken by a Person, that such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day business and operations of such Person;

"**OTC QX**" means OTCQX International, a quotation platform operated by OTC Markets Group Inc.;

"**Outside Date**" means July 31, 2016 or such later date as may be agreed to in writing by the Parties;

"**Parties**" means True Gold, Endeavour and Endeavour Gold, and "**Party**" means any one of them;

"**Permit**" means any license, permit, certificate, consent, order, grant, approval, agreement, classification, restriction, registration or other Authorization of, from or required by any Governmental Entity;

"**Person**" includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"**Plan of Arrangement**" means the plan of arrangement of True Gold, substantially in the form of Schedule A hereto, and any amendments or variations thereto made in accordance with the Plan of Arrangement or upon the direction of the Court in the Final Order with the consent of True Gold and Endeavour, each acting reasonably;

"**Pre-Acquisition Reorganization**" has the meaning ascribed thereto in Section 5.7;

"**Purpose**" means the use of proceeds of the Convertible Loan, being Karma Project capital expenditure necessary to reach commercial production, working capital of True Gold in the ordinary course, and/or, at the discretion of True Gold, refinancing of the $10,000,000 equipment finance facility entered into by True Gold and Auramet International LLC on January 11, 2016 (with the prior approval of Endeavour);

"**Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the waiver or lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities;

"**Release**" means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Substance in the indoor or outdoor environment, including the movement of Hazardous Substance through or in the air, soil, surface water, ground water or property;

"**Replacement Options**" means options to acquire Endeavour Shares to be issued under the Arrangement on the Effective Date;

"**Reverse Termination Fee**" means an amount equal to CAD$4,500,000 payable by Endeavour to True Gold;

"**Securities Act**" means the *Securities Act* (British Columbia) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Securities Laws**" means: (i) in relation to Endeavour, the Securities Act, the securities legislation of each of the Provinces of Canada, other than Quebec, and the policies and instruments of the Canadian Securities Administrators; (ii) in relation to True Gold, the Securities Act, the securities legislation of each of the Provinces and Territories of Canada, other than Quebec, and the policies and instruments of the Canadian Securities Administrators; and (iii) in relation to both Endeavour and True Gold, all other applicable state, federal and provincial securities Laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

"**Special Committee**" means the special committee of the True Gold Board;

"**Subsidiary**" has the meaning ascribed thereto in the National Instrument 45-106 – *Prospectus and Registration Exemptions* of the Canadian Securities Administrators;

"**Superior Proposal**" means any unsolicited *bona fide* written Acquisition Proposal from a Person who is an arm's length third party to acquire not less than all of the outstanding True Gold Shares or all or substantially all of the assets of True Gold on a consolidated basis that: (i) complies with Securities Laws and did not result from or involve a breach of Article 7; (ii) is reasonably capable of being completed without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the Person making such proposal; (iii) is not subject to any financing contingency and in respect of which it has been demonstrated to the satisfaction of the True Gold Board, acting in good faith (after receipt of advice from its financial advisers) that any required financing to complete such Acquisition Proposal is reasonably likely to be obtained; (iv) is not subject to any due diligence or access condition; (v) to the extent that such Acquisition Proposal involves the acquisition of outstanding True Gold Shares, is made available to all True Gold Shareholders, on the same terms and conditions; and (vi) that the True Gold Board determines, in its good faith judgment, after receiving the advice of its outside legal and financial advisors and after taking into account all the terms and conditions of the Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal and the Person making such Acquisition Proposal, would, if consummated in accordance with its terms, but without assuming away the risk of non-completion, result in a transaction which is more favourable, from a financial point of view, to the True Gold Shareholders than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by Endeavour pursuant to Subsection Section 7.3(b));

"**Superior Proposal Notice**" has the meaning ascribed thereto in Subsection 7.3(a)(iii);

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Taxes**" includes any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and pension plan premiums or contributions imposed by any Governmental Entity, and any transferee liability in respect of any of the foregoing;

"**Tax Returns**" includes all returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required by a Governmental Entity to be made, prepared or filed by Law in respect of Taxes;

"**Termination Fee**" means an amount equal to CAD$4,500,000 payable by True Gold to Endeavour;

"**Termination Fee Event**" has the meaning ascribed thereto in Subsection 8.3(b);

"**Transaction Personal Information**" has the meaning ascribed thereto in Section 9.1;

"**True Gold**" means True Gold Mining Inc., a company incorporated under the laws of British Columbia;

"**True Gold Balance Sheet**" has the meaning ascribed thereto in Subsection 3.1(l);

"**True Gold Benefit Plans**" means any pension plans or other employee compensation, other than equity- or security-based compensation arrangements, or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon True Gold or any of the True Gold Subsidiaries or for which True Gold or the True Gold Subsidiaries could have any liability;

"**True Gold Board**" means the board of directors of True Gold as the same is constituted from time to time;

"**True Gold Change in Recommendation**" has the meaning ascribed thereto in Subsection 8.2(a)(iii)(A)below;

"**True Gold Circular**" means the notice of the True Gold Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith and the documents incorporated by reference

therein, to be sent to the True Gold Securityholders in connection with the True Gold Meeting, as amended, supplemented or otherwise modified from time to time;

"**True Gold Deferred Bonus**" means the deferred 2015 annual bonus payable to True Gold's employees, in the aggregate amount set out in the True Gold Disclosure Letter, approved by the True Gold Board on January 12, 2016;

"**True Gold Disclosure Letter**" means the disclosure letter executed by True Gold and delivered to Endeavour concurrently with the execution of this Agreement;

"**True Gold DSU Plan**" means the deferred share unit plan of True Gold effective June 14, 2014, approved by True Gold Shareholders at a meeting held on June 14, 2014;

"**True Gold DSUs**" means the outstanding deferred share units of True Gold granted under the True Gold DSU Plan;

"**True Gold Locked-up Securityholders**" means True Gold's executive officers and directors and Teck Resources Limited;

"**True Gold Material Adverse Effect**" means any one or more changes, effects, events or occurrences that, individually or in the aggregate, is, or could reasonably be expected to be, material and adverse to the business, operations, results of operations, assets, properties, capitalization, financial condition, liabilities (contingent or otherwise), prospects or privileges (whether contractual or otherwise) of True Gold and the True Gold Subsidiaries, taken as a whole, other than any change, effect, event or occurrence: (i) in or relating to general political, economic or financial conditions in Burkina Faso; (ii) in or relating to the state of securities markets in general, including any reduction in market indices; (iii) in or relating to currency exchange rates; (iv) in or relating to the industries in which True Gold and the True Gold Subsidiaries operate in general or the market for gold in general; (v) in or relating to GAAP or regulatory accounting requirements; (vi) in or relating to any applicable Laws or any interpretation thereof by any Governmental Entity; (vii) in or relating to a change in the market trading price of the True Gold Shares either (A) related to this Agreement and the Arrangement or the announcement thereof or (B) related to such a change in the market trading price primarily resulting from a change, effect, event or occurrence excluded from this definition of "True Gold Material Adverse Effect" under subsections (i) to (vi) above; provided, however, that such effect referred to in subsections (ii) to (vi) above does not primarily relate to (or have the effect of primarily relating to) True Gold or the True Gold Subsidiaries or disproportionately adversely affect True Gold and the True Gold Subsidiaries, taken as a whole, compared to other companies of similar size operating in the industry in which True Gold and the True Gold Subsidiaries operate or results from any change in Laws or in the interpretation, application or non-application of Laws by any Governmental Entity (including all related fiscal regimes) which results in any expropriation or other proceedings alleging illegality or irregularity of any material contract or license undertaken by Governmental Entities or suspension or revocation, or proposed or alleged suspension or revocation or allegation of illegality, of any authorization, consent, approval, license or material contract with any Governmental Entity; and references in this Agreement to dollar amounts are not intended to be

and shall not be deemed to be illustrative or interpretative for purposes of determining whether an "True Gold Material Adverse Effect" has occurred;

"**True Gold Meeting**" means the special meeting of True Gold Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution;

"**True Gold Mineral Rights**" has the meaning ascribed thereto in Subsection 3.1(m)(i);

"**True Gold Optionholders**" means the holders of True Gold Options;

"**True Gold Option Plan**" means the rolling 10% stock option plan of True Gold effective June 15, 2015, approved by True Gold Shareholders at a meeting held on June 15, 2015;

"**True Gold Options**" means the outstanding options to purchase True Gold Shares granted under the True Gold Option Plan or the predecessor thereto which are now governed by the True Gold Option Plan;

"**True Gold Property**" has the meaning ascribed thereto in Subsection 3.1(m)(i);

"**True Gold Public Documents**" means all documents or information filed on SEDAR by True Gold under applicable Securities Laws since and including January 1, 2015 to and including the date hereof;

"**True Gold RSU Plan**" means the restricted share unit plan of True Gold effective June 14, 2014, approved by True Gold Shareholders at a meeting held on June 14, 2014;

"**True Gold RSUs**" means the outstanding restricted share units of True Gold granted under the True Gold RSU Plan;

"**True Gold SAR Agreements**" means, collectively, the share appreciation rights agreements pursuant to which True Gold has granted certain officers and employees of True Gold True Gold SARs;

"**True Gold SARs**" means the share appreciation rights issued under the True Gold SAR Agreements;

"**True Gold Securities**" means, collectively, True Gold Shares, True Gold Options, True Gold DSUs and True Gold RSUs;

"**True Gold Securityholder Approval**" has the meaning ascribed thereto in Subsection 2.2(c);

"**True Gold Securityholders**" means, collectively, the True Gold Shareholders and the True Gold Optionholders;

"**True Gold Shareholders**" means the holders of True Gold Shares;

"**True Gold Shares**" means the common shares in the authorized share capital of True Gold prior to the reorganization of True Gold's capital contemplated under the Plan of Arrangement;

"**True Gold Subsidiaries**" means the Subsidiaries of True Gold set out in Schedule 3.1(d) of the True Gold Disclosure Letter;

"**True Gold Support Agreements**" means the support agreement (including all amendments thereto) between True Gold and the Endeavour Locked-up Shareholders setting forth the terms and conditions upon which they agree, among other things, to vote their Endeavour Shares in favour of the Endeavour Resolution;

"**TSX**" means the Toronto Stock Exchange;

"**TSX-V**" means the TSX Venture Exchange;

"**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

"**U.S. Exchange Act**" means the United States *Securities Exchange Act of 1934*, as amended and the rules and regulations promulgated thereunder;

"**U.S. Person**" has the meaning ascribed to it in Rule 902(k) of Regulation S under the U.S. Securities Act;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended and the rules and regulations promulgated thereunder; and

"**U.S. Tax Code**" means the United States *Internal Revenue Code of 1986*, as amended.

1.2 Interpretation

For the purposes of this Agreement, except as otherwise expressly provided:

(a) "**this Agreement**" means this Agreement, including the recitals and Appendices hereto, and not any particular Article, Section, Subsection or other subdivision, recital or Schedule hereof, and includes any agreement, document or instrument entered into, made or delivered pursuant to the terms hereof, as the same may, from time to time, be supplemented or amended and in effect;

(b) the words "**hereof**", "**herein**", "**hereto**" and "**hereunder**" and other word of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection, or other subdivision, recital or Schedule hereof;

(c) all references in this Agreement to a designated "**Article**", "**Section**", "**Subsection**" or other subdivision, recital or "**Schedule**" hereof are references to the designated Article, Section, Subsection or other subdivision, recital or Schedule to, this Agreement;

(d) the division of this Agreement into Article, Sections, Subsections and other subdivisions, recitals or Schedule, the inclusion of a table of contents and the

insertion of headings and captions are for convenience of reference only and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(e) a reference to a statute in this Agreement includes all regulations, rules, policies or instruments made thereunder, all amendments to the statute, regulations, rules, policies or instruments in force from time to time, and any statutes, regulations, rules, policies or instruments that supplement or supersede such statute, regulations, rules, policies or instruments;

(f) the word "**or**" is not exclusive;

(g) the words "**including**", "**include**" and "**includes**" are not limiting, whether or not non-limiting language (such as "**without limitation**" or "**but not limited to**" or words of similar import) is used with reference thereto; and

(h) all references to "**approval**", "**authorization**" or "**consent**" in this Agreement means written approval, authorization or consent.

1.3 Number, Gender and Persons

In this Agreement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and the word person and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

1.4 Date for Any Action

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of the United States and "$" refers to United States dollars.

1.6 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement in respect of True Gold and Endeavour shall have the meanings attributable thereto under GAAP and all determinations of an accounting nature in respect of True Gold and Endeavour required to be made shall be made in a manner consistent with GAAP consistently applied.

1.7 Knowledge

(a) In this Agreement, references to "the knowledge of True Gold" means the actual knowledge of Christian Milau, Alex Holmes and Mischa Zajtmann in each case, and the actual knowledge of David Laing in the case of Section 3.1(u), after making due enquiries regarding the relevant matter.

(b) In this Agreement, references to "the knowledge of Endeavour" means the actual knowledge of Ota Hally, Morgan Carroll and Richard Thomas in each case, after making due enquiries regarding the relevant matter.

1.8 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

Schedule A - Plan of Arrangement
Schedule B - Arrangement Resolution
Schedule C – Endeavour Resolution

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement

True Gold, Endeavour and Endeavour Gold agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement. Pursuant to the Arrangement: all True Gold Shares (other than True Gold Shares held by Endeavour and its Affiliates and by dissenting True Gold Shareholders) will be cancelled without any repayment of capital in respect thereof and the former holders of such True Gold Shares will receive 0.044 of an Endeavour Share for each such True Gold Share; and all True Gold Options will be terminated and the former holders of such True Gold Options will receive Replacement Options entitling the holders to receive 0.044 of an Endeavour Share for each True Gold Share previously issuable under such True Gold Options, at an exercise price per 0.044 of an Endeavour Share equal to the respective exercise prices per True Gold Share under such True Gold Options, with each such Replacement Option exercisable for a period of (i) 180 days following the Effective Date or (ii) 12 months following the Effective Date for those True Gold Optionholders entitled to exercise their True Gold Options for such longer period of time pursuant to their existing employment or similar agreement. The Arrangement is intended to constitute a 'Plan of Reorganization' for purposes of Section 368 of the United States Internal Revenue Code of 1986, as amended. In connection with the Arrangement:

(a) each outstanding True Gold DSU will, in accordance with the terms of the True Gold DSU Plan, be settled through the issuance of True Gold Shares immediately prior to the Effective Time;

(b) each outstanding True Gold RSU will, in accordance with the terms of the True Gold RSU Plan, be settled through the issuance of True Gold Shares immediately prior to the Effective Time; and

(c) each outstanding True Gold SAR will thereafter, in accordance with the terms of the True Gold SAR Agreements, entitle the holder to receive on exercise an amount equal to the closing price of an Endeavour Share, multiplied by 0.044, less $0.19 and will be exercisable until February 27, 2017.

2.2 Interim Order

As soon as reasonably practicable following the execution of this Agreement, and in any event in sufficient time to hold the True Gold Meeting in accordance with Section 2.3, True Gold shall apply to the Court in a manner acceptable to Endeavour, acting reasonably, pursuant to Section 291 of the BCBCA and prepare, file and diligently pursue an application for the Interim Order, which shall provide, among other things:

(a) for the class of Persons to whom notice is to be provided in respect of the Arrangement and the True Gold Meeting and for the manner in which such notice is to be provided;

(b) for confirmation of the record date for the True Gold Meeting referred to in Subsection 2.3(a);

(c) that the requisite approval for the Arrangement Resolution shall be:

(i) the affirmative vote of not less than two-thirds of the votes cast on the Arrangement Resolution by:

(A) the True Gold Shareholders present in person or by proxy at the True Gold Meeting, voting together as a single class; and

(B) the True Gold Securityholders present in person or by proxy at the True Gold Meeting, voting together as a single class

(the "**True Gold Securityholder Approval**"); and

(ii) if required under applicable Law, a majority of the votes attached to the True Gold Shares held by True Gold Shareholders present in person or by proxy at the True Gold Meeting excluding votes attached to True Gold Shares held by Endeavour and any other person described in items (a) through (d) of section 8.1(2) of MI 61-101 (the "**Majority of the Minority Approval**");

(d) that, in all other respects and subject to the terms of the Interim Order, the terms, conditions and restrictions of the True Gold constating documents, including quorum requirements and other matters, shall apply in respect of the True Gold Meeting;

(e) for the grant of Dissent Rights to the True Gold Shareholders who are registered True Gold Shareholders;

(f) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;

(g) that the True Gold Meeting may be adjourned or postponed from time to time by the True Gold Board subject to the terms of this Agreement without the need for additional approval of the Court; and

(h) that it is the Parties' intention to rely upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act with respect to the issuance of the Consideration Shares to be issued pursuant to the Arrangement, based on the Court's approval of the Arrangement.

2.3 True Gold Meeting

Subject to the terms of this Agreement:

(a) True Gold agrees to convene and conduct the True Gold Meeting in accordance with the Interim Order, True Gold's articles and applicable Law as soon as reasonably practicable, and in any event on or before the Meetings Deadline. True Gold and Endeavour agree to use their commercially reasonable efforts to schedule the True Gold Meeting and the Endeavour Meeting on the same day with the Endeavour Meeting to occur after the True Gold Meeting. True Gold agrees that it shall, in consultation with Endeavour, fix and publish a record date for the purposes of determining the True Gold Securityholders entitled to receive notice of and vote at the True Gold Meeting in accordance with the Interim Order.

(b) True Gold shall not, except as required for quorum purposes, as required by Law, or otherwise as permitted under this Agreement, adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the True Gold Meeting without Endeavour's prior written consent.

(c) True Gold will advise Endeavour as Endeavour may reasonably request, and at least on a daily basis on each of the last ten (10) Business Days prior to the date of the True Gold Meeting, as to the aggregate tally of the proxies received by True Gold in respect of the Arrangement Resolution.

(d) True Gold will promptly advise Endeavour of any written notice of dissent or purported exercise by any True Gold Shareholder of Dissent Rights received by True Gold in relation to the Arrangement and any withdrawal of Dissent Rights received by True Gold and any written communications sent by or on behalf of True Gold to any True Gold Shareholder exercising or purporting to exercise Dissent Rights in relation to the Arrangement.

(e) True Gold will provide notice to Endeavour of the True Gold Meeting and allow representatives of Endeavour to attend the True Gold Meeting.

2.4 True Gold Circular

(a) As promptly as reasonably practicable following execution of this Agreement with a targeted date on or before March 21, 2016 and in any event prior to the close of business on the Mailing Deadline, True Gold shall (i) prepare the True Gold Circular together with any other documents required by applicable Laws, (ii) file the True Gold Circular in all jurisdictions where the same is required to be filed, and (iii) mail the True Gold Circular as required under

applicable Laws and by the Interim Order. On the date of mailing thereof, the True Gold Circular shall comply in all material respects with all applicable Laws and the Interim Order and shall contain sufficient detail to permit the True Gold Securityholders to form a reasoned judgment concerning the matters to be placed before them at the True Gold Meeting.

(b) In the event that True Gold provides a notice to Endeavour regarding a possible Acquisition Proposal pursuant to Section 7.2 prior to the mailing of the True Gold Circular, then unless the Parties agree otherwise, the Mailing Deadline will be extended until the date that is seven days following the earlier of either: (i) written notification from True Gold to Endeavour that the True Gold Board has determined that the Acquisition Proposal is not a Superior Proposal; or (ii) the date on which True Gold and Endeavour enter into an amended agreement pursuant to Subsection 7.3(b) which results in the Acquisition Proposal in question not being a Superior Proposal. In the event that the Mailing Deadline is so extended, the Meetings Deadline and the Outside Date shall be extended by the same number of days as the Mailing Deadline has been extended.

(c) True Gold shall ensure that the True Gold Circular complies in all material respects with all applicable Laws, and, without limiting the generality of the foregoing, that the True Gold Circular will not contain any misrepresentation (except that True Gold shall not be responsible for any information relating to Endeavour and its affiliates, including the Endeavour Shares).

(d) True Gold shall disclose in the True Gold Circular:

(i) that the Special Committee and the True Gold Board have received a fairness opinion from Haywood Securities and National Bank Financial, respectively;

(ii) the general terms of the fairness opinions from Haywood Securities and National Bank Financial; and

(iii) that the True Gold Board has determined, after receiving financial and legal advice and following the receipt and review of a unanimous recommendation from the Special Committee, that the Consideration per True Gold Share to be received by True Gold Securityholders pursuant to the Arrangement is fair and that the Arrangement is in the best interests of True Gold, and the True Gold Board has decided to recommend that the True Gold Securityholders vote in favour of the Arrangement.

(e) Subject to Section 7.1: (i) True Gold shall solicit proxies in favour of the Arrangement Resolution, against any resolution submitted by any other True Gold Shareholder, including, if so requested by Endeavour, using the services of dealers and proxy solicitation services and permitting Endeavour to otherwise assist True Gold in such solicitation, and take all other actions that are reasonably necessary or desirable to seek the approval of the Arrangement by True Gold Securityholders; (ii) the True Gold Board shall recommend to True Gold Securityholders that they vote in favour of the

Arrangement Resolution; (iii) True Gold shall not make a True Gold Change in Recommendation; and (iv) True Gold shall include in the True Gold Circular a statement that each director and executive officer of True Gold intends to vote all of such Person's True Gold Securities (including any True Gold Shares issued upon the exercise of any True Gold Options) in favour of the Arrangement Resolution, subject to the other terms of this Agreement and the Endeavour Support Agreement.

(f) Endeavour shall provide to True Gold all information regarding Endeavour, its affiliates and the Endeavour Shares, including any pro forma financial statements prepared in accordance with GAAP and applicable Laws as required by the Interim Order or applicable Laws for inclusion in the True Gold Circular or in any amendments or supplements to such True Gold Circular. Endeavour shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the True Gold Circular and to the identification in the True Gold Circular of each such advisor. Endeavour shall ensure that such information does not include any misrepresentation concerning Endeavour.

(g) Endeavour and its legal counsel shall be given a reasonable opportunity to review and comment on the True Gold Circular prior to the True Gold Circular being printed and filed with any Governmental Entity, and reasonable consideration shall be given to any comments made by Endeavour and its legal counsel, provided, however, that all information relating solely to Endeavour, its affiliates and the True Gold Shares included in the True Gold Circular shall be in form and content satisfactory to Endeavour, acting reasonably. True Gold shall provide Endeavour with final copies of the True Gold Circular prior to the mailing to the True Gold Securityholders.

(h) True Gold and Endeavour shall each promptly notify each other if at any time before the Effective Date either becomes aware that the True Gold Circular contains a misrepresentation, or that otherwise requires an amendment or supplement to the True Gold Circular and the Parties shall co-operate in the preparation of any amendment or supplement to the True Gold Circular as required or appropriate, and True Gold shall promptly mail or otherwise publicly disseminate any amendment or supplement to the True Gold Circular to True Gold Securityholders and, if required by the Court or applicable Laws, file the same with any Governmental Entity and as otherwise required.

2.5 Preparation of Filings

Endeavour and True Gold shall co-operate and use their reasonable commercial efforts in good faith to take, or cause to be taken, all reasonable actions, including the preparation of any applications for Regulatory Approvals and other orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals required in connection with this Agreement and the Arrangement and the preparation of any required documents, in each case as reasonably necessary to discharge their respective obligations under this Agreement, the Arrangement and the Plan of Arrangement, and to complete any of the transactions contemplated by

this Agreement, including their obligations under applicable Laws. It is acknowledged and agreed that, unless required to ensure that the Consideration Shares are freely tradeable in Canada and that the Consideration Shares will not be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act upon their issuance, subject to restrictions on transfers applicable to "affiliates" (as defined in Rule 405 under the U.S. Securities Act) of Endeavour following completion of the Arrangement, Endeavour shall not be required to file a prospectus or similar document or otherwise become subject to the securities Laws of any jurisdiction (other than a province of Canada where Endeavour currently is a reporting issuer) in order to complete the Arrangement. Endeavour may elect, at its sole discretion, to make such securities and other regulatory filings in the United States or other jurisdictions as may be necessary or desirable in connection with the completion of the Arrangement. True Gold shall provide to Endeavour all information regarding True Gold and its affiliates as required by applicable Securities Laws in connection with such filings. True Gold shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in such filings and to the identification in such filings of each such advisor.

2.6 Final Order

If:

(a) the Interim Order is obtained; and

(b) the Arrangement Resolution is passed at the True Gold Meeting as provided for in the Interim Order and as required by applicable Law and the Endeavour Resolution is passed at the Endeavour Meeting as required by applicable Law,

subject to the terms of this Agreement, True Gold shall diligently pursue and take all steps necessary or desirable to have the hearing before the Court of the application for the Final Order pursuant to Section 291 of the BCBCA held as soon as reasonably practicable following the later of the approval of the Arrangement Resolution at the True Gold Meeting and the approval of the Endeavour Resolution at the Endeavour Meeting.

2.7 Court Proceedings

Subject to the terms of this Agreement, Endeavour will cooperate with and assist True Gold in seeking the Interim Order and the Final Order, including by providing True Gold on a timely basis any information reasonably required to be supplied by Endeavour in connection therewith. True Gold will provide legal counsel to Endeavour with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and will give reasonable consideration to all such comments. Subject to applicable Law, True Gold will not file any material with the Court in connection with the Arrangement or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated by this Section 2.7 or with Endeavour's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed;

provided, however, that nothing herein shall require Endeavour to agree or consent to any increase in Consideration or other modification or amendment to such filed or served materials that expands or increases Endeavour's obligations set forth in any such filed or served materials or under this Agreement or the Arrangement. True Gold shall also provide to Endeavour's legal counsel on a timely basis copies of any notice of appearance or other Court documents served on True Gold in respect of the application for the Interim Order or the Final Order or any appeal therefrom and of any notice, whether written or oral, received by True Gold indicating any intention to oppose the granting of the Interim Order or the Final Order or to appeal the Interim Order or the Final Order. True Gold will ensure that all materials filed with the Court in connection with the Arrangement are consistent in all material respects with the terms of this Agreement and the Plan of Arrangement. In addition, True Gold will not object to legal counsel to Endeavour making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided, however, that True Gold is advised of the nature of any submissions prior to the hearing and such submissions are consistent with this Agreement and the Plan of Arrangement. True Gold will also oppose any proposal from any party that the Final Order contain any provision inconsistent with this Agreement, and, if at any time after the issuance of the Final Order and prior to the Effective Date, True Gold is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, it shall do so after notice to, and in consultation and cooperation with, Endeavour.

2.8 Effective Date

On the second Business Day after the satisfaction or, where not prohibited, the waiver of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver of those conditions as of the Effective Date) set forth in Article 6, unless another time or date is agreed to in writing by the Parties, the Arrangement shall become effective. True Gold agrees to amend the Plan of Arrangement at any time prior to the Effective Time in accordance with Section 8.4 of this Agreement to include such other terms determined to be necessary or desirable by Endeavour, acting reasonably provided, however, that the Plan of Arrangement shall not be amended in any manner which has the effect of reducing the Consideration or which is otherwise prejudicial to the True Gold Securityholders or other parties to be bound by the Plan of Arrangement and is not inconsistent with the provisions of this Agreement. The closing of the Arrangement will take place at the offices of Stikeman Elliott LLP, Suite 1700, 666 Burrard Street, Vancouver, British Columbia, V6C 2X8, at 10:00 a.m. (Vancouver time) on the Effective Date, or at such other time and place as may be agreed to by the Parties.

2.9 Payment of Consideration and Issuance of Shares

Endeavour will, following receipt by True Gold of the Final Order, deposit or cause to be deposited in escrow with the Depositary sufficient Endeavour Shares to satisfy the Consideration payable to the True Gold Shareholders (other than payments to True Gold Shareholders exercising Dissent Rights and who have not withdrawn their notice of objection) which shares shall be held by the Depositary as agent and nominee for such True Gold Shareholders for distribution to such True Gold Shareholders in accordance with the provisions of the Plan of Arrangement.

2.10 Announcement and Shareholder Communications

(a) Endeavour and True Gold shall each publicly announce the transactions contemplated hereby promptly following the execution of this Agreement by Endeavour and True Gold, the text and timing of each Party's announcement to be approved by the other Party in advance, acting reasonably. Endeavour and True Gold agree to co-operate in the preparation of presentations, if any, to True Gold Securityholders or the Endeavour Shareholders regarding the transactions contemplated by this Agreement, and no Party shall: (i) issue any press release or otherwise make public announcements with respect to this Agreement or the Plan of Arrangement without the consent of the other Party (which consent shall not be unreasonably withheld or delayed); or (ii) make any filing with any Governmental Entity with respect thereto without prior consultation with the other Party; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Laws, and the Party making such disclosure shall use all commercially reasonable efforts to give prior written notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not permitted by applicable securities laws, to give such notice immediately following the making of such disclosure or filing.

(b) To the extent possible, True Gold shall provide prior notice to Endeavour of any material public disclosure that it proposes to make regarding its business or operations, together with a draft copy of such disclosure. Endeavour and its legal counsel shall be given a reasonable opportunity to review and comment on such information prior to such information being disseminated publicly or filed with any Governmental Entity, and reasonable consideration shall be given to any comments made by Endeavour and its counsel.

(c) To the extent reasonably possible, Endeavour shall provide prior notice to True Gold of any material public disclosure that it proposes to make regarding its business or operations, together with a copy of such disclosure.

2.11 Withholding Taxes

Endeavour, Endeavour Gold, True Gold and the Depositary shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Person hereunder and from all dividends, interest or other amounts payable or allocable to any former True Gold Shareholder such amounts as Endeavour, Endeavour Gold, True Gold or the Depositary may be required to deduct and withhold therefrom or with respect thereto under any provision of applicable Laws in respect of Taxes. To the extent that such amounts are so deducted, withheld and remitted, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid or allocated.

2.12 List of Shareholders

At the reasonable request of Endeavour from time to time, True Gold shall provide Endeavour with a list (in both written and electronic form) of the registered True Gold Shareholders, together with their addresses and respective holdings of True Gold Shares, with a list of the names and addresses and holdings of all Persons having rights issued by True Gold to acquire True Gold Shares (including holders of True Gold Options, True Gold DSUs and True Gold RSUs) and a list of non-objecting beneficial owners of True Gold Shares, together with their addresses and respective holdings of True Gold Shares. True Gold shall from time to time require that its registrar and transfer agent furnish Endeavour with such additional information, including updated or additional lists of True Gold Shareholders and lists of holdings and other assistance as Endeavour may reasonably request.

2.13 U.S. Securities Law Matters

The Parties agree that the Arrangement will be carried out with the intention that all Consideration Shares delivered in the course of and on completion of the Arrangement to the True Gold Shareholders will be delivered by Endeavour in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act, the Parties agree that the Arrangement will be carried out on the following basis:

(a) the Arrangement will be subject to the approval of the Court;

(b) the Court will be advised as to the intention of the Parties to rely on the exemption under Section 3(a)(10) of the U.S. Securities Act prior to the hearing required to approve the Arrangement;

(c) the Court will be required to satisfy itself as to the fairness of the Arrangement to the True Gold Shareholders, subject to the Arrangement;

(d) True Gold will ensure that each True Gold Shareholder entitled to receive Consideration Shares on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;

(e) The True Gold Shareholders entitled to receive Consideration Shares will be advised that the Consideration Shares issued pursuant to the Arrangement have not been registered under the U.S. Securities Act and will be issued by Endeavour in reliance on the exemption under Section 3(a)(10) of the U.S. Securities Act;

(f) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as being fair to the True Gold Shareholders;

(g) the Interim Order approving the True Gold Meeting will specify that each True Gold Shareholder will have the right to appear before the Court at the

hearing of the Court to give approval of the Arrangement so long as they enter an appearance within the time prescribed by the Interim Order; and

(h) the Final Order shall include a statement to substantially the following effect:

> "This Order will serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of Endeavour, pursuant to the Plan of Arrangement."

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF TRUE GOLD

3.1 Representations and Warranties

Except as disclosed in the True Gold Disclosure Letter (which shall make reference to the applicable section, subsection, paragraph or subparagraph below in respect of which such qualification is being made), True Gold hereby represents and warrants to Endeavour and Endeavour Gold as follows, and acknowledges that each of Endeavour and Endeavour Gold is relying upon such representations and warranties in connection with the entering into of this Agreement:

(a) Organization and Qualification. True Gold is duly incorporated and validly existing under the laws of British Columbia and has full corporate power and capacity to own its assets and conduct its business as now owned and conducted. True Gold is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not, individually or in the aggregate, have a True Gold Material Adverse Effect. True and complete copies of the constating documents of True Gold have been delivered or made available to Endeavour, and True Gold has not taken any action to amend or supersede such documents.

(b) Corporate Authority. True Gold has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by True Gold and the consummation by True Gold of the transactions contemplated by this Agreement have been duly authorized by the True Gold Board and no other corporate proceedings on the part of True Gold are necessary to authorize this Agreement other than True Gold Securityholder Approval and, if required by applicable Law, Majority of the Minority Approval. This Agreement has been duly executed and delivered by True Gold and constitutes valid and binding obligations of True Gold, enforceable by Endeavour and Endeavour Gold against True Gold in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(c) No Conflict; Required Filings and Consent. The execution and delivery by True Gold of this Agreement, the performance by it of its obligations hereunder and the completion of the Arrangement will not violate, conflict with or result in a breach of any provision of the constating documents of True Gold or those of any of the True Gold Subsidiaries, and except as would not, individually or in the aggregate, have or reasonably be expected to have a True Gold Material Adverse Effect, will not: (i) violate, conflict with or result in a breach of: (A) any agreement, contract, indenture, deed of trust, mortgage, bond, instrument, Authorization, licence or permit to which True Gold or any of the True Gold Subsidiaries is a party or by which True Gold or any of the True Gold Subsidiaries is bound; or (B) any Law to which True Gold or any of the True Gold Subsidiaries is subject or by which True Gold or any of the True Gold Subsidiaries is bound; (ii) give rise to any right of termination, or the acceleration of any indebtedness, under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, licence or permit; or (iii) give rise to any rights of first refusal or rights of first offer, trigger any change in control or influence provisions or any restriction or limitation under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, licence or permit, or result in the imposition of any material Lien upon any of True Gold's assets or the assets of any of the True Gold Subsidiaries. Other than the Interim Order, the Final Order and any Authorization that has been identified by True Gold in the True Gold Disclosure Letter, no Authorization, consent or approval of, or filing with, any Governmental Entity or any court or other authority is necessary on the part of True Gold or any of the True Gold Subsidiaries for the consummation by True Gold of its obligations in connection with the Arrangement under this Agreement or for the completion of the Arrangement not to cause or result in any loss of any rights or assets or any interest therein held by True Gold or any of the True Gold Subsidiaries in any material properties, except for such Authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the Arrangement.

(d) Subsidiaries. The True Gold Subsidiaries are listed in Schedule 3.1(d) of the True Gold Disclosure Letter. Each True Gold Subsidiary is duly organized and is validly existing under the Laws of its jurisdiction of incorporation or organization, has full corporate power and authority to own its assets and conduct its business as now owned and conducted by it and is duly qualified to carry on business in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not have a True Gold Material Adverse Effect. Except as disclosed in the True Gold Public Documents, True Gold beneficially owns, directly or indirectly, all of the issued and outstanding securities of each of the True Gold Subsidiaries. All of the outstanding shares in the capital of each of the True Gold Subsidiaries owned directly or indirectly by True Gold that is a corporation are: (i) validly issued and fully-paid and all such shares are owned free and clear of all Liens of any kind or nature whatsoever; and (ii) are free of any other material restrictions including any restriction on the right to vote, sell or otherwise dispose of shares. True Gold does not hold any material equity interests in

any entity, other than (A) its interests in the True Gold Subsidiaries; and (B) as otherwise disclosed in the True Gold Public Documents.

(e) Compliance with Laws.

(i) The operations of True Gold and the True Gold Subsidiaries have been and are now conducted in compliance with all Laws of each applicable jurisdiction, the Laws of which have been and are now applicable to the operations of True Gold or of any of the True Gold Subsidiaries and none of True Gold or any of the True Gold Subsidiaries has received any notice of any alleged violation of any such Laws, other than non-compliance or violations which, individually or in the aggregate, would not have a True Gold Material Adverse Effect.

(ii) None of True Gold or any of the True Gold Subsidiaries is in conflict with, or in default (including cross defaults) under or in violation of: (a) its notice of articles, articles or by-laws or equivalent organizational documents; or (b) any agreement or understanding to which it or by which any of its properties or assets is bound or affected, except for failures which, individually or in the aggregate, would not have a True Gold Material Adverse Effect.

(f) True Gold Authorizations. True Gold and the True Gold Subsidiaries have obtained all Authorizations necessary for the ownership, operation, development, maintenance, or use of the material assets of True Gold or the True Gold Subsidiaries or otherwise in connection with the material business or operations of True Gold or the True Gold Subsidiaries as currently conducted and such Authorizations are in full force and effect. True Gold and the True Gold Subsidiaries have fully complied with and are in compliance with all Authorizations, except, in each case, for such non-compliance which, individually or in the aggregate, would not have a True Gold Material Adverse Effect. There is no action, investigation or proceeding pending or, to the knowledge of True Gold, threatened regarding any of the Authorizations. None of True Gold or any of the True Gold Subsidiaries has received any notice, whether written or oral, of revocation or non-renewal of any such Authorizations, or of any intention of any Person to revoke or refuse to renew any of such Authorizations, except in each case, for revocations or non-renewals which, individually or in the aggregate, would not have a True Gold Material Adverse Effect and, to the knowledge of True Gold, all such Authorizations continue to be effective in order for True Gold and the True Gold Subsidiaries to continue to conduct their respective businesses as they are currently being conducted. No Person other than True Gold or a True Gold Subsidiary and the Governmental Entity which has granted or otherwise has authority on such Authorizations owns or has any proprietary, financial or other interest (direct or indirect) in any of the material Authorizations.

(g) Capitalization and Listing.

(i) The authorized share capital of True Gold consists of an unlimited number of True Gold Shares. As at the date of this Agreement there are: (A) 398,841,228 True Gold Shares validly issued and outstanding as fully-paid and non-assessable shares of True Gold; (B) 30,817,602 outstanding True Gold Options providing for the issuance of 30,817,602 True Gold Shares upon the exercise thereof; (C) 270,000 outstanding True Gold DSUs providing for the issuance of up to 270,000 True Gold Shares upon the vesting thereof; and (D) 645,000 outstanding True Gold RSUs providing for the issuance of 645,000 True Gold Shares upon the vesting thereof. There are no other options, warrants, conversion privileges, calls or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of True Gold or any of the True Gold Subsidiaries to issue or sell any shares of True Gold or of any of the True Gold Subsidiaries or securities or obligations of any kind convertible into, exchangeable for or otherwise carrying the right or obligation to acquire any shares of True Gold or any of the True Gold Subsidiaries, and there are no outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments of True Gold or any of the True Gold Subsidiaries based upon the book value, income or any other attribute of True Gold or any of the True Gold Subsidiaries, other than the 4,215,000 True Gold SARs. No Person is entitled to any pre-emptive or other similar right granted by True Gold or any of the True Gold Subsidiaries. The True Gold Shares are listed on the TSX-V and are not listed or quoted on any other market.

(ii) Schedule 3.1(g)(ii) to the True Gold Disclosure Letter sets forth, as of the date hereof, the holders of all outstanding True Gold Options, True Gold DSUs, True Gold RSUs and True Gold SARs and full details with respect to all such securities (including, where applicable, the number, exercise prices and vesting and expiration dates of such securities). All True Gold Shares that may be issued pursuant to the exercise or vesting, as applicable, of outstanding True Gold Options, True Gold DSUs and True Gold RSUs will, when issued in accordance with the terms thereof, be duly authorized, validly issued, fully-paid and non-assessable and are not and will not be subject to or issued in violation of, any pre-emptive rights. In addition, True Gold has provided Endeavour with copies of the True Gold Option Plan, True Gold DSU Plan, True Gold RSU Plan and the True Gold SAR Agreements.

(iii) There are no outstanding contractual obligations of True Gold or any of the True Gold Subsidiaries to repurchase, redeem or otherwise acquire any True Gold Shares or any shares of any of the True Gold Subsidiaries. No True Gold Subsidiary owns any True Gold Shares.

(iv) No order ceasing or suspending trading in securities of True Gold nor prohibiting the sale of such securities has been issued and is outstanding against True Gold or its directors, officers or promoters.

(h) Shareholder and Similar Agreements. True Gold is not party to any shareholder, pooling, voting trust or other similar agreement relating to the issued and outstanding shares in the capital of True Gold or any of the True Gold Subsidiaries.

(i) U.S. Securities Law Matters.

(i) True Gold is a "foreign private issuer" as defined in Rule 3b-4 under the U.S. Exchange Act.

(ii) There is no class of securities of True Gold which is registered pursuant to Section 12 of the U.S. Exchange Act, nor is True Gold subject to any reporting obligation (whether active or suspended) pursuant to Section 15(d) of the U.S. Exchange Act. True Gold is not, and has never been, subject to any requirement to register any class of its equity securities pursuant to Section 12(g) of the U.S. Exchange Act.

(iii) The True Gold Shares have not been traded on any national securities exchange in the United States during the past 12 calendar months, and will not be so traded prior to the Effective Date.

(iv) True Gold is not a "shell company" as such term is defined in Rule 405 under the U.S. Securities Act.

(j) Reports. True Gold has filed with all applicable Governmental Entities true and complete copies of the True Gold Public Documents that True Gold is required to file therewith. True Gold Public Documents at the time filed: (a) did not contain any misrepresentation; and (b) complied in all material respects with the requirements of applicable Securities Laws. True Gold has not filed any confidential material change report with any Governmental Entity which at the date hereof remains confidential.

(k) Financial Statements.

(i) The audited consolidated financial statements for True Gold as at and for the fiscal year ended on December 31, 2015, including the notes thereto and the reports by True Gold's auditors thereon, and all financial statements of True Gold which are publicly disseminated by True Gold in respect of any subsequent periods prior to the Effective Date will be, prepared in accordance with GAAP applied on a basis consistent with prior periods (except in the case of a change in accounting principles) and all applicable Laws and present fairly, in all material respects, the consolidated financial condition and results of operations of True Gold and the True Gold Subsidiaries as of the respective dates thereof and its results of operations and cash flows for the respective periods covered thereby (except as may be indicated expressly in the notes thereto). There are no outstanding loans made by True Gold or any of the True Gold Subsidiaries to any executive officer or director of True Gold.

(ii) The management of True Gold has established and maintained a system of disclosure controls and procedures designed to provide

reasonable assurance that information required to be disclosed by True Gold in its annual filings, interim filings or other reports filed or submitted by it under the applicable Laws imposed by Governmental Entities is recorded, processed, summarized and reported within the time periods specified in such Laws imposed by such Governmental Entities. Such disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed by True Gold in its annual filings, interim filings or other reports filed or submitted under the applicable Laws imposed by Governmental Entities is accumulated and communicated to True Gold's management, including its chief executive officers and chief financial officers (or Persons performing similar functions), as appropriate to allow timely decisions regarding required disclosure.

(iii) True Gold maintains internal control over financial reporting. Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes policies and procedures that: (A) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of True Gold and the True Gold Subsidiaries; (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of True Gold and the True Gold Subsidiaries are being made only with Authorizations of management and directors of True Gold and the True Gold Subsidiaries; and (C) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of True Gold or the True Gold Subsidiaries that could have a material effect on its financial statements. To the knowledge of True Gold: (x) as at December 31, 2015, there are no material weaknesses in the design and implementation or maintenance of internal controls over financial reporting of True Gold that are reasonably likely to adversely affect the ability of True Gold to record, process, summarize and report financial information; and since December 31, 2015, (y) there have been no changes in True Gold's internal controls over financial reporting, and (z) there is no fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of True Gold.

(iv) Since December 31, 2015, neither True Gold nor any of the True Gold Subsidiaries nor, to True Gold's knowledge, any director, officer, employee, auditor, accountant or representative of True Gold or any of the True Gold Subsidiaries has received or otherwise had or obtained knowledge of any complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of True Gold or any of the True Gold Subsidiaries or their respective internal accounting controls, including any complaint, allegation, assertion, or claim that True Gold or any of the True Gold Subsidiaries has engaged in

questionable accounting or auditing practices, which has not been resolved to the satisfaction of the audit committee of the True Gold Board, or has not been disclosed to Endeavour.

(l) Undisclosed Liabilities. Neither True Gold nor any of the True Gold Subsidiaries has any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, except for: (a) liabilities and obligations that are specifically presented on the audited balance sheet of True Gold as of December 31, 2015 (the "**True Gold Balance Sheet**") or disclosed in the notes thereto; or (b) liabilities and obligations incurred in the ordinary course of business consistent with past practice since December 31, 2015, that are not and would not, individually or in the aggregate with all other liabilities and obligations of True Gold and the True Gold Subsidiaries (other than those disclosed on the True Gold Balance Sheet or in the notes to the True Gold financial statements), reasonably be expected to have a True Gold Material Adverse Effect or, as a consequence of the consummation of the Arrangement, have a True Gold Material Adverse Effect. Without limiting the foregoing, the True Gold Balance Sheet reflects reasonable reserves in accordance with GAAP for contingent liabilities relating to pending litigation and other contingent obligations of True Gold and the True Gold Subsidiaries.

(m) Interest in Properties and True Gold Mineral Rights.

(i) All of True Gold's and the True Gold Subsidiaries' material real properties (collectively, the "**True Gold Property**") and all of True Gold's and the True Gold Subsidiaries' material mineral interests and rights (including any material claims, concessions, exploration licences, exploitation licences, prospecting permits, mining leases and mining rights, in each case, either existing under contract, by operation of Law or otherwise) (collectively, the "**True Gold Mineral Rights**"), are set out in Schedule 3.1(m)(i) of the True Gold Disclosure Letter. Other than the Properties and the True Gold Mineral Rights set out in Schedule 3.1(m)(i) of the True Gold Disclosure Letter, neither True Gold nor the True Gold Subsidiaries, owns or has any interest in any material real property or any material mineral interests and rights.

(ii) Except as set forth in the True Gold Public Documents, True Gold or one of the True Gold Subsidiaries is the sole legal and beneficial owner of all right, title and interest in and to the True Gold Property and the True Gold Mineral Rights, free and clear of any Liens.

(iii) All of the True Gold Mineral Rights have been properly located and recorded in compliance with applicable Law and are comprised of valid and subsisting mineral claims.

(iv) The True Gold Property and the True Gold Mineral Rights are in good standing under applicable Law in all material respects and all work required to be performed and filed in respect thereof has been performed and filed, all Taxes, rentals, fees, expenditures and other

payments in respect thereof have been paid or incurred and all filings in respect thereof have been made.

(v) There is no material adverse claim against or challenge to the title to or ownership of the True Gold Property or any of the True Gold Mineral Rights.

(vi) True Gold or a True Gold Subsidiary has the exclusive right to deal with the True Gold Property and all of the True Gold Mineral Rights.

(vii) Except as set forth in the True Gold Public Documents, no Person other than True Gold and the True Gold Subsidiaries has any interest in the True Gold Property or any of the True Gold Mineral Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest.

(viii) Except as disclosed in the True Gold Public Documents, there are no options, back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would affect True Gold's or a True Gold Subsidiary's interest in the True Gold Property or any of the True Gold Mineral Rights.

(ix) There are no material restrictions on the ability of True Gold and the True Gold Subsidiaries to use, transfer or exploit the True Gold Property or any of the True Gold Mineral Rights, except pursuant to the applicable Law.

(x) Neither True Gold nor any of the True Gold Subsidiaries has received any notice, whether written or oral, from any Governmental Entity of any revocation or intention to (i) revoke any interest of True Gold or a True Gold Subsidiary in any of the True Gold Property or any of the True Gold Mineral Rights, (ii) require modifications to the terms of existing contractual arrangements with such Governmental Entities in relation to the True Gold Mineral Rights, or (iii) not to renew any such interest in accordance with applicable Law.

(xi) True Gold and the True Gold Subsidiaries have all surface rights, including fee simple estates, leases, easements, rights of way and permits or licences for operations from landowners or Governmental Entities permitting the use of land by True Gold and the True Gold Subsidiaries, and mineral interests that are required to exploit the development potential of the True Gold Property and the True Gold Mineral Rights as contemplated in True Gold Public Documents on or before the date hereof and no third party or group holds any such rights that are required by True Gold to develop the True Gold Property or any of the True Gold Mineral Rights as contemplated in True Gold Public Documents on or before the date hereof.

(xii) All mines located in or on the lands of True Gold or any of the True Gold Subsidiaries, or lands pooled or unitized therewith, which have been abandoned by True Gold or any of the True Gold Subsidiaries, have been abandoned in accordance with good mining practices and

in material compliance with all applicable Laws, and all future abandonment, remediation and reclamation obligations known to True Gold as of the date hereof have been accurately set forth in True Gold Public Documents without misrepresentation.

(n) Mineral Reserves and Resources. The proven and probable mineral reserves and mineral resources for the True Gold Property and the True Gold Mineral Rights, were prepared in all material respects in accordance with sound mining, engineering, geoscience and other applicable industry standards and practices, and in all material respects in accordance with all applicable Laws, including the requirements of NI 43-101. There has been no material reduction (other than in respect of normal depletion due to mining activities) in the aggregate amount of estimated mineral reserves, estimated mineral resources or mineralized material of True Gold, the True Gold Subsidiaries and its material joint ventures, taken as a whole, from the amounts set forth in the True Gold Public Documents. All information regarding the True Gold Property and the True Gold Mineral Rights, including all drill results, technical reports and studies, that is required to be disclosed at Law, have been disclosed in the True Gold Public Documents on or before the date hereof.

(o) Operational Matters. Except as disclosed in the True Gold Disclosure Letter:

(i) all rentals, royalties, overriding royalty interests, production payments, net profits, interest burdens, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of True Gold, the True Gold Subsidiaries and its material joint ventures, have been: (A) duly paid or accrued; (B) duly performed; or (C) accrued prior to the date hereof; and

(ii) all costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which True Gold or any of the True Gold Subsidiaries or material joint ventures is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.

(p) Employment Matters

(i) Neither True Gold nor any of the True Gold Subsidiaries has entered into any written or oral agreement or understanding providing for severance or termination payments to any director, officer or employee in connection with the termination of their position or their employment as a direct result of a change in control of True Gold.

(ii) Except as disclosed in the True Gold Public Documents, neither True Gold nor any of the True Gold Subsidiaries: (i) is a party to any collective bargaining agreement; or (ii) is subject to any application for certification or, to the knowledge of True Gold, threatened or apparent union-organizing campaigns for employees not covered

under a collective bargaining agreement. To the knowledge of True Gold, no fact or event exists that is likely to give rise to a change in the representation in this Subsection (p) on or before the Effective Date.

(iii) Neither True Gold nor any of the True Gold Subsidiaries is subject to any material claim for wrongful dismissal, constructive dismissal or any other tort claim, actual or, to the knowledge of True Gold, threatened, or any litigation actual, or to the knowledge of True Gold, threatened, relating to employment or termination of employment of employees or independent contractors, except for such claims or litigation which individually or in the aggregate would not be reasonably expected to have a True Gold Material Adverse Effect. To the knowledge of True Gold, no labour strike, lock-out, slowdown or work stoppage is pending or threatened against or directly affecting True Gold, except as would not be reasonably expected to have a True Gold Material Adverse Effect.

(iv) True Gold and the True Gold Subsidiaries have operated in accordance with all applicable Laws with respect to employment and labour, including employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights, labour relations and privacy and there are no current, pending, or to the knowledge of True Gold, threatened proceedings before any board or tribunal with respect to any of the areas listed herein, except where the failure to so operate would not have a True Gold Material Adverse Effect.

(q) Absence of Certain Changes or Events.

Since December 31, 2015:

(i) True Gold and the True Gold Subsidiaries have conducted their respective businesses only in the ordinary course of business and consistent with past practice;

(ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is reasonably likely to have a True Gold Material Adverse Effect has been incurred;

(iii) there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to a True Gold Material Adverse Effect;

(iv) there has not been any material change in the accounting practices used by True Gold and the True Gold Subsidiaries;

(v) there has not been any redemption, repurchase or other acquisition of True Gold Shares by True Gold, or any declaration, setting aside or payment of any dividend or other distribution (whether in cash, shares or property) with respect to the True Gold Shares;

(vi) there has not been a material change in the level of accounts receivable or payable, inventories or employees, other than those changes in the ordinary course of business consistent with past practice;

(vii) there has not been any entering into, or an amendment of, any material contract other than in the ordinary course of business consistent with past practice;

(viii) there has not been any satisfaction or settlement of any material claims or material liabilities that were not reflected in True Gold's audited financial statements, other than the settlement of claims or liabilities incurred in the ordinary course of business consistent with past practice; and

(ix) except for ordinary course adjustments, there has not been any increase in the salary, bonus, or other remuneration payable to any officers or senior or executive officers of True Gold or the True Gold Subsidiaries.

(r) Litigation. There is no claim, action, proceeding or investigation pending or, to the knowledge of True Gold, threatened against or relating to True Gold or any of the True Gold Subsidiaries, the business of True Gold or any of the True Gold Subsidiaries or affecting any of their properties, assets, before or by any Governmental Entity which, if adversely determined, would have, or reasonably could be expected to have, a True Gold Material Adverse Effect or prevent or materially delay the consummation of the Arrangement, nor to the knowledge of True Gold are there any events or circumstances which could reasonably be expected to give rise to any such claim, action, proceeding or investigation (provided, however, that the representation in this Subsection 3.1(r) shall not apply to claims, actions, proceedings, or investigations which may arise after the date of this Agreement which do not have a reasonable prospect of succeeding or, if successful, would not give rise to, nor reasonably be expected to give rise to, a True Gold Material Adverse Effect). Neither True Gold nor any of the True Gold Subsidiaries is subject to any outstanding order, writ, injunction or decree which has had or is reasonably likely to have a True Gold Material Adverse Effect or which would prevent or materially delay consummation of the transactions contemplated by this Agreement.

(s) Karma Construction. Construction of the mine and related facilities at the Karma Project has been conducted in accordance with generally accepted international standards in the mining industry for a mine in Burkina Faso, and has been engineered, developed and constructed by either qualified independent mining contractors or True Gold's team comprised of professional and competent personnel.

(t) Contractors. The contractors engaged by True Gold in connection with the construction of the mine and related facilities at the Karma Project are qualified contractors licenced to provide such construction services under applicable Laws, and are parties at arm's length to True Gold. All goods and services provided by any contractors in connection with the engineering, development and construction of the Karma Project have been provided

under contracts in writing that have been negotiated professionally and contain terms and warranties appropriate, suitable and as customarily available from such contractors for a counterparty such as True Gold.

(u) Corporate Social Responsibility.

(i) True Gold and the relevant True Gold Subsidiaries: (a) have adopted written corporate social and responsibility ("**CSR**") policies and a CSR action plan (collectively, the "**True Gold CSR Policies**") that set out their values and guidelines for action and behavior regarding people (including, without limitation, employees and communities impacted by the mining, exploitation and other business activities of True Gold and the True Gold Subsidiaries) and the environment, and regarding ethical and responsible standards of behavior, community safety, sustainable development, relocation or physical displacement of local communities and affected individuals, economic displacement of artisanal miners, community relations, human rights, deployment of security personnel, noise and dust impact of operations, access to local infrastructure, local procurement and employment, protection of cultural and archaeological sites, communication with the local communities and bribery and corruption (the "**Relevant CSR Considerations**"), and (b) conduct their business in a manner that is materially consistent with the True Gold CSR Policies.

(ii) To the best of True Gold's knowledge, other than as disclosed in the True Gold Disclosure Letter, True Gold and the True Gold Subsidiaries are in compliance in all material respects with, and require their subcontractors and any person under their control to comply with, all applicable local and international Laws and recognized best practices in the mining industry, including the UN Voluntary Principles on Security and Human Rights, relating to ethical and responsible standards of behavior, including, without limitation, those dealing with exploration and mining activities nearby local communities, and the Relevant CSR Considerations, in each case having regard to the specific circumstances prevailing at the properties of True Gold and the True Gold Subsidiaries including the Karma Project.

(iii) To the best of True Gold's knowledge, other than as disclosed in the True Gold Disclosure Letter, no material dispute between True Gold nor any True Gold Subsidiary and any governmental or non-governmental organization, community, or group of individuals forming part of the community, including the Community Liaison Committee, exists or is threatened with respect to the True Gold Mineral Rights and True Gold Property, other than disputes which are not expected to materially adversely affect the ongoing construction, development and operation of the Karma Project of the relevant True Gold Subsidiary. True Gold and the True Gold Subsidiaries are and have been complying in all material respects with the terms of the tripartite agreement dated June 15, 2015 among the Government of Burkina Faso, Riverstone Karma S.A. and the representative of the

populations of the Ramatoulaye village. Other than those instances or occurrences specifically disclosed in writing to Endeavour, there are no CSR factors in existence of which True Gold is aware, or ought reasonably to be aware, which could reasonably be expected to result in a disruption to or suspension of construction or ramp up activities at the Karma Project (or with respect to any factors which have occurred following January 1, 2016 which have increased the likelihood of the same).

(v) Taxes.

(i) Each of True Gold and the True Gold Subsidiaries has duly and in a timely manner made or prepared all Tax Returns required to be made or prepared by it, and duly and in a timely manner filed all material Tax Returns required to be filed by it with the appropriate Governmental Entity, such Tax Returns were complete and correct in all material respects and True Gold and each of the True Gold Subsidiaries has paid all Taxes, including instalments on account of Taxes for the current year required by applicable Law, which are due and payable by it whether or not assessed by the appropriate Governmental Entity and True Gold has provided adequate accruals in accordance with GAAP in the most recently published financial statements of True Gold for any Taxes of True Gold and each of the True Gold Subsidiaries for the period covered by such financial statements that have not been paid whether or not shown as being due on any material Tax Returns. Since such publication date, no material liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.

(ii) Each of True Gold and the True Gold Subsidiaries has duly and timely withheld all material Taxes and other amounts required by Law to be withheld by it (including material Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any Person) and has duly and timely remitted to the appropriate Governmental Entity such Taxes or other amounts required by Law to be remitted by it.

(iii) Each of True Gold and the True Gold Subsidiaries has duly and timely collected all amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial taxes and state and local taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity such amounts required by Law to be remitted by it.

(iv) None of True Gold nor any of the True Gold Subsidiaries has made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement

in respect of Taxes or Tax Returns that has effect for any period ending after the Effective Date.

(v) There are no proceedings, investigations, audits or claims now pending or threatened against True Gold or any of the True Gold Subsidiaries in respect of any Taxes, there are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes and neither True Gold nor any of the True Gold Subsidiaries have waived or extended any statutory limitation period in respect of Taxes.

(vi) None of True Gold or True Gold Subsidiaries has acquired property from a non-arm's length Person within the meaning of the Tax Act for consideration the value of which is less than fair market value of the property.

(vii) For the purposes of the Tax Act and any other relevant Tax purposes:

(A) True Gold is solely resident in Canada for the purposes of the Tax Act and any applicable tax treaty; and

(B) Each of the True Gold Subsidiaries is resident in the jurisdiction in which it was formed, and is not resident in any other country.

(viii) There are no Liens for Taxes upon any properties or assets of True Gold or any of the True Gold Subsidiaries (other than Liens relating to Taxes not yet due and payable and for which adequate reserves have been recorded on the True Gold Balance Sheet.

(ix) Neither True Gold nor any of its Subsidiaries has taken or agreed to take, or has failed to take, any action, nor is True Gold or any of its Subsidiaries aware of any fact, agreement, plan or other circumstance, that would reasonably be expected to prevent the Arrangement from qualifying as a reorganization under Section 368(a) of the U.S. Tax Code.

(w) Books and Records. The corporate records and minute books of True Gold and the True Gold Subsidiaries have been maintained in accordance with all applicable Laws, and the minute books of True Gold and the True Gold Subsidiaries as provided to Endeavour are complete and accurate in all material respects. The financial books and records and accounts of True Gold and the True Gold Subsidiaries in all material respects: (a) have been maintained in accordance with good business practices and in accordance with GAAP and with the accounting principles generally accepted in the country of domicile of each such entity, on a basis consistent with prior years (except in the case of a change in accounting principles for such jurisdiction); (b) are stated in reasonable detail and, in the case of the True Gold Subsidiaries, during the period of time when owned by True Gold, accurately and fairly reflect the transactions and dispositions of assets of True Gold and the True Gold Subsidiaries; and (c) in the case of the True Gold Subsidiaries,

during the period of time when owned by True Gold, accurately and fairly reflect the basis for True Gold's consolidated financial statements.

(x) Insurance.

(i) True Gold has in place reasonable and prudent insurance policies appropriate for its size, nature and stage of development. All premiums payable prior to the date hereof under such policies of insurance have been paid and neither True Gold nor any of the True Gold Subsidiaries has failed to make a claim thereunder on a timely basis.

(ii) Each of such policies and other forms of insurance is in full force and effect on the date hereof and True Gold will use reasonable commercial efforts to keep them in full force and effect or renew them as appropriate through the Effective Date. No written (or to the knowledge of True Gold other) notice of cancellation or termination has been received by True Gold or any True Gold Material Subsidiary with respect to any such policy.

(y) Non-Arm's Length Transactions. Except for employment or consulting agreements entered into in the ordinary course of business, there are no current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by True Gold or any of the True Gold Subsidiaries) between True Gold or any of the True Gold Subsidiaries on the one hand, and any: (a) officer or director of True Gold or any of the True Gold Subsidiaries; (b) any holder of record or, to the knowledge of True Gold, beneficial owner of five percent or more of the voting securities of True Gold; or (c) any affiliate or associate of any officer, director or beneficial owner, on the other hand.

(z) Benefit Plans.

(i) Schedule 3.1(z)(i) of the True Gold Disclosure Letter contains a true and complete list of all material True Gold Benefit Plans. Complete copies of all material True Gold Benefit Plans including, but not limited to, any material trust instruments, insurance contracts and all amendments thereto have been provided to Endeavour.

(ii) True Gold and the True Gold Subsidiaries have no material liability for life, health, medical or other welfare benefits to former employees or beneficiaries or dependents thereof, and there has been no communication to employees by True Gold or any of the True Gold Subsidiaries which could reasonably be interpreted to promise or guarantee such employees retiree health or life insurance or other retiree death benefits on a permanent basis.

(iii) No True Gold Benefit Plan is a "registered pension plan" as such term is defined in the Tax Act.

(iv) Each True Gold Benefit Plan has been operated in accordance with its terms and any contributions required to be made under each True

Gold Benefit Plan, as of the date hereof, have been timely made and all obligations in respect of each True Gold Benefit Plan have been properly accrued and reflected in the audited consolidated financial statements for True Gold as at and for the fiscal year ended on December 31, 2015, including the notes thereto and the report by True Gold's auditors thereon.

(v) There has been no amendment to, announcement by True Gold or any of the True Gold Subsidiaries relating to, or change in employee participation or coverage under, any True Gold Benefit Plan which would increase materially the expense of maintaining such plan above the level of the expense incurred therefor for the most recent fiscal year. Neither the execution of this Agreement, nor the consummation of the Arrangement will: (i) entitle any employees of True Gold or any of the True Gold Subsidiaries to severance pay or any increase in severance pay upon any termination of employment after the date hereof; (ii) accelerate the time of payment or vesting or result in any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or result in any other material obligation pursuant to, any of the True Gold Benefit Plans; or (iii) limit or restrict the right of True Gold or, after the consummation of the Arrangement, Endeavour to merge, amend or terminate any of the True Gold Benefit Plans.

(aa) Environmental. Except for any matters that, individually or in the aggregate, would not have or would not reasonably be expected to have a True Gold Material Adverse Effect:

(i) all facilities and operations of True Gold and the True Gold Subsidiaries have been conducted, and are now, in compliance with all Environmental Laws;

(ii) True Gold and the True Gold Subsidiaries are in possession of, and in compliance with, all Environmental Permits that are required to own, lease and operate the True Gold Property and True Gold Mineral Rights and to conduct their respective business as they are now being conducted;

(iii) no environmental, reclamation or closure obligation, demand, notice, work order or other liabilities presently exist with respect to any portion of any currently or formerly owned, leased, used or otherwise controlled property, interests and rights or relating to the operations and business of True Gold and the True Gold Subsidiaries and, to the knowledge of True Gold, there is no basis for any such obligations, demands, notices, work orders or liabilities to arise in the future as a result of any activity in respect of such property, interests, rights, operations and business;

(iv) neither True Gold nor any of the True Gold Subsidiaries is subject to any proceeding, application, order or directive which relates to

environmental, health or safety matters, and which may require any material work, repairs, construction or expenditures;

(v) to the knowledge of True Gold, there are no changes in the status, terms or conditions of any Environmental Permits held by True Gold or any of the True Gold Subsidiaries or any renewal, modification, revocation, reassurance, alteration, transfer or amendment of any such environmental approvals, consents, waivers, permits, orders and exemptions, or any review by, or approval of, any Governmental Entity of such environmental approvals, consents, waivers, permits, orders and exemptions that are required in connection with the execution or delivery of this Agreement, the consummation of the transactions contemplated herein or the continuation of the business of True Gold or any of the True Gold Subsidiaries following the Effective Date;

(vi) True Gold and the True Gold Subsidiaries have made available to Endeavour all material audits, assessments, investigation reports, studies, plans, regulatory correspondence and similar information with respect to environmental matters; and

(vii) to the knowledge of True Gold, True Gold and the True Gold Subsidiaries are not subject to any past or present fact, condition or circumstance that could reasonably be expected to result in liability under any Environmental Laws that would individually or in the aggregate, constitute a True Gold Material Adverse Effect.

(bb) Restrictions on Business Activities. There is no agreement, judgment, injunction, order or decree binding upon True Gold or any True Gold Subsidiary that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of True Gold or any True Gold Subsidiary, any acquisition of property by True Gold or any True Gold Subsidiary or the conduct of business by True Gold or any True Gold Subsidiary as currently conducted (including following the transaction contemplated by this Agreement) other than such agreements, judgments, injunctions, order or decrees which would not, individually or in the aggregate, reasonably be expected to have a True Gold Material Adverse Effect.

(cc) Material Contracts. True Gold and the True Gold Subsidiaries have performed in all material respects all respective obligations required to be performed by them to date under any material contracts to which any of them is a party. Neither True Gold nor any of the True Gold Subsidiaries is in breach or default under any material contract to which it is a party or bound, nor does True Gold have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default, except in each case where any such breaches or defaults would not, individually or in the aggregate, reasonably be expected to result in, or result in, a True Gold Material Adverse Effect. Neither True Gold nor any True Gold Subsidiary knows of, or has received written notice of, any breach or default under (nor, to the knowledge of True Gold, does there exist any

condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any such material contract by any other party thereto except where any such violation or default would not, individually or in the aggregate, reasonably be expected to result in, or result in, a True Gold Material Adverse Effect. Prior to the date hereof, True Gold has made available to Endeavour true and complete copies of all of the material contracts of True Gold and the True Gold Subsidiaries. All contracts that are material to True Gold and the True Gold Subsidiaries, taken as a whole, are with True Gold or a True Gold Subsidiary. Such material contracts are legal, valid, binding and in full force and effect and are enforceable by True Gold (or a True Gold Subsidiary, as the case may be) in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arms' length negotiations between the parties thereto. To the knowledge of True Gold, there is no outstanding material dispute in relation to, or unremedied material breach of the terms of, the any such material contract by the other parties thereto.

(dd) Relationships with Customers, Suppliers, Distributors and Sales Representatives. True Gold has not received any written notice that any customer, supplier, distributor or sales representative intends to cancel, terminate or otherwise modify or not renew its relationship with True Gold or any True Gold Subsidiary, and, to the knowledge of True Gold, no such action has been threatened, which, in either case, individually or in the aggregate, would reasonably be expected to have a True Gold Material Adverse Effect.

(ee) Brokers. Except for the fees to be paid to National Bank Financial pursuant to its engagement letter with True Gold, and to Haywood Securities, financial advisor to the Special Committee pursuant to its engagement letter with True Gold, true and complete copies of which have been delivered to Endeavour, none of True Gold, any of the True Gold Subsidiaries, or any of their respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement.

(ff) Reporting Issuer Status. As of the date hereof, True Gold is a reporting issuer not in default (or the equivalent) under the Securities Laws of each of the provinces and territories of Canada other than Quebec.

(gg) Stock Exchange Compliance. True Gold is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the TSX-V.

(hh) No Expropriation. No property or asset of True Gold or the True Gold Subsidiaries (including any True Gold Property or True Gold Mineral Rights) has been taken or expropriated by any Governmental Entity nor has any notice or proceeding in respect thereof been given or commenced nor, to the knowledge of True Gold, is there any intent or proposal to give any such notice or to commence any such proceeding.

(ii) Corrupt Practices Legislation. Neither True Gold or any of the True Gold Subsidiaries, nor any of their respective officers, directors or employees acting on behalf of any of them, has taken, committed to take or been alleged to have taken any action which would cause True Gold or any of the True Gold Subsidiaries to be in violation of the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any applicable Law of similar effect of any other jurisdiction, and to the knowledge of True Gold no such action has been taken by any of its agents, representatives or other Persons acting on behalf of True Gold or any of the True Gold Subsidiaries.

(jj) NGOs and Community Groups. No material dispute between True Gold or any of the True Gold Subsidiaries and any non-governmental organization, community, or community group exists or, to the best of True Gold's knowledge, is threatened or imminent with respect to any of True Gold's or any of the True Gold Subsidiaries' properties or exploration activities.

(kk) Arrangements with Securityholders of Endeavour. Other than the True Gold Support Agreement and this Agreement, True Gold does not have any agreement, arrangement or understanding (whether written or oral) with respect to Endeavour or any of its securities, businesses or operations with any shareholder of Endeavour, any interested party of Endeavour or any related party of any interested party of Endeavour, or any joint actor with any such persons (and for this purpose, the terms "interested party", "related party" and "joint actor" shall have the meaning ascribed to such terms in MI 61-101).

(ll) Competition Act. True Gold, together with the True Gold Subsidiaries, do not have (i) assets in Canada with an aggregate value in excess of CAD$87,000,000 or (ii) aggregate annual gross revenues from sales in or from Canada generated from its assets in Canada in excess of CAD$87,000,000, all as determined in accordance with section 110 of the *Competition Act* (Canada) and the regulations made thereunder.

3.2 Survival of Representations and Warranties

The representations and warranties of True Gold contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF ENDEAVOUR AND ENDEAVOUR GOLD

4.1 Representations and Warranties

Except as disclosed in the Endeavour Disclosure Letter (which shall make reference to the applicable section, subsection, paragraph or subparagraph below in respect of which such qualification is being made), Endeavour and Endeavour Gold hereby represent and warrant to True Gold as follows, and acknowledge that True Gold is

relying upon such representations and warranties in connection with the entering into of this Agreement:

(a) Organization and Qualification. Each of Endeavour and Endeavour Gold is duly incorporated and validly existing under the laws of the Cayman Islands and has full corporate power and capacity to own its assets and conduct its business as now owned and conducted. Each of Endeavour and Endeavour Gold is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not, individually or in the aggregate, have an Endeavour Material Adverse Effect. True and complete copies of the constating documents of Endeavour and Endeavour Gold have been delivered or made available to True Gold, and neither Endeavour nor Endeavour Gold has taken any action to amend or supersede such documents. Endeavour SubCo will, prior to the Effective Time, be duly incorporated and validly existing under the laws of British Columbia and will have full corporate power and capacity to own its assets and conduct its business. Endeavour SubCo will, prior to the Effective Time, be duly qualified to carry on business and will be in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not, individually or in the aggregate, have an Endeavour Material Adverse Effect. True and complete copies of the constating documents of Endeavour SubCo will be delivered or made available to True Gold and Endeavour SubCo will not take any action to amend or supersede such documents prior to the Effective Time.

(b) Corporate Authority. Each of Endeavour and Endeavour Gold has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by each of Endeavour and Endeavour Gold and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by the board of directors of Endeavour and Endeavour Gold and no other corporate proceedings on the part of Endeavour and Endeavour Gold are necessary to authorize this Agreement other than, in the case of the Endeavour, Endeavour Shareholder Approval. This Agreement has been duly executed and delivered by each of Endeavour and Endeavour Gold and constitutes valid and binding obligations of Endeavour and Endeavour Gold enforceable by True Gold against each of Endeavour and Endeavour Gold in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(c) No Conflict; Required Filings and Consent. The execution and delivery by each of Endeavour and Endeavour Gold of this Agreement and the performance by each of it of its obligations hereunder and the completion of the Arrangement will not violate, conflict with or result in a breach of any provision of the constating documents of Endeavour or those of any of the Endeavour Material Subsidiaries, and except as would not, individually or in

the aggregate, have or reasonably be expected to have an Endeavour Material Adverse Effect, will not: (i) violate, conflict with or result in a breach of: (A) any agreement, contract, indenture, deed of trust, mortgage, bond, instrument, Authorization, licence or permit to which Endeavour or any of the Endeavour Material Subsidiaries is a party or by which Endeavour or any of the Endeavour Material Subsidiaries is bound; or (B) any Law to which Endeavour or any of the Endeavour Subsidiaries is subject or by which Endeavour or any of the Endeavour Subsidiaries is bound; (ii) give rise to any right of termination, or the acceleration of any indebtedness, under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, licence or permit; or (iii) give rise to any rights of first refusal or rights of first offer, trigger any change in control or influence provisions or any restriction or limitation under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, licence or permit, or result in the imposition of any material Lien upon any of the assets of Endeavour or any of the Endeavour Material Subsidiaries. Other than the Endeavour Shareholder Approval, conditional listing approval of the TSX and any Authorization that has been identified by Endeavour in the Endeavour Disclosure Letter, no Authorization, consent or approval of, or filing with, any Governmental Entity or any court or other authority is necessary on the part of Endeavour or any of the Endeavour Subsidiaries for the consummation by each of Endeavour and Endeavour Gold of its obligations in connection with the Arrangement under this Agreement or for the completion of the Arrangement not to cause or result in any loss of any rights or assets or any interest therein held by Endeavour or any of the Endeavour Material Subsidiaries in any material properties, except for such Authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the Arrangement.

(d) Subsidiaries. The Endeavour Material Subsidiaries are listed in Schedule 4.1(d) of the Endeavour Disclosure Letter. Each Endeavour Material Subsidiary is duly organized and is validly existing under the Laws of its jurisdiction of incorporation or organization, has full corporate power and authority to own its assets and conduct its business as now owned and conducted by it and is duly qualified to carry on business in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not have an Endeavour Material Adverse Effect. Except as disclosed in the Endeavour Public Documents, Endeavour beneficially owns, directly or indirectly, all of the issued and outstanding securities of each of the Endeavour Material Subsidiaries. All of the outstanding shares in the capital of each of the Endeavour Material Subsidiaries owned directly or indirectly by Endeavour that is a corporation are: (i) validly issued and fully-paid and all such shares are owned free and clear of all Liens of any kind or nature whatsoever; and (ii) are free of any other restrictions including any restriction on the right to vote, sell or otherwise dispose of shares. Endeavour does not hold any material equity interests in any entity, other than (A) its interests in the Endeavour Subsidiaries; and (B) as otherwise disclosed in the Endeavour Public Documents. Endeavour and the Endeavour Material Subsidiaries collectively own, over 95% of all of the consolidated assets and operations of

Endeavour and its Subsidiaries on a consolidated basis and Endeavour and the Endeavour Material Subsidiaries collectively generate over 95% of Endeavour and its Subsidiaries' revenues on a consolidated basis.

(e) Compliance with Laws.

(i) The operations of Endeavour and the Endeavour Subsidiaries have been and are now conducted in compliance with all Laws of each applicable jurisdiction, the Laws of which have been and are now applicable to the operations of Endeavour and the Endeavour Subsidiaries and none of Endeavour or any of the Endeavour Subsidiaries has received any notice of any alleged violation of any such Laws, other than non-compliance or violations which, individually or in the aggregate, would not have an Endeavour Material Adverse Effect.

(ii) None of Endeavour or any of the Endeavour Material Subsidiaries is in conflict with, or in default (including cross defaults) under or in violation of: (A) its notice of articles, articles or by-laws or equivalent organizational documents; or (B) any agreement or understanding to which it or by which any of its properties or assets is bound or affected, except for failures which, individually or in the aggregate, would not have an Endeavour Material Adverse Effect.

(f) Endeavour Authorizations. Endeavour and the Endeavour Material Subsidiaries have obtained all Authorizations necessary for the ownership, operation, development, maintenance, or use of the material assets of Endeavour and the Endeavour Material Subsidiaries or otherwise in connection with the material business or operations of Endeavour and the Endeavour Material Subsidiaries as currently conducted and such Authorizations are in full force and effect. Endeavour and the Endeavour Material Subsidiaries have fully complied with and are in compliance with all Authorizations, except, in each case, for such non-compliance which, individually or in the aggregate, would not have an Endeavour Material Adverse Effect. There is no action, investigation or proceeding pending or, to the knowledge of Endeavour, threatened regarding any of the Authorizations. None of Endeavour or any of the Endeavour Material Subsidiaries has received any notice, whether written or oral, of revocation or non-renewal of any such Authorizations, or of any intention of any Person to revoke or refuse to renew any of such Authorizations, except in each case, for revocations or non-renewals which, individually or in the aggregate, would not have an Endeavour Material Adverse Effect and, to the knowledge of Endeavour, all such Authorizations continue to be effective in order for Endeavour and the Endeavour Material Subsidiaries to continue to conduct their respective businesses as they are currently being conducted. No Person other than Endeavour or an Endeavour Material Subsidiary thereof and the Governmental Entity which has granted or otherwise has authority on such Authorizations owns or has any proprietary, financial or other interest (direct or indirect) in any of the material Authorizations.

(g) Capitalization of Endeavour and Listing.

(i) The authorized share capital of Endeavour consists of 100,000,000 Endeavour Shares and 100,000,000 undesignated shares of nominal or par value of $0.10 each. As at the date hereof there are: (A) 59,040,392 Endeavour Shares validly issued and outstanding as fully-paid and non-assessable shares of Endeavour; and (B) 2,625,035 outstanding Endeavour Options providing for the issuance of 2,625,035 Endeavour Shares upon the exercise thereof. Except for the securities referred to in this Subsection 4.1(g)(i), there are no options, warrants, conversion privileges, calls or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of Endeavour or any of the Endeavour Material Subsidiaries to issue or sell any shares of Endeavour or of any of the Endeavour Material Subsidiaries or securities or obligations of any kind convertible into, exchangeable for or otherwise carrying the right or obligation to acquire any shares of Endeavour or any of the Endeavour Material Subsidiaries, there are no outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments of Endeavour or any of the Endeavour Material Subsidiaries based upon the book value, income or any other attribute of Endeavour or any of the Endeavour Material Subsidiaries, and no Person is entitled to any pre-emptive or other similar right granted by Endeavour or any of the Endeavour Material Subsidiaries. The Endeavour Shares are listed on the TSX and quoted on the OTC QX and are not listed or quoted on any other market.

(ii) All Endeavour Shares that may be issued pursuant to the exercise of outstanding Endeavour Options will, when issued in accordance with the terms of such securities, be duly authorized, validly issued, fully-paid and non-assessable and are not and will not be subject to or issued in violation of, any pre-emptive rights.

(iii) There are no outstanding contractual obligations of Endeavour or any of the Endeavour Material Subsidiaries to repurchase, redeem or otherwise acquire any Endeavour Shares or any shares of any of the Endeavour Material Subsidiaries. No the Endeavour Material Subsidiary owns any Endeavour Shares.

(iv) No order ceasing or suspending trading in securities of Endeavour nor prohibiting the sale of such securities has been issued and is outstanding against Endeavour or its directors or officers.

(v) All Endeavour Shares will, when issued in accordance with the terms of the Plan of Arrangement be duly authorized, validly issued, fully-paid and non-assessable Endeavour Shares.

(h) Capital Structure of Endeavour Gold and Endeavour SubCo. The authorized capital of Endeavour Gold consists of 200,000,000,000 ordinary shares of a nominal or par value of $0.01 each ("**Endeavour Gold Ordinary Shares**"), of which 139,971,948 are outstanding as of the date hereof and such outstanding shares are owned by Endeavour as of the date hereof. Such issued and outstanding Endeavour Gold Ordinary Share has been duly authorized and is

validly issued, fully paid and non-assessable. The authorized capital of Endeavour SubCo will consist of an unlimited number of common shares ("**Endeavour SubCo Common Shares**"), of which one (1) will be outstanding as of the Effective Date and such outstanding share will be owned by Endeavour Gold as of the Effective Date. Such issued and outstanding Endeavour SubCo Common Share will be duly authorized and will be validly issued, fully paid and non-assessable.

(i) Shareholder and Similar Agreements. Endeavour is not party to any shareholder, pooling, voting trust or other similar agreement relating to the issued and outstanding shares in the capital of Endeavour or any of the Endeavour Material Subsidiaries.

(j) Reports. Endeavour has filed with all applicable Governmental Entities true and complete copies of Endeavour Public Documents that Endeavour is required to file therewith. Endeavour Public Documents at the time filed: (i) did not contain any misrepresentation, and (i) complied in all material respects with the requirements of applicable Securities Laws. Endeavour has not filed any confidential material change report with any Governmental Entity which at the date hereof remains confidential.

(k) Financial Statements.

(i) The audited consolidated financial statements for Endeavour as at and for the fiscal year ended on December 31, 2015 including the notes thereto and the reports by Endeavour's auditors thereon and all financial statements of Endeavour which are publicly disseminated by Endeavour in respect of any subsequent periods prior to the Effective Date will be, prepared in accordance with GAAP applied on a basis consistent with prior periods (except in the case of a change in accounting principles) and all applicable Laws and present fairly, in all material respects, the consolidated financial condition and results of operations of Endeavour and the Endeavour Material Subsidiaries as of the respective dates thereof and its results of operations and cash flows for the respective periods covered thereby (except as may be indicated expressly in the notes thereto). There are no outstanding loans made by Endeavour or any of the Endeavour Material Subsidiaries to any executive officer or director of Endeavour.

(ii) The management of Endeavour has established and maintained a system of disclosure controls and procedures designed to provide reasonable assurance that information required to be disclosed by Endeavour in its annual filings, interim filings or other reports filed or submitted by it under the applicable Laws imposed by Governmental Entities is recorded, processed, summarized and reported within the time periods specified in such Laws imposed by such Governmental Entities. Such disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed by Endeavour in its annual filings, interim filings or other reports filed or submitted under the applicable Laws imposed by Governmental Entities is accumulated and communicated to

Endeavour's management, including its chief executive officers and chief financial officers (or Persons performing similar functions), as appropriate to allow timely decisions regarding required disclosure.

(iii) Endeavour maintains internal control over financial reporting. Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes policies and procedures that: (A) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Endeavour and the Endeavour Material Subsidiaries; (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of Endeavour and the Endeavour Material Subsidiaries are being made only with Authorizations of management and directors of Endeavour and the Endeavour Material Subsidiaries, as applicable; and (C) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition or disposition of the assets of Endeavour or the Endeavour Material Subsidiaries that could have a material effect on its financial statements. To the knowledge of Endeavour and other than as disclosed to True Gold: (x) as at December 31, 2015, there are no material weaknesses in the design and implementation or maintenance of internal controls over financial reporting of Endeavour that are reasonably likely to adversely affect the ability of Endeavour to record, process, summarize and report financial information; (y) since December 31, 2015, there have been no changes in Endeavour's internal controls over financial reporting; and (z) there is no fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of Endeavour.

(iv) Since December 31, 2015, neither Endeavour nor any of the Endeavour Material Subsidiaries nor, to Endeavour's knowledge, any director, officer, employee, auditor, accountant or representative of Endeavour or any of Endeavour Material Subsidiaries has received or otherwise had or obtained knowledge of any complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Endeavour or any of the Endeavour Material Subsidiaries or their respective internal accounting controls, including any complaint, allegation, assertion, or claim that Endeavour or any of the Endeavour Material Subsidiaries has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the audit committee of the Board, or has not been disclosed to True Gold.

(l) Undisclosed Liabilities. Except as disclosed in the Endeavour Public Documents, neither Endeavour nor any of the Endeavour Material Subsidiaries has any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, except for: (i) liabilities and obligations that

are specifically presented on the audited balance sheet of Endeavour as of December 31, 2015 (the "**Endeavour Balance Sheet**") or disclosed in the notes thereto; or (ii) liabilities and obligations incurred in the ordinary course of business consistent with past practice since December 31, 2015, that are not and would not, individually or in the aggregate with all other liabilities and obligations of Endeavour and the Endeavour Material Subsidiaries (other than those disclosed on the Endeavour Balance Sheet and/or the notes to the Endeavour financial statements), reasonably be expected to have an Endeavour Material Adverse Effect or, as a consequence of the consummation of the Arrangement, have an Endeavour Material Adverse Effect. Without limiting the foregoing, the Endeavour Balance Sheet reflects reasonable reserves in accordance with GAAP for contingent liabilities relating to pending litigation and other contingent obligations of Endeavour and the Endeavour Material Subsidiaries.

(m) Interest in Properties and Endeavour Mineral Rights.

(i) All of Endeavour's and the Endeavour Material Subsidiaries' material real properties (collectively, the "**Endeavour Property**") and all of Endeavour's and the Endeavour Material Subsidiaries' material mineral interests and rights (including any material claims, concessions, exploration licences, exploitation licences, prospecting permits, mining leases and mining rights, in each case, either existing under contract, by operation of Law or otherwise) (collectively, the "**Endeavour Mineral Rights**"), are accurately set forth in the Endeavour Public Documents. Other than the Endeavour Properties and the Endeavour Mineral Rights set out in the Endeavour Public Documents, neither Endeavour nor the Endeavour Material Subsidiaries, owns or has any interest in any material real property or any material mineral interests and rights.

(ii) Except as disclosed in the Endeavour Public Documents, Endeavour or an Endeavour Material Subsidiary is the sole legal and beneficial owner of all right, title and interest in and to the Endeavour Property and the Endeavour Mineral Rights, free and clear of any material Liens.

(iii) All of the Endeavour Mineral Rights have been properly located and recorded in compliance with applicable Law and are comprised of valid and subsisting mineral claims.

(iv) The Endeavour Property and the Endeavour Mineral Rights are in good standing under applicable Law in all material respects and all work required to be performed and filed in respect thereof has been performed and filed, all Taxes, rentals, fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made.

(v) There is no material adverse claim against or challenge to the title to or ownership of the Endeavour Property or any of the Endeavour Mineral Rights.

(vi) Endeavour or an Endeavour Material Subsidiary has the exclusive right to deal with the Endeavour Property and all of the Endeavour Mineral Rights.

(vii) Except as disclosed in the Endeavour Public Documents, no Person other than Endeavour and the Endeavour Material Subsidiaries has any interest in the Endeavour Property or any of the Endeavour Mineral Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest.

(viii) Except as disclosed in the Endeavour Disclosure Letter or in the Endeavour Public Documents, there are no back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would affect Endeavour's or an Endeavour Material Subsidiary's interest in the Endeavour Property or any of the Endeavour Mineral Rights.

(ix) There are no material restrictions on the ability of Endeavour and the Endeavour Material Subsidiaries to use, transfer or exploit the Endeavour Property or any of the Endeavour Mineral Rights, except pursuant to the applicable Law.

(x) Neither Endeavour nor any of the Endeavour Material Subsidiaries has received any notice, whether written or oral, from any Governmental Entity of any revocation or intention to (i) revoke any interest of Endeavour or an Endeavour Material Subsidiary in any of the Endeavour Property or any of the Endeavour Mineral Rights; (ii) require modifications to the terms of existing contractual arrangements with such Governmental Entities in relation to the Endeavour Mineral Rights, or (iii) not to renew any such interest in accordance with applicable Law.

(xi) Endeavour and the Endeavour Material Subsidiaries have all surface rights, including fee simple estates, leases, easements, rights of way and permits or licences for operations from landowners or Governmental Entities permitting the use of land by Endeavour and the Endeavour Material Subsidiaries, and mineral interests that are required to exploit the development potential of the Endeavour Property and the Endeavour Mineral Rights as contemplated in Endeavour Public Documents on or before the date hereof and no third party or group holds any such rights that would be required by Endeavour to develop the Endeavour Property or any of the Endeavour Mineral Rights as contemplated in Endeavour Public Documents on or before the date hereof.

(xii) All mines located in or on the lands of Endeavour or any of the Endeavour Material Subsidiaries, or lands pooled or unitized therewith, which have been abandoned by Endeavour or any of the Endeavour Material Subsidiaries, have been abandoned in accordance with good mining practices and in material compliance with all applicable Laws, and all future abandonment, remediation and

reclamation obligations known to Endeavour as of the date hereof have been accurately set forth in Endeavour Public Documents without misrepresentation.

(n) Mineral Reserves and Resources. The proven and probable mineral reserves and mineral resources for the Endeavour Property and the Endeavour Mineral Rights were prepared in all material respects in accordance with sound mining, engineering, geoscience and other applicable industry standards and practices, and in all material respects in accordance with all applicable Laws, including the requirements of NI 43-101. There has been no material reduction (other than in respect of normal depletion due to mining activities) in the aggregate amount of estimated mineral reserves, estimated mineral resources or mineralized material of Endeavour, the Endeavour Material Subsidiaries and its material joint ventures, taken as a whole, from the amounts set forth in Endeavour Public Documents. All information regarding the Endeavour Property and the Endeavour Mineral Rights, including all drill results, technical reports and studies, that is required to be disclosed at Law, have been disclosed in Endeavour Public Documents on or before the date hereof.

(o) Operational Matters. Except as would not, individually or in the aggregate, be reasonably expected to result in an Endeavour Material Adverse Effect:

(i) all rentals, royalties, overriding royalty interests, production payments, net profits, interest burdens, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of Endeavour, the Endeavour Material Subsidiaries and its material joint ventures, have been: (A) duly paid or accrued; (B) duly performed; or (C) accrued prior to the date hereof; and

(ii) all costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which Endeavour or any of the Endeavour Material Subsidiaries or material joint ventures is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.

(p) Employment Matters.

(i) Except as disclosed in the Endeavour Public Documents, neither Endeavour nor any of the Endeavour Material Subsidiaries: (i) is a party to any collective bargaining agreement; or (ii) is subject to any application for certification or, to the knowledge of Endeavour, threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement. To the knowledge of Endeavour, no fact or event exists that is likely to give rise to a change in the representation in this Subsection 4.1(p) on or before the Effective Date.

(ii) Neither Endeavour nor any of the Endeavour Material Subsidiaries is subject to any material claim for wrongful dismissal, constructive dismissal or any other tort claim, actual or, to the knowledge of Endeavour, threatened, or any litigation actual, or to the knowledge of Endeavour, threatened, relating to employment or termination of employment of employees or independent contractors, except for such claims or litigation which individually or in the aggregate would not be reasonably expected to have an Endeavour Material Adverse Effect. To the knowledge of Endeavour, no labour strike, lock-out, slowdown or work stoppage is pending or threatened against or directly affecting Endeavour or any of the Endeavour Material Subsidiaries, except as would not be reasonably be expected to have an Endeavour Material Adverse Effect.

(iii) Endeavour and the Endeavour Material Subsidiaries have operated in accordance with all applicable Laws with respect to employment and labour, including employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights, labour relations and privacy and there are no current, pending, or to the knowledge of Endeavour, threatened proceedings before any board or tribunal with respect to any of the areas listed herein, except where the failure to so operate would not have an Endeavour Material Adverse Effect.

(q) Absence of Certain Changes or Events.

Since December 31, 2015:

(i) Endeavour and the Endeavour Material Subsidiaries have conducted their respective businesses only in the ordinary course of business and consistent with past practice;

(ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is reasonably likely to have an Endeavour Material Adverse Effect has been incurred;

(iii) there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to an Endeavour Material Adverse Effect;

(iv) there has not been any material change in the accounting practices used by Endeavour and the Endeavour Material Subsidiaries, except as disclosed in the Endeavour Public Documents;

(v) there has not been any redemption, repurchase or other acquisition of Endeavour Shares by Endeavour, or any declaration, setting aside or payment of any dividend or other distribution (whether in cash, shares or property) with respect to the Endeavour Shares;

(vi) there has not been a material change in the level of accounts receivable or payable, inventories or employees, other than those changes in the ordinary course of business consistent with past practice;

(vii) there has not been any entering into, or an amendment of, any material contract other than in the ordinary course of business consistent with past practice;

(viii) there has not been any satisfaction or settlement of any material claims or material liabilities that were not reflected in Endeavour's audited financial statements, other than the settlement of claims or liabilities incurred in the ordinary course of business consistent with past practice; and

(ix) except for ordinary course adjustments, there has not been any increase in the salary, bonus, or other remuneration payable to any officers or senior or executive officers of Endeavour or the Endeavour Material Subsidiaries.

(r) Litigation. There is no claim, action, proceeding or investigation pending or, to the knowledge of Endeavour, threatened against or relating to Endeavour or any of the Endeavour Subsidiaries, the business of Endeavour or any of the Endeavour Subsidiaries or affecting any of their properties, assets, before or by any Governmental Entity which, if adversely determined, would have, or reasonably could be expected to have, an Endeavour Material Adverse Effect or prevent or materially delay the consummation of the Arrangement, nor to the knowledge of Endeavour are there any events or circumstances which could reasonably be expected to give rise to any such claim, action, proceeding or investigation (provided, however, that the representation in this Subsection 4.1(r) shall not apply to claims, actions, proceedings, or investigations which may arise after the date of this Agreement which do not have a reasonable prospect of succeeding or, if successful, would not give rise to, nor reasonably be expected to give rise to, an Endeavour Material Adverse Effect). Neither Endeavour nor any of the Endeavour Subsidiaries is subject to any outstanding order, writ, injunction or decree which has had or is reasonably likely to have an Endeavour Material Adverse Effect or which would prevent or materially delay consummation of the transactions contemplated by this Agreement.

(s) Taxes.

(i) Each of Endeavour and the Endeavour Material Subsidiaries has duly and in a timely manner made or prepared all Tax Returns required to be made or prepared by it, and duly and in a timely manner filed all material Tax Returns required to be filed by it with the appropriate Governmental Entity, such Tax Returns were complete and correct in all material respects and Endeavour and each of the Endeavour Material Subsidiaries has paid all Taxes, including instalments on account of Taxes for the current year required by applicable Law, which are due and payable by it whether or not assessed by the appropriate Governmental Entity and Endeavour has provided adequate accruals in accordance with GAAP in the most recently published financial statements of Endeavour for any Taxes of Endeavour and each of the Endeavour Material Subsidiaries for the period covered by such financial statements that have not been paid

whether or not shown as being due on any material Tax Returns. Since such publication date, no material liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.

(ii) Each of Endeavour and the Endeavour Material Subsidiaries has duly and timely withheld all material Taxes and other amounts required by Law to be withheld by it (including material Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any Person) and has duly and timely remitted to the appropriate Governmental Entity such Taxes or other amounts required by Law to be remitted by it.

(iii) Each of Endeavour and the Endeavour Material Subsidiaries has duly and timely collected all amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial taxes and state and local taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity such amounts required by Law to be remitted by it.

(iv) None of Endeavour nor any of the Endeavour Material Subsidiaries has made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement in respect of Taxes or Tax Returns that has effect for any period ending after the Effective Date.

(v) None of Endeavour or Endeavour Material Subsidiaries has acquired property from a non-arm's length Person within the meaning of the Tax Act for consideration the value of which is less than fair market value of the property.

(vi) There are no proceedings, investigations, audits or claims now pending or threatened against Endeavour or any of the Endeavour Material Subsidiaries in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes and neither Endeavour nor any of the Endeavour Material Subsidiaries have waived or extended any statutory limitation period in respect of Taxes.

(vii) For the purposes of the Tax Act and any other relevant Tax purposes:

(A) Endeavour is not resident in Canada for purposes of the Tax Act;

(B) Endeavour Gold is not resident in Canada for the purposes of the Tax Act;

(C) Endeavour SubCo will, as of the Effective Time, be resident in Canada for the purposes of the Tax Act; and

(D) each of the Endeavour Material Subsidiaries is resident in the jurisdiction in which it was formed, and is not resident in any other country.

(viii) There are no Liens for Taxes upon any properties or assets of Endeavour or any of the Endeavour Material Subsidiaries (other than Liens relating to Taxes not yet due and payable and for which adequate reserves have been recorded on the Endeavour Balance Sheet).

(ix) Neither Endeavour nor any of the Endeavour Material Subsidiaries has taken or agreed to take, or has failed to take, any action, nor is Endeavour or any of the Endeavour Material Subsidiaries aware of any fact, agreement, plan or other circumstance, that would reasonably be expected to prevent the Arrangement from qualifying as a reorganization under Section 368(a) of the U.S. Tax Code.

(t) Books and Records. The corporate records and minute books of Endeavour and the Endeavour Material Subsidiaries have been maintained in accordance with all applicable Laws, and the minute books of Endeavour and the Endeavour Material Subsidiaries as provided to True Gold are complete and accurate in all material respects. The financial books and records and accounts of Endeavour and the Endeavour Material Subsidiaries in all material respects: (a) have been maintained in accordance with good business practices and in accordance with GAAP and with the accounting principles generally accepted in the country of domicile of each such entity, on a basis consistent with prior years (except in the case of a change in accounting principles for such jurisdiction); (b) are stated in reasonable detail and, in the case of the Endeavour Material Subsidiaries, during the period of time when owned by Endeavour, accurately and fairly reflect the transactions and dispositions of assets of Endeavour and the Endeavour Material Subsidiaries; and (c) in the case of the Endeavour Material Subsidiaries, during the period of time when owned by Endeavour, accurately and fairly reflect the basis for Endeavour's consolidated financial statements.

(u) Insurance.

(i) Endeavour has in place reasonable and prudent insurance policies appropriate for its size, nature and stage of development. All premiums payable prior to the date hereof under such policies of insurance have been paid and neither Endeavour nor any of the Endeavour Material Subsidiaries has failed to make a claim thereunder on a timely basis.

(ii) Each of such policies and other forms of insurance is in full force and effect on the date hereof and Endeavour will use reasonable commercial efforts to keep them in full force and effect or renew them as appropriate through the Effective Date. No written (or to the knowledge of Endeavour other) notice of cancellation or termination has been received by Endeavour or any Endeavour Material Subsidiary with respect to any such policy.

(v) Non-Arm's Length Transactions. Except for employment or consulting agreements entered into in the ordinary course of business or as disclosed in the Endeavour Public Record, there are no current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by Endeavour or any of the Endeavour Material Subsidiaries) between Endeavour or any of the Endeavour Material Subsidiaries on the one hand, and any (a) officer or director of Endeavour or any of the Endeavour Material Subsidiaries, (b) any holder of record or, to the knowledge of Endeavour, beneficial owner of five percent or more of the voting securities of Endeavour, or (c) any affiliate or associate of any officer, director or beneficial owner, on the other hand.

(w) Benefit Plans. Each Endeavour Benefit Plan has been operated in accordance with its terms and any contributions required to be made under each Endeavour Benefit Plan, as of the date hereof, have been timely made and all obligations in respect of each Endeavour Benefit Plan have been properly accrued and reflected in the audited consolidated financial statements for Endeavour as at and for the fiscal year ended on December 31, 2015, including the notes thereto and the report by Endeavour's auditors thereon.

(x) Environmental. Except for any matters that, individually or in the aggregate, would not have or would not reasonably be expected to have an Endeavour Material Adverse Effect:

(i) all facilities and operations of Endeavour and the Endeavour Subsidiaries have been conducted, and are now, in compliance with all Environmental Laws;

(ii) Endeavour and the Endeavour Subsidiaries are in possession of, and in compliance with, all Environmental Permits that are required to own, lease and operate the Endeavour Property and Endeavour Mineral Rights and to conduct their respective business as they are now being conducted;

(iii) no environmental, reclamation or closure obligation, demand, notice, work order or other liabilities presently exist with respect to any portion of any currently or formerly owned, leased, used or otherwise controlled property, interests and rights or relating to the operations and business of Endeavour and the Endeavour Subsidiaries except as disclosed in the Endeavour Public Documents and, to the knowledge of Endeavour, there is no basis for any such obligations, demands, notices, work orders or liabilities to arise in the future as a result of any activity in respect of such property, interests, rights, operations and business;

(iv) neither Endeavour nor any of the Endeavour Subsidiaries is subject to any proceeding, application, order or directive which relates to environmental, health or safety matters, and which may require any material work, repairs, construction or expenditures;

(v) to the knowledge of Endeavour, there are no changes in the status, terms or conditions of any Environmental Permits held by Endeavour or any of the Endeavour Subsidiaries or any renewal, modification, revocation, reassurance, alteration, transfer or amendment of any such environmental approvals, consents, waivers, permits, orders and exemptions, or any review by, or approval of, any Governmental Entity of such environmental approvals, consents, waivers, permits, orders and exemptions that are required in connection with the execution or delivery of this Agreement, the consummation of the transactions contemplated herein or the continuation of the business of Endeavour or any of the Endeavour Subsidiaries following the Effective Date;

(vi) Endeavour and the Endeavour Subsidiaries have made available to True Gold all material audits, assessments, investigation reports, studies, plans, regulatory correspondence and similar information with respect to environmental matters; and

(vii) to the knowledge of Endeavour, Endeavour and the Endeavour Subsidiaries are not subject to any past or present fact, condition or circumstance that could reasonably be expected to result in liability under any Environmental Laws that would individually or in the aggregate, constitute an Endeavour Material Adverse Effect.

(y) Restrictions on Business Activities. There is no agreement, judgment, injunction, order or decree binding upon Endeavour or any Endeavour Material Subsidiary that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of Endeavour or any Endeavour Material Subsidiary, any acquisition of property by Endeavour or any Endeavour Material Subsidiary or the conduct of business by Endeavour or any Endeavour Material Subsidiary as currently conducted (including following the transaction contemplated by this Agreement) other than such agreements, judgments, injunctions, orders or decrees which would not, individually or in the aggregate, reasonably be expected to have an Endeavour Material Adverse Effect.

(z) Material Contracts. Except as would not, individually or in the aggregate, have or reasonably be expected to have an Endeavour Material Adverse Effect Endeavour and the Endeavour Material Subsidiaries have performed in all material respects all respective obligations required to be performed by them to date under any material contracts to which any of them is a party. Neither Endeavour nor any of the Endeavour Material Subsidiaries is in breach or default under any material contract to which it is a party or bound, nor does Endeavour have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default, except in each case where any such breaches or defaults would not, individually or in the aggregate, reasonably be expected to result in, or result in, an Endeavour Material Adverse Effect. Neither Endeavour nor any Endeavour Material Subsidiary of Endeavour knows of, or has received written notice of, any breach or default under (nor, to the knowledge of Endeavour, does there exist any condition which with the passage of time or

the giving of notice or both would result in such a breach or default under) any such material contract by any other party thereto except where any such violation or default would not, individually or in the aggregate, reasonably be expected to result in, or result in, an Endeavour Material Adverse Effect. Prior to the date hereof, Endeavour has made available to True Gold true and complete copies of all of the material contracts of Endeavour and the Endeavour Material Subsidiaries. All material contracts are legal, valid, binding and in full force and effect and are enforceable by Endeavour (or Endeavour Material Subsidiary, as the case may be) in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arms' length negotiations between the parties thereto.

(aa) Relationships with Customers, Suppliers, Distributors and Sales Representatives. Endeavour has not received any written notice that any customer, supplier, distributor or sales representative intends to cancel, terminate or otherwise modify or not renew its relationship with Endeavour or any Endeavour Material Subsidiary, and, to the knowledge of Endeavour, no such action has been threatened, which, in either case, individually or in the aggregate, would reasonably be expected to have an Endeavour Material Adverse Effect.

(bb) Reporting Issuer Status. As of the date hereof, Endeavour is a reporting issuer not in default (or the equivalent) under the Securities Laws of each of the provinces of Canada other than Quebec.

(cc) Stock Exchange Compliance. Endeavour is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the TSX.

(dd) Foreign Private Issuer. Endeavour is a "Foreign Private Issuer" as defined in Rule 405 under U.S. Securities Act.

(ee) No Expropriation. No property or asset of Endeavour or the Endeavour Material Subsidiaries (including the Endeavour Property or any Endeavour Mineral Rights) has been taken or expropriated by any Governmental Entity nor has any notice or proceeding in respect thereof been given or commenced nor, to the knowledge of Endeavour, is there any intent or proposal to give any such notice or to commence any such proceeding.

(ff) Corrupt Practices Legislation. Neither Endeavour nor the Endeavour Subsidiaries, nor any of their respective officers, directors or employees acting on behalf of Endeavour or any of the Endeavour Subsidiaries or affiliates has taken, committed to take or been alleged to have taken any action which would cause Endeavour or any of the Endeavour Subsidiaries to be in violation of the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any applicable Law of similar effect of another jurisdiction, and to the knowledge of Endeavour, no such action has been taken by any of its agents, representatives or other Persons acting on behalf of Endeavour or any of the Endeavour Subsidiaries or

affiliates and the operations of Endeavour and the Endeavour Subsidiaries are and have been conducted at all times in compliance with the CFPOA or any applicable Law of similar effect of another jurisdiction and no action or proceeding or, to the knowledge of Endeavour investigation, by or before any governmental authority with respect to the CFPOA or any applicable Law of similar effect of another jurisdiction is in progress, pending or to the knowledge of Endeavour, threatened.

(gg) NGOs and Community Groups. No material dispute between Endeavour or any of the Endeavour Material Subsidiaries and any non-governmental organization, community, or community group exists or, to the best of Endeavour's knowledge, is threatened or imminent with respect to any of Endeavour's or any of the Endeavour Material Subsidiaries' properties or exploration activities.

(hh) True Gold Shares. Endeavour does not have legal or beneficial ownership, control or direction over any True Gold Shares, other than the right to receive True Gold Shares pursuant to the conversion feature of the Convertible Loan.

(ii) Arrangements with Securityholders of True Gold. Other than the Endeavour Support Agreement and this Agreement, Endeavour does not have any agreement, arrangement or understanding (whether written or oral) with respect to True Gold or any of its securities, businesses or operations with any shareholder of True Gold, any interested party of True Gold or any related party of any interested party of True Gold, or any joint actor with any such persons (and for this purpose, the terms "interested party", "related party" and "joint actor" shall have the meaning ascribed to such terms in MI 61-101).

(jj) Investment Canada Act. Endeavour qualifies as a "WTO investor" under the Investment Canada Act.

4.2 Survival of Representations and Warranties

The representations and warranties of Endeavour contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5
COVENANTS

5.1 Covenants of True Gold Regarding the Conduct of Business

True Gold covenants and agrees that prior to the Effective Date, unless Endeavour otherwise agrees in writing or as otherwise expressly contemplated or permitted by this Agreement:

(a) True Gold shall, and shall cause each of the True Gold Subsidiaries to, conduct its and their respective businesses only in, not take any action except in, and maintain their respective facilities, in the ordinary course of business consistent with past practice and to use commercially reasonable efforts to preserve intact its and their present business organization and goodwill, to

preserve intact True Gold, the True Gold Property and True Gold Mineral Rights, to keep available the services of its officers and employees as a group and to maintain satisfactory relationships consistent with past practice with suppliers, distributors, employees, Governmental Entities and others having business relationships with them;

(b) without limiting the generality of Subsection 5.1(a), True Gold shall not, directly or indirectly, and shall cause each of the True Gold Subsidiaries not to, except as required by the Convertible Loan or as specified in the True Gold Disclosure Letter in respect of any of the following specific sections, subsections, paragraphs or sub-paragraphs:

(i) issue, sell, grant, award, pledge, dispose of, encumber or agree to issue, sell, grant, award, pledge, dispose of or encumber any True Gold Shares, any True Gold Options, True Gold DSUs or True Gold RSUs or any warrants, calls, conversion privileges or rights of any kind to acquire any True Gold Shares or other securities or any shares of the True Gold Subsidiaries, other than in the ordinary course of business consistent with past practice and in accordance with the True Gold Option Plan, True Gold DSU Plan or True Gold RSU Plan or pursuant to the terms of existing True Gold Options, True Gold DSUs or True Gold RSUs outstanding as at the date hereof;

(ii) other than in the ordinary course of business, sell, pledge, lease, dispose of, mortgage, licence, encumber or agree to sell, pledge, dispose of, mortgage, licence, encumber or otherwise transfer any assets of True Gold or any of the True Gold Subsidiaries or any interest in any assets of True Gold and the True Gold Subsidiaries having a value greater than $250,000 in the aggregate;

(iii) other than in the ordinary course of business, sell, pledge, lease, dispose of, mortgage, licence, encumber or agree to sell, pledge, dispose of, mortgage, licence, encumber or otherwise transfer the True Gold Property or any of the True Gold Mineral Rights;

(iv) enter into any long-term sale, forward sale, off-take, royalty, options or hedging agreement with respect to any commodities extracted from the True Gold Property or any True Gold Mineral Right;

(v) amend or propose to amend the notice of articles, articles or other constating documents or the terms of any securities of True Gold or any of the True Gold Subsidiaries;

(vi) split, combine or reclassify any outstanding True Gold Shares or the securities of any of the True Gold Subsidiaries;

(vii) redeem, purchase or offer to purchase any True Gold Shares or other securities of True Gold or any shares or other securities of the True Gold Subsidiaries;

(viii) declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect

of any True Gold Shares except, in the case of any of the wholly-owned True Gold Subsidiaries, for dividends payable to True Gold;

(ix) reorganize, amalgamate or merge True Gold or any of the True Gold Subsidiaries with any other Person;

(x) reduce the stated capital of the shares of True Gold or of any of the True Gold Subsidiaries;

(xi) other than cash management investments made in accordance with True Gold's existing cash management policies and practices, acquire or agree to acquire (by merger, amalgamation, acquisition of shares or assets or otherwise) any Person, or make any investment either by purchase of shares or securities, contributions of capital (other than to wholly-owned True Gold Subsidiaries), property transfer or purchase of any property or assets of any other Person that has a value greater than $250,000 in the aggregate except where the same relates directly to the construction of the Karma Project;

(xii) except in the ordinary course of business consistent with past practice, or under the terms of the existing $10,000,000 equipment finance facility entered into by True Gold and Auramet International Inc. on January 11, 2016, incur, create, assume or otherwise become liable for any indebtedness for borrowed money or any other material liability or obligation or issue any debt securities, except for the borrowing of working capital in the ordinary course of business and consistent with past practice, or guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other Person or make any loans or advances;

(xiii) drawdown any further portion of the Gold Stream Increase Option, other than in compliance with the terms of the Convertible Loan;

(xiv) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of True Gold or any of the True Gold Subsidiaries;

(xv) pay, discharge, settle, satisfy, compromise, waive, assign or release any claims, liabilities or obligations other than: claims, liabilities or obligations relating directly to the construction of the Karma Project; or the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in True Gold's financial statements or incurred in the ordinary course of business consistent with past practice not in excess of $250,000 in the aggregate;

(xvi) authorize, recommend or propose any release or relinquishment of any contractual right, except in the ordinary course of business consistent with past practice;

(xvii) waive, release, grant, transfer, exercise, modify or amend in any material respect, other than in the ordinary course of business consistent with past practice, (i) any existing contractual rights in

respect of the True Gold Property or any True Gold Mineral Rights, (ii) any material Authorization, lease, concession, contract or other document, or (iii) any other material legal rights or claims;

(xviii) waive, release, grant or transfer any rights of value or modify or change in any material respect any existing licence, lease, contract or other document, other than in the ordinary course of business consistent with past practice;

(xix) take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Entities to institute proceedings for the suspension, revocation or limitation of rights under, any material Permits necessary to conduct its businesses as now conducted; or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities;

(xx) incur business expenses in excess of $250,000, other than in the ordinary course and consistent with past practice;

(xxi) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of True Gold to consummate the Arrangement or the other transactions contemplated by this Agreement, other than in connection with a Pre-Acquisition Reorganization;

(xxii) increase the benefits payable or to become payable to its directors or officers (whether from True Gold or any of the True Gold Subsidiaries), enter into or modify any employment, consulting, severance, or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any officers of True Gold or member of the True Gold Board other than pursuant to agreements already entered into and which agreements are disclosed in True Gold Public Documents;

(xxiii) pay all or any portion of the True Gold Deferred Bonus prior to the Effective Time, and in any event shall not use any proceeds from the Convertible Loan to pay the True Gold Deferred Bonus; or

(xxiv) in the case of employees who are not officers of True Gold or members of the True Gold Board, take any action other than in the ordinary course of business and consistent with past practice (none of which actions shall be unreasonable or unusual) with respect to the grant of any bonuses, salary increases, severance or termination pay or with respect to any increase of benefits payable in effect on the date hereof;

(c) other than pursuant to the Plan of Arrangement, True Gold shall not, and shall cause each of the True Gold Subsidiaries not to, establish, adopt, enter into, amend or waive any performance or vesting criteria or accelerate

vesting, exercisability or funding under any bonus, profit sharing, thrift, incentive, compensation, stock option, restricted stock, pension, retirement, deferred compensation, savings, welfare, employment, termination, severance or other employee benefit plan, agreement, trust, fund, policy or arrangement for the benefit or welfare of any directors, officers, current or former employees of True Gold or the True Gold Subsidiaries;

(d) True Gold shall use all reasonable commercial efforts to cause its current insurance (or re-insurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of internationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(e) True Gold shall maintain and preserve each of the True Gold Mineral Rights and the True Gold Property in good standing and maintain, preserve and keep in good standing all of its rights under each of its Authorizations;

(f) True Gold shall:

(i) not take any action, or permit any of the True Gold Subsidiaries to take any action, which would render, or which reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;

(ii) provide Endeavour with prompt written notice of: (A) any change (or any condition, event, circumstance or development involving a prospective change) in the business, assets, operations, capitalization, condition (financial or otherwise), prospects, share or debt ownership, results of operations, cash flows, properties (including the True Gold Property and True Gold Mineral Rights), notice of articles, articles, by-laws, licenses, permits (including Authorizations), rights, or privileges, whether contractual or otherwise, or liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), of True Gold or any of the True Gold Subsidiaries which, when considered either individually or in the aggregate, has resulted in or would reasonably be expected to result in a True Gold Material Adverse Effect; or (B) the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would or would be likely to (x) cause any of the representations of True Gold contained herein to be untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or True Gold Material Adverse Effect qualification already contained within such representation or warranty) in any material respect; or (y) result in the failure in any material respect of True Gold to comply with or satisfy any covenant, condition or agreement (without giving effect to, applying or taking into consideration any qualification already contained in such

covenant, condition or agreement) to be complied with or satisfied prior to the Effective Time;

(iii) not enter into or renew any agreement, contract, lease, licence or other binding obligation of True Gold or the True Gold Subsidiaries: (A) containing (1) any limitation or restriction on the ability of True Gold or the True Gold Subsidiaries or, following completion of the transactions contemplated hereby, the ability of Endeavour and the Endeavour Subsidiaries, to engage in any type of activity or business, (2) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of True Gold or the True Gold Subsidiaries or, following consummation of the transactions contemplated hereby, all or any portion of the business of Endeavour or the Endeavour Subsidiaries, is or would be conducted, or (3) any limit or restriction on the ability of True Gold or the True Gold Subsidiaries or, following completion of the transactions contemplated hereby, the ability of Endeavour or the True Gold Subsidiaries, to solicit customers or employees; or (B) that would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated by this Agreement;

(iv) not enter into or renew any agreement, contract, lease, licence or other binding obligation of True Gold or the True Gold Subsidiaries that is not terminable within 30 days of the Effective Date without payment by Endeavour or any of the Endeavour Subsidiaries that involves or would reasonably be expected to involve payments in excess of $100,000 in the aggregate over the term of the contract, except in relation to capital expenditures required for the construction of the Karma Project;

(v) not incur any capital expenditures or enter into any agreement obligating True Gold or the True Gold Subsidiaries to provide for future capital expenditures involving payments in excess of $100,000 in the aggregate, except capital expenditures required for the construction of the Karma Project; and

(vi) not enter into any shareholder rights agreement;

(g) True Gold and each of the True Gold Subsidiaries shall:

(i) duly and timely file all Tax Returns required to be filed by it on or after the date hereof and all such Tax Returns will be true, complete and correct in all material respects;

(ii) timely withhold, collect, remit and pay all Taxes which are to be withheld, collected, remitted or paid by it to the extent due and payable;

(iii) not make or rescind any material express or deemed election relating to Taxes;

(iv) not make a new request for a Tax ruling or enter into any agreement with any taxing authorities or consent to any extension or waiver of any limitation period with respect to Taxes;

(v) not settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes;

(vi) not amend any Tax Return or change any of its methods of reporting income, deductions or accounting for income Tax purposes from those employed in the preparation of its income Tax Return for the tax year ended December 31, 2015, except as may be required by applicable Laws; and

(vii) not take any action not specified in this Agreement, or fail to take any action specified in this Agreement, which act or failure to act would reasonably be expected to prevent the Arrangement from qualifying as a reorganization under Section 368(a) of the U.S. Tax Code.

(h) except in the ordinary course of business or as required to perform its obligations hereunder, True Gold shall not initiate any material discussions, negotiations or filings with any Governmental Entity regarding any matter (including with respect to the Arrangement or the transactions contemplated by this Agreement or regarding the status of the True Gold Property or the True Gold Mineral Rights) without the prior consent of Endeavour, such consent not to be unreasonably withheld, and further agrees to provide Endeavour with immediate notice of any material communication (whether oral or written) from a Governmental Entity, including a copy of any written communication;

(i) True Gold shall immediately notify Endeavour of any opposition, concerns or threats raised or brought by non-governmental organizations, communities or community organizations in respect of True Gold's current or planned operations; and

(j) True Gold shall not authorize or propose, or enter into or modify any material contract, agreement, commitment or arrangement, to do any of the matters prohibited by the other Subsections of this Section 5.1.

5.2 Covenants of Endeavour Regarding the Conduct of Business

Endeavour covenants and agrees that prior to the Effective Date, unless True Gold shall otherwise agree in writing or as otherwise expressly contemplated or permitted by this Agreement:

(a) Endeavour shall, and shall cause each of the Endeavour Material Subsidiaries to, conduct its and their respective businesses only in, not take any action except in, and maintain their respective facilities, in the ordinary course of business consistent with past practice and to use commercially reasonable efforts to preserve intact its and their present business organization and goodwill, to preserve intact the Endeavour Property and the Endeavour Mineral Rights, to keep available the services of its officers and employees as a group and to maintain satisfactory relationships consistent with past

practice with suppliers, distributors, employees, Governmental Entities and others having business relationships with them;

(b) without limiting the generality of Subsection 5.2(a), Endeavour shall not, directly or indirectly, and shall cause each of the Endeavour Material Subsidiaries not to, except as specified in the Endeavour Disclosure Letter in respect of any of the following specific sections, subsections, paragraphs or sub-paragraphs:

(i) issue, sell, grant, award, pledge, dispose of, encumber or agree to issue, sell, grant, award, pledge, dispose of or encumber any Endeavour Shares, or any other warrants, calls, conversion privileges or rights of any kind to acquire any Endeavour Shares or other securities or any shares of the Endeavour Material Subsidiaries other than in the ordinary course of business consistent with past practice and in accordance with the Endeavour Option Plan, the Endeavour DSU Plan, the Endeavour PSU Plan, or pursuant to the terms of existing Endeavour Options, Endeavour DSUs or Endeavour PSUs outstanding as at the date hereof, or Endeavour Shares issued pursuant to the exercise of the anti-dilution right contained in the investor rights agreement dated September 18, 2015 between Endeavour and La Mancha Holding S.àr.l.;

(ii) other than in the ordinary course of business, sell, pledge, lease, dispose of, mortgage, licence, encumber or agree to sell, pledge, dispose of, mortgage, licence, encumber or otherwise transfer, in one transaction or in a series of related transactions, any assets of Endeavour or any of the Endeavour Material Subsidiaries or any interest in any assets of Endeavour and the Endeavour Material Subsidiaries having a value, on a per transaction or series of related transactions basis, greater than $10,000,000;

(iii) other than in the ordinary course of business, sell, pledge, lease, dispose of, mortgage, licence, encumber or agree to sell, pledge, dispose of, mortgage, licence, encumber or otherwise transfer, in one transaction or in a series of related transactions, the Endeavour Property or the Endeavour Mineral Rights or any interest in the Endeavour Property or Endeavour Mineral Rights having a value, on a per transaction or series of related transactions basis, greater than $40,000,000;

(iv) amend or propose to amend the articles, by-laws or other constating documents or the terms of any securities of Endeavour or any of the Endeavour Material Subsidiaries;

(v) split, combine or reclassify any outstanding Endeavour Shares or the securities of any of the Endeavour Material Subsidiaries;

(vi) redeem, purchase or offer to purchase any Endeavour Shares or other securities of Endeavour;

(vii) declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect of any Endeavour Shares;

(viii) reduce the stated capital of the ordinary shares of Endeavour;

(ix) reorganize, amalgamate or merge Endeavour or any of the Endeavour Material Subsidiaries with any other Person, other than a reorganization involving only Endeavour or the Endeavour Material Subsidiaries or a disposition permitted under Section 5.2(b)(ii);

(x) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Endeavour or any of the Endeavour Material Subsidiaries;

(xi) pay, discharge, settle, satisfy, compromise, waive, assign or release any claims, liabilities or obligations other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in Endeavour's financial statements or incurred in the ordinary course of business consistent with past practice in excess of $10,000,000 in the aggregate;

(xii) waive, release, grant, transfer, exercise, modify or amend in any material respect, other than in the ordinary course of business consistent with past practice, (i) any existing contractual rights in respect of any Endeavour Mineral Rights or the Endeavour Property, or (iii) any other material legal rights or claims;

(xiii) take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Entities to institute proceedings for the suspension, revocation or limitation of rights under, any material Permits necessary to conduct its businesses as now conducted; or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities;

(xiv) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of Endeavour to consummate the Arrangement or the other transactions contemplated by this Agreement;

(c) Endeavour shall use all reasonable commercial efforts to cause its current insurance (or re-insurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of internationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(d) Endeavour shall maintain and preserve each of its Endeavour Mineral Rights and the Endeavour Property in good standing and maintain, preserve and keep in good standing all of its rights under each of its Authorizations, except to the extent that it determines it appropriate in the ordinary course to relinquish or surrender any exploration licence or authorization where this does not result in an Endeavour Material Adverse Effect;

(e) Endeavour shall:

(i) not take any action, or permit any of the Endeavour Material Subsidiaries to take any action, which would render, or which reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;

(ii) provide True Gold with prompt written notice of: (A) any change (or any condition, event, circumstance or development involving a prospective change) in the business, assets, operations, capitalization, condition (financial or otherwise), prospects, share or debt ownership, results of operations, cash flows, properties (including the Endeavour Property and Endeavour Mineral Rights), whether contractual or otherwise, or liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), of Endeavour or any of the Endeavour Material Subsidiaries which, when considered either individually or in the aggregate, has resulted in or would reasonably be expected to result in an Endeavour Material Adverse Effect; or (B) the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would or would be likely to (x) cause any of the representations of Endeavour contained herein to be untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Endeavour Material Adverse Effect qualification already contained within such representation or warranty) in any material respect; or (y) result in the failure in any material respect of Endeavour to comply with or satisfy any covenant, condition or agreement (without giving effect to, applying or taking into consideration any qualification already contained in such covenant, condition or agreement) to be complied with or satisfied prior to the Effective Time; and

(iii) not enter into or renew any agreement, contract, lease, licence or other binding obligation of Endeavour or the Endeavour Subsidiaries containing any limit or restriction on the ability of Endeavour or the Endeavour Subsidiaries that would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated by this Agreement;

(f) Endeavour and each of the Endeavour Material Subsidiaries shall:

(i) duly and timely file all Tax Returns required to be filed by it on or after the date hereof and all such Tax Returns will be true, complete and correct in all material respects;

(ii) timely withhold, collect, remit and pay all Taxes which are to be withheld, collected, remitted or paid by it to the extent due and payable;

(iii) not make or rescind any material express or deemed election relating to Taxes; and

(iv) not take any action not specified in this Agreement, or fail to take any action specified in this Agreement, which act or failure to act would reasonably be expected to prevent the Arrangement from qualifying as a reorganization under Section 368(a) of the U.S. Tax Code.

5.3 Covenants of True Gold Relating to the Arrangement

True Gold shall and shall cause the True Gold Subsidiaries to perform all obligations required to be performed by True Gold or any of the True Gold Subsidiaries under this Agreement, co-operate with Endeavour in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective the transactions contemplated in this Agreement and, without limiting the generality of the foregoing or the obligations in Section 2.5 of this Agreement, True Gold shall and, where applicable, shall cause each True Gold Subsidiary to:

(a) use its commercially reasonable efforts to obtain and assist Endeavour in obtaining all required Regulatory Approvals, including, for greater certainty, supply such information and documents to Endeavour as is reasonably required to determine what Regulatory Approvals may be required. Without limiting the generality of the foregoing, True Gold shall use its commercially reasonable efforts to satisfy, as soon as reasonably possible, any requests for information and documentation received by any Governmental Entity. True Gold will coordinate and cooperate in exchanging information and supplying assistance that is reasonably requested by Endeavour in connection with obtaining required Regulatory Approvals, including providing Endeavour with copies in advance and reasonable opportunity to comment on all notices, submissions, filings and information supplied to or filed with any Governmental Entity (except for notices and information which True Gold, acting reasonably, considers highly confidential and competitively sensitive, which then shall be provided on an outside counsel only basis to external counsel for Endeavour), and all notices and correspondence received from a Governmental Entity. True Gold shall not attend any meetings, whether in person or by telephone, with any Governmental Entity in connection with the transactions contemplated by this Agreement, unless it provides Endeavour with a reasonable opportunity to attend such meetings;

(b) use its commercially reasonable efforts to obtain as soon as practicable following execution of this Agreement all third party consents, approvals and notices required under any of the material contracts;

(c) defend all lawsuits or other legal, regulatory or other proceedings against True Gold challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(d) provide such assistance as may be reasonably requested by Endeavour for the purposes of completing the Endeavour Meeting;

(e) subject to applicable Law, make available and cause to be made available to Endeavour, and the agents and advisors thereto, information reasonably requested by Endeavour for the purposes of preparing, considering and implementing integration and strategic plans for the combined businesses of Endeavour and True Gold following completion of the Arrangement and confirming the representations and warranties of True Gold set out in Section 3.1 of this Agreement; and

(f) use its commercially reasonable efforts to satisfy all conditions precedent in this Agreement and take all steps set forth in the Interim Order.

5.4 Covenants of Endeavour Relating to the Arrangement

Endeavour shall, and shall cause the Endeavour Material Subsidiaries to, perform all obligations required to be performed by Endeavour or any Endeavour Material Subsidiary under this Agreement, co-operate with True Gold in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing or the obligations in Section 2.5 of this Agreement, Endeavour shall and where appropriate shall cause each Endeavour Material Subsidiary to:

(a) use its commercially reasonable efforts to obtain and assist True Gold in obtaining all required Regulatory Approvals, including, for greater certainty, supply such information and documents to True Gold as is reasonably required to determine what Regulatory Approvals may be required. Endeavour will coordinate and cooperate in exchanging information and supplying assistance that is reasonably requested by True Gold in connection with obtaining required Regulatory Approvals, including providing True Gold with copies in advance and reasonable opportunity to comment on all notices, submissions, filings and information supplied to or filed with any Governmental Entity (except for notices and information which Endeavour, acting reasonably, considers highly confidential and competitively sensitive, which then shall be provided on an outside counsel only basis to external counsel for True Gold), and all notices and correspondence received from a Governmental Entity;

(b) use its commercially reasonable efforts to obtain as soon as practicable following execution of this Agreement all third party consents, approvals and notices required under any of the material contracts;

(c) defend all material lawsuits or other legal, regulatory or other proceedings against Endeavour challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(d) provide such assistance as may be reasonably requested by True Gold for the purposes of completing the True Gold Meeting;

(e) apply for and use commercially reasonable efforts to obtain conditional approval of the listing and posting for trading on the TSX of the Endeavour Shares, subject only to satisfaction by Endeavour of customary listing conditions of the TSX;

(f) subject to applicable Law, make available and cause to be made available to True Gold, and its agents and advisors, information reasonably requested by True Gold for the purposes of confirming the representations and warranties of Endeavour set out in Section 4.1 of this Agreement;

(g) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement; and

(h) vote any True Gold Shares held by it on the record date for the True Gold Meeting in favour of the Arrangement Resolution;

5.5 Endeavour Meeting

Subject to the terms of this Agreement:

(a) Endeavour agrees to convene and conduct the Endeavour Meeting in accordance with Endeavour's memorandum and articles of association and applicable Law as soon as reasonably practicable, and in any event on or before the Meetings Deadline. True Gold and Endeavour agree to use their commercially reasonable efforts to schedule the True Gold Meeting and the Endeavour Meeting to occur on the same day.

(b) Endeavour shall not, except as required for quorum purposes, as required by Law, or otherwise as permitted under this Agreement, adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the Endeavour Meeting without True Gold's prior written consent.

(c) Endeavour will advise True Gold as True Gold may reasonably request, and at least on a daily basis on each of the last ten (10) Business Days prior to the date of the Endeavour Meeting, as to the aggregate tally of the proxies received by Endeavour in respect of the Endeavour Resolution.

(d) Endeavour shall provide notice to True Gold of the Endeavour Meeting and allow representatives of True Gold to attend the Endeavour Meeting.

5.6 Endeavour Circular

(a) As promptly as reasonably practicable following execution of this Agreement with a targeted date on or before March 21, 2016, and in any event prior to the close of business on the Mailing Deadline, Endeavour shall (i) prepare the Endeavour Circular together with any other documents required by applicable Laws, (ii) file the Endeavour Circular in all jurisdictions where the same is required to be filed, and (iii) mail the Endeavour Circular as required in accordance with all applicable Laws. On the date of mailing thereof, the Endeavour Circular shall comply in all material respects with all applicable Laws and shall contain sufficient detail to permit the Endeavour Shareholders

to form a reasoned judgment concerning the matters to be placed before them at the Endeavour Meeting.

(b) Endeavour shall ensure that the Endeavour Circular complies in all material respects with all applicable Laws, and, without limiting the generality of the foregoing, that the Endeavour Circular will not contain any misrepresentation (except that Endeavour shall not be responsible for any information relating to True Gold and its affiliates, including the True Gold Shares).

(c) Endeavour shall disclose in the Endeavour Circular that the Endeavour Board has determined that entering into this Agreement and, subject to the terms and conditions contained herein, completing the transactions contemplated by this Agreement is in the best interests of Endeavour and the Endeavour Board has decided to recommend that the Endeavour Shareholders vote in favour of the Endeavour Resolution.

(d) (i) Endeavour shall solicit proxies in favour of the Endeavour Resolution, against any resolution submitted by any other Endeavour Shareholder, including, if so requested by True Gold, using the services of dealers and proxy solicitation services and permitting True Gold to otherwise assist Endeavour in such solicitation, and take all other actions that are reasonably necessary or desirable to seek the approval of the Endeavour Resolution; (ii) the Endeavour Board shall recommend to holders of Endeavour Shares that they vote in favour of the Endeavour Resolution; and (iii) Endeavour shall include in the Endeavour Circular a statement that each director and executive officer of Endeavour intends to vote all of such Person's Endeavour Shares in favour of the Endeavour Resolution, subject to the other terms of this Agreement.

(e) True Gold shall provide to Endeavour all information regarding True Gold, its affiliates and the True Gold Shares as required by applicable Laws for inclusion in the Endeavour Circular or in any amendments or supplements to such Endeavour Circular. True Gold shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Endeavour Circular and to the identification in the Endeavour Circular of each such advisor. True Gold shall ensure that no such information will include any misrepresentation concerning True Gold, the True Gold Subsidiaries and the True Gold Shares.

(f) True Gold and its legal counsel shall be given a reasonable opportunity to review and comment on the Endeavour Circular prior to the Endeavour Circular being printed and filed with the Governmental Entities, and reasonable consideration shall be given to any comments made by True Gold and its counsel, provided, however, that all information relating solely to True Gold, its affiliates and the True Gold Shares included in the Endeavour Circular shall be in form and content satisfactory to True Gold, acting reasonably. Endeavour shall provide True Gold with final copies of the Endeavour Circular prior to the mailing to the Endeavour Shareholders.

(g) True Gold and Endeavour shall each promptly notify each other if at any time before the Effective Date either becomes aware that the Endeavour Circular contains a misrepresentation, or that otherwise requires an amendment or supplement to the Endeavour Circular and the Parties shall co-operate in the preparation of any amendment or supplement to the Endeavour Circular as required or appropriate, and Endeavour shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Endeavour Circular to Endeavour Shareholders and, if required by the Court or applicable Laws, file the same with the Governmental Entities and as otherwise required.

5.7 Pre-Acquisition Reorganization

True Gold agrees that, upon request by Endeavour, True Gold shall, and shall cause each of the True Gold Subsidiaries to: (i) effect such reorganizations of True Gold's or the True Gold Subsidiaries' business, operations and assets or such other transactions as Endeavour may request, acting reasonably (each a "**Pre-Acquisition Reorganization**"); and (ii) co-operate with Endeavour and its advisors in order to determine the nature of the Pre-Acquisition Reorganizations that might be undertaken and the manner in which they might most effectively be undertaken; provided, however, that the Pre-Acquisition Reorganizations are not, in the opinion of True Gold, acting reasonably, prejudicial to True Gold or the True Gold Shareholders in any respect. Endeavour shall provide written notice to True Gold of any proposed Pre-Acquisition Reorganization at least fifteen (15) Business Days prior to the Effective Time. Upon receipt of such notice, Endeavour and True Gold shall work co-operatively and use commercially reasonable efforts to prepare prior to the Effective Time all documentation necessary and do all such other acts and things as are necessary to give effect to such Pre-Acquisition Reorganization. If the Arrangement is not completed, Endeavour shall reimburse True Gold for all reasonable costs and expenses including reasonable legal fees and disbursements incurred in connection with the Pre-Acquisition Reorganization.

5.8 Access to Information; Confidentiality

From the date hereof until the earlier of the Effective Time and the termination of this Agreement pursuant to its terms, subject to compliance with applicable Law and the terms of any existing Contracts, each of Endeavour and Endeavour Gold and True Gold shall, and shall cause their respective representatives to afford to the other Party and to representatives of the other Party such access as the other Party may reasonably require at all reasonable times and upon reasonable notice, including for the purpose of facilitating integration business planning, to their officers, employees, agents, properties, books, records and contracts, and shall furnish the other Party with all data and information as the other Party may reasonably request. Endeavour and True Gold acknowledge and agree that information furnished pursuant to this Section 5.8 shall be subject to the terms and conditions of the Confidentiality Agreement.

5.9 Notices of Certain Events

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of the

termination of this Agreement pursuant to its terms and the Effective Time of any event or state of facts which occurrence or failure would, or would be likely to:

(i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect on the date hereof or at the Effective Time (provided, however, that this clause (i) shall not apply in the case of any event or state of facts resulting from the actions or omissions of a Party which are required under this Agreement); or

(ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party hereunder prior to the Effective Time,

provided, however, that the delivery of any notice pursuant to this Section 5.9 shall not limit or otherwise affect the remedies available hereunder to the Party receiving that notice.

(b) No Party may elect not to complete the transactions contemplated hereby pursuant to the conditions set forth herein or any termination right arising therefrom under Subsection 8.2(a)(iii)(B) or Subsection 8.2(a)(iv)(A) and no payments are payable as a result of such termination pursuant to Section 8.3 unless, prior to the Effective Date, the Party intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment or the applicable condition or termination right, as the case may be. If any such notice is delivered, provided, however, that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may terminate this Agreement until the expiration of a period of ten Business Days from such notice.

(c) Each Party will provide the other Parties with notice of any material developments regarding, or, if applicable and subject to existing confidentiality obligations, copies of: any documents in relation to litigation involving the notifying Party or its Subsidiaries that may occur or that may be produced by or provided to the notifying Party after the date of this Agreement.

5.10 Insurance, Indemnification and Employee Payments

(a) Prior to the Effective Date, True Gold shall purchase customary "tail" policies of directors' and officers' liability insurance providing protection no less favourable in the aggregate to the protection provided by the policies maintained by True Gold and the True Gold Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date and Endeavour will, or will cause True Gold and the True Gold Subsidiaries to, maintain such tail policies in effect without any reduction in scope or coverage for six (6) years from the Effective Date; provided,

however, that Endeavour shall not be required to pay any amounts in respect of such coverage prior to the Effective Time and provided further that the aggregate cost of such policy for the six year period shall not exceed 300% of True Gold's current annual aggregate premium for similar policies currently maintained by True Gold or the True Gold Subsidiaries.

(b) Endeavour agrees that it shall cause True Gold to honour all rights to indemnification or exculpation now existing in favour of present and former officers and directors of True Gold and the True Gold Subsidiaries, to the extent that they are disclosed in Schedule 5.10(b) of the True Gold Disclosure Letter, and acknowledges that such rights, to the extent that they are disclosed in Schedule 5.10(b) of the True Gold Disclosure Letter, shall survive the completion of the Plan of Arrangement and shall continue in full force and effect for a period of not less than six (6) years from the Effective Date.

(c) Endeavour agrees that it shall cause True Gold to pay the True Gold Deferred Bonus immediately following the Effective Time and True Gold shall hold the right and benefit of this Section 5.10(c) in trust for the employees entitled to any such True Gold Deferred Bonus.

(d) Endeavour agrees that it shall cause True Gold to pay all amounts payable pursuant to the outstanding stock appreciation rights of True Gold as a result of the completion of the Arrangement, to the extent that they are disclosed in Schedule 5.10(d) of the True Gold Disclosure Letter, immediately following the Effective Time and True Gold shall hold the right and benefit of this Section 5.10(d) in trust for the holders of such stock appreciation rights..

(e) Following the Effective Time, subject to any other provision of this Agreement, Endeavour shall and shall cause True Gold and each of the True Gold Subsidiaries to honour and pay all amounts triggered by the completion of the Arrangement in all employment agreements, consultant agreements, equity or security based compensation arrangements, policies or other similar arrangements or plans of any kind which are disclosed in Schedule 5.10(e) of the True Gold Disclosure Letter and copies of which have been made available to Endeavour by True Gold prior to the date hereof.

(f) The provisions of this Section 5.10 are intended for the benefit of, and shall be enforceable by, each insured or indemnified person or party to or participant in each employment agreement, consultant agreement, equity or security based compensation arrangement, policy or other similar arrangement which are described in the True Gold Disclosure Letter and which True Gold has provided an executed copy thereof to Endeavour prior to the date hereof, his or her heirs and his or her legal representatives and, for such purpose, True Gold hereby confirms that it is acting as agent on their behalf. Furthermore, this Section 5.10 shall survive the termination of this Agreement as a result of the occurrence of the Effective Date for a period of six (6) years.

ARTICLE 6
CONDITIONS

6.1 Mutual Conditions Precedent

The obligations of the Parties to complete the Arrangement are subject to the fulfillment of each of the following conditions precedent on or before the Effective Time, each of which may only be waived with the mutual consent of the Parties:

(a) the Arrangement Resolution shall have been approved and adopted at the True Gold Meeting in accordance with the Interim Order;

(b) the Interim Order and the Final Order shall each have been obtained on terms consistent with this Agreement, and shall not have been set aside or modified in a manner unacceptable to True Gold and Endeavour, acting reasonably, on appeal or otherwise;

(c) Endeavour Shareholder Approval shall have been obtained;

(d) all notices required to be delivered to holders of outstanding True Gold Options, True Gold DSUs, True Gold RSUs and True Gold SARs in connection with this Agreement and the Arrangement shall have been delivered and all actions or steps required to be taken by the True Gold Board to (i) enable the holders of the outstanding True Gold Options and True Gold SARs to exercise such True Gold Options and True Gold SARs, respectively, following completion of the Arrangement, and (ii) settle the outstanding True Gold DSUs and True Gold RSUs in accordance with the terms of the True Gold DSU Plan and True Gold RSU Plan, respectively, immediately prior to the Effective Time, shall have been taken;

(e) Endeavour shall have obtained the approval of the listing and posting for trading on the TSX of the Endeavour Shares to be issued pursuant to the Arrangement and upon the due exercise of the True Gold Options, subject only to the satisfaction of the customary listing conditions of the TSX;

(f) True Gold shall have obtained the approval of the TSX-V of the Arrangement;

(g) True Gold shall have received all required or, in the opinion of Endeavour, acting reasonably, advisable consents or confirmations from Franco-Nevada (Barbados) Corporation and Sandstorm Gold Bank Limited required pursuant to the Gold Stream;

(h) a subordination and intercreditor agreement shall have been entered into among Endeavour, Franco-Nevada (Barbados) Corporation and Sandstorm Gold Bank Limited in accordance with the Gold Stream;

(i) True Gold shall have obtained any Regulatory Approvals required under the Laws of Burkina Faso;

(j) no Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Law which is then in effect and has the effect of making the

Arrangement illegal or otherwise preventing or prohibiting consummation of the Arrangement;

(k) (x) the distribution of the Consideration Shares shall be exempt from the prospectus requirements of Canadian securities laws and shall be exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof; (y) there shall be no resale restrictions on the Consideration Shares under Securities Laws in Canada, except in respect of those holders as are subject to restrictions on resale as a result of being a "control person" under Securities Laws in Canada; and (z) the Consideration Shares shall not be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and subject only to restrictions on transfers applicable solely as a result of the holder being, or within the last 90 days having been, an "affiliate" (as defined in Rule 405 under the U.S. Securities Act) of Endeavour; provided, however, that True Gold shall not be entitled to the benefit of the condition in this Subsection 6.1(k), and shall be deemed to have waived such condition, if True Gold fails to advise the Court prior to the hearing in respect of the Final Order that Endeavour intends to rely on the exemption from registration afforded by Section 3(a)(10) of the U.S. Securities Act based on the Court's approval of the Arrangement and comply with the requirements set forth in Section 2.13; and

(l) there shall be no suit, action or proceeding by any Governmental Entity or any other Person that has resulted in an imposition of material limitations on the ability of Endeavour to acquire or hold, or exercise full rights of ownership of, any True Gold Shares, including the right to vote the True Gold Shares to be acquired by it on all matters properly presented to the True Gold Shareholders.

6.2 Additional Conditions Precedent to the Obligations of Endeavour

The obligation of Endeavour to complete the Arrangement is subject to the fulfillment of each of the following additional conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Endeavour and may be waived by Endeavour):

(a) all covenants of True Gold under this Agreement to be performed on or before the Effective Time which have not been waived by Endeavour shall have been duly performed by True Gold in all material respects and all negative covenants of True Gold shall not have been breached unless such breach has been waived by Endeavour and Endeavour shall have received a certificate of True Gold addressed to Endeavour and dated the Effective Date, signed on behalf of True Gold by two executive officers of True Gold (on True Gold's behalf and without personal liability), confirming the same as at the Effective Time;

(b) the representations and warranties of True Gold set forth in this Agreement shall be true and correct in all respects, without regard to any materiality or True Gold Material Adverse Effect qualifications contained in them as of the Effective Time, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of

which shall be determined as of that specified date), except where the failure or failures of all such representations and warranties to be so true and correct in all respects would not reasonably be expected to have a True Gold Material Adverse Effect, provided, however, that the representations and warranties of True Gold set forth in Subsections 3.1(m), 3.1(n) and 3.1(ii) shall be true and correct in all material respects as of the Effective Time, and Endeavour shall have received a certificate of True Gold addressed to Endeavour and dated the Effective Date, signed on behalf of True Gold by two executive officers of True Gold (on True Gold's behalf and without personal liability), confirming the same as at the Effective Time;

(c) there shall not have occurred a True Gold Material Adverse Effect, and Endeavour shall have received a certificate signed on behalf of True Gold by two executive officers of True Gold (on True Gold's behalf and without personal liability) to such effect; and

(d) True Gold shall have delivered or caused to be delivered to Endeavour title opinions respecting the True Gold Property and True Gold Mineral Rights in form and substance satisfactory to Endeavour, acting reasonably; and

(e) holders of no more than 5% of the True Gold Shares shall have exercised Dissent Rights.

The foregoing conditions will be for the sole benefit of Endeavour and may be waived by it in whole or in part at any time.

6.3 Additional Conditions Precedent to the Obligations of True Gold

The obligation of True Gold to complete the Arrangement is subject to the fulfillment of each of the following additional conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of True Gold and may be waived by True Gold):

(a) all covenants of Endeavour under this Agreement to be performed on or before the Effective Time which have not been waived by True Gold shall have been duly performed by Endeavour in all material respects and all negative covenants of Endeavour shall not have been breached unless such breach has been waived by True Gold and True Gold shall have received a certificate of Endeavour, addressed to True Gold and dated the Effective Date, signed on behalf of Endeavour by two executive officers of Endeavour (on Endeavour's behalf and without personal liability), confirming the same as of the Effective Date;

(b) the representations and warranties of Endeavour set forth in this Agreement shall be true and correct in all respects, without regard to any materiality or Endeavour Material Adverse Effect qualifications contained in them as of the Effective Time, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except where the failure or failures of all such representations and warranties to be so true and correct in all respects would not reasonably be expected to have a Material Adverse Effect, provided, however, that the representations and warranties of

Endeavour set forth Subsections 4.1(m), 4.1(n) and 4.1(ff) shall be true and correct in all material respects as of the Effective Time, and True Gold shall have received a certificate signed on behalf of Endeavour by two executive officers of Endeavour (on Endeavour's behalf and without personal liability) to this effect;

(c) Endeavour shall have complied with its obligations under Section 2.9 and the Depositary shall have confirmed receipt of the Consideration;

(d) there shall not have occurred an Endeavour Material Adverse Effect and True Gold shall have received a certificate signed by two executive officers of Endeavour (on Endeavour's behalf and without personal liability) to such effect; and

(e) Endeavour shall have delivered or caused to be delivered to True Gold title opinions respecting the material Endeavour Property and Endeavour Mineral Rights in form and substance satisfactory to True Gold, acting reasonably.

The foregoing conditions will be for the sole benefit of True Gold and may be waived by it in whole or in part at any time.

6.4 Satisfaction of Conditions

The conditions precedent set out in Section 6.1, Section 6.2 and Section 6.3 shall be conclusively deemed to have been satisfied, waived or released when the Certificate of Arrangement is issued by the Director following filing of the Articles of Arrangement with the consent of the Parties in accordance with the terms of this Agreement.

ARTICLE 7
NON-SOLICITATION COVENANTS

7.1 Non-Solicitation

(a) On and after the date of this Agreement, except as otherwise provided in this Section 7.1, True Gold shall not, directly or indirectly, through any officer, director, employee, representative (including any financial or other adviser) or agent of True Gold of any of the True Gold Subsidiaries (collectively, "**Representatives**"), or otherwise, and shall not permit any such Person to:

(i) solicit, initiate, encourage or otherwise facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of True Gold or any True Gold Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than Endeavour) regarding any

inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(iii) make a True Gold Change in Recommendation;

(iv) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal; or

(v) enter into or publicly propose to enter into any agreement in respect of an Acquisition Proposal.

(b) True Gold shall, and shall cause the True Gold Subsidiaries and their respective Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than Endeavour) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal, and in connection with such termination shall:

(i) discontinue access to and disclosure of all information, including any data room, any confidential information, properties, facilities, books and records of True Gold or any True Gold Subsidiary; and

(ii) request, and exercise all rights it has to require (A) the return or destruction of all copies of any confidential information regarding the True Gold or any True Gold Subsidiary provided to any Person other than Endeavour, and (B) the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding True Gold or any True Gold Subsidiary using its best efforts to ensure that such requests are fully complied with in accordance with the terms of such rights or entitlements.

(c) True Gold represents and warrants that True Gold has not waived any confidentiality, standstill or similar agreement or restriction to which True Gold or any True Gold Subsidiary is a party, except to permit submissions of expressions of interest prior to the date of this Agreement, and covenants and agrees that (i) True Gold shall take all necessary action to enforce each confidentiality, standstill or similar agreement or restriction to which the True Gold or any True Gold Subsidiary is a party, and (ii) neither True Gold, nor any True Gold Subsidiary nor any of their respective Representatives have released or will, without the prior written consent of Endeavour (which may be withheld or delayed in Endeavour's sole and absolute discretion), release any Person from, or waive, amend, suspend or otherwise modify such Person's obligations respecting True Gold or any True Gold Subsidiaries, under any confidentiality, standstill or similar agreement or restriction to which True Gold or any True Gold Subsidiary is a party.

(d) Notwithstanding Section 7.1(a), Section 7.1(b), Section 7.1(c) and any other provision of this Agreement or of any other agreement between True Gold and Endeavour, if at any time following the date of this Agreement and prior to obtaining the True Gold Securityholder Approval, True Gold receives a

written Acquisition Proposal (that was not solicited after the date hereof in contravention of Section 7.1(a) and provided that True Gold is in compliance with Section 7.1(b) and Section 7.2), the True Gold Board may (directly or through its advisors or Representatives):

(i) if it believes, acting in good faith, that the Acquisition Proposal could reasonably lead to a Superior Proposal, contact the Person(s) making such Acquisition Proposal and its advisors solely for the purpose of clarifying such Acquisition Proposal and any material terms thereof and the conditions thereto and likelihood of consummation so as to determine whether such proposal is, or is reasonably likely to lead to, a Superior Proposal; and

(ii) if, in the opinion of the True Gold Board, acting in good faith and after receiving advice from its outside financial advisors and outside legal counsel, the Acquisition Proposal constitutes or, if consummated in accordance with its terms (disregarding, for the purposes of any such determination, any term of such Acquisition Proposal that provides for a due diligence investigation), is reasonably likely to be or lead to a Superior Proposal, then, and only in such case, True Gold may:

(A) furnish information with respect to True Gold and its subsidiaries to the Person making such Acquisition Proposal; and/or

(B) participate in discussions or negotiations with, the Person making such Acquisition Proposal, and/or

(C) waive any standstill provision or agreement that would otherwise prohibit such person from making an Acquisition Proposal,

provided that True Gold shall not, and shall not allow its Representatives to, disclose any non-public information with respect to True Gold to such Person (x) if such nonpublic information has not been previously provided to, or is not concurrently provided to, Endeavour; (y) without entering into a confidentiality and standstill agreement (if one has not already been entered into) which is customary in such situations and which is no less favourable to True Gold and no more favourable to the counterparty than the confidentiality and standstill provisions contained in the Confidentiality Agreement; and (z) without providing a copy of such confidentiality agreement to Endeavour.

7.2 Notification of Acquisition Proposals

If True Gold or any of the True Gold Subsidiaries or any of their respective Representatives, receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to True Gold or any True Gold Subsidiary, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of True Gold or any True Gold Subsidiary, True Gold shall immediately notify Endeavour, at first orally, and then promptly and in any event within 24 hours in writing, of:

(a) such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions, the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and copies of all documents, correspondence or other material received in respect of, from or on behalf of any such Person; and

(b) the status of developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request.

7.3 Right to Match

(a) If True Gold receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by the True Gold Securityholders, the True Gold Board may, subject to compliance with Section 8.3, enter into a definitive agreement with respect to such Acquisition Proposal, if and only if:

(i) the Person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing standstill or similar restriction;

(ii) True Gold has been, and continues to be, in compliance with its obligations under this Article 7;

(iii) True Gold has delivered to Endeavour a written notice of the determination of the True Gold Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the True Gold Board to enter into such definitive agreement, together with a written notice from the Board regarding the value and financial terms that the True Gold Board, in consultation with its financial advisors, has determined should be ascribed to any non-cash consideration offered under such Acquisition Proposal (the "**Superior Proposal Notice**");

(iv) True Gold has provided Endeavour with a copy of the proposed definitive agreement for the Superior Proposal, together with a summary of the factors used by the True Gold Board to conclude it is a Superior Proposal, and in the case of a proposal that includes non-cash consideration, the value or range of values attributed by the True Gold Board, in good faith, to such non-cash consideration, after consultation with its financial advisers;

(v) at least six (6) calendar days (the "**Matching Period**") have elapsed from the date that is the later of the date on which Endeavour received the Superior Proposal Notice and a copy of the proposed definitive agreement for the Superior Proposal from True Gold;

(vi) during any Matching Period, Endeavour has had the opportunity (but not the obligation), in accordance with Section 7.3(b), to offer to amend this Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;

(vii) if Endeavour has offered to amend this Agreement and the Arrangement under Section 7.3(b), the True Gold Board has determined in good faith, after consultation with True Gold's outside legal counsel and financial advisers, that such Acquisition Proposal continues to constitute a Superior Proposal compared to the terms of the Arrangement as proposed to be amended by Endeavour under Section 7.3(b);

(viii) the True Gold Board has determined in good faith, after consultation with True Gold's outside legal counsel that it is necessary for the Board to enter into a definitive agreement with respect to such Superior Proposal in order to properly discharge its fiduciary duties; and

(ix) prior to entering into such definitive agreement True Gold terminates this Agreement pursuant to Subsection 8.2(a)(iv)(B) and pays the Termination Fee pursuant to Section 8.3.

(b) During the Matching Period, or such longer period as True Gold may approve in writing for such purpose: (a) the True Gold Board shall review any offer made by Endeavour under Section 7.3(b) to amend the terms of this Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) True Gold shall negotiate in good faith with Endeavour to make such amendments to the terms of this Agreement and the Arrangement as would enable Endeavour to proceed with the transactions contemplated by this Agreement on such amended terms. If the True Gold Board determines that such Acquisition Proposal would cease to be a Superior Proposal, True Gold shall promptly so advise Endeavour and True Gold and Endeavour shall amend this Agreement to reflect such offer made by Endeavour, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

(c) Each successive amendment to any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 7.3, and Endeavour shall be afforded a new six (6) calendar day Matching Period from the later of the date on which Endeavour received the Superior Proposal Notice and a copy of the proposed definitive agreement for the new Superior Proposal from True Gold.

(d) If True Gold provides a Superior Proposal Notice to Endeavour after a date that is less than 10 Business Days before the date of the True Gold Meeting, True Gold shall either proceed with or shall postpone the True Gold Meeting, as directed by Endeavour acting reasonably, to a date that is not more than 10 Business Days after the scheduled date of the True Gold Meeting.

7.4 Breach by True Gold Subsidiaries and Representatives

Without limiting the generality of the foregoing, True Gold shall advise the True Gold Subsidiaries and their respective Representatives of the prohibitions set out in

this Article 7 and any violation of the restrictions set forth in this Article 7 by True Gold, the True Gold Subsidiaries or their respective Representatives is deemed to be a breach of this Article 7 by True Gold.

ARTICLE 8
TERM, TERMINATION, AMENDMENT AND WAIVER

8.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

8.2 Termination

(a) This Agreement may be terminated at any time prior to the Effective Time (notwithstanding Endeavour Shareholder Approval or any approval of this Agreement or the Arrangement Resolution by the True Gold Securityholders and/or by the Court, as applicable):

(i) by mutual written agreement of the Parties;

(ii) by either True Gold or Endeavour, if:

(A) the Effective Time does not occur on or before the Outside Date, except that the right to terminate this Agreement under this Subsection 8.2(a)(ii)(A) is not available to a Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under this Agreement has been the direct or indirect cause of, or resulted in, the failure of the Effective Time to occur by such Outside Date;

(B) after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes consummation of the Arrangement illegal or otherwise prohibited or enjoins True Gold or Endeavour from consummating the Arrangement and such applicable Law or enjoinment that has become final and non-appealable;

(C) True Gold Securityholder Approval or, if required by applicable law, the Majority of the Minority Approval, is not obtained at the True Gold Meeting in accordance with the Interim Order; or

(D) Endeavour Shareholder Approval is not obtained at the Endeavour Meeting;

(iii) by Endeavour, if:

(A) (1) the True Gold Board or the Special Committee fails to unanimously recommend or withdraws, amends, modifies or qualifies, publicly proposes or states its intention to do so, or fails to publicly reaffirm (without qualification) its

recommendation of the Arrangement, takes no position or a neutral position with respect to an Acquisition Proposal for more than two (2) Business Days after first learning of an Acquisition Proposal, or takes any other action that is or becomes disclosed publicly and which can reasonably be interpreted to indicate that the True Gold Board or the Special Committee does not support the Arrangement and this Agreement or does not believe that the Arrangement and this Agreement are in the best interests of the True Gold Securityholders (an "**True Gold Change in Recommendation**"), (2) True Gold breaches Article 7 in any material respect, or (3) the True Gold Board or the Special Committee resolves or proposes to take any of the foregoing actions; or

(B) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of True Gold under this Agreement occurs that would cause any condition in Subsection 6.2(a) or Subsection 6.2(b) not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Subsection 5.9(b), provided, however, that Endeavour is not then in breach of this Agreement so as to cause any condition in Subsection 6.3(a) or Subsection 6.3(b) not to be satisfied;

(iv) by True Gold, if

(A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Endeavour under this Agreement occurs that would cause any condition in Subsection 6.3(a) or Subsection 6.3(b) not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Subsection 5.9(b), provided, however, that True Gold is not then in breach of this Agreement so as to cause any condition in Subsection 6.2(a) or Subsection 6.2(b) not to be satisfied; or

(B) prior to the approval by the True Gold Securityholders of the Arrangement Resolution, the True Gold Board authorizes True Gold to enter into a written agreement with respect to a Superior Proposal, provided True Gold is then in compliance with Article 7 and that prior to or concurrent with such termination True Gold pays the Termination Fee in accordance with Section 8.3.

(b) The Party desiring to terminate this Agreement pursuant to this Section 8.2 (other than pursuant to Subsection 8.2(a)(i)) shall give notice of such termination to the other Parties, specifying in reasonable detail the basis for such Party's exercise of its termination right.

(c) If this Agreement is terminated pursuant to this Section 8.2, this Agreement shall become void and be of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party hereto, except that the provisions of this Subsection 8.2(c) and Sections 8.3, 9.3, 9.4, 9.6 and 9.7 and all related definitions set forth in Section 1.1 and the provisions of the Confidentiality Agreement shall survive any termination hereof pursuant to Subsection 8.2(a).

8.3 Termination Fee and Reverse Termination Fee

(a) If a Termination Fee Event occurs, True Gold shall pay Endeavour the Termination Fee in accordance with Subsection 8.3(c).

(b) For the purposes of this Agreement, "**Termination Fee Event**" means the termination of this Agreement:

(i) by Endeavour pursuant to Subsection 8.2(a)(iii)(A);

(ii) by True Gold pursuant to Subsection 8.2(a)(iv)(B); or

(iii) by True Gold or Endeavour pursuant to Subsection 8.2(a)(ii)(C) or Subsection 8.2(a)(ii)(A) or by Endeavour pursuant to Subsection 8.2(a)(iii)(B) if: (A) prior to such termination, an Acquisition Proposal is made or publicly announced by any Person other than Endeavour or any of its affiliates or any Person (other than Endeavour or any of its affiliates) shall have publicly announced an intention to do so; and (B) within 12 months following the date of such termination, (i) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) is consummated, or (ii) True Gold or one or more of the True Gold Subsidiaries, directly or indirectly, in one or more transactions, enters into a contract in respect of an Acquisition Proposal. For purposes of this Subsection 8.3(b)(iii), all references to "20%" in the definition of Acquisition Proposal shall be deemed to be references to "50%".

(c) The Termination Fee shall be paid by True Gold to Endeavour as follows, by wire transfer of immediately available funds to an account designated by Endeavour, if a Termination Fee Event occurs due to:

(i) a termination of this Agreement described in Subsection 8.3(b)(i), within two (2) Business Days of the occurrence of such Termination Fee Event;

(ii) a termination of this Agreement described in Subsection 8.3(b)(ii), prior to or simultaneously with the occurrence of such Termination Fee Event; and

(iii) a termination of this Agreement described in Subsection 8.3(b)(iii), on or prior to the earlier of the consummation of the Acquisition Proposal or the entering into of the contract referred to in Subsection 8.3(b)(iii).

(d) If, prior to a Termination Fee Event, this Agreement is terminated:

(i) by True Gold pursuant to Subsection 8.2(a)(iv)(A) due to a failure by Endeavour to perform any of its covenants or agreements under this Agreement that causes any condition in Subsection 6.3(a) not to be satisfied, and such failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Subsection 5.9(b) and at the time of such termination there is no state of facts or circumstances that would cause the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied on or prior to the Outside Date, then Endeavour shall pay or cause to be paid to True Gold, by wire transfer of immediately available funds to an account designated by True Gold, the Reverse Termination Fee within two (2) Business Days of such termination.

(ii) by True Gold or Endeavour pursuant to Subsection 8.2(a)(ii)(A) or Subsection 8.2(a)(ii)(D), but only if, prior to such termination: (A) a bona fide Endeavour Proposal shall have been made and publicly announced; and (B) within 12 months following the date of such termination Endeavour enters into a definitive agreement to implement such Endeavour Proposal or such Endeavour Proposal is consummated, then Endeavour shall pay or cause to be paid to True Gold, by wire transfer of immediately available funds to an account designated by True Gold, the Reverse Termination Fee within two (2) Business Days of the earlier of (i) entering into such agreement or (ii) consummating such Endeavour Proposal.

(e) Each of the Parties acknowledges that the agreements contained in this Section 8.3 are an integral part of the transactions contemplated in this Agreement and that, without those agreements, the Parties would not enter into this Agreement. Each Party acknowledges that all of the payment amounts set out in this Section 8.3 are payments of liquidated damages which are a genuine pre-estimate of the damages which the Party entitled to such damages will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Agreement and are not penalties. Each of the Parties irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive.

(f) True Gold agrees that the payment of the Termination Fee pursuant to this Section 8.3 is in addition to any damages or other payment or remedy to which Endeavour may be entitled under Section 9.4.

(g) True Gold agrees that the payment of the Reverse Termination Fee pursuant to this Section 8.3 is the sole remedy to which it is entitled under this Agreement.

8.4 Expenses and Expense Reimbursement

Except as otherwise provided herein, all out-of-pocket third party transaction expenses incurred in connection with this Agreement and the Plan of Arrangement, including all costs, expenses and fees of True Gold or Endeavour incurred prior to or after the Effective Date in connection with, or incidental to, the Plan of Arrangement, shall be paid by the Party incurring such expenses, whether or not the Arrangement is consummated.

8.5 Amendment

Subject to the provisions of the Interim Order, the Plan of Arrangement and applicable Laws, this Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the True Gold Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or Authorization on the part of the True Gold Securityholders, and any such amendment may without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and

(d) waive compliance with or modify any mutual conditions precedent herein contained.

8.6 Waiver

Any Party may (a) extend the time for the performance of any of the obligations or acts of the other Party, (b) waive compliance, except as provided herein, with any of the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein, or (c) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

ARTICLE 9
GENERAL PROVISIONS

9.1 Privacy

Each Party shall comply with applicable privacy Laws in the course of collecting, using and disclosing personal information about identifiable individuals in connection with the transactions contemplated hereby (the "**Transaction Personal Information**"). Neither Party shall disclose Transaction Personal Information originally collected by the other Party to any Person other than to its advisors who are evaluating and advising on the transactions contemplated by this Agreement. If Endeavour completes the transactions contemplated by this Agreement, Endeavour shall not, following the Effective Date, without the consent of the individuals to whom such Transaction Personal Information relates or as permitted or required by applicable Law, use or disclose Transaction Personal Information originally collected by True Gold:

(a) for purposes other than those for which such Transaction Personal Information was collected by True Gold prior to the Effective Date; and

(b) which does not relate directly to the carrying on of the business of True Gold or to the carrying out of the purposes for which the transactions contemplated by this Agreement were implemented.

The Parties shall protect and safeguard the Transaction Personal Information against unauthorized collection, use or disclosure. Endeavour shall cause its advisors to observe the terms of this Section 9.1 and to protect and safeguard all Transaction Personal Information in their possession. If this Agreement shall be terminated, each Party shall promptly deliver to the other Party all Transaction Personal Information originally collected by such other Party in its possession or in the possession of any of its advisors, including all copies, reproductions, summaries or extracts thereof, except, unless prohibited by applicable Law, for electronic backup copies made automatically in accordance with the usual backup procedures of the Party returning such Transaction Personal Information.

9.2 Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given and received on the day it is delivered, provided, however, that it is delivered on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if notice is delivered after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day. Notice shall be sufficiently given if delivered (either in Person, by courier service or other personal method of delivery), or if transmitted by facsimile or email to the Parties at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

(a) if to Endeavour and/or Endeavour Gold:

Endeavour Mining Corporation
Bureau 76
7 Boulevard des Moulins
98000 Monaco

Attention: Morgan Carroll
Facsimile: +377 9798 7131
Email: mcarroll@endeavourmining.com

(b) if to True Gold:

True Gold Mining Inc.
Suite 1900 - 1055 West Hastings
Vancouver, BC
Canada V6E 2E9

Attention: Christian Milau
Facsimile: 604 801 6142
Email: cmilau@truegoldmining.com

9.3 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of British Columbia and the Laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement and the Arrangement.

9.4 Injunctive Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed by True Gold in accordance with their specific terms or were otherwise breached by True Gold. It is accordingly agreed that Endeavour shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement against True Gold without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which Endeavour may be entitled at law or in equity.

9.5 Time of Essence

Time shall be of the essence in this Agreement.

9.6 Entire Agreement, Binding Effect and Assignment

This Agreement (including the exhibits and schedules hereto and the True Gold Disclosure Letter and the Endeavour Disclosure Letter) and the Confidentiality Agreement constitute the entire agreement, and supersede all other prior agreements

and understandings, both written and oral, between the Parties, or any of them, with respect to the subject matter hereof and thereof and, except as expressly provided herein, this Agreement is not intended to and shall not confer upon any Person other than the Parties any rights or remedies hereunder. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either of the Parties without the prior written consent of the other Parties.

9.7 No Liability

No director or officer of Endeavour shall have any personal liability whatsoever to True Gold under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of Endeavour. No director or officer of True Gold shall have any personal liability whatsoever to Endeavour under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of True Gold.

9.8 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

9.9 Counterparts, Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF Endeavour, Endeavour Gold and True Gold have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ENDEAVOUR MINING CORPORATION

Per: *(signed)"Neil Woodyer"*

Name: Neil Woodyer
Title: Chief Executive Officer

ENDEAVOUR GOLD CORPORATION

Per: *(signed)"Neil Woodyer"*

Name: Neil Woodyer
Title: Director

TRUE GOLD MINING INC.

Per: *(signed)"Christian Milau"*

Name: Christian Milau
Title: Chief Executive Officer

SCHEDULE A – PLAN OF ARRANGEMENT

UNDER SECTION 288 OF THE

***BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)**

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless the context otherwise requires, capitalized terms used but not defined shall have the meanings ascribed to them below:

"**affiliate**" has the meaning ascribed thereto in the National Instrument 45-106 – *Prospectus and Registration Exemptions* of the Canadian Securities Administrators;

"**Arrangement Resolution**" means the resolution approving the Plan of Arrangement which is to be considered at the True Gold Meeting;

"**Amalco**" has the meaning ascribed thereto in Section 3.1(f);

"**Arrangement**" means the arrangement of True Gold under Section 288 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 8.4 of the Arrangement Agreement or this Plan of Arrangement or made at the direction of the Court in the Final Order;

"**Arrangement Agreement**" means the arrangement agreement dated as of March 3, 2016 by and among Endeavour, Endeavour Gold and True Gold, as may be amended and restated or supplemented prior to the Effective Date;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia, George Town, Grand Cayman or Toronto, Ontario, or the Principality of Monaco;

"**Consideration**" means the consideration to be received by the True Gold Shareholders pursuant to this Plan of Arrangement as consideration for their True Gold Shares, consisting of 0.044 of an Endeavour Share for each True Gold Share;

"**Court**" means the Supreme Court of British Columbia;

"**Depositary**" means any trust company, bank or other financial institution agreed to in writing by True Gold and Endeavour for the purpose of, among other things,

exchanging certificates representing True Gold Shares for the Consideration in connection with the Arrangement;

"**DRS Statement**" means, in relation to Endeavour Shares or True Gold Shares, written evidence of the book entry issuance or holding of such shares issued to the holder by the transfer agent of such shares;

"**Dissent Rights**" shall have the meaning ascribed thereto in Section 4.1(a);

"**Dissenting Shareholder**" means a registered holder of True Gold Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Rights and who is ultimately entitled to be paid fair value by True Gold for such holder's True Gold Shares;

"**Dissenting Shares**" means True Gold Shares held by a Dissenting Shareholder who has demanded and perfected Dissent Rights in respect of the True Gold Shares in accordance with the Interim Order and who, as of the Effective Time, has not effectively withdrawn or lost such Dissent Rights;

"**Effective Date**" means the date upon which all of the conditions to the completion of the Arrangement as set out in Sections 6.1, 6.2 and 6.3 of the Arrangement Agreement have been satisfied or waived in accordance with the Arrangement Agreement and all documents agreed to be delivered thereunder have been delivered;

"**Effective Time**" means 12:01 a.m. on the Effective Date;

"**Endeavour**" means Endeavour Mining Corporation, an exempted company incorporated with limited liability in the Cayman Islands;

"**Endeavour Gold**" means Endeavour Gold Corporation, an exempted company incorporated with limited liability in the Cayman Islands, and a direct wholly-owned subsidiary of Endeavour;

"**Endeavour Shares**" means the voting ordinary shares in the share capital of Endeavour of nominal or par value of $0.10;

"**Endeavour SubCo**" means an unlimited liability company to be incorporated under the laws of British Columbia and which will be a direct wholly-owned subsidiary of Endeavour Gold;

"**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA, in a form acceptable to True Gold and Endeavour, each acting reasonably, approving the Arrangement, as such order may be amended by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

"**final proscription date**" shall have the meaning ascribed thereto in Section 5.5;

"**Interim Order**" means the interim order of the Court made pursuant to Section 291 of the BCBCA, providing for, among other things, the calling and holding of the True Gold Meeting, as the same may be amended by the Court with the consent of True Gold and Endeavour, each acting reasonably;

"**In-the-Money Amount**" in respect of a stock option means the amount, if any, by which the aggregate fair market value at that time of the securities subject to such stock option exceeds the aggregate exercise price of such stock option;

"**Letter of Transmittal**" means the letter of transmittal to be forwarded by True Gold to True Gold Shareholders together with the management information circular to be mailed to True Gold Shareholders in connection with the True Gold Meeting or such other equivalent form of letter of transmittal acceptable to Endeavour acting reasonably;

"**Liens**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute;

"**Replacement Option**" has the meaning ascribed thereto in Section 3.1(c);

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**True Gold**" means True Gold Mining Inc., a company incorporated under the laws of British Columbia;

"**True Gold Meeting**" means the special meeting of True Gold Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution;

"**True Gold Option Plan**" means the rolling 10% stock option plan of True Gold effective June 15, 2015, approved by True Gold Shareholders at a meeting held on June 15, 2015;

"**True Gold Options**" means the outstanding options to purchase True Gold Shares granted under the True Gold Option Plan or the predecessor thereto which are now governed by the True Gold Option Plan;

"**True Gold Optionholders**" means the holders of True Gold Options;

"**True Gold Securities**" means, collectively, True Gold Shares and True Gold Options;

"**True Gold Shareholders**" means the legal and beneficial holders of True Gold Shares and subsequent to any transfer of True Gold Shares pursuant to Section 3.1(a) and Section 3.1(b) shall be referred to as "**Former True Gold Shareholders**"; and

"**True Gold Shares**" means the common shares in the authorized share capital of True Gold.

In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

For the purposes of this Plan of Arrangement, except as otherwise expressly provided:

(a) "**this Plan of Arrangement**" means this Plan of Arrangement, including the recitals and Appendices hereto, and not any particular Article, Section, Subsection or other subdivision, recital or Appendix hereof, and includes any agreement, document or instrument entered into, made or delivered pursuant to the terms hereof, as the same may, from time to time, be supplemented or amended and in effect;

(b) the words "**hereof**", "**herein**", "**hereto**" and "**hereunder**" and other word of similar import refer to this Plan of Arrangement as a whole and not to any particular Article, Section, Subsection, or other subdivision, recital or Appendix hereof;

(c) all references in this Plan of Arrangement to a designated "**Article**", "**Section**", "**Subsection**" or other subdivision, recital or "**Annex**" hereof are references to the designated Article, Section, Subsection or other subdivision, recital or Annex to, this Plan of Arrangement;

(d) the division of this Plan of Arrangement into Article, Sections, Subsections and other subdivisions, recitals or Annex, the inclusion of a table of contents and the insertion of headings and captions are for convenience of reference only and are not intended to interpret, define or limit the scope, extent or intent of this Plan of Arrangement or any provision hereof;

(e) a reference to a statute in this Plan of Arrangement includes all regulations, rules, policies or instruments made thereunder, all amendments to the statute, regulations, rules, policies or instruments in force from time to time, and any statutes, regulations, rules, policies or instruments that supplement or supersede such statute, regulations, rules, policies or instruments;

(f) the word "**or**" is not exclusive;

(g) the word "**including**" is not limiting, whether or not non-limiting language (such as "**without limitation**" or "**but not limited to**" or words of similar import) is used with reference thereto; and

(h) all references to "**approval**", "**authorization**" or "**consent**" in this Plan of Arrangement means written approval, authorization or consent.

1.3 Number, Gender and Persons

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and the word person and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of the United States and "$" refers to United States dollars.

1.6 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein are local time in Vancouver, British Columbia unless otherwise stipulated herein.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

2.2 Binding Effect

At the Effective Time, this Plan of Arrangement shall be binding on:

(a) True Gold;

(b) all registered and beneficial True Gold Shareholders, including Dissenting Shareholders;

(c) all registered and beneficial True Gold Optionholders; and

(d) all other Persons served with notice of the final application to approve the Plan of Arrangement.

ARTICLE 3
ARRANGEMENT

3.1 Arrangement

Commencing at the Effective Time, except as otherwise noted herein, the following shall occur and shall be deemed to occur sequentially, in the following order, without any further act or formality required on the part of any person:

(a) each True Gold Share held by a Dissenting Shareholder in respect of which the True Gold Shareholder has validly exercised his, her or its Dissent Right shall be deemed to be directly transferred and assigned by such Dissenting Shareholder to True Gold (free and clear of any Liens) and cancelled, in accordance with, and for the consideration set forth in, Article 4 hereof;

(b) five minutes after the steps contemplated in Section 3.1(a) each True Gold Share (other than any True Gold Shares held by any Dissenting Shareholder) shall be deemed to be transferred and assigned to Endeavour SubCo (free and clear of any Liens) in exchange for 0.044 of an Endeavour Share;

(c) five minutes after the steps contemplated in Section 3.1(b), each True Gold Option, which is outstanding and has not been duly exercised prior to the Effective Date, shall be exchanged such that the former holder of such True Gold Option will receive an option (each, a "**Replacement Option**") entitling such holder to receive 0.044 of an Endeavour Share for each True Gold Share previously issuable under such True Gold Option, at an exercise price per 0.044 of an Endeavour Share equal to the exercise price per True Gold Share under such True Gold Option, with each such Replacement Option exercisable for a period of (i) 180 days following the Effective Date or (ii) 12 months following the Effective Date for those True Gold Optionholders entitled to exercise their True Gold Options for such longer period of time pursuant to their existing employment or similar agreement. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to the aforesaid exchange of options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a Replacement Option will be adjusted such that the In-The-Money Amount of the Replacement Option immediately after the exchange does not exceed the In-The-Money Amount of the True Gold Option immediately before the exchange. All other terms and conditions of the Replacement Option, including the term to expiry, conditions to and manner of exercising, will remain the same and shall be governed by the terms of the applicable True Gold Option Plan and any certificate or option agreement previously evidencing the True Gold Option shall thereafter evidence and be deemed to evidence such Replacement Option;

(d) with respect to each True Gold Share transferred and assigned to Endeavour SubCo in accordance with Section 3.1(a) or Section 3.1(b) hereof:

(i) the registered holder thereof shall cease to be the registered holder of such True Gold Share and the name of such registered holder shall be

removed from the register of True Gold Shareholders as of the Effective Time;

(ii) the registered holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such True Gold Shares; and

(iii) Endeavour SubCo will be the holder of all of the outstanding True Gold Shares and the register of True Gold Shareholders shall be revised accordingly;

(e) five minutes after the steps contemplated in Section 3.1(c), the stated capital in respect of the True Gold Shares shall be reduced to an aggregate of $1.00 without any repayment of capital in respect thereof;

(f) five minutes after the steps contemplated in Section 3.1(e), True Gold and Endeavour SubCo shall merge to form one corporate entity ("**Amalco**") with the same effect as if they had amalgamated under Section 269 of the BCBCA, except that the legal existence of True Gold shall not cease and True Gold shall survive the merger as Amalco;

(g) without limiting the generality of Section 3.1(f) the separate legal existence of Endeavour SubCo shall cease without Endeavour SubCo being liquidated or wound up and True Gold and Endeavour SubCo shall continue as one company and the property of Endeavour SubCo shall become the property of Amalco;

(h) from and after the Effective Date, at the time of the step contemplated in Section 3.1(f):

(i) Amalco will own and hold the property of True Gold and Endeavour SubCo and, without limiting the provisions hereof, all rights of creditors or others will be unimpaired by such amalgamation, and all liabilities and obligations of True Gold and Endeavour SubCo, whether arising by contract or otherwise, may be enforced against Amalco to the same extent as if such obligations had been incurred or contracted by it;

(ii) Amalco will continue to be liable for all of the liabilities and obligations of True Gold and Endeavour SubCo;

(iii) all rights, contracts, permits and interests of True Gold and Endeavour SubCo will continue as rights, contracts, permits and interests of Amalco as if True Gold and Endeavour SubCo continued and, for greater certainty, the amalgamation will not constitute a transfer or assignment of the rights or obligations of either of True Gold or Endeavour SubCo under any such rights, contracts, permits and interests;

(iv) any existing cause of action, claim or liability to prosecution will be unaffected;

(v) a civil, criminal or administrative action or proceeding pending by or against either True Gold or Endeavour SubCo may be continued by or against Amalco;

(vi) a conviction against, or ruling, order or judgment in favour of or against either True Gold or Endeavour SubCo may be enforced by or against Amalco;

(vii) Endeavour Gold as the holder of the Endeavour SubCo Shares shall receive on the amalgamation one common share in the authorised share structure of Amalco in exchange for each Endeavour SubCo Share previously held and all of the issued and outstanding True Gold Shares will be cancelled without repayment of capital in respect thereof;

(viii) the name of Amalco shall be "True Gold Mining ULC";

(ix) Amalco shall be authorised to issue an unlimited number of common shares without par value;

(x) the articles and notice of articles of Amalco shall be substantially in the form of the articles and notice of articles of Endeavour SubCo;

(xi) the first annual general meeting of Amalco or resolutions in lieu thereof shall be held within 18 months from the Effective Date;

(xii) the first directors of Amalco following the amalgamation shall be Neil Woodyer, Ota Hally and Morgan Carroll; and

(xiii) the stated capital of the common shares of Amalco will be an amount equal to the paid-up capital, as that term is defined in the Tax Act, attributable to the Endeavour SubCo Shares immediately prior to the amalgamation; and

(i) the exchanges and cancellations provided for in this Section 3.1 will be deemed to occur on the Effective Date, notwithstanding certain procedures related thereto may not be completed until after the Effective Date.

3.2 Post-Effective Time Procedures

Subject to the provisions of Article 5 hereof, and upon return of a properly completed Letter of Transmittal by a registered Former True Gold Shareholder together with certificates or DRS Statements representing True Gold Shares and such other documents as the Depositary may require, Former True Gold Shareholders shall be entitled to receive delivery of the DRS Statements representing the Endeavour Shares to which they are entitled pursuant to Section 3.1(b).

3.3 No Fractional Endeavour Shares

In no event shall any Former True Gold Shareholder be entitled to a fractional Endeavour Share. If the aggregate number of Endeavour Shares otherwise issuable to a Former True Gold Shareholder pursuant to Section 3.1(b) hereof would result in a fraction of an Endeavour Share being issuable, the number of Endeavour Shares to be issued to such Former True Gold Shareholder shall be rounded down to the nearest whole Endeavour Share. No Former True Gold Shareholder shall be entitled to any compensation in respect of any fractional Endeavour Share.

ARTICLE 4
DISSENT RIGHTS

4.1 Rights of Dissent

(a) Pursuant to the Interim Order, True Gold Shareholders may exercise rights of dissent ("**Dissent Rights**") under Division 2 of Part 8 of the BCBCA, as modified by this Article 4, the Interim Order and the Final Order, with respect to True Gold Shares in connection with the Arrangement, provided that the notice of dissent contemplated by Section 242 of the BCBCA must be received by True Gold, c/o Blake, Cassels & Graydon LLP, Suite 2600, 595 Burrard Street, Vancouver, British Columbia, Canada V7X 1L3, Attention: Sean Boyle, by 10:00 a.m. (Vancouver time) on the date that is at least two Business Days prior to the date of the True Gold Meeting or any date to which the True Gold Meeting may be postponed or adjourned and provided further that holders who exercise such Dissent Rights who:

(i) are ultimately entitled to be paid fair value for their True Gold Shares by True Gold (with True Gold funds which are not directly or indirectly provided by Endeavour or any of its affiliates), which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be determined as of the close of business on the day before the Effective Date, shall be deemed to have transferred their True Gold Shares to True Gold for cancellation in exchange for the right to be paid fair value for such True Gold Shares, and True Gold shall thereupon be obligated to pay the amount therefor determined to be the fair value of such True Gold Shares; and

(ii) are ultimately not entitled, for any reason, to be paid fair value for their True Gold Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of True Gold Shares that exchanges its True Gold Shares for Endeavour Shares as contemplated in Section 3.1(b) and shall be entitled to receive only the Consideration contemplated in Section 3.1(b) hereof that such holder would have received pursuant to the Arrangement if such holder had not exercised Dissent Rights.

(b) In no circumstances shall True Gold, Endeavour, Endeavour SubCo, Endeavour Gold or any other person be required to recognize a person purporting to exercise Dissent Rights unless such person is a registered holder of those True Gold Shares in respect of which such rights are sought to be exercised.

(c) For greater certainty, in no case shall True Gold, Endeavour, Endeavour SubCo, Endeavour Gold or any other person be required to recognize Dissenting Shareholders as holders of True Gold Shares after the Effective Time, and the names of such Dissenting Shareholders shall be deleted from the register of True Gold Shareholders as of the Effective Time. In addition to any other restrictions under Section 238 of the BCBCA, and for greater certainty, none of the following shall be entitled to exercise Dissent Rights: (i) True Gold Optionholders; and (ii) True Gold Shareholders who vote, or who have instructed a proxyholder to vote, in favour of the Arrangement Resolution.

ARTICLE 5
DELIVERY OF ENDEAVOUR SHARES

5.1 Delivery of Endeavour Shares

(a) Upon surrender to the Depository for cancellation of a certificate or DRS Statements that immediately before the Effective Time represented one or more outstanding True Gold Shares together with such other documents and instruments as would have been required to effect the transfer of the True Gold Shares formerly represented by such certificate or DRS Statement under the BCBCA and the articles of True Gold and such additional documents and instruments as the Depository may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depository shall deliver to such holder following the Effective Time, a DRS Statement representing the Endeavour Shares that such holder is entitled to receive in accordance with Section 3.1(b).

(b) After the Effective Time and until surrendered for cancellation as contemplated by Section 5.1(a) hereof, each certificate or DRS Statement that immediately prior to the Effective Time represented one or more True Gold Shares shall be deemed at all times to represent only the right to receive in exchange therefor the Consideration that the holder of such certificate is entitled to receive in accordance with Section 3.1 hereof.

5.2 Lost Certificates

If any certificate, that immediately prior to the Effective Time represented one or more outstanding True Gold Shares that were exchanged for the Consideration in accordance with Section 3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the Consideration that such holder is entitled to receive in accordance with Section 3.1 hereof. When authorizing such delivery of Consideration that such holder is

entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such Consideration is to be delivered shall, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to Endeavour and the Depositary in such amount as Endeavour and the Depositary may direct, or otherwise indemnify Endeavour and the Depositary in a manner satisfactory to Endeavour and the Depositary, against any claim that may be made against Endeavour or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles and by-laws of True Gold.

5.3 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to Endeavour Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding True Gold Shares unless and until the holder of such certificate shall have complied with the provisions of Section 5.1 or Section 5.2 hereof. Subject to applicable Law and to Section 5.4 hereof, at the time of such compliance, there shall, in addition to the delivery of Consideration to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Endeavour Shares.

5.4 Withholding Rights

Endeavour, Endeavour SubCo, Endeavour Gold, True Gold and the Depository shall be entitled to deduct and withhold from all dividends or other distributions or payments otherwise payable or allocable to any Former True Gold Shareholder, Dissenting Shareholder or other person, other than the payment to a Former True Gold Shareholder pursuant to Section 3.1(b) hereof (an "**Affected Person**") such amounts as Endeavour, Endeavour SubCo, Endeavour Gold, True Gold or the Depository is required or permitted to deduct and withhold with respect to such payment or allocation under the Tax Act or any provision of any applicable federal, provincial, state, local or foreign tax law or treaty, in each case, as amended ("**Withholding Obligations**"). To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Affected Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. Endeavour, Endeavour SubCo, Endeavour Gold, True Gold and the Depository shall also have the right to:

(a) withhold and sell, on their own account or through a broker (the "**Broker**"), and on behalf of any Affected Person; or

(b) require the Affected Person to irrevocably direct the sale through a Broker and irrevocably direct the Broker pay the proceeds of such sale to True Gold, the Depositary or Endeavour as appropriate (and, in the absence of such irrevocable direction, the Affected Person shall be deemed to have provided such irrevocable direction);

such number of Endeavour Shares delivered or deliverable to such Affected Person pursuant to the Arrangement Agreement as is necessary to produce sale proceeds (after deducting commissions payable to the broker and other costs and expenses) sufficient to fund any Withholding Obligations. Any such sale of Endeavour Shares shall be affected on a public market and as soon as practicable following the Effective Date. None of Endeavour, Endeavour SubCo, Endeavour Gold, True Gold, the Depository or the Broker will be liable for any loss arising out of any sale of such Endeavour Shares, including any loss relating to the manner or timing of such sales, the prices at which the Endeavour Shares are sold or otherwise.

5.5 Limitation and Proscription

To the extent that a Former True Gold Shareholder shall not have complied with the provisions of Section 5.1 or Section 5.2 hereof on or before the date that is six (6) years after the Effective Date (the "**final proscription date**"), then the Consideration that such Former True Gold Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the Consideration to which such Former True Gold Shareholder was entitled, shall be delivered to Endeavour by the Depositary and the Endeavour Shares forming part of the Consideration shall be deemed to be cancelled, and the interest of the Former True Gold Shareholder in such Endeavour Shares (and any dividend or other distribution referred to in Section 5.3 hereof) to which it was entitled shall be terminated as of such final proscription date.

5.6 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens of any kind.

5.7 Illegality of Delivery of Endeavour Shares

Notwithstanding the foregoing, if it appears to Endeavour that it would be contrary to applicable law to issue Endeavour Shares pursuant to the Arrangement to a person that is not a resident of Canada or the United States, the Endeavour Shares that otherwise would be issued to that person will be issued and delivered to the Depositary for the sale by the Depositary on behalf of that person. The Endeavour Shares delivered to the Depositary will be pooled and sold as soon as practicable after the Effective Date, on such dates and at such prices as the Depositary determines in its sole discretion. The Depositary shall not be obliged to seek or obtain a minimum price for any of the Endeavour Shares sold by it. Each such person will receive a pro rata share of the cash proceeds from the sale of the Endeavour Shares by the Depositary (less commissions and other reasonable expenses incurred in connection with the sale and any amount withheld in respect of Canadian taxes) in lieu of the Endeavour Shares. The net proceeds will be remitted in the same manner as set forth in this Article 5. None of Endeavour, Endeavour SubCo, Endeavour Gold, True Gold or the Depositary will be liable for any loss arising out of any such sales.

5.8 Paramountcy

From and after the Effective Time: (i) this Plan of Arrangement shall take precedence and priority over any and all True Gold Shares and True Gold Options, issued prior to the Effective Time or pursuant to this Plan of Arrangement; (ii) the rights and obligations of the registered holders of True Gold Shares and True Gold Options, and True Gold, Endeavour, the Depository and any transfer agent or other depositary in relation thereto, shall be solely as provided for in this Plan of Arrangement; and (iii) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any True Gold Shares or True Gold Options, shall be deemed to have been settled, compromised, released and determined without liability except as set forth herein.

ARTICLE 6
AMENDMENTS

6.1 Amendments to Plan of Arrangement

(a) True Gold reserves the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time, provided, however, that each such amendment, modification or supplement must be: (i) set out in writing; (ii) agreed to in writing by Endeavour and True Gold; (iii) filed with the Court and, if made following the True Gold Meeting, approved by the Court; and (iv) communicated to holders or former holders of True Gold Securities if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by True Gold at any time prior to the True Gold Meeting; provided, however, that Endeavour shall have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the persons voting at the True Gold Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the True Gold Meeting shall be effective only if: (i) it is consented to in writing by each of Endeavour and True Gold; (ii) it is filed with the Court (other than amendments contemplated in Section 6.1(d), which shall not require such filing) and (iii) if required by the Court, it is consented to by holders of the True Gold Shares voting in the manner directed by the Court.

(d) This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 7
FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out therein.

SCHEDULE B – ARRANGEMENT RESOLUTION

1. The arrangement (the "**Arrangement**") under Section 288 of the British Columbia *Business Corporations Act* involving True Gold Mining Inc. ("**True Gold**"), all as more particularly described and set forth in the management information circular (the "**True Gold Circular**") of True Gold dated March ●, 2016, accompanying the notice of this meeting (as the Arrangement may be, or may have been, modified or amended), is hereby authorized, approved and adopted.

2. The plan of arrangement, as it may be or has been amended (the "**Plan of Arrangement**"), involving True Gold and implementing the Arrangement, the full text of which is set out in Appendix "B" to the True Gold Circular, is hereby authorized, approved and adopted.

3. The arrangement agreement (the "**Arrangement Agreement**") between True Gold, Endeavour Mining Corporation and Endeavour Gold Corporation dated March 3, 2016, and all the transactions contemplated therein, the actions of the directors of True Gold in approving the Arrangement and any amendments thereto and the actions of the directors and officers of True Gold in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.

4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of True Gold are hereby authorized and empowered, without further notice to, or approval of, any securityholders of True Gold:

   (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or

   (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.

5. Any one or more directors or officers of True Gold is hereby authorized, for and on behalf and in the name of True Gold, to execute and deliver, whether under corporate seal of True Gold or not, all such agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

   (a) all actions required to be taken by or on behalf of True Gold, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and

(b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by True Gold;

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE C – ENDEAVOUR RESOLUTION

1. The issuance of such number of ordinary shares (the "**Shares**") in the capital of Endeavour Mining Corporation ("**Endeavour**") as may be required to be issued:

   (a) in connection with the arrangement (the "**Arrangement**") (as the Arrangement may be, or may have been, modified or amended) under Section 288 of the British Columbia *Business Corporations Act* involving True Gold Mining Inc. ("**True Gold**"), as set forth in the arrangement agreement dated March 3, 2016 (the "**Arrangement Agreement**") among Endeavour, Endeavour Gold, and True Gold, and all as more particularly described and set forth in the management information circular (the "**Endeavour Circular**") of Endeavour dated March ●, 2016, accompanying the notice of this meeting; and

   (b) pursuant to the exercise of the Replacement Options (as such term is defined in the Endeavour Circular) issued pursuant to the Arrangement, and all as more particularly described and set forth in the Endeavour Circular,

   up to a maximum of 18,945,249 Shares (collectively, the "**Issuance**"), is hereby authorized, adopted and approved.

2. The actions of the directors of Endeavour in approving the Issuance and the actions of the directors and officers of Endeavour in executing and delivering the Arrangement Agreement and all documents ancillary thereto, and any amendments, are hereby ratified and approved.

3. Notwithstanding that this resolution has been passed (and the Issuance approved) by the shareholders of Endeavour, the directors of Endeavour are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Endeavour:

   (a) to amend the Arrangement Agreement to the extent permitted by the Arrangement Agreement; and

   (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement or the Issuance.

4. Any one or more directors or officers of Endeavour is hereby authorized, for and on behalf and in the name of Endeavour, to execute and deliver, whether under corporate seal of Endeavour or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions and the Arrangement Agreement, including:

   (c) all actions required to be taken by or on behalf of Endeavour, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and

(d) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Endeavour,

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.