This Management's Discussion and Analysis ("MD&A") for Rusoro Mining Ltd. ("the Company") should be read in conjunction with the Company's unaudited condensed interim consolidated financial statements ("interim financial statements") for the three and six months ended June 30, 2016 and supporting notes as well as the annual audited consolidated financial statements of the Company and supporting notes and the related annual MD&A for the year ended December 31, 2015.

The financial information presented in this MD&A is reported in US dollars, unless otherwise indicated, and is partly derived from the Company's interim financial statements prepared consistent with International Financial Reporting Standards ("IFRS"). The effective date of this MD&A is August 9, 2016. This MD&A contains "forward-looking statements" that are subject to risk factors set out in a cautionary note contained herein.

Contents of the MD&A

1. Overview of the Company

The principal business activities of the Company are the acquisition, exploration, development and operation of gold mineral properties.

Until March 14, 2012, the Company held a 95% controlling interest in the Choco 10 mine ("the Choco Mine") and a 50% interest in the Isidora mine ("the Isidora Mine"), which the Company operated as part of a joint operation ("the Joint Operation") with the Venezuelan government. The Company also held interests in various exploration and development projects in Venezuela.

On September 16, 2011, the Venezuelan government, through publication in the Official Gazette of Venezuela, enacted a law-decree ("the Decree") reserving to the government of Venezuela exclusive rights for the extraction of gold in Venezuela ("the Nationalization"). The Decree mandated the expiration of all mining concession held by the Company and their reversal to the Venezuelan government together with all related assets and operations. The Decree permitted the Company to reach an agreement with the Venezuelan government to continue operating jointly, in the form of a mixed-interest enterprise ("the Mixed Enterprise''), the mining concessions and mining assets affected by the Nationalization and in which the Company could not own more than a 45% share participation. The Decree provided for a 90-day period from September 16, 2011 for the government of Venezuela and the Company to negotiate the terms and conditions of the migration of the Company's mining assets to the Mixed Enterprise, including the compensation to the Company for the loss of ownership of its assets as a result of the Nationalization. This 90-day negotiation period was subsequently extended to March 14, 2012, by the Venezuelan government through decree No. 8683.

The Company was unable to reach an agreement with the Venezuelan government upon the terms and conditions of the migration of its mining assets to the Mixed Enterprise within the designated time periods. Therefore, on March 14, 2012, in accordance with the procedures outlined in the Decree, all of the Company's mining concessions expired by force of the Decree and all related assets and operations reverted to the Venezuelan government who took possession and control in accordance with Venezuelan law becoming the new operator and employer.

Starting March 15, 2012, the Company was relieved of all responsibilities associated to the mining concessions, assets and operations that were subject to expropriation, including without limitation, any contractual, mining, environmental, labor or criminal liability, and for the payment of any tax, fee or contribution of any kind, including any mining or surface tax related to such mining concessions and operations.

In accordance with Venezuelan Labor Law and the Decree, beginning March 15, 2012, the Venezuelan government became the sole and exclusive employer for the workers and employees who provide services for the operations of the mining concessions. The Company is not responsible for the actions or omissions of those workers and employees, by the damages that they may cause or suffer in the exercise of their functions or for the payment of their salaries, bonuses, benefits or any other compensation or benefit generated from the above-mentioned date, as all the workers and employees, starting March 15, 2012, provide their services and run their work daily activities under the exclusive direction, supervision and responsibility of the Venezuelan government.

On June 14, 2012, the Company entered into a Creditors and Shareholders Agreement (the "CSA") with significant equity holders and creditors who agreed not to take any steps or actions to exercise their rights and remedies against the Company until the expiration of a standstill period, subject to various clauses.

On June 15, 2012, the Company entered into a litigation funding agreement (the "Litigation Funding Agreement") with a subsidiary (the "Funder"), of the Calunius Litigation Risk Fund LP (the "Fund"). Calunius Capital LLP is the exclusive investment advisor to the Fund which specializes in funding commercial litigation and arbitration claims. Under the terms of the Litigation Funding Agreement, the Funder has agreed to assist in the funding of Rusoro's legal costs in relation to the international arbitration proceedings against the Republic of Venezuela (the "Respondent" or "Venezuela") on a non-recourse basis. Rusoro will continue to have complete control over the conduct of the international arbitration proceedings, insofar as the proceedings relate to the Company's claims, and continues to have the right to settle with the

Respondent, discontinue proceedings, pursue the proceedings to trial and take any action Rusoro considers appropriate to enforce judgment.

On July 17, 2012, the Company filed a Request for Arbitration before the Additional Facility of the World Bank's International Centre for Settlement of Investment Disputes ("ICSID") against Venezuela pursuant to the Agreement between the Government of Canada and the Government of the Republic of Venezuela for the Promotion and Protection of Investments (the "Treaty").

On March 21, 2013, the Company filed a Statement of Claim in its arbitration against Venezuela before the World Bank's ICSID, in accordance with the provisions of the Treaty. Based on a March 15, 2013, valuation performed by an independent expert, the Company filed a claim seeking fair-value compensation of $3.03 billion for all its losses caused by the Nationalization.

On June 25, 2015, the Company announced that all oral and written submissions have been completed before the ICSID. The Company now awaits a final award by the arbitral tribunal.

There are material uncertainties surrounding the Nationalization and related arbitration, including, but not limited to the likelihood of reaching an amicable compensation with the Venezuelan government, the success in an arbitration proceedings against the Venezuelan government and the amount, timing and/or form of any compensation or arbitration award. The arbitration commenced following the passing by the Venezuelan government of a series of measures that dismantled the legal regime for the marketing of gold in Venezuela and culminated in the outright nationalization and control of Rusoro's investments in Venezuela without compensation. The claim is for breach of the Treaty's protections against expropriation, unfair and inequitable treatment and discrimination, and for breach of the guarantees of full protection and security and free transfer of investments.

The registered office of the Company is 1500-1055 West Georgia Street, Vancouver, British Columbia, Canada and the corporate headquarters is located at 3123-595 Burrard Street, Vancouver, British Columbia, Canada.

2. CONSOLIDATED RESULTS OF OPERATIONS

Results for the three months ended June 30, 2016:

- Interest expense on the Company's convertible loan increased for the three months ended June 30, 2016 to $1,420,390 from $1,273,952 in 2015.

- Interest expense on the gold sale contract, which became effective in June 2012 amounted to $758,173 for the three months ended June 30, 2016 compared to $302,691 in 2015. As of June 30, 2016, 10,732 ounces of finished gold were still outstanding under the contract and valued at fair market value using the spot price of gold on June, 2016 of $1,331 per ounce. Included in this amount is the principal amount of 6,642 gold ounces plus accrued interest of 4,090 gold ounces for the period January 1, 2012 through June 30, 2016.

- The revaluation of the gold sale contract created a loss of $672,835 for the three months ended June 30, 2016 compared to a gain of $86,346 in 2015, due to the revaluation to its fair value using the current international spot price of gold on June 30, 2016 of $1,331 per ounce.

- General and administrative expenses, net of recoveries were $176,334 for the three months ended June 30, 2016 compared to $175,381 2015.

- Foreign exchange gain of $23,711 for the three months ended June 30, 2016 compared to a gain of $107,444 in 2015. The difference was due to the USD/CAD movement.

- During February 2016, Venezuela replaced the SIMADI exchange rate mechanism with the DICOM free floating exchange rate mechanism. As a result of the change, the Company recorded a charge of $1,536,166 in statement of operations for the three months ended June 30, 2016 primarily related to the revaluation of accounts payables and accruals and decommissioning and restoration liability. The DICOM exchange rate at June 30, 2016 was 628 BsF to the U.S. dollar.

- Net loss amounted to $1,467,855 during the three months June 30, 2016 compared to net loss of $1,558,234 during the three months ended June 30, 2015

Results for the six months ended June 30, 2016:

- Interest expense on the Company's convertible loan increased for the six months ended June 30, 2016 to $2,802,866 from $2,500,633 in 2015.

- Interest expense on the gold sale contract, which became effective in June 2012 amounted to $1,696,199 for the six months ended June 30, 2016 compared to $686,348 in 2015. As of June 30, 2016, 10,732 ounces of finished gold were still outstanding under the contract and valued at fair market value using the spot price of gold on June, 2016 of $1,331 per ounce. Included in this amount is the principal amount of 6,642 gold ounces plus accrued interest of 4,090 gold ounces for the period January 1, 2012 through June 30, 2016.

- The revaluation of the gold sale contract created a loss of $1,790,684 for the six months ended June 30, 2016 compared to a gain of $59,114 in 2015, due to the revaluation to its fair value using the current international spot price of gold on June 30, 2016 of $1,331 per ounce.

- General and administrative expenses, net of recoveries were $322,518 for the three months ended June 30, 2016 compared to $536,859 2015.

- Foreign exchange loss of $103,561 for the six months ended June 30, 2016 compared to a gain of $252,245 in 2015. The difference was due to the USD/CAD movement.

- Increase in rehabilitation provision amounted to $803,885 for the six months ended June 30, 2016 compared to $nil in 2015 due to an increase in expected inflation.

- During February 2016, Venezuela replaced the SIMADI exchange rate mechanism with the DICOM free floating exchange rate mechanism. As a result of the change, the Company recorded a charge of $2,654,344 in statement of operations for the six months ended June 30, 2016 primarily related to the revaluation of accounts payables and accruals and decommissioning and restoration liability. The DICOM exchange rate at June 30, 2016 was 628 BsF to the U.S. dollar.

- Net loss amounted to $4,865,369 during the six months June 30, 2016 compared to net loss of $3,412,481 during the six months ended June 30, 2015

3. VENEZUELAN CURRENCY EXCHANGE

On February 8, 2013, Venezuela devalued its currency, the bolivar, to 6.3 bolivars per U.S. dollar, from 4.3 bolivars per U.S. dollar.

In 2015, the Venezuelan government introduced a new open market system, "SIMADI." The SIMADI market is intended to have a floating exchange rate determined by market participants. The Company adopted the SIMADI rate to remeasure BsF denominated monetary assets and liabilities of its Venezuelan subsidiary to the U.S. dollar as of December 31, 2015. The SIMADI exchange rate as of December 31, 2015 was 198.7 BsF to the U.S. dollar.

During February 2016, Venezuela replaced the SIMADI exchange rate mechanism with the DICOM free floating exchange rate mechanism. The DICOM exchange rate at June 30, 2016 was 628 BsF to the U.S. dollar.

4. Selected Quarterly Information $('000)

	Q2 2016	Q1 2016	Q4 2015	Q3 2015	Q2 2015	Q1 2015	Q4 2014	Q3 2014
Revenue	-	-	-	-	-	-	-	-
Net (loss) profit attributable to equity shareholders of the Company	(1,468)	(3,397)	78,389	(1,256)	(1,558)	(1,855)	(8,871)	(799)
Basic and diluted (loss) earnings per share $	(0.00)	(0.01)	0.15	(0.00)	(0.00)	(0.00)	(0.02)	(0.00)

Q4 2015 was impacted by the devaluation of the Venezuelan bolivar which resulted in a gain of $93,821,703. Q1 2016 and Q2 2016 were impacted by the further devaluation of the Venezuelan bolivar which resulted in a gain of $1,117,849 and $1,536,166.

5. Financial Position

The Company's assets totalled $46,728 as at June 30, 2016 (December 31, 2015: $37,527). Total assets consisted of $41,846 in cash (December 31, 2015: $36,153).

A significant amount of the Company's liabilities, including accounts payable and accrued liabilities are monetary items and have been translated from BsF to US dollars at the official exchange rate of BsF 628/$1.00 at June 30, 2016 and BsF 198.7/$1.00 at December 31, 2015.

The Company's working capital decreased since December 31, 2015 to a working capital deficiency as at June 30, 2016, of $81,565,937 (December 31, 2015: $76,712,652).

The Company did not repay the convertible loan on the June 10, 2011 maturity date and, as at June 30, 2016, the original principal and accrued and unpaid interest of $30,000,000 and $750,000, respectively, continue to incur interest at 11% since June 10, 2011. As at June 30, 2016, the Loan was still in default and outstanding and carried an amount owing of $23,212,843 in accrued interest. The loan is held in US dollars and is secured by share pledges over the Company's subsidiaries which prior to the Nationalization held the mining concessions for the Choco Mine and the San Rafael El Placer and Increible 6 mineral properties, but excluding the Isidora Mine. On June 14, 2012, the convertible loan lenders signed the CSA whereby they agreed not to take any steps or actions to exercise their rights and remedies against the Company until the expiration of a standstill period, subject to various clauses. In consideration for the CSA the Lenders were provided a contingent success fee in addition to amounts due and payable under the Loan of 20% of the Loan. As at June 30, 2016, litigation success was deemed to be indeterminable and $nil has been accrued.

As at June 30, 2016 and December 31, 2015, all cash was held in Canadian bank accounts.

On March 14, 2012, as a result of the Nationalization, the Company wrote-off the remaining balances of mineral properties and inventories. As a result of the significant asset write-downs done in 2012 and Q4 2011, as at both June 30, 2016 and December 31, 2015 the Company presents a shareholder's deficiency rather than equity on the face of its statement of financial position, as the Company's liabilities exceed the Company's assets.

6. Liquidity and Capital Resources

The Company's cash position increased $5,693 during the six months ended June 30, 2016. The Company had negative cash flows from operations of $87,779 for the six months ended June 30, 2016, compared to negative cash flows of $178,614 for the six months ended June 30, 2015, partially offset by advances from related parties of $83,473 for the six months ended June 30, 2016 (six months ended June 30, 2015: $nil) and proceeds received on stock options exercised of $10,000 for the six months ended June 30, 2016 (six months ended June 30, 2015: $nil) .

Under the terms of the Litigation Funding Agreement, the Funder has agreed to assist in the funding of Rusoro's legal costs in relation to the international arbitration proceedings against the Republic of Venezuela (the "Respondent") on a non-recourse basis as well as funding a reasonable amount of corporate costs. Pursuant to the Litigation Funding Agreement, the Company entered into the CSA with significant equity holders and creditors who agreed not to take any steps or actions to exercise their rights and remedies against the Company until the expiration of a standstill period, subject to various clauses.

Since inception the Funder has approved $10.1 million in payments to the Company and its vendors as recoveries on litigation and corporate overhead costs. There was no receivable from the Funder as at June 30, 2016 (December 31, 2015: $nil).

There are material uncertainties surrounding the Nationalization and related arbitration, including, but not limited to the likelihood of reaching an amicable compensation with the Venezuelan government, the success in an arbitration proceedings against the Venezuelan government and the amount, timing and/or form of any compensation or arbitration award.

7. OUTLOOK

As a result of the Nationalization, the Company’s sole recourse has been to file a Request for Arbitration under the Additional Facility Rules of ICSID against the government of Venezuela alleging violations of the provisions of the Treaty. The Request for Arbitration was filed on July 17, 2012. In parallel the Company will continue to seek an amicable resolution with the Venezuelan government to reach an agreement for fair compensation to the Company. The Company’s objective will be to diligently pursue the Arbitration Claim against the Venezuela government and to reduce the Company’s general and administration expenses to a minimum so the Company’s cash resources are available to fund the costs of the Arbitration Claim. Additionally the Company’s CSA signed on June 14, 2012 resulted in a standstill period, subject to various clauses, with its significant equity holders and creditors for the duration of the Arbitration proceedings and until an arbitration or settlement award is collected.

8. COMMITMENTS AND CONTINGENCIES

The Company has no general and administrative commitments as at June 30, 2016.

Gold Reserve Lawsuit

On September 25, 2012, the Company obtained an order from the Ontario Superior Court of Justice dismissing the legal action brought by Gold Reserve against the Company, and the counterclaim brought by the Company against Gold Reserve. On October 11, 2012 the Company paid $255,000 (C$250,000) cash to Gold Reserve and the Company issued common shares with a value of C$100,000 (2,500,000 common shares at fair value of CAD $0.04 per share).

The Company also issued a conditional promissory note in the amount of C$1,000,000 as required per the Settlement. The promissory note will only become due and payable in the event that the Company is successful in the litigation it has commenced against the Venezuelan government seeking compensation for the Nationalization. The promissory note and any payment due under it shall be subordinate and postponed in right of payment to (a) the rights of the Funder (as defined in the Creditors and Shareholders Agreement dated June 14, 2012, and a Litigation Funding Agreement dated May 8, 2012, and (b) the rights of the Funder and Freshfields Bruckhaus Deringer US LLP under a Priorities Agreement dated June 14, 2012. No value has been accrued for the promissory note as at June 30, 2016, as litigation success is deemed indeterminable.

Non-Compliance

During June 2010, the Company entered into transactions in the normal course of operations that were not in compliance with certain Venezuelan laws and regulations. As a result of this non-compliance, the Company may be subject to fines to a maximum of $19,600,000. No amount has been accrued in these consolidated financial statements in connection with this matter since the outcome cannot be determined at this time. Also, based on the information currently available, an estimate of financial impact cannot be reasonably made.

Other Matters

The Company is involved in various claims and litigation arising in the normal course of business. While the outcome of these matters is uncertain and there can be no assurance that such matters will be resolved in the Company's favor, the Company does not currently believe that the outcome of adverse decisions in any pending or threatened proceedings related to these and other matters or any amount which it may be required to pay by reason thereof would have a material impact on its consolidated statement of financial position, statement of comprehensive income (loss) or statement of cash flows. Based on the information currently available, estimates of financial impact cannot be reasonably made.

Litigation Funding

Under the terms of the privileged Litigation Funding Agreement, the Company has given certain warranties and covenants to the Funder. In consideration for the provision of arbitration financing, Rusoro has agreed to pay to the Funder a portion of any final settlement of the arbitration claim against the Respondent (the "Funder's Fee"). The Funder's Fee shall only become payable upon a final settlement of the arbitration claim and the value of the Funder's Fee is dependent upon a number of variables including the value of any settlement and the length of time taken to reach a settlement. The agreement also provides that the amount of the Funder's Fee shall not exceed the amount of the aggregate proceeds of the arbitration claim under any circumstances.

For the three and six months ended June 30, 2016, the Funder has approved $nil in payments to the Company and its vendors which are net against the respective expenses on the Statements of Comprehensive Income (Loss). As at June 30, 2016, litigation success is deemed to be indeterminable and $nil has been accrued for the Funder's Fee.

Contingent Success Fee

In addition to the Litigation Funding Agreement the Company has also provided contingent success fees to select stakeholders, including the Lenders of the Convertible Loan and the board of directors and management of the Company, in consideration for their discounted services or forgivement of select obligations. The terms, clauses, and priority of the contingent fee agreements are varied, but generally provide each party a contingent success fee based on successful outcome of the litigation. Management estimates the aggregate potential exposure related to these contingent success fees will not exceed 15% of the potential award. As at June 30, 2016, litigation success is deemed to be indeterminable and $nil has been accrued.

Trust and Contribution Agreements

The Company is a party to a trust agreement and a contribution agreement whereby it has agreed to pay to a trust established for members of management and the executive committee of the board of directors, a success fee upon the completion of a transaction or series of transactions. For the purposes of the contribution agreement, a "Transaction" is defined as: (a) any merger, consolidation, reorganization, recapitalization, restructuring, leveraged buyout, business combination, or any transaction pursuant to which the Company is acquired by or combined with a third party; or (b) the acquisition by a third party of any assets or operations of the Company, or any outstanding shares of the Company; or (c) a sale or spin-off of any material assets, of 5% or more of the capital stock of any subsidiary of the Company, or any transaction which has the effect of altering the capitalization of the Company. Where a change in control accompanies the Transaction, the success fee will be equal to 1% of the aggregate transaction value as defined in the contribution agreement. If the Transaction involves the acquisition of less than 50% of the voting power of the then outstanding Company's shares, then the success fee will be equal to 0.5% of the aggregate transaction value. As at June 30, 2016, none of the Transaction criteria had been met and $nil had been paid to the Trust.

The Company is a party to a trust agreement and a contribution agreement whereby it has agreed to pay to a trust established for the board of directors and management of the Company a success fee if the Company is successful in legal proceedings (the "Proceedings") it has commenced against the Venezuelan Government to obtain compensation for the nationalization of the Company's gold assets in Venezuela. If the Company is successful in the Proceedings, the success fee will be equal to 2% of the proceeds received by the Company in respect of the Proceedings. The trustees (the "Trustees") for the trust are independent directors and members of the compensation committee of the board of directors. The Trustees are empowered to allocate the success fee amongst the board of directors and management of the Company as they deem appropriate. As at June 30, 2016 none of the Proceedings criteria had been met and $nil had been paid to the Trust.

Notice of Claim

On November 13, 2012, a notice of claim was filed in the Supreme Court of British Columbia by a Venezuelan contractor that claims to be owed the equivalent of approximately $11.8 million. According to the suit, the Company hired the Venezuelan contractor through a subsidiary in August 2008, to provide mining services under a mining services agreement. Of the debt claimed, approximately $3.4 million stems from work done prior to April 2011, while the remaining amount of $8.4 million is for the period from April 2011 to January 2012. As at June 30, 2016, the Company has $.1 million in accounts payable and accrued liabilities to this contractor (prior to bolivar currency devaluation in February 2013, the amount was $9.4 million) from amounts recorded in 2011 and through December 31, 2012.

On March 7, 2013, the Venezuelan contractor filed an amended notice of claim in which the 36.9 million Venezuelan bolivars amount of the original claim was removed. Following this action the total claim filed with the Supreme Court of British Columbia stands at $3.4 million plus interest. It is believed this action was taken for legal and jurisdiction purposes and the Company does not believe that the contractor has abandoned its claim to the bolivars amount.

9. Off-Balance Sheet Arrangements

The Company does not have any off-balance sheet arrangements.

10. Related Party Transactions

The nature of transactions undertaken and the relationships with related parties of the Company are as follows:

	Relationship with the Company	**Nature of Transactions**
Company A	An officer/director of the Company and a director of the Company are also an officer and director, respectively, of Company A.	Machinery and facilities rental and provision of general mining-related services.
Company B	A director of the Company is also a partner of Company B.	Provision of legal services.
Company C	A director of the Company is also an officer of Company C.	Provision of corporate administrative services.

The Company incurred the following fees and expenses in the normal course of operations in connection with companies owned by key management and directors. Expenses and transactions with related parties have been measured at the price agreed between the parties, which are determined on a cost recovery basis.

		Three months ended June 30,		**Six months ended June 30,**	
		2016	2015	**2016**	2015
Provision of corporate administrative services	*(a)*	$18,800	$30,000	$37,600	$50,000
		$18,800	$30,000	$37,600	$50,000

a) *Included in general and administrative expenses are professional fees paid to Company C for $18,800 and $37,600 for the three and six months ended June 30, 2016 (three and six months ended June 30, 2015: $30,000 and $50,000), related to corporate administrative services.*

Included in accounts payable and accrued liabilities are amounts due to Company A, B, and C for $521,960 (December 31, 2015: $521,960). These amounts are unsecured, due on demand and non-interest bearing.

Included in accounts payable and accrued liabilities is $726,084 (December 31, 2015: $642,571) owed to the CEO of the Company and a company owned by the CEO of the Company, and $150,000 (December 31, 2015: $150,000) owed to a director of the Company for a non-interest bearing loan with no fixed maturity date. These loans are to be repaid with a contingent success fee upon successful completion of the litigation. As at June 30, 2016, litigation success is deemed to be indeterminable and $nil has been accrued for the contingent success fee.

<u>Compensation of Management and Directors</u>

The remuneration of the directors and key management personnel during the three and six months ended June 30, was as follows:

	Three months ended June 30,		Six months ended June 30,	
	2016	2015	**2016**	2015
Salary and directors fees	$97,500	$97,500	$195,000	$195,000
	$97,500	$97,500	$195,000	$195,000

As at June 30, 2016, $4,352,255 is due to directors and key management personnel (December 31, 2015: $4,157,225).

11. Disclosure of Outstanding Share Data

As at the date of this MD&A the Company has 532,820,623 common shares issued and outstanding, 53,045,000 stock options outstanding and exercisable and nil warrants outstanding.

12. Changes in Accounting Policies

Adoption of New Accounting Standards

Amendments

In addition, the IASB issued amendments to the following standards in May 2014: IFRS 11 – Accounting for acquisitions of interests in joint operations, IAS 16 – Property, plant and equipment, and IAS 38 – Clarification of acceptable methods of depreciation and amortization amendments. These amendments are effective for financial periods beginning on or after January 1, 2016.

Accounting Standards Issued But Not Yet Effective

Financial instruments

The IASB intends to replace IAS 39 – Financial Instruments: Recognition and Measurement in its entirety with IFRS 9 – Financial Instruments ("IFRS 9") which will be effective for annual periods commencing on or after January 1, 2018. IFRS 9 is intended to reduce the complexity for the classification and measurement of financial instruments.

Revenue

The IASB issued IFRS 15 - Revenue from Contracts with Customers, which replaces IAS 18 - Revenue, IAS 11 - Construction Contracts, and related interpretations. The standard is required to be adopted either retrospectively or using a modified transition approach for fiscal years beginning on or after January 1, 2017, with earlier adoption permitted.

The Company has not yet early adopted these standards and is assessing the impact upon the implementation of these standards and they are not expected to have a material impact.

13. International Financial Reporting Standards

The unaudited condensed interim consolidated financial statements as at and for the three and six months ended June 30, 2016, have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). The accounting policies have been applied to all periods presented in the consolidated financial statements and are based on the IFRS applicable as at June 30, 2016.

14. Financial Instruments Risks

Credit Risk

Credit risk is the risk that the counterparty to a financial instrument will cause a financial loss for the Company by failing to discharge its obligations. Management does not believe the Company is exposed to any significant concentration of credit risk. Management determines concentration by the percentage of cash and receivables owed by a single party.

The Company's exposure to credit risk on its C$ and US dollar cash is limited by maintaining these assets with high-credit quality financial institutions. The Company is exposed to the credit risk of Venezuelan banks, which hold cash for the Company's cash needs in Venezuela. The Company limits its exposure to this risk by maintaining BsF cash balances to fund only the short-term needs of its Venezuelan subsidiaries.

Liquidity Risk

Liquidity risk is the risk that the Company will be unable to meet its obligations associated with financial liabilities as they fall due. The Company manages liquidity risk by monitoring cash and other financial resources available to meet its maturing obligations.

The table below provides a summary of the contractual obligations and payments related to financial liabilities included in the Company's consolidated statement of financial position as at June 30, 2016, all of which are current. The amounts disclosed are the contractual undiscounted cash flows.

	June, 2016	December 31, 2015
Accounts payable and accrued liabilities	$13,300,185	$13,759,742
Interest on convertible loan	23,212,843	20,409,976
Convertible loan	30,000,000	30,000,000
Accrual for termination benefits	99,855	315,768
Derivative financial liability	14,279,648	10,792,767
	$80,892,531	$75,278,253

Market Risk

The significant market risk exposures to which the Company is exposed are interest rate risk and currency risk.

i. Interest Rate Risk

Interest rate risk is the risk that the future cash flows and fair values of the Company's financial instruments will fluctuate because of changes in market interest rates. The Company monitors its fair value exposure to interest rates and is comfortable with its exposure given the relatively short term of its convertible loan. The Company's interest is not tied to a variable rate.

ii. Currency Risk

Currency risk is the risk that the value of the Company's financial instruments will fluctuate due to changes in foreign exchange rates. The Company is exposed to currency risk as the Company's financial assets and liabilities include items denominated in BsF and C$. Changes in the applicable exchange rate may result in a decrease or increase in foreign exchange gains or losses recognized in the Company's profit or loss. The Company does not use derivative instruments to reduce its exposure to foreign currency risk.

There is a currency and exchange controls system in Venezuela. These government-imposed controls may adversely affect the Company as such controls limit the Company's ability to flow US dollars out of the country. As at June 30, 2016 and December 31, 2015, the Company holds cash of $nil in BsF.

The sensitivity of the Company's net profit (loss) from financial assets and liabilities due to changes in the exchange rate between the BsF, C$ and the US dollar is summarized below:

	As at June 30, 2016	
	25% Increase in the BsF	**25% Decrease in the BsF**
Net (loss) profit	($139)	$111
	10% Increase in the C$	**10% Decrease in the C$**
Net (loss) profit	$4	$(3)

15. OTHER RISKS AND UNCERTAINTIES

Title Risk

Title to mineral properties and mining rights involves certain inherent risks due to the difficulties of determining the validity of certain claims as well as the potential for problems arising from the frequently ambiguous conveyancing history characteristic of many mining properties. Although the Company had investigated title to all of its mineral properties for which it held concessions or other mineral leases or licenses, prior to Nationalization the Company could not give any assurance that title to such properties would not be challenged or impugned and could not be certain that it would have valid title to its mining properties. The Company relied on title opinions by legal counsel who base such opinions on the laws of countries in which the Company operates.

Prior to Nationalization, the Company's principal mineral properties and mining rights were located in Venezuela. In 2005, the Government of Venezuela changed the mining title regime from a system where title was granted in the form of either concessions or operating contracts to a system where all new titles are granted only in the form of operating contracts. In order to effect this change, the Government created a national mining company which became the nation's contracting party covering the entire country of Venezuela. The Government also indicated that, given this change in title regime, it would also be appropriate to review all existing mining companies in a single comprehensive exercise to ensure that only companies found to be in compliance with their existing title terms and conditions would qualify for the new title.

On March 14, 2012, in accordance with the procedures outlined in the Decree, all of the Company's mining concessions and titles expired by force of the Decree and all its assets and operations reverted to the Venezuelan government who took possession and control of the assets and operations in accordance with Venezuelan law and became the new operator.

There are many material uncertainties surrounding the Nationalization, including, but not limited to, the amount of any compensation to be paid to the Company for its decrease in ownership of its Venezuelan mining assets, either through amicable settlement or agreement with the Venezuelan Government or upon receipt of an arbitration award from ICSID, the timing of receipt of any such compensation, the Company's percentage of ownership in the Mixed Enterprise, if any, and the structure of the transaction. The inability to reach a fair compensation, either through negotiation or other means, or inability to make successful collection of any such compensation could hinder the Company's ability to continue as a going concern.

The Company cannot provide assurances as to the outcome of the Arbitration Claim, which can last a number of years and its cost could be higher than what the Company originally forecasted. Also should the Company be successful in winning an award of compensation to be paid by the Venezuelan government, the Company cannot provide assurances that it would be able to enforce and collect an award of compensation which could hinder the Company's ability to continue as a going concern.

Country Risk

The Company's arbitration activities may be adversely affected by political instability and legal and economic uncertainty in Venezuela where the Company had assets and operations. The risks associated with the Company's Arbitration Claim may include political unrest, labour disputes, invalidation of governmental orders and permits, corruption, war, civil disturbances and terrorist actions, arbitrary changes in laws, regulation and policies, and taxation. Prior to Nationalization risks associated with the Company's operations may have included price controls, exchange controls, delays in obtaining or the inability to obtain necessary permits, opposition to mining from environmental or other nongovernmental organizations, limitations on foreign ownership, limitations on the repatriation of earnings, limitations on mineral exports, increased financing costs and government-imposed restrictions or conditions to the Company's gold sales in Venezuela. These risks may limit or disrupt the Company's arbitration activities, restrict the movement of funds or result in unfavourable compensation for the Nationalization. Prior to Nationalization the Company's mineral properties and mining rights were located in Venezuela.

Regulations and Permits

The Company's operating activities were subject to a wide variety of laws and regulations governing health and worker safety, employment standards, waste disposal, protection of the environment, protection of historic and archaeological sites, mine development and protection of endangered species and other matters. The Company was required to have a wide variety of permits from governmental and regulatory authorities to carry out its activities. These permits relate to virtually every aspect of the Company's previous exploration and exploitation activities. Changes in these laws and regulations or changes in their enforcement or interpretation could have resulted in changes in legal requirements or in the terms of the Company's permits that could have had a significant adverse impact on the Company's existing or future operations or projects. Obtaining permits can be a complex, time-consuming process. As a result of the Nationalization the Company is no longer required to obtain the necessary permits including any renewals thereof. Previously, the costs and delays associated with obtaining permits and complying with these permits and applicable laws and regulations could stop or materially delay or restrict the Company from continuing or proceeding with existing or future operations or projects. Any failure to comply with permits and applicable laws and regulations, even if inadvertent, could have resulted in the interruption or closure of operations or material fines, penalties or other liabilities.

Dependence on Key Management Personnel

The Company's business and operations are dependent on retaining the services of a small number of key management personnel. The success of the Company is, and will continue to be, to a significant extent, dependent on the expertise and experience of some of the directors and senior management. The loss of one or more key directors or senior management could have a materially adverse effect on the Company.

Common Share Price Volatility

The market price of the common shares of the Company could fluctuate significantly based on a number of factors in addition to those listed in this document, including the Company's operating performance, the Company's arbitration with Venezuela's government, and the performance of competitors and other similar companies; the public's reaction to the Company's press releases, other public announcements and the Company's filings with the various securities regulatory authorities; changes in earnings estimates or recommendations by research analysts who track the common shares or the shares of other companies in the resource sector; changes in general economic conditions; the arrival or departure of key personnel; acquisitions, strategic alliances or joint ventures involving the Company or its competitors; and gold price volatility.

In addition, the market price of the common shares of the Company is affected by many variables not directly related to the Company's success and are, therefore, not within the Company's control.

16. FORWARD LOOKING STATEMENTS

Certain statements in this MD&A and certain information incorporated herein by reference constitute "forward-looking information" within the meaning of applicable securities laws. Such forward-looking information includes, without limitation, statements with respect to the future financial or operating performance of the Company, its subsidiaries, projects and arbitration proceedings, the future price of gold and other precious metals, the estimation of mineral reserves and resources, the realization of mineral reserve estimates, the timing and amount of estimated future production, costs of production, capital expenditures, reserve determination and reserve conversion rates. Often, but not always, forward-looking information can be identified by the use of words such as "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes" or variations of such words and phrases or words and phrases that state or indicate that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. While the Company has based these statements on its expectations about future events as at the date that such information was prepared, the statements are not guarantees of the Company's future performance and are subject to risks, uncertainties, assumptions and other factors which could cause actual results to differ materially from future results expressed or implied by such forward-looking information. The estimates and assumptions of the Company contained or incorporated by reference in this MD&A which may prove to be incorrect, include, but are not limited to: (1) the exchange rate between the C$, the BsF and the US dollar being approximately consistent with current levels; (2) certain price assumptions for gold (3) availability and sufficiency of litigation funding to actively pursue Arbitration; (4) corporate overhead costs and litigation spending remain within the Company's expectations; and (5) the CSA remains in effect throughout the Arbitration.

Known and unknown factors could cause actual results or events to differ materially from those projected in the forward-looking statements. Such factors include, but are not limited to, fluctuations in the currency markets; fluctuations in the spot and forward price of gold or certain other commodities (such as diesel fuel and electricity); changes in interest rates; disruption to the credit markets and delays in obtaining financing; inflationary pressures; changes in national and local government legislation, taxation, controls, regulations and political or economic developments in Canada, Venezuela or other countries in which the Company does or may carry on business; business opportunities that may be presented to, or pursued by the Company; the Company's ability to successfully integrate acquisitions; operating or technical difficulties in connection with mining or development activities; actual results of exploration activities; the possibility of cost overruns or unanticipated expenses; employee relations; illegal miners; the speculative nature of gold exploration and development, including the risks of obtaining and renewing necessary licenses and permits; the impact of Venezuelan law on the Company's operations; diminishing quantities or grades of reserves; adverse changes in the Company's credit rating; contests over title to properties particularly title to undeveloped properties; the occurrence of natural disasters, hostilities, acts of war or terrorism; corruption and uncertain legal enforcement; requests for improper payments; on the Company's ability to market gold produced and on its results of operations; on the Company's ability to obtain necessary authorizations from the CBV to export gold and on the Company's ability to retain any portion of the funds from sales of exported gold outside of Venezuela; on the ability to access SITME which impact the Company's ability to obtain US dollars to fund operating and capital expenditures; the result or outcome of management's efforts to remediate the potential implications of the transactions that were not in compliance with certain Venezuelan laws and regulations. In addition, there are risks and hazards associated with the business of gold exploration, development and mining, including environmental hazards, industrial accidents, unusual or unexpected formation, pressures, cave-ins, flooding and gold bullion losses (and the risk of inadequate insurance, or inability to obtain insurance to cover these risks). All of the forward-looking statements made in or incorporated by reference in this MD&A are qualified by these cautionary statements and those made in the section of this MD&A entitled "Financial Instruments Risks" and "Other Risks and Uncertainties".

Although we have attempted to identify factors that may cause actual actions, events or results to differ materially from those described in forward-looking statements and information, there may be other factors that cause actual results, performances, achievements or events to not be as anticipated, estimated or intended. Also, many of the factors are beyond our control. As actual results and future events could differ materially from those anticipated in such statements and information, readers should not place undue reliance on forward-looking statements or information. Except as may be required by law, we undertake no obligation to publicly update or revise any forward-looking statements or information, whether as a result of new information, future events or otherwise. All forward-looking statements and information made or incorporated by reference herein are qualified by this cautionary statement.