



## Certificate of Incorporation

*Canada Business Corporations Act*

## Certificat de constitution

*Loi canadienne sur les sociétés par actions*

16144616 Canada Inc.

Corporate name / Dénomination sociale

1614461-6

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation, the articles of incorporation of which are attached, is incorporated under the *Canada Business Corporations Act*.

JE CERTIFIE que la société susmentionnée, dont les statuts constitutifs sont joints, est constituée en vertu de la *Loi canadienne sur les sociétés par actions*.

Hantz Prosper

Director / Directeur

2024-06-20

Date of Incorporation (YYYY-MM-DD)  
Date de constitution (AAAA-MM-JJ)



**Form 1**  
**Articles of Incorporation**  
*Canada Business Corporations  
Act (s. 6)*

**Formulaire 1**  
**Statuts constitutifs**  
*Loi canadienne sur les sociétés  
par actions (art. 6)*

1	Corporate name Dénomination sociale <b>16144616 Canada Inc.</b>
2	The province or territory in Canada where the registered office is situated La province ou le territoire au Canada où est situé le siège social <b>QC</b>
3	The classes and any maximum number of shares that the corporation is authorized to issue Catégories et le nombre maximal d'actions que la société est autorisée à émettre <b>See attached schedule / Voir l'annexe ci-jointe</b>
4	Restrictions on share transfers Restrictions sur le transfert des actions <b>None</b>
5	Minimum and maximum number of directors Nombre minimal et maximal d'administrateurs <b>Min. 1      Max. 15</b>
6	Restrictions on the business the corporation may carry on Limites imposées à l'activité commerciale de la société <b>None</b>
7	Other Provisions Autres dispositions <b>See attached schedule / Voir l'annexe ci-jointe</b>
8	<b>Incorporator's Declaration:</b> I hereby certify that I am authorized to sign and submit this form. <b>Déclaration des fondateurs :</b> J'atteste que je suis autorisé à signer et à soumettre le présent formulaire.

Name(s) - Nom(s)

Original Signed by - Original signé par

**Services Blakes Québec Inc.**

**Catherine Greven**  
Catherine Greven

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.

## SHARE CAPITAL

The authorized capital of the corporation consists of an unlimited number of common shares.

The rights, privileges, restrictions and conditions attached to the common shares are as follows:

- (a) **Voting Rights**: The holders of common shares shall be entitled to receive notice of and to attend, and shall be entitled to one (1) vote for each common share held at, any meeting of the shareholders of the corporation.
- (b) **Dividends**: The holders of common shares shall in each financial year of the corporation, in the discretion of the directors, be entitled out of any or all profits or surplus lawfully available for dividends, to noncumulative dividends at a rate and in an amount to be determined by the directors.
- (c) **Distribution**: In the event of the liquidation, dissolution or winding-up of the corporation or other distribution of property or assets of the corporation among its shareholders for the purposes of winding-up its affairs, the holders of common shares shall participate rateably in equal amounts per share, without preference or distinction, in the remaining assets of the corporation.

## **OTHER PROVISIONS**

### **Authorization to Appoint Additional Directors**

The directors may, within the maximum number permitted by the articles, appoint one or more additional directors, who shall hold office for a term expiring not later than the close of the next annual meeting of the shareholders; however, the total number of directors so appointed shall not exceed one third of the number of directors elected at the previous annual meeting of shareholders.

### **Meetings of Shareholders Outside Canada**

Meetings of shareholders of the corporation may be held outside Canada.





## Certificate of Arrangement

*Canada Business Corporations Act*

## Certificat d'arrangement

*Loi canadienne sur les sociétés par actions*

**G MINING VENTURES CORP.**

**1257872-7**

**Reunion Gold Corporation  
Corporation Aurifère Réunion**

**423071-0**

Corporate name(s) of CBCA applicants / Dénomination(s)  
sociale(s) de la ou des sociétés LCSA requérantes

Corporation number(s) / Numéro(s) de la ou  
des sociétés

I HEREBY CERTIFY that the arrangement set  
out in the attached articles of arrangement has  
been effected under section 192 of the *Canada  
Business Corporations Act*.

JE CERTIFIE que l'arrangement mentionné dans  
les clauses d'arrangement annexées a pris effet en  
vertu de l'article 192 de la *Loi canadienne sur les  
sociétés par actions*.

Hantz Prosper

Director / Directeur

2024-07-15

Date of Arrangement (YYYY-MM-DD)  
Date de l'arrangement (AAAA-MM-JJ)



Innovation, Science and  
Economic Development Canada  
Corporations Canada

Innovation, Sciences et  
Développement économique Canada  
Corporations Canada

**Canada Business Corporations Act (CBCA)**  
**FORM 14.1**  
**ARTICLES OF ARRANGEMENT**  
**(Section 192)**

<b>1 - Name of the applicant corporation(s)</b> G MINING VENTURES CORP. Reunion Gold Corporation/Corporation Aurifère Réunion	<b>Corporation number</b> 1257872-7 423071-0
<b>2 - Name of the corporation(s) the articles of which are amended, if applicable</b> G MINING VENTURES CORP. 16144616 Canada Inc. Reunion Gold Corporation/Corporation Aurifère Réunion	<b>Corporation number</b> 1257872-7 1614461-6 423071-0
<b>3 - Name of the corporation(s) created by amalgamation, if applicable</b>  	<b>Corporation number</b>  
<b>4 - Name of the dissolved corporation(s), if applicable</b>  	<b>Corporation number</b>  
<b>5 - Name of the other bodies corporate involved, if applicable</b> Greenheart Gold Inc. 16144616 Canada Inc.	<b>Corporation number or jurisdiction</b> 1596398-2 1614461-6
<b>6 - In accordance with the order approving the arrangement, the plan of arrangement attached hereto, involving the above named body(ies) corporate, is hereby effected.</b>	
<b>In accordance with the plan of arrangement,</b> <input checked="" type="checkbox"/> a. the articles of the corporation(s) indicated in item 2, are amended. If the amendment includes a name change, indicate the change below: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;">           G MINING VENTURES CORP. will change its name to G MINING TZ CORP. and, immediately thereafter,            16144616 Canada Inc. will change its name to G MINING VENTURES CORP.         </div> <input type="checkbox"/> b. the following bodies corporate and/or corporations are amalgamated (for CBCA corporations include the corporation number): <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <input type="checkbox"/> c. the corporation(s) indicated in item 4 is(are) liquidated and dissolved: <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div>	
<b>7 - I hereby certify that I am a director or an authorized officer of one of the applicant corporations.</b>	
Signature: <u>Louis-Pierre Gignac</u> <small>FD8CD9C341F1443...</small>	
Print name: <u>Louis-Pierre Gignac</u>	
<b>Note:</b> Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).	



**Instructions**  
**FORM 14.1**  
**ARTICLES OF ARRANGEMENT**

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

- All statutory references are to the *Canada Business Corporations Act* (CBCA).
- This form is to be used to obtain a Certificate of Arrangement once a court has approved the arrangement.
- The arrangement must comply with the requirements of section 192 of the CBCA.
- If the space available is insufficient, please attach a schedule.
- If you require more information in order to complete this form, please consult Corporations Canada.
- A draft of this form should be sent to Corporations Canada prior to final submission.

**Item 1 to 4**

Indicate the corporate name and corporation number for CBCA corporations only.

**Item 5**

Indicate the corporate name and corporation number for CBCA corporations only. For other bodies corporate, indicate the name and the jurisdiction under which they are governed.

**Item 6 (a)**

Indicate both the previous corporate name and the new corporate name.

**Item 6 (b)**

All of the information required on Form 9 - Articles of Amalgamation should appear clearly in the plan of arrangement as well as in a schedule attached to the Articles of Arrangement.

**Item 7**

These articles must be signed by a director or an authorized officer of the applicant corporation or of one of the applicant corporations.

**Also Include:**

- A copy of the court order
- The plan of arrangement
- Form 2 - Initial Registered Office Address and First Board of Directors, if applicable
- Form 3 - Change of Registered Office Address, if there was a change in the registered office address
- Form 6 - Changes Regarding Directors, if there was a change regarding the directors
- A Nuans name search report, if applicable
- Fee payable by credit card (American Express, Visa or MasterCard) or by cheque to the Receiver General for Canada. See filing fees at <https://www.ic.gc.ca/eic/site/cd-dgc.nsf/eng/cs06650.html#corp>

For more information, consult the Corporations Canada website ([corporationscanada.ic.gc.ca](https://www.corporationscanada.ic.gc.ca)) or call **1-866-333-5556** (Canada) or **(613) 941-9042** (international).

**Send documents:**

**By mail:** Corporations Canada  
235 Queen Street  
Ottawa, Ontario K1A 0H5

**By e-mail:** [IC.corporationscanada.IC@canada.ca](mailto:IC.corporationscanada.IC@canada.ca)

**AMENDMENT TO THE SHARE CAPITAL  
OF  
REUNION GOLD CORPORATION**

The articles of the Corporation are amended to:

- (i) redesignate the common shares in the capital of the Corporation as Class A common shares;
- (ii) increase the authorized capital of the Corporation by creating an unlimited number of Class B common shares; and
- (iii) remove the rights, privileges, restrictions and conditions of the former common shares (newly redesignated as Class A common shares hereunder).

After giving effect to the foregoing, the number and authorized classes of shares that the Corporation is authorized to issue is an unlimited number of Class A common shares, an unlimited number of Class B common shares and an unlimited number of Preference shares, issuable in series.

The rights, privileges, restrictions and conditions attaching to the Class A common shares and the Class B common shares (collectively the “**Common Shares**”) shall be as follows:

**A. COMMON SHARES**

**(a) Voting**

The holders of Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation, except meetings at which only holders of another class of shares or series of shares are entitled to entitled to vote separately as a class as provided in the *Canada Business Corporations Act* (the “**Act**”), and at all such meetings shall be entitled to one vote in respect of each Common Share held by such holder. Except as required under applicable law, the holders of Class A common shares and the holders of the Class B common shares shall vote together as if they were a single class.

**(b) Dividends**

Subject to the rights of the holders of any class of shares ranking senior to the Common Shares (if any), the holders of the Common Shares shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation, such dividends as the board of directors of the Corporation may from time to time declare, in their absolute discretion. Dividends can be paid to the holders of Class A common shares as a class or to the holders of Class B common shares as a class or on both of such classes, as the directors may from time to time declare, in their absolute discretion.

(c) **Liquidation, Dissolution and Winding-up**

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, subject to the prior rights of the holders of any other class of shares ranking senior to the Common Shares, the holders of the Common Shares shall be entitled to receive the remaining property and assets of the Corporation which shall be distributed equally share for share to the holders of the Class A common shares and the Class B common shares, respectively, without preference, priority or distinction.

(d) **Quorum for Class Voting Rights.**

- (i) With respect to separate class voting rights as provided for in section 176(1) of the Act, a quorum of Class A common shareholders for a separate class vote is present at a meeting of such shareholders if the holders of not less than 5% of the Class A common shares entitled to vote at the meeting are present in person or represented by proxy, irrespective of the number of persons actually present at the meeting.
- (ii) With respect to separate class voting rights as provided for in section 176(1) of the Act, a quorum of Class B common shareholders for a separate class vote is present at a meeting of such shareholders if the holders of not less than 6% of the Class B common shares entitled to vote at the meeting are present in person or represented by proxy, irrespective of the number of persons actually present at the meeting.



Court File No. CV-24-00721275-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE

JUSTICE STEELE

)  
)  
)

THURSDAY, THE 11<sup>TH</sup>

DAY OF JULY, 2024

**IN THE MATTER OF AN APPLICATION UNDER SECTION  
192 OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C.  
1985, CHAP. C. C-44, AS AMENDED**

**AND IN THE MATTER OF RULES 14.05(2) AND 14.05(3) OF  
THE *RULES OF CIVIL PROCEDURE***

**AND IN THE MATTER OF A PROPOSED ARRANGEMENT  
OF G MINING VENTURES CORP. AND REUNION GOLD  
CORPORATION INVOLVING GREENHEART GOLD INC.  
(FORMERLY 15963982 CANADA INC.)**

**FINAL ORDER**

THIS APPLICATION made by the Applicants, G Mining Ventures Corp. ("GMIN") and Reunion Gold Corporation ("Reunion Gold") pursuant to section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended, (the "CBCA") was heard this day by videoconference.

ON READING the Notice of Application issued on May 30, 2024, the affidavit of Jason Neal sworn June 5, 2024, the affidavit of Richard Howes sworn June 4, 2024, the supplementary affidavit of Jason Neal sworn July 10, 2024, together with the exhibits thereto, the supplementary affidavit of Richard Howes sworn July 9, 2024, together with the exhibits thereto, and the Interim Order of the Honourable Justice Steele dated June 7, 2024 and

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DATED AT TORONTO THIS 11<sup>TH</sup> DAY OF  
JULY 2024

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11<sup>TH</sup> DAY OF JULY 2024

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ON HEARING the submissions of the lawyers for GMIN and the lawyers for Reunion Gold, and on being advised that the Director under the CBCA does not consider it necessary to appear on this application, no-one appearing for any other person, including any shareholder of GMIN or any shareholder of Reunion Gold, and on being advised that this Order will be relied upon by the Applicants as the basis for a claim to an exemption pursuant to Section 3(a)(10) of the *United States Securities Act of 1933* from the registration requirements otherwise imposed by that Act, and having determined that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order is an arrangement for the purposes of section 192 of the CBCA and is fair and reasonable in accordance with the requirements of that section,

1. THIS COURT ORDERS that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order, shall be and is hereby approved.
2. THIS COURT ORDERS that GMIN and Reunion Gold shall each be entitled to seek leave to vary this order upon such terms and upon giving such notice as this court may direct, to seek the advices and directions of this court as to the implementation of this order, and to apply for such further order or orders as may be appropriate.



Digitally signed  
by Jana Steele  
Date: 2024.07.11  
12:18:26 -04'00'

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DATED AT TORONTO THIS 11 DAY OF July 2024  
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DAY OF July 20 24  
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Schedule "A"

AMENDED AND RESTATED PLAN OF ARRANGEMENT

UNDER SECTION 192 OF THE

CANADA BUSINESS CORPORATIONS ACT

ARTICLE 1

DEFINITIONS AND INTERPRETATION

**Section 1.01 Definitions**

In this Plan of Arrangement, any capitalized term used herein and not defined in this Section 1.01 shall have the meaning ascribed thereto in the Arrangement Agreement (as defined below). Unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

- (a) **"Applicable Stock Exchange"** means the TSX, the TSXV or other stock exchange in Canada;
- (b) **"Arrangement"** means the arrangement under section 192 of the CBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments, variations or modifications thereto made in accordance with the terms of the Arrangement Agreement, and Section 7.01 of this Plan of Arrangement and the Interim Order (once issued) or made at the direction of the Court in the Final Order, provided that any such amendments, variations or modifications are consented to by the Principal Parties, each acting reasonably;
- (c) **"Arrangement Agreement"** means the arrangement agreement dated April 22, 2024, among GMIN, Reunion Gold and Spinco, together with the schedules attached thereto, the Reunion Gold Disclosure Letter and the GMIN Disclosure Letter, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;
- (d) **"Business Day"** means any day, other than a Saturday, a Sunday or any day on which it is a civic holiday in or on which major banking institutions in Montreal, Québec and Toronto, Ontario are required by Law to be closed for business;
- (e) **"CBCA"** means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44;
- (f) **"Certificates of Arrangement"** means, collectively, the Certificates of Arrangement in respect of each of GMIN and Reunion Gold issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the GMIN Articles of Arrangement and the Reunion Gold Articles of Arrangement, giving effect to the Arrangement;
- (g) **"Code"** means the United States Internal Revenue Code of 1986;

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JOUR DE July 2024

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- (h) **“Consideration”** means: (a) in respect of the GMIN Shareholders, for each GMIN Share, a number of New Parent Shares equal to the GMIN Exchange Ratio and (b) in respect of the Reunion Gold Shareholders, for each Reunion Gold Share, a number of New Parent Shares equal to the Reunion Gold Exchange Ratio and a number of Spinco Consideration Shares equal to the Spinco Exchange Ratio;
- (i) **“Contribution and Conveyance Agreement”** means the contribution and conveyance agreement to be entered into between Reunion Gold and Spinco pursuant to section 5.4(a) of the Arrangement Agreement;
- (j) **“Court”** means the Ontario Superior Court of Justice (Commercial List) or any other court with jurisdiction to consider and issue the Interim Order and the Final Order;
- (k) **“Depository”** means Computershare Trust Company of Canada or such other depository as may be agreed upon by the Principal Parties, acting each reasonably;
- (l) **“Director”** means the director appointed pursuant to section 260 of the CBCA;
- (m) **“Dissenting GMIN Shareholder”** means a registered holder of GMIN Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
- (n) **“Dissenting Reunion Gold Shareholder”** means a registered holder of Reunion Gold Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
- (o) **“Dissent Rights”** has the meaning ascribed thereto in Section 3.01 of this Plan of Arrangement;
- (p) **“Dissenting Shareholder”** means, a Dissenting Reunion Gold Shareholder or a Dissenting GMIN Shareholder, as applicable;
- (q) **“DRS Advice”** means a Direct Registration System Advice;
- (r) **“Effective Date”** means the date upon which the Arrangement becomes effective, being the date shown on the Certificates of Arrangement;
- (s) **“Effective Time”** means 12:01 a.m. on the Effective Date;
- (t) **“Electing Reunion Gold Shareholders”** means any Non-Resident Reunion Gold Shareholders that have made an Opt-Out Election;
- (u) **“Final Order”** means the final order of the Court pursuant to subsection 192(4)(e) of the CBCA approving the Arrangement, in form and substance acceptable to the Principal Parties, each acting reasonably, after a hearing upon the fairness of the terms and conditions of the Arrangement, as such order may be amended, modified or varied by the Court with

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DATED AT TORONTO THIS 11 DAY OF July 20 24  
Fait à Toronto LE 11 JOUR DE juillet 20 24

REGISTRAR *[Signature]* CLERK *[Signature]*

the consent of the Principal Parties, each acting reasonably, at any time prior to the Effective Date;

- (v) **"Former GMIN Shareholders"** means the holders of GMIN Shares immediately prior to the Effective Time;
- (w) **"Former Reunion Gold Shareholders"** means the holders of Reunion Gold Shares immediately prior to the Effective Time;
- (x) **"Fractional Spinco Share"** means 0.05 of a Spinco Share to be issued pursuant to this Plan of Arrangement;
- (y) **"GMIN"** means G Mining Ventures Corp., a corporation existing under the federal laws of Canada;
- (z) **"GMIN Arrangement Resolution"** means the special resolution approving the Arrangement to be considered at the GMIN Meeting, substantially in the form attached as Schedule B to the Arrangement Agreement;
- (aa) **"GMIN Articles of Arrangement"** means the articles of arrangement of GMIN in respect of the Arrangement required under subsection 192(6) of the CBCA to be filed with the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in form and substance acceptable to the Principal Parties, each acting reasonably;
- (bb) **"GMIN Convertible Securities"** means, collectively, the GMIN DSUs, the GMIN RSUs, the GMIN Options and the GMIN Warrants;
- (cc) **"GMIN Disclosure Letter"** means the disclosure letter executed by GMIN and delivered to Reunion Gold on the date of the Arrangement Agreement in connection with the execution of the Arrangement Agreement;
- (dd) **"GMIN DSUs"** means, at any time, deferred share units granted pursuant to the GMIN Incentive Plan which are, at such time, outstanding, whether or not vested;
- (ee) **"GMIN Exchange Ratio"** means 0.25 of a New Parent Share;
- (ff) **"GMIN Incentive Plan"** means, collectively, the omnibus equity incentive plan of GMIN dated June 6, 2023, as amended from time to time, and the GMIN Option Plan;
- (gg) **"GMIN Meeting"** means the annual and special meeting, or special meeting, of the GMIN Shareholders, including any adjournment or postponement thereof in accordance with the terms of the Arrangement Agreement, to be called and held: (i) to consider the GMIN Arrangement Resolution, (ii) to consider at GMIN's option, annual meeting matters consistent with past practice, and (iii) for any other purpose as may be set out in the GMIN Circular, including to consider any other matters required for the purposes of obtaining the Stock Exchange Approval, and as agreed to in writing by the Principal Parties, each acting reasonably;

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REGISTRAR *[Signature]* GREFFIER



- (hh) **"GMIN Option Plan"** means the Stock Option Plan of GMIN ratified by GMIN shareholders on December 19, 2019, as amended on April 5, 2022;
- (ii) **"GMIN Options"** means, at any time, options to purchase GMIN Shares granted pursuant to the GMIN Incentive Plan which are, at such time, outstanding and unexercised, whether or not vested;
- (jj) **"GMIN RSUs"** means, at any time, restricted share units granted pursuant to the GMIN Incentive Plan which are, at such time, outstanding, whether or not vested;
- (kk) **"GMIN Share Rights"** means, at any time, GMIN DSUs and GMIN RSUs;
- (ll) **"GMIN Securities"** means, collectively, the GMIN Convertible Securities and the GMIN Shares;
- (mm) **"GMIN Shareholders"** means the holders of GMIN Shares;
- (nn) **"GMIN Shares"** means the common shares in the authorized share structure of GMIN;
- (oo) **"GMIN Warrants"** means the outstanding warrants to purchase GMIN Shares pursuant to the warrant indenture dated September 15, 2021 between GMIN and Computershare Trust Company of Canada, as warrant agent, and the warrant certificate issued by GMIN to Franco-Nevada Corporation on July 22, 2022;
- (pp) **"Governmental Entity"** means any applicable: (a) international, multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public body, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) subdivision, agent, commission, board or authority of any of the foregoing; (c) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any stock or securities exchange or quotation system;
- (qq) **"In-The-Money Amount"** in respect of a stock option, means the amount, if any, by which the aggregate fair market at that time of the securities subject to the stock option exceeds the aggregate exercise price of such stock option;
- (rr) **"Indemnified Liability"** means, (a) any liability or obligation that, following the Effective Time, Reunion Gold or any of its subsidiaries is legally obliged to pay but which was incurred or accrued prior to the Effective Time to the extent that it is in respect of the Reunion Gold Exploration Properties (including the operations or activities in connection therewith) and (b) any liability for any Tax which is payable to any Governmental Entity by Reunion Gold in connection with either (i) the Spinco Reorganization or (ii) the disposition of Spinco Consideration Shares by Reunion Gold to Reunion Gold Class A Shareholders or Reunion Gold Class B Shareholders, as applicable, for the taxation year of Reunion Gold that includes the Spinco Reorganization and the disposition of such Spinco Consideration Shares;

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- (ss) **“Intended U.S. Tax Treatment”** has the meaning ascribed thereto in Section 2.06 of this Plan of Arrangement;
- (tt) **“Interim Order”** means the interim order of the Court pursuant to subsection 192(4)(c) of the CBCA, in form and substance acceptable to the Principal Parties, each acting reasonably, providing for, among other things, the calling and holding of each of the Reunion Gold Meeting and the GMIN Meeting, as the same may be amended, supplemented or varied by further order of the Court, with the consent of the Principal Parties, each acting reasonably;
- (uu) **“Law”** or **“Laws”** means all laws, by-laws, statutes, rules (including the rules and regulations of any stock or securities exchange or quotation system), regulations, principles of common law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, including any Permit, and to the extent that they have the force of law, all policies, standards, practices, notices, guidelines and protocols of any Governmental Entity, and the term **“applicable”** with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, assets, properties or securities and emanate from a Governmental Entity having jurisdiction over the applicable Party or its business, undertaking, assets, properties or securities;
- (vv) **“Letters of Transmittal”** means the letter(s) of transmittal and election form for use by and to be sent to registered Reunion Gold Shareholders and to registered GMIN Shareholders, as applicable, in connection with the Arrangement;
- (ww) **“Lien”** means any hypothec, mortgage, pledge, assignment, lien, charge, security interest, encumbrance, adverse right or claim, pre-emptive right or right of first refusal or other third Person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;
- (xx) **“New Parent”** means a corporation incorporated under the CBCA immediately prior to the Effective Time;
- (yy) **“New Parent Shares”** means the common shares in the capital of New Parent;
- (zz) **“Non-Electing Reunion Gold Shareholders”** means, (i) all Resident Reunion Gold Shareholders and (ii) any Non-Resident Reunion Gold Shareholders that have not, or are deemed not, to have made a valid Opt-Out Election;
- (aaa) **“Non-Resident Reunion Gold Shareholder”** means a Reunion Gold Shareholder that, immediately prior to the Effective Time, is a non-resident of Canada for purposes of the Tax Act, or a partnership any member of which is a non-resident of Canada for purposes of the Tax Act;

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- (bbb) "**Opt-Out Election**" means an election made by a Non-Resident Reunion Gold Shareholder not to have the provisions of Section 2.03(d)(iv) of this Plan of Arrangement apply to such Non-Resident Reunion Gold Shareholder;
- (ccc) "**Parties**" means New Parent, GMIN, Reunion Gold and Spinco, and "**Party**" means any one of them;
- (ddd) "**Plan of Arrangement**" means this amended and restated plan of arrangement and any amendments or variations hereto made in accordance with the terms of the Arrangement Agreement or Section 7.01 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of the Principal Parties, each acting reasonably;
- (eee) "**Principal Parties**" means GMIN and Reunion Gold, and "**Principal Party**" means either of them;
- (fff) "**Replacement Option**" means an option to purchase New Parent Shares granted in replacement of a GMIN Option or a Replacement Reunion Gold Option pursuant to Section 2.03(g) of this Plan of Arrangement;
- (ggg) "**Replacement Reunion Gold Option**" has the meaning ascribed thereto in Section 2.03(d)(iii)(A) of this Plan of Arrangement;
- (hhh) "**Replacement Spinco Option**" has the meaning ascribed thereto in Section 2.03(d)(iii)(B) of this Plan of Arrangement;
- (iii) "**Resident Reunion Gold Shareholder**" means a Reunion Gold Shareholder other than a Non-Resident Reunion Gold Shareholder;
- (jjj) "**Reunion Gold**" means Reunion Gold Corporation, a corporation existing under the federal laws of Canada;
- (kkk) "**Reunion Gold Arrangement Resolution**" means the special resolution approving the Arrangement to be considered at the Reunion Gold Meeting, attached as Schedule C to the Arrangement Agreement;
- (III) "**Reunion Gold Articles of Arrangement**" means the articles of arrangement of Reunion Gold in respect of the Arrangement required under subsection 192(6) of the CBCA to be filed with the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in form and substance acceptable to the Principal Parties, each acting reasonably;
- (mmm) "**Reunion Gold Class A Shareholders**" means the holders of Reunion Gold Class A Shares;
- (nnn) "**Reunion Gold Class B Shareholders**" means the holders of Reunion Gold Class B Shares;

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- (ooo) **"Reunion Gold Class A Shares"** means the Reunion Gold Shares redesignated as "Class A Common Shares" pursuant to Section 2.03(d)(i) of this Plan of Arrangement;
- (ppp) **"Reunion Gold Class B Shares"** means the common shares in the capital of Reunion Gold designated as the "Class B Common Shares" created pursuant to Section 2.03(d)(ii) of this Plan of Arrangement;
- (qqq) **"Reunion Gold Convertible Securities"** means, collectively, the Reunion Gold Options and the Reunion Gold Warrants;
- (rrr) **"Reunion Gold Disclosure Letter"** means the disclosure letter executed by Reunion Gold and delivered to GMIN on the date of the Arrangement Agreement in connection with the execution of the Arrangement Agreement;
- (sss) **"Reunion Gold Exchange Ratio"** means 0.07125 of a New Parent Share;
- (ttt) **"Reunion Gold Exploration Properties"** means (i) the assets and properties listed in Schedule F attached to the Arrangement Agreement, and (ii) subject to the Arrangement Agreement, any assets, properties or other interests in mineral property to be acquired by Spinco following the date of the Arrangement Agreement;
- (uuu) **"Reunion Gold Measurement Date"** means (i) the first day following the Effective Time (which, for the avoidance of doubt, shall include the Effective Date) on which both the Reunion Gold Shares and Spinco Shares are traded on an Applicable Stock Exchange, whether such trading occurs on an "if, as and when issued" basis or on a "regular" basis, or (ii) if the condition in clause (i) is not satisfied prior to the Reunion Gold Shares being de-listed from the TSXV, the last day prior to the Effective Date on which the Reunion Gold Shares are traded on the TSXV;
- (vvv) **"Reunion Gold Meeting"** means the annual and special meeting, or special meeting, of the Reunion Gold Shareholders and holders of Reunion Gold Options, including any adjournment or postponement thereof in accordance with the terms of the Arrangement Agreement, to be called and held: (i) to consider the Reunion Gold Arrangement Resolution, (ii) at Reunion Gold's Option, to consider annual meeting matters consistent with past practice and (iii) for any other purposes as may be set out in the Reunion Gold Circular and as agreed to in writing by the Principal parties, each acting reasonably;
- (www) **"Reunion Gold Options"** means options to purchase Reunion Gold Shares granted pursuant to the Reunion Gold Share Option Plan which are outstanding immediately prior to the Effective Time;
- (xxx) **"Reunion Gold Portion"** means the difference, calculated to six decimal places, obtained when (i) the Spinco Portion, is deducted from (ii) one;
- (yyy) **"Reunion Gold Securities"** means, collectively, the Reunion Gold Shares, the Reunion Gold Class A Shares, the Reunion Gold Class B Shares and the Reunion Gold Convertible Securities;

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- (zzz) "**Reunion Gold Share Exchange Value**" means the amount, in dollars, equal to the one-day volume-weighted average trading price of a Reunion Gold Share on the TSXV on the Reunion Gold Measurement Date;
- (aaaa) "**Reunion Gold Share Option Plan**" means the amended and restated share option plan of Reunion Gold dated June 9, 2022, as amended from time to time;
- (bbbb) "**Reunion Gold Shareholders**" means the holders of Reunion Gold Shares;
- (cccc) "**Reunion Gold Shares**" means the common shares in the capital of Reunion Gold immediately prior to the Effective Time;
- (dddd) "**Reunion Gold Warrants**" means the outstanding warrants to purchase Reunion Gold Shares pursuant to the warrant indenture dated July 8, 2022 between Reunion Gold and Computershare Trust Company of Canada, as warrant agent, and the warrant certificates issued by Reunion Gold to each of Paradigm Capital Inc. and Fidelity Clearing Canada in trust for Goodman & Company, Investment Counsel Inc. on July 8, 2022;
- (eeee) "**Spinco**" means Greenheart Gold Inc. (formerly 15963982 Canada Inc.), a corporation existing under the federal laws of Canada;
- (ffff) "**Spinco Assets**" means the assets listed in Schedule F to the Arrangement Agreement;
- (gggg) "**Spinco Consideration Shares**" has the meaning ascribed thereto in Section 2.03(c) of this Plan of Arrangement;
- (hhhh) "**Spinco Exchange Ratio**" means 0.05 of a Spinco Share;
- (iiii) "**Spinco Liabilities**" means all of the liabilities of Spinco or any of its subsidiaries, contingent or otherwise, including all liabilities or obligations in respect of the Spinco Assets and all Indemnified Liabilities;
- (jjjj) "**Spinco Measurement Date**" means (i) the first day following the Effective Time (which, for the avoidance of doubt, shall include the Effective Date) on which both the Reunion Gold Shares and Spinco Shares, are traded on an Applicable Stock Exchange, whether such trading occurs on an "if, as and when issued" basis or on a "regular" basis, or (ii) if the condition in clause (i) is not satisfied prior to the Reunion Gold Shares being de-listed from the TSXV, the first day following the Effective Time on which the Spinco Shares are traded on an Applicable Stock Exchange, whether such trading occurs on an "if, as and when issued" basis or on a "regular" basis, or (iii) if the Spinco Shares are not listed on an Applicable Stock Exchange within two (2) Business Days following the Effective Date, the Reunion Gold Measurement Date;
- (kkkk) "**Spinco Portion**" means the quotient, calculated to six decimal places, obtained when (i) the Spinco Share Exchange Value, is divided by (ii) the Reunion Gold Share Exchange Value;

(llll) "**Spinco Share Exchange Value**" means:

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- (i) the amount, in dollars, equal to (x) the one-day volume-weighted average trading price of a Spinco Share on an Applicable Stock Exchange on the Spinco Measurement Date, multiplied by (y) the Spinco Exchange Ratio; or
  - (ii) if the Spinco Shares are not listed on an Applicable Stock Exchange within two (2) Business Days following the Effective Date, the amount, in dollars, equal to (x) the one-day volume-weighted average trading price of a Reunion Gold Share as of the last day prior to the Effective Date on which the Reunion Gold Shares are traded on the TSXV, minus (y) the amount equal to: (A) the one-day volume-weighted average trading price of a GMIN Share as of the last day prior to the Effective Date on which the Reunion Gold Shares are traded on the TSXV, multiplied by (B) the Reunion Gold Exchange Ratio, divided by (C) the GMIN Exchange Ratio, provided that in no event shall the Spinco Share Exchange Value under this clause (ii) be less than \$0.001;
- (mmmm) “**Spinco Shares**” means the common shares in the share capital of Spinco;
- (nnnn) “**Tax Act**” means the *Income Tax Act* (Canada);
- (oooo) “**U.S. Securities Act**” means the United States Securities Act of 1933; and
- (pppp) “**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

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

#### **Section 1.02 Interpretation Not Affected by Headings**

The division of this Plan of Arrangement into Articles, Sections, paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement.

#### **Section 1.03 Number and Gender**

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

#### **Section 1.04 Date for any Action**

Unless otherwise expressly stated, if the date on or by which any action is required or permitted to be taken hereunder by a Party is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.


#### **Section 1.05 Statutory References**

Unless otherwise expressly stated, any reference to a statute refers to such statute, or successor thereto, and all rules, resolutions, published policies and regulations made under it, or its successor,

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respectively, as it or its successor, or they, may have been or may from time to time be amended or re-enacted.

#### **Section 1.06 Currency**

Unless otherwise expressly stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada and "\$" refers to Canadian dollars.

#### **Section 1.07 Governing Law**

This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the laws of Canada applicable therein. All questions as to the interpretation or application of this Plan of Arrangement and all proceedings taken in connection with this Plan of Arrangement shall be subject to the exclusive jurisdiction of the Courts of the Province of Ontario.

#### **Section 1.08 Time References**

All references to time are to Toronto, Ontario time.

### **ARTICLE 2** **ARRANGEMENT**

#### **Section 2.01 Arrangement Agreement**

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, and forms part of, the Arrangement Agreement. If there is any inconsistency or conflict between the provisions of this Plan of Arrangement and the provisions of the Arrangement Agreement, the provisions of this Plan of Arrangement shall govern.

#### **Section 2.02 Binding Effect**

This Plan of Arrangement constitutes an arrangement as referred to in section 192 of the CBCA. This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificates of Arrangement, shall become effective at, and be binding upon (i) Reunion Gold, (ii) GMIN, (iii) Spinco, (iv) all holders of Reunion Gold Securities (including Dissenting Reunion Gold Shareholders), (v) all holders of GMIN Securities (including Dissenting GMIN Shareholders), (vi) New Parent and (vi) the Depositary, without any further act or formality required on the part of any Person, except as expressly provided herein.

#### **Section 2.03 Arrangement**

The following events shall occur and shall be deemed to occur sequentially as set out below, and, except as otherwise set forth herein, without any further authorization, act or formality, in each case, unless stated otherwise, effective as at two-minute intervals starting at the Effective Time:

- (a) subject to Section 3.01 of this Plan of Arrangement, each Reunion Gold Share held by a Dissenting Reunion Gold Shareholder in respect of which Dissent Rights have been validly

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exercised shall, without any further act or formality by or on behalf of the Dissenting Reunion Gold Shareholder, be deemed to be assigned and transferred by the Dissenting Reunion Gold Shareholder to Reunion Gold and thereupon cancelled in consideration for a debt claim against Reunion Gold for the amount determined under Article 3 of this Plan of Arrangement, and:

- (i) such Dissenting Reunion Gold Shareholder shall cease to be the holder of such Reunion Gold Shares and shall cease to have any rights as a Reunion Gold Shareholder other than the right to be paid the fair value of such Reunion Gold Shares in accordance with this Plan of Arrangement;
  - (ii) the name of each Dissenting Reunion Gold Shareholder shall be removed as the holder of such Reunion Gold Shares from the register of Reunion Gold Shareholders as of the Effective Time; and
  - (iii) each Dissenting Reunion Gold Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to assign and transfer such Reunion Gold Share in accordance with this Section 2.03(a);
- (b) subject to Section 3.01 of this Plan of Arrangement and concurrent with Section 2.03(a) of this Plan of Arrangement, each GMIN Share held by a Dissenting GMIN Shareholder in respect of which Dissent Rights have been validly exercised shall, without any further act or formality by or on behalf of the Dissenting GMIN Shareholder, be deemed to be assigned and transferred by the Dissenting GMIN Shareholder to GMIN and thereupon cancelled in consideration for a debt claim against GMIN for the amount determined under Article 3 of this Plan of Arrangement, and:
- (i) such Dissenting GMIN Shareholder shall cease to be the holder of such GMIN Shares and shall cease to have any rights as a GMIN Shareholder other than the right to be paid the fair value of such GMIN Shares in accordance with this Plan of Arrangement;
  - (ii) the name of each Dissenting GMIN Shareholder shall be removed as the holder of such GMIN Shares from the register of GMIN Shareholders as of the Effective Time; and
  - (iii) each Dissenting GMIN Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to assign and transfer such GMIN Share in accordance with this Section 2.03(b);
- (c) the transactions contemplated by the Contribution and Conveyance Agreement shall become effective and pursuant thereto, Reunion Gold shall assign and transfer to Spinco, and Spinco shall accept, the Spinco Assets and the Spinco Liabilities on the terms and conditions set out in the Contribution and Conveyance Agreement in consideration for the issuance by Spinco to Reunion Gold of such number of fully paid and non-assessable Spinco Shares as would result in Reunion Gold holding after completion of the last step

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in this Section 2.03, 19.9% of the outstanding Spinco Shares (the “**Spinco Consideration Shares**”);

- (d) Reunion Gold shall undertake a reorganization of capital within the meaning of section 86 of the Tax Act, which shall occur in the following order:
- (i) the articles of Reunion Gold shall be amended: (x) to rename and redesignate the Reunion Gold Shares as “Class A Common Shares”; (y) to replace all references to “Common Shares” in the articles of Reunion Gold with a reference to “Class A Common Shares”; and (z) to provide for the following rights, privileges, restrictions and conditions in respect of the Reunion Gold Class A Shares:
- (A) entitlement to one vote per Reunion Gold Class A Share at all meetings of shareholders of Reunion Gold, except meetings at which only holders of a specified class of shares are entitled to vote;
- (B) entitlement to receive, subject to the rights of the holders of any other class of shares entitled to receive dividends in priority to the Reunion Gold Class A Shares, any dividend declared by Reunion Gold, if, as and when declared by the Reunion Gold board of directors out of the assets of Reunion Gold properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the Reunion Gold board of directors may from time-to-time determine; provided the Reunion Gold board of directors may in its sole discretion declare dividends on the Reunion Gold Class A Shares to the exclusion of any other class of shares of Reunion Gold; and
- (C) entitlement to receive, *pari passu* with the holders of Reunion Gold Class B Shares and subject to the rights of the holders of any other class of shares of Reunion Gold in priority to the Reunion Gold Class A Shares, the remaining property of Reunion Gold in the event of the liquidation, dissolution or winding up of Reunion Gold or other distribution of assets of Reunion Gold among its shareholders for the purposes of winding-up its affairs, whether voluntary or involuntary;
- (ii) concurrent with Section 2.03(d)(i) of this Plan of Arrangement, the articles of Reunion Gold shall be amended to create a new class of shares consisting of an unlimited number of Reunion Gold Class B Shares, having the following rights, privileges, restrictions and conditions attaching thereto:
- (A) entitlement to one vote per Reunion Gold Class B Share at all meetings of shareholders of Reunion Gold, except meetings at which only holders of a specified class of shares are entitled to vote;
- (B) entitlement to receive, subject to the rights of the holders of any other class of shares entitled to receive dividends in priority to the Reunion Gold Class B Shares, any dividend declared by Reunion Gold, if, as and when declared by the Reunion Gold board of directors out of the assets of Reunion Gold

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properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the Reunion Gold board of directors may from time-to-time determine; provided the Reunion Gold board of directors may in its sole discretion declare dividends on the Reunion Gold Class B Shares to the exclusion of any other class of shares of Reunion Gold; and

- (C) entitlement to receive, *pari passu* with the holders of Reunion Gold Class A Shares and subject to the rights of the holders of any other class of shares of Reunion Gold in priority to the Reunion Gold Class B Shares, the remaining property of Reunion Gold in the event of the liquidation, dissolution or winding up of Reunion Gold or other distribution of assets of Reunion Gold among its shareholders for the purposes of winding-up its affairs, whether voluntary or involuntary;
- (iii) each holder of any Reunion Gold Option that is outstanding immediately prior to the Effective Time will simultaneously, without any further action by or on behalf of a holder of Reunion Gold Options:
- (A) be deemed to have disposed of, the Reunion Gold Portion of each such Reunion Gold Option held by such holder immediately prior to the Effective Time to Reunion Gold, free and clear of all Liens, and as the sole consideration therefor Reunion Gold will grant to such holder an option, pursuant to and in accordance with the terms of the Reunion Gold Share Option Plan, to purchase a Reunion Gold Class A Share (each, a **"Replacement Reunion Gold Option"**), which Replacement Reunion Gold Option will (w) have an exercise price (which shall be rounded to the nearest whole cent, with 0.5 being rounded upwards) equal to the product obtained when the exercise price payable to acquire a Reunion Gold Share under the Reunion Gold Option of which the Reunion Gold Portion is disposed of by such holder pursuant to this Section 2.03(d)(iii)(A) is multiplied by the Reunion Gold Portion, (x) have the same expiry date as the expiry date of such Reunion Gold Option, (y) with respect to holders whose compensatory options are subject to tax under the Code, not provide additional benefits to the extent precluded under U.S. Treasury Regulation Section 1.409A-1(b)(5)(v)(f), and (z) may not be exercised prior to the day immediately following the Spinco Measurement Date; and
- (B) be deemed to have disposed of, the Spinco Portion of each such Reunion Gold Option held by such holder immediately prior to the Effective Time to Spinco, free and clear of all Liens, and as the sole consideration therefor Spinco will grant to such holder an option to purchase a Fractional Spinco Share (a **"Replacement Spinco Option"**), which Replacement Spinco Option will (w) have an exercise price (which shall be rounded to the nearest whole cent, with 0.5 being rounded up) for such Fractional Spinco Share equal to the product obtained when the exercise price payable to acquire a Reunion Gold Share under the Reunion Gold Option of which the Spinco

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Portion is disposed of by such holder pursuant to this Section 2.03(d)(iii)(B) is multiplied by the Spinco Portion, (x) have the same expiry date as the expiry date of such Reunion Gold Option, (y) with respect to holders whose compensatory options are subject to tax under the Code, not provide additional benefits to the extent precluded under U.S. Treasury Regulation Section 1.409A-1(b)(5)(v)(f), and (z) may not be exercised prior to the day immediately following the Spinco Measurement Date,

such that, for each Reunion Gold Share that a holder would have been entitled to acquire pursuant to a Reunion Gold Option, the holder will instead be entitled to acquire one Reunion Gold Class A Share pursuant to the corresponding Replacement Reunion Gold Option and Fractional Spinco Share pursuant to the corresponding Replacement Spinco Option, and upon such disposition and exchange each Reunion Gold Option will be cancelled and terminated. For greater certainty, the exchange of the Reunion Gold Options pursuant to this Section 2.03(d)(iii) is intended to be governed by subsection 7(1.4) of the Tax Act such that the exercise price of the Replacement Reunion Gold Options or the Replacement Spinco Options, as the case may be, will be increased such that the aggregate In-The-Money Amount of the Replacement Reunion Gold Options and Replacement Spinco Options immediately after the exchange does not exceed the In-The-Money Amount of the Reunion Gold Options immediately prior to the exchange and, with respect to holders whose compensatory Reunion Gold Options are subject to tax under the Code, in a manner that complies with U.S. Treasury Regulation Section 1.409 A-1(b)(5)(v)(D), and this Section 2.03(d)(iii) shall be applied and construed in accordance with such intention;

(iv) in the course of the capital reorganization of Reunion Gold, each Reunion Gold Class A Share held by any Non-Electing Reunion Gold Shareholder before the reorganization of Reunion Gold's share capital pursuant to this Section 2.03(d)(iv) shall, without any further action by or on behalf of such Non-Electing Reunion Gold Shareholder, be deemed to be assigned and transferred by the holder thereof to Reunion Gold, free and clear of all Liens, in exchange for one Reunion Gold Class B Share and a Fractional Spinco Share, and such Reunion Gold Class A Share shall thereupon be cancelled, and:

(A) each former Non-Electing Reunion Gold Shareholder shall cease to be a holder of Reunion Gold Class A Shares and the name of such holder shall be removed as the holder of such Reunion Gold Class A Shares from the register of Reunion Gold Class A Shareholders at such time;

(B) each former Non-Electing Reunion Gold Shareholder shall be the holder of the Reunion Gold Class B Shares to which such holder is entitled to receive in accordance with this Section 2.03(d)(iv) in exchange for the Reunion Gold Class A Shares held by such former Non-Electing Reunion Gold Shareholder on the Effective Date, free and clear of all Liens and shall be entered in the register of holders of Reunion Gold Class B Shares maintained by or on behalf of Reunion Gold;

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- (C) Reunion Gold shall be removed from Spinco's register of holders of Spinco Shares in respect of the Spinco Consideration Shares distributed to former Non-Electing Reunion Gold Shareholders, and each such Non-Electing Reunion Gold Shareholder shall be entered in the register of holders of Spinco Shares maintained by or on behalf of Spinco in respect of the Spinco Consideration Shares which such holder is entitled to receive in accordance with this Section 2.03(d)(iv);
- (D) the stated capital account maintained by Reunion Gold in respect of the Reunion Gold Class A Shares shall be reduced the amount obtained by multiplying (x) the stated capital in respect of the Reunion Gold Class A Shares immediately prior to the exchange contemplated by this Section 2.03(d)(iv) by (y) the proportion of the Reunion Gold Class A Shares exchanged pursuant to this Section 2.03(d)(iv) to the total outstanding Reunion Gold Class A Shares immediately prior to such exchange; and
- (E) there shall be added to the stated capital account maintained by Reunion Gold in respect of the Reunion Gold Class B Shares, the amount equal to (x) the amount by which the stated capital account maintained in respect of the Reunion Gold Class A Shares was reduced pursuant to Section 2.03(d)(iv)(D) of this Plan of Arrangement, less (y) the fair market value of the Spinco Consideration Shares distributed to former Non-Electing Reunion Gold Shareholders in accordance with this Section 2.03(d)(iv);
- (v) the stated capital maintained by Reunion Gold in respect of, and in consideration for, the Reunion Gold Class A Shares shall be reduced by such amount as is required to distribute a Fractional Spinco Share on each Reunion Gold Class A Share then outstanding (which amount, for greater certainty, shall be equal to the fair market value of the Fractional Spinco Shares to be distributed pursuant to this Section 2.03(d)(v)), and as a consequence of such reduction of stated capital, each Electing Reunion Gold Shareholder shall receive a Fractional Spinco Share as a return of stated capital in respect of each Reunion Gold Class A Share held by such Electing Reunion Gold Shareholder, and:
  - (A) Reunion Gold shall be removed from Spinco's register of holders of Spinco Shares in respect of the Spinco Consideration Shares distributed to Electing Reunion Gold Shareholders, and each such Electing Reunion Gold Shareholder shall be entered in the register of holders of Spinco Shares maintained by or on behalf of Spinco in respect of the Spinco Consideration Shares which such holder is entitled to receive in accordance with this Section 2.03(d)(v);

(e) each Reunion Gold Class A Share and Reunion Gold Class B Share held by a Reunion Gold Class A Shareholder and Reunion Gold Class B Shareholder, respectively, shall, without any further act or formality by or on behalf of such Reunion Gold Class A

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Shareholder and Reunion Gold Class B Shareholder, as applicable, be deemed to be assigned and transferred by the holder thereof to New Parent solely in exchange for the issuance by New Parent of such number of New Parent Shares equal to the Reunion Gold Exchange Ratio, and:

- (ii) such Reunion Gold Class A Shareholder shall cease to be the holder of such Reunion Gold Class A Shares and such Reunion Gold Class B Shareholder shall cease to be the holder of such Reunion Gold Class B Shares, and each such Reunion Gold Class A Shareholder and Reunion Gold Class B Shareholder shall cease to have any rights as a holder of Reunion Gold Class A Shares or Reunion Gold Class B Shares, as applicable, other than the right to the New Parent Shares pursuant to this Section 2.03(e);
- (iii) the name of such Reunion Gold A Shareholder and Reunion Gold Class B Shareholder, as applicable, shall be removed as the holder of such Reunion Gold Class A Shares or Reunion Gold Class B Shares, as applicable, from the register of the Reunion Gold A Shareholder and Reunion Gold Class B Shareholder, as applicable, as of the Effective Time;
- (iv) each holder of Reunion Gold Class A Shares and each of holder Reunion Gold Class B Shares shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to assign and transfer such Reunion Gold Class A Shares or Reunion Gold Class B Shares, as applicable, in accordance with this Section 2.03(e); and
- (v) New Parent shall be deemed to be the transferee of such Reunion Gold Class A Shares and Reunion Gold Class B Shares free and clear of all Liens and shall be entered in the register of the holders of Reunion Gold Class A Shares and Reunion Gold Class B Shares, as applicable, maintained by or on behalf of Reunion Gold;
- (f) concurrent with the assignments and transfers of Reunion Gold Class A Shares and Reunion Gold Class B Shares in Section 2.03(e) of this Plan of Arrangement, each GMIN Share held by a GMIN Shareholder shall, without any further act or formality by or on behalf of the GMIN Shareholders, be deemed to be assigned and transferred by the holder thereof to New Parent solely in exchange for the issuance by New Parent of such number of New Parent Shares equal to the GMIN Exchange Ratio, and:
  - (i) such GMIN Shareholder shall cease to be the holder of such GMIN Shares and shall cease to have any rights as a GMIN Shareholder other than the right to the New Parent Shares pursuant to this Section 2.03(f);
  - (ii) the name of each GMIN Shareholder shall be removed as the holder of such GMIN Shares from the register of GMIN Shareholders as of the Effective Time;
  - (iii) each GMIN Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to assign and transfer such GMIN Shares in accordance with this Section 2.03(f); and

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- (iv) New Parent shall be deemed to be the transferee of such GMIN Shares free and clear of all Liens and shall be entered in the register of holders of the GMIN Shares maintained by or on behalf of GMIN;
- (g) concurrent with Section 2.03(f) of this Plan of Arrangement:
- (i) each Replacement Reunion Gold Option issued to a holder of Reunion Gold Options pursuant to Section 2.03(d)(iii)(A) of this Plan of Arrangement and GMIN Option outstanding at the Effective Time shall be assumed by New Parent and exchanged immediately after the completion of the events described in Section 2.03(d) of this Plan of Arrangement for a Replacement Option to purchase that number of New Parent Shares equal to the product of the Reunion Gold Exchange Ratio or the GMIN Exchange Ratio, as applicable, multiplied by the number of Reunion Gold Class A Shares or GMIN Shares subject to such Replacement Reunion Gold Option or GMIN Option, respectively, rounded down to the nearest whole share (with no fractional New Parent Shares being issued), and at an exercise price per New Parent Share equal to the exercise price per Reunion Gold Class A Share or GMIN Share subject to such Replacement Reunion Gold Option or GMIN Option, as applicable, divided by the Reunion Gold Exchange Ratio or the GMIN Exchange Ratio, respectively, rounded up to the nearest penny (with the term to expiry, conditions to and manner of exercising, vesting schedule, and all other terms and conditions of such Replacement Option being substantially similar to the applicable Replacement Reunion Gold Option or GMIN Option for which it was exchanged, as adjusted to take into account the Arrangement pursuant to the terms of the applicable Reunion Gold Incentive Plan or GMIN Incentive Plan; provided, however, that Replacement Options issued for Replacement Reunion Gold Options shall continue to be exercisable for a term until the earlier of (i) the original ultimate expiry date of such Replacement Reunion Gold Option and (ii) the later of 12 months immediately following the Effective Time, and such term as is provided under the Reunion Gold Option Plan or and any other applicable agreement between such holders of Replacement Reunion Gold Options and Reunion Gold governing the terms of the Replacement Reunion Gold Option. Notwithstanding any of the foregoing, in respect only of holders of Replacement Reunion Gold Options and GMIN Options whom are resident in Canada (within the meaning of the Tax Act) or who received their Replacement Reunion Gold Options or GMIN Options, as applicable, in respect of the performance of duties of an office or employment in Canada (for the purposes of the Tax Act), it is intended that the provisions of subsection 7(1.4) of the Tax Act apply to the exchange of a Replacement Reunion Gold Option for a Replacement Option and Replacement Spinco Option, and the exchange of GMIN Option for a Replacement Option;
- (ii) other than as set forth in this Plan of Arrangement, all terms and conditions of each Replacement Option including the term to expiry, vesting, conditions to and manner of exercising and settlement, shall be substantially similar to the terms and conditions of the Replacement Reunion Gold Option or GMIN Option for which such Replacement Option was exchanged, and any certificate, agreement, document or instrument previously evidencing such Replacement Reunion Gold

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Option or GMIN Option shall thereafter evidence and be deemed to evidence such Replacement Option; and

- (iii) the obligations of each of Reunion Gold and GMIN in respect of, as applicable, Replacement Reunion Gold Options and GMIN Options, in either case outstanding as at the Effective Time, shall continue as obligations of New Parent immediately following the Effective Time, as adjusted or amended;
- (h) the corporate name of GMIN shall be changed to "G Mining TZ Corp." and immediately thereafter the corporate name of New Parent shall be changed to "G Mining Ventures Corp."

#### **Section 2.04 No Liens**

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

#### **Section 2.05 No Fractional Consideration**

No fractional New Parent Shares shall be issued to Former Reunion Gold Shareholders or Former GMIN Shareholders and no fractional Spinco Shares shall be issued to Former Reunion Gold Shareholders under this Plan of Arrangement. The number of New Parent Shares to be issued to Former Reunion Gold Shareholders or Former GMIN Shareholders, as applicable, shall be rounded down to the nearest whole New Parent Share in the event that a Former Reunion Gold Shareholder or Former GMIN Shareholder, as applicable, is entitled to a fractional share without any additional compensation in lieu of such fractional share. The number of Spinco Shares to be issued to Former Reunion Gold Shareholders shall be rounded down to the nearest whole Spinco Share in the event that a Former Reunion Gold Shareholder is entitled to a fractional share without any additional compensation in lieu of such fractional share.

#### **Section 2.06 U.S. Tax Matters**

For United States federal (and applicable state and local) income tax purposes, the (a) (i) transfer of Reunion Gold Class A Shares and Reunion Gold Class B Shares in exchange for New Parent Shares and (ii) transfer of GMIN Shares in exchange for New Parent Shares, collectively, is intended to be treated as a transfer of property to New Parent in exchange for stock in New Parent in a transaction governed by Section 351(a) of the Code, (b) the acquisition of the applicable GMIN Securities by New Parent pursuant to the Arrangement is intended to be treated as a "reorganization" within the meaning of Section 368(a) of the Code, (c) the acquisition of the applicable Reunion Gold Securities by New Parent pursuant to the Arrangement is intended to be treated as a "reorganization" within the meaning of Section 368(a) of the Code, and (d) the Agreement and the Plan of Arrangement are intended to constitute a "plan of reorganization" within the meaning of the United States Treasury Regulation Section 1.368-2(g) (the "**Intended U.S. Tax Treatment**"). The Parties (i) agree to report consistently with the Intended U.S. Tax Treatment on their income tax returns and to not take any position for applicable income tax purposes (whether in the conduct of an audit, preparation of tax returns, or otherwise, provided that such position shall not preclude a Party from settling or otherwise resolving an audit) that is inconsistent therewith, and (ii) agree to not take any action or knowingly fail to take any action

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if such action or failure to act would reasonably be expected to prevent the Arrangement from being treated inconsistently with the Intended U.S. Tax Treatment.

### ARTICLE 3 DISSENT RIGHTS

#### Section 3.01 Dissent Rights

Each registered holder of Reunion Gold Shares and each registered holder of GMIN Shares may exercise dissent rights with respect to the Reunion Gold Shares and GMIN Shares, as applicable, held by such Dissenting Reunion Gold Shareholder or Dissenting GMIN Shareholder, as applicable, (the “**Dissent Rights**”) in connection with the Arrangement pursuant to and in the manner set forth in section 190 of the CBCA, as modified by the Interim Order and this Section 3.01; provided that, notwithstanding section 190(5) of the CBCA, the written objection to the Reunion Gold Arrangement Resolution or the GMIN Arrangement Resolution, as applicable, referred to in section 190(5) of the CBCA must be received by Reunion Gold or GMIN, as applicable, not later than 48 hours (excluding Saturday, Sundays and statutory holidays in Montreal, Québec and Toronto, Ontario) prior to the Reunion Gold Meeting or GMIN Meeting, as applicable. Each Reunion Gold Dissenting Shareholder and GMIN Dissenting Shareholder who duly exercises its Dissent Rights in accordance with this Section 3.01, shall be deemed to have transferred all Reunion Gold Shares or GMIN Shares, as applicable, held by such Dissenting Shareholder and in respect of which Dissent Rights have been validly exercised, to Reunion Gold or GMIN, respectively, as provided in Section 2.03(a) or Section 2.03(b) of this Plan of Arrangement, as applicable, and if such Dissenting Shareholder:

- (a) is ultimately entitled to be paid fair value for its Reunion Gold Shares or its GMIN Shares, as applicable, such Dissenting Shareholder: (i) shall be deemed not to have participated in the transactions in Section 2.03 of this Plan of Arrangement (other than Section 2.03(a) or Section 2.03(b) of this Plan of Arrangement, as applicable); (ii) shall be entitled to be paid the fair value of such Reunion Gold Shares by Reunion Gold or such GMIN Shares by GMIN, as applicable, which fair value, notwithstanding anything to the contrary contained in Part XV of the CBCA, shall be determined as of the close of business on the Business Day immediately preceding the date on which the Reunion Gold Arrangement Resolution or GMIN Arrangement Resolution, as applicable, was adopted; and (iii) shall not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement if such Dissenting Shareholder had not exercised its Dissent Rights in respect of such Reunion Gold Shares or the GMIN Shares, as applicable, and such Dissenting Shareholders shall be deemed to have transferred such Reunion Gold Shares or GMIN Shares, as applicable, held by such Dissenting Shareholder to Reunion Gold pursuant to Section 2.03(a) of this Plan of Arrangement and to GMIN pursuant to Section 2.03(b) of this Plan of Arrangement, respectively; or
- (b) ultimately is not entitled, for any reason, to be paid fair value for such Reunion Gold Shares or GMIN Shares, as applicable, such Dissenting Shareholder shall be deemed to have

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Section 2.03(e) of this Plan of Arrangement, in respect of Reunion Gold Shares, and Section 2.03(f) of this Plan of Arrangement, in respect of GMIN Shares, that such Dissenting Shareholder would have received pursuant to the Arrangement if such Dissenting Shareholder had not exercised its Dissent Rights.

### **Section 3.02 Recognition of Dissenting Shareholders**

- (a) In no circumstances shall New Parent, GMIN, Reunion Gold or any other Person be required to recognize a Person exercising Dissent Rights, unless such Person was the registered holder of those Reunion Gold Shares or GMIN Shares, as applicable, on the record date in respect of which such Dissent Rights are sought to be exercised.
- (b) In no circumstances shall New Parent, GMIN, Reunion Gold, Spinco or any other Person be required to recognize any such holders as Reunion Gold Shareholders or GMIN Shareholders, as applicable, after the completion of the transfer under Section 2.03(a) or Section 2.03(b) of this Plan of Arrangement, as applicable, and each Dissenting Shareholder shall cease to be entitled to the rights of a Reunion Gold Shareholder in respect of Reunion Gold Shares, or of a GMIN Shareholder in respect of GMIN Shares, as applicable, in relation to which such Dissenting Shareholder has exercised Dissent Rights and the register of Reunion Gold Shareholders or GMIN, as applicable shall be amended to reflect that such former holder is no longer the holder of such Reunion Gold Shares or GMIN Shares, as applicable, as of and from the Effective Time.
- (c) In addition to any other restrictions under section 190 of the CBCA, none of the following Persons shall be entitled to exercise Dissent Rights: (i) any holder of a Reunion Gold Convertible Security or of a GMIN Convertible Security; (ii) any Reunion Gold Shareholder who votes or has instructed a proxyholder to vote such Reunion Gold Shareholder's Reunion Gold Shares in favour of the Reunion Gold Arrangement Resolution (but only in respect of such Reunion Gold Shares); and (iii) any GMIN Shareholder who votes or has instructed a proxyholder to vote such GMIN Shareholder's GMIN Shares in favour of the GMIN Arrangement Resolution (but only in respect of such GMIN Shares).

## **ARTICLE 4**

### **REUNION GOLD WARRANTS AND GMIN WARRANTS**

#### **Section 4.01 Reunion Gold Warrants**

- (a) Each holder of a Reunion Gold Warrant, to the extent the holder of such Reunion Gold Warrant has not exercised its rights of acquisition thereunder prior to the Effective Time, shall, upon the exercise of such rights, be entitled to be issued and receive upon payment of the original exercise price as set forth in such Reunion Gold Warrant, as adjusted and in accordance with the terms of such Reunion Gold Warrant: (A) such number of New Parent Shares as is equal to the Reunion Gold Exchange Ratio for each Reunion Gold Share that was issuable upon due exercise of the Reunion Gold Warrant immediately prior to the Effective Time; and (B) a Fractional Spinco Share for each Reunion Gold Share that was issuable upon due exercise of such Reunion Gold Warrant immediately prior to the

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Effective Time, and upon the exercise of any Reunion Gold Warrants following the Effective Time:

- (i) Spinco shall, forthwith upon receipt of written notice from Reunion Gold from time to time, issue, as directed by Reunion Gold or New Parent, that number of Spinco Shares as may be required to satisfy the exercise of such Reunion Gold Warrants; and
- (ii) Reunion Gold or New Parent shall, as agent for Spinco, collect from the holder or Computershare Trust Company of Canada, as warrant agent on behalf of such holder of Reunion Gold Warrants, as applicable, and pay to Spinco, as consideration for the issuance of any Spinco Shares referred to in this Article 4 of this Plan of Arrangement, an amount for each Fractional Spinco Share so issued equal to the exercise price under each such Reunion Gold Warrant multiplied by the Spinco Portion; and

each Reunion Gold Warrant shall continue to be governed by and be subject to the terms of such Reunion Gold Warrants, subject to any supplemental indenture, warrant certificate or exercise documents, as applicable, issued or provided by New Parent and Spinco to holders of the Reunion Gold Warrants to facilitate the exercise of the Reunion Gold Warrants and payment of the corresponding portion of the exercise price therefor.

#### **Section 4.02 GMIN Warrants**

- (a) Each holder of a GMIN Warrant, to the extent the holder of such GMIN Warrant has not exercised its rights of acquisition thereunder prior to the Effective Time, shall, upon the exercise of such rights, be entitled to be issued and receive upon payment of the original exercise price as set forth in such GMIN Warrant, as adjusted and in accordance with the terms of such GMIN Warrant such number of New Parent Shares as is equal to the GMIN Exchange Ratio for each GMIN Share that was issuable upon due exercise of the GMIN Warrant immediately prior to the Effective Time, and upon the exercise of any GMIN Warrants following the Effective Time, New Parent shall, forthwith upon receipt of written notice from GMIN from time to time, issue, as directed by GMIN, that number of New Parent Shares as may be required to satisfy the exercise of such GMIN Warrants.
- (b) Each GMIN Warrant shall continue to be governed by and be subject to the terms of such GMIN Warrants, subject to any supplemental indenture, warrant certificate or exercise documents, as applicable, issued or provided by New Parent to holders of the GMIN Warrants to facilitate the exercise of the GMIN Warrants and payment of the exercise price therefor.

### **ARTICLE 5 OTHER GMIN CONVERTIBLE SECURITIES**

#### **Section 5.01 GMIN RSUs and GMIN DSUs**

- (a) Each holder of a GMIN RSU or GMIN DSU, to the extent the holder of such GMIN RSU or GMIN DSU has not exercised, or had exercised, its rights of acquisition thereunder prior

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to the Effective Time, shall, upon the exercise of such rights, be entitled to be issued and receive, at the discretion of GMIN, such number of New Parent Shares as is equal to the GMIN Exchange Ratio for each GMIN Share that was issuable upon due exercise of the GMIN RSU or GMIN DSU, as applicable, immediately prior to the Effective Time, and upon the exercise of any GMIN RSUs or GMIN DSUs following the Effective Time, New Parent shall, forthwith upon receipt of written notice from GMIN from time to time, issue, as directed by GMIN, that number of New Parent Shares as may be required to satisfy the exercise of such GMIN RSUs or GMIN DSUs, as applicable.

- (b) Each GMIN RSU and GMIN DSU shall continue to be governed by and be subject to the terms of the applicable GMIN Incentive Plan, subject to any addendum or grant or vesting documents, as applicable, issued or provided by to holders of the GMIN RSUs and GMIN DSUs, as applicable, to facilitate the settlement of the GMIN RSUs and GMIN DSUs, as applicable.

## ARTICLE 6

### DELIVERY OF New PARENT SHARES AND SPINCO SHARES

#### Section 6.01 Letter of Transmittal

At the time of mailing of the notice of the Reunion Gold Meeting and accompanying management information circular, (a) Reunion Gold shall send a Letter of Transmittal to each Reunion Gold Shareholder and holder of Reunion Gold Options at the address of such Reunion Gold Shareholder or holder of Reunion Gold Options as it appears on the applicable register maintained by or on behalf of Reunion Gold in respect of the Reunion Gold Shares and Reunion Gold Options; and (b) GMIN shall send a Letter of Transmittal to each GMIN Shareholder at the address of such GMIN Shareholder as it appears on the applicable register maintained by or on behalf of GMIN in respect of GMIN Shares.

#### Section 6.02 Election

With respect to the transfer of Reunion Gold Class A Shares made by an Electing Reunion Gold Shareholder pursuant to Section 2.03(d)(v) of this Plan of Arrangement:

- (a) each Non-Resident Reunion Gold Shareholder making an Opt-Out Election shall, by depositing with the Depositary not less than 48 hours (excluding Saturday, Sundays and statutory holidays in Montreal, Québec and Toronto, Ontario) prior to the Reunion Gold Meeting (the "**Election Deadline**"), a duly completed letter of Letter of Transmittal together with the certificates representing all Reunion Gold Shares held before the Effective Time, indicating whether such Non-Resident Reunion Gold Shareholder elects to have the provisions of Section 2.03(d)(iv) of this Plan of Arrangement apply to such Non-Resident Reunion Gold Shareholder;
- (b) any Non-Resident Reunion Gold Shareholder who does not deposit with the Depositary a duly completed Letter of Transmittal prior to the Election Deadline other otherwise fails to fully comply with the requirements of Section 6.02(a) of this Plan of Arrangement shall be deemed to have not made the Opt-Out Election.

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- (c) any deposit of a Letter of Transmittal and accompanying certificate(s) representing Reunion Gold Shares may be made at the address of the Depositary specified in the Letter of Transmittal; and
- (d) any registered Reunion Gold Shareholder who holds Reunion Gold Shares as a nominee, custodian, depositary, trustee or in any other representative capacity for beneficial owners of Reunion Gold Shares may submit a separate Letter of Transmittal in accordance with the instructions of such beneficial owner for each such beneficial owner.

**Section 6.03 Delivery of New Parent Shares**

- (a) Following the receipt of the Final Order and prior to the Effective Date, (i) New Parent shall deliver or arrange to be delivered to the Depositary, certificate(s) or other evidence of ownership representing the aggregate number of New Parent Shares to satisfy the Consideration required to be issued to Former Reunion Gold Shareholders and the Former GMIN Shareholders, as applicable, and (ii) Spinco shall deliver or arrange to be delivered to the Depositary, certificate(s) or other evidence of ownership representing the aggregate number of Spinco Consideration Shares to satisfy the Consideration required to be issued to Former Reunion Gold Shareholders, in each case accordance with the provisions of Section 2.03 of this Plan of Arrangement (other than the Dissenting Shareholders).
- (b) Upon surrender to the Depositary for cancellation of a certificate or DRS Advice which immediately prior to the Effective Time represented outstanding Reunion Gold Shares or GMIN Shares that were transferred pursuant to Section 2.03 of this Plan of Arrangement, as applicable, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, such Former Reunion Gold Shareholder or Former GMIN Shareholder, as applicable, shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, certificates or DRS Advices representing the New Parent Shares and Spinco Consideration Shares that the Former Reunion Gold Shareholder is entitled to receive, or the New Parent Shares that the Former GMIN Shareholder is entitled to receive, in each case in accordance with Section 2.03 of this Plan of Arrangement. After the Effective Time, the Depositary shall cause the Consideration to be delivered to the Former Reunion Gold Shareholder and Former GMIN Shareholder, as applicable, as instructed by such holder in the Letter of Transmittal.
- (c) After the Effective Time and until surrendered for cancellation as contemplated by Section 6.03(b) of this Plan of Arrangement, each certificate or DRS Advice, if any, that immediately prior to the Effective Time represented one or more Reunion Gold Shares or GMIN Shares, as applicable, shall be deemed at all times to represent only the right to receive in exchange therefor the Consideration that the holder of such certificate or DRS Advice, if any, is entitled to receive in accordance with Section 2.03 of this Plan of Arrangement.
- (d) For greater certainty, none of the holders of Reunion Gold Convertible Securities shall be entitled to receive any consideration with respect to such Reunion Gold Convertible Securities and none of the holders of GMIN Convertible Securities shall be entitled to

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receive any consideration with respect to such GMIN Convertible Securities, other than the consideration such holder is entitled to receive in accordance with this Plan of Arrangement.

#### **Section 6.04 Lost Certificates**

In the event any certificate, that immediately prior to the Effective Time represented one or more outstanding Reunion Gold Shares or GMIN Shares, as applicable, that were exchanged for New Parent Shares and, in the case of Reunion Gold Shares, Spinco Consideration Shares, in accordance with Section 2.03 of this Plan of Arrangement, 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, a certificate or DRS Advice representing the New Parent Shares and Spinco Consideration Shares, as applicable, that such holder is entitled to receive in accordance with Section 2.03 of this Plan of Arrangement. When authorizing such delivery of a certificate or DRS Advice representing New Parent Shares and Spinco Consideration Shares, as applicable, that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such certificate or DRS Advice representing such New Parent Shares and Spinco Consideration Shares, as applicable, is to be delivered shall, as a condition precedent to the delivery of such New Parent Shares and Spinco Consideration Shares, as applicable, give a bond satisfactory to New Parent or Spinco, as applicable, and the Depositary in such amount as New Parent, Spinco and the Depositary may reasonably direct, or otherwise indemnify New Parent, Spinco and the Depositary in a manner satisfactory to New Parent, Spinco and the Depositary, each acting reasonably, against any claim that may be made against New Parent, Spinco or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

#### **Section 6.05 Distributions with Respect to Unsurrendered Certificates**

No dividend or other distribution declared or made after the Effective Time with respect to New Parent Shares or Spinco Consideration Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate or DRS Advice that, immediately prior to the Effective Time, represented outstanding Reunion Gold Shares or GMIN Shares, as applicable, unless and until the holder of such certificate or DRS Advice shall have complied with the provisions of Section 6.01 or Section 6.04 of this Plan of Arrangement. Subject to applicable law and to Section 6.06 of this Plan of Arrangement, at the time of such compliance, there shall, in addition to the delivery of certificate or DRS Advice representing New Parent Shares and Spinco Consideration Shares, as applicable 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 New Parent Shares or Spinco Consideration Shares, as applicable.

#### **Section 6.06 Withholding Rights**

New Parent, GMIN, Reunion Gold, Spinco and the Depositary shall be entitled to deduct and withhold from all dividends, distributions, other payments or other consideration payable to any Person pursuant to the Arrangement of this Agreement (including, without limitation, any payments to Reunion Gold Shareholders or GMIN Shareholders exercising Dissent Rights) such

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amounts as New Parent, GMIN, Reunion Gold, Spinco or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act, the Code or any provision of any applicable federal, provincial, state, local or foreign Tax law, in each case, as amended. To the extent that such amounts are so deducted, withheld and remitted, such amounts shall be treated for all purposes under this Plan of Arrangement as having been paid to the Person to whom such amounts would otherwise have been paid, provided that such deducted or withheld amounts are actually remitted to the appropriate taxation authority. If any withholding Tax is assessed against and paid by New Parent, GMIN, Reunion Gold, Spinco or the Depositary, then the Person in respect of which such deduction or withholding should have been made shall indemnify and hold harmless such withholding agent from and against such Tax, but only to the extent such Person actually received the amount that should have been deducted or withheld. To the extent the amount required to be deducted or withheld from any consideration payable or otherwise deliverable to any Person hereunder exceeds the amount of cash consideration, if any, otherwise payable to the Person, any of New Parent, GMIN, Reunion Gold, Spinco or the Depositary is hereby authorized to sell or otherwise dispose of any non-cash consideration payable to the Person as is necessary to provide sufficient funds to New Parent, GMIN, Reunion Gold, Spinco or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and New Parent, GMIN, Reunion Gold, Spinco and the Depositary shall notify such Person and remit to such Person any unapplied balance of the net proceeds of such sale. If any withholding Tax is assessed against and paid by New Parent, GMIN, Reunion Gold, Spinco or the Depositary, then the Former Reunion Gold Shareholders or Former GMIN Shareholders, as applicable, in respect of which such deduction or withholding should have been made shall indemnify and hold harmless such withholding agent from and against such Tax, but only to the extent such Former Reunion Gold Shareholders or Former GMIN Shareholders, as applicable, actually received the amount that should have been deducted or withheld.

#### **Section 6.07 U.S. Securities Laws Matters**

Notwithstanding any provision herein to the contrary, this Plan of Arrangement shall be carried out with the intention that all (i) Spinco Consideration Shares, Reunion Gold Class B Shares and New Parent Shares issued to the Reunion Gold Shareholders in exchange for their Reunion Gold Shares, (ii) New Parent Shares issued to GMIN Shareholders in exchange for their GMIN Shares, (iii) Replacement Reunion Gold Options, Replacement Options and Replacement Spinco Options issued to the Reunion Gold Optionholders in exchange for their Reunion Gold Options, and (iv) Replacement Options issued to GMIN Optionholders in exchange for their GMIN Options, pursuant to the Arrangement shall be issued and exchanged in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by section 3(a)(10) thereof and applicable state securities laws, and pursuant to the terms, conditions and procedures set forth in the Arrangement Agreement.

#### **Section 6.08 Extinction of Rights**

To the extent that a Former Reunion Gold Shareholder or Former GMIN Shareholder shall not have complied with the provisions of Section 6.01 or Section 6.04 of this Plan of Arrangement on or before the date that is six years after the Effective Date, then the certificate or DRS Advice which immediately prior to the Effective Date represented outstanding Reunion Gold Shares held by such Former Reunion Gold Shareholder or outstanding GMIN Shares held by such Former

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GMIN Shareholder shall cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against New Parent, GMIN, Reunion Gold, Spinco, the Depositary or any other Person. On such date, the Consideration to which such Former Reunion Gold Shareholder or Former GMIN Shareholder, as applicable, would otherwise have been entitled to receive, together with any distributions or dividends such holder would otherwise have been entitled to receive shall be deemed to have been surrendered for no consideration to New Parent. No Party shall be liable to any Person in respect of any cash or securities which is forfeited to New Parent or delivered to any public official pursuant to any applicable abandoned property or similar Law.

## ARTICLE 7 AMENDMENTS AND WITHDRAWAL

### Section 7.01 Amendments to Plan of Arrangement

- (a) The Parties reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) agreed to in writing by the Parties, (iii) filed with the Court and, if made following the Reunion Gold Meeting or the GMIN Meeting, as applicable, approved by the Court, and (iv) communicated to Reunion Gold Shareholders, holders of Reunion Gold Options and GMIN Shareholders, as applicable, if and as required by the Court or applicable Law.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by New Parent, Reunion Gold and GMIN at any time prior to the Reunion Gold Meeting or the GMIN Meeting provided that the Principal Parties shall have consented thereto in writing (such consent not to be unreasonably withheld, conditioned or delayed) with or without any other prior notice or communication, and, if so proposed and accepted by the Persons voting at the Reunion Gold Meeting and/or the GMIN 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 Reunion Gold Meeting and/or the GMIN Meeting shall be effective only if: (i) it is consented to in writing by the Principal Parties; and (ii) if required by the Court or applicable Law, it is consented to by the Reunion Gold Shareholders, holders of Reunion Gold Options and GMIN Shareholders and/or GMIN Shareholders voting in the manner directed by the Court.
- (d) Notwithstanding Section 7.01(a) of this Plan of Arrangement, the Principal Parties may, at any time following the Effective Time, amend, modify or supplement this Plan of Arrangement without the approval of the Reunion Gold Shareholders, holders of Reunion Gold Options and GMIN Shareholders or the GMIN Shareholders or the Court provided that each amendment, modification or supplement (i) must be set out in writing, (ii) must concern a matter which, in the reasonable opinion of each of the Principal Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement, and (iii) is not adverse to the economic interests of any Former Reunion

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Magistrate

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Gold Shareholder, Former GMIN Shareholders or the holders of Reunion Gold Convertible Securities or the holders of GMIN Convertible Securities immediately prior to the Effective Time.

**Section 7.02 Withdrawal**

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement. Upon termination of this Plan of Arrangement pursuant to the terms of the Arrangement Agreement, no Party shall have any liability or further obligation to the other Party hereunder other than as set out in the Arrangement Agreement.

**ARTICLE 8  
MISCELLANEOUS**

**Section 8.01 Further Assurances**

Notwithstanding that the transactions and events set out herein shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties 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 either of them in order further to document or evidence any of the transactions or events set out herein.

**Section 8.02 Paramountcy**

From and after the Effective Time:

- (a) this Plan of Arrangement shall take precedence and priority over any and all rights related to the Reunion Gold Securities and GMIN Securities issued prior to the Effective Time;
- (b) the rights and obligations of the holders of Reunion Gold Securities and the holders of GMIN Securities and any trustee and transfer agent therefor, shall be solely as provided for in this Plan of Arrangement; and
- (c) 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 the Reunion Gold Securities or GMIN Securities shall be deemed to have been settled, compromised, released and determined without any liability except as set forth herein.

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Court File No. CV-24-00721275-00CL

IN THE MATTER OF AN APPLICATION UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C.  
1985, CHAP. C. C-44, AS AMENDED  
AND IN THE MATTER OF RULES 14.05(2) AND 14.05(3) OF THE RULES OF CIVIL PROCEDURE  
AND IN THE MATTER OF A PROPOSED ARRANGEMENT OF G MINING VENTURES CORP. AND REUNION GOLD  
CORPORATION INVOLVING GREENHEART GOLD INC. (FORMERLY 15963982 CANADA INC.)

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

Proceeding commenced at Toronto

FINAL ORDER

<b>BLAKE, CASSELS &amp; GRAYDON LLP</b> Barristers & Solicitors 199 Bay Street, Suite 4000 Commerce Court West Toronto ON M5L 1A9	<b>STIKEMAN ELLIOTT LLP</b> Barristers & Solicitors 199 Bay Street, Suite 5300 Commerce Court West Toronto, Ontario M5L 1B9
<b>Ryan A. Morris LSO</b> #50831C Tel: (416) 863-2176 ryan.morris@blakes.com	<b>Eliot Kolers LSUC#: 38304R</b> Tel: (416) 869-5637 ekolers@stikeman.com
Lawyers for the Applicant, G Mining Ventures Corp.	Lawyers for the Co- Applicant, Reunion Gold Corporation