

## **G MINING VENTURES CORP.**

### **Omnibus Equity Incentive Plan**

#### **PART 1. PURPOSE**

##### **1.1 Purpose**

The purpose of this Plan is to advance the interests of G Mining Ventures Corp. (the “**Corporation**”) and its Subsidiaries (as defined herein), by enhancing their ability (i) to attract, motivate and retain employees, officers and directors, (ii) to reward them for their contributions to the business, (iii) to encourage them to take into account the long-term financial performance of the business and the creation of shareholder value through their participation in the Corporation’s equity, and (iv) to compensate Consultants (as defined herein).

#### **PART 2. DEFINITIONS AND INTERPRETATION**

##### **2.1 Definitions**

In this Plan:

“**Annual Remuneration**” means all amounts payable to an Eligible Director by the Corporation in respect of the services provided by the Eligible Director to the Corporation in connection with such Eligible Director’s service on the Board in a fiscal year, including without limitation (i) the annual base retainer fee for serving as a director, (ii) the annual retainer fee for serving as a member of a Board committee; (iii) the annual retainer fee for chairing the Board or a Board committee; and (iv) the annual retainer fee for serving as “Lead Director”, which amounts shall, unless otherwise determined by the Board, be payable Quarterly in arrears; provided that “Annual Remuneration” shall not include any amounts received by an Eligible Director as a reimbursement for expenses incurred in attending meetings or any DSUs awarded under section 5.2(4).

“**Applicable Withholding Taxes**” means any taxes, source deductions or other amounts that a G Mining Entity is required by law to withhold from any amounts to be paid or credited or to remit to any governmental entity in connection with the grant or settlement of an Award under this Plan.

“**Award**” means any Deferred Share Unit, Option, Performance Share Unit, Restricted Share Unit or Stock Appreciation Right granted under this Plan.

“**Award Agreement**” means an agreement evidencing an Award, including a DSU Agreement, Option Agreement, PSU Agreement, RSU Agreement or SAR Agreement.

“**Blackout Period**” means a period of time when, pursuant to any policies of the Corporation or other periods as designated by the Corporation, designated Persons may not trade in securities of the Corporation.

“**Board**” means the board of directors of the Corporation.

“**Business Day**” means any day on which the Exchange is open for trading.

“**Cause**” means, for purposes of the Plan, (i) if the Participant has a written employment agreement with a G Mining Entity, “cause”, “just cause”, “serious reason” or any other similar term as defined in that agreement, or (ii) if there is no such agreement or definition, means:

- (a) the willful failure by the Participant to perform their duties with respect to a G Mining Entity;

- (b) theft, fraud, dishonesty or misconduct by the Participant involving the property, business or affairs of a G Mining Entity or in carrying out of the Participant's duties with respect to a G Mining Entity;
- (c) the material breach by the Participant of their employment agreement, including the policies of the Corporation or a G Mining Entity;
- (d) the Participant is convicted of or pleads guilty (or "no contest") to a crime that constitutes an indictable offence or felony; or
- (e) any conduct or behaviour which would entitle an employer to terminate the Participant's employment without notice or payment in lieu of notice.

**"Change of Control"** means:

- (a) the acceptance of an offer by a sufficient number of holders of voting securities in the capital of the Corporation so that the offeror, together with Persons acting jointly or in concert with the offeror, becomes entitled, directly or indirectly, to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Corporation (provided that prior to the offer, the offeror or a Person who Controlled or was under common Control with the offeror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Corporation);
- (b) the completion of a plan of arrangement, consolidation, reorganization, merger or amalgamation of the Corporation with or into any other entity, or other transaction resulting in the exchange of the outstanding shares of the Corporation for securities or other consideration issued or caused to be issued by the acquiring entity or its Subsidiaries, in each case, whereby the voting securityholders of the Corporation immediately prior to the arrangement, consolidation, reorganization, merger or amalgamation or other exchange of the outstanding shares of the Corporation receive 50% or less of the voting rights attaching to the outstanding voting securities of the arranged, consolidated, reorganized, merged or amalgamated entity; or
- (c) the completion of a sale, lease, transfer or other disposition, in a single transaction or series of related transactions, whereby all or substantially all of the undertakings and assets of the Corporation and its Subsidiaries, on a consolidated basis, become the property of any entity which is not a Subsidiary of the Corporation or a Person who Controlled or was under common Control with the Corporation immediately prior to the transaction or first transaction in the series of transactions, as applicable; and

for greater certainty, unless otherwise determined by the Board, a Change of Control will not include any transaction where the voting securityholders of the Corporation immediately prior to the transaction hold 50% or less of the voting rights attaching to the outstanding voting securities in the capital of the Corporation immediately following the transaction as a result of the Corporation's issuance from treasury of voting securities or securities convertible into voting securities.

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

**"Committee"** means the Remuneration & Nomination Committee of the Board or any other committee of the Board that the Board may designate to administer this Plan.

**"Common Shares"** means the common shares of the Corporation.

**"Consultant"** means a Person (other than employee, officer or director of the Corporation or a Subsidiary) that:

- (a) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to a Subsidiary of the Corporation, other than services provided in relation to a distribution (as such term is defined in the *Securities Act* (Quebec));
- (b) provides the services under a written contract between the Corporation or the Subsidiary of the Corporation and the Person; and
- (c) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Subsidiary of the Corporation.

**“Control”** means:

- (a) when applied to the relationship between a Person and another Person, the beneficial ownership by that first Person, directly or indirectly, of voting securities in such second Person entitling the holder to exercise control and direction in fact over the activities of such second Person, including by way of electing a majority of the members of the board of the second Person; and
- (b) notwithstanding the foregoing, when applied to the relationship between a Person and a partnership, limited partnership or joint venture, means the contractual right to direct the affairs of the partnership, limited partnership or joint venture; and

provided that a Person who Controls a second Person will be deemed to Control a third Person which is Controlled by such second Person and so on.

**“Corporation”** means G Mining Ventures Corp.

**“Date of Grant”** means the effective date of grant of an Award as set out in the Award Agreement governing the Award, provided that, in the case of an Option or a SAR such date shall not be earlier than the date on which the grant of the Option or SAR was approved by the Board.

**“Deferred Share Unit”** or **“DSU”** means an Award described in section 5.1.

**“Disability”** means a Participant’s long-term disability, as determined by the Board.

**“DSU Agreement”** means an agreement, substantially in the form of Schedule A, between the Corporation and a Participant evidencing an Award of DSUs.

**“DSU Termination Date”** means the first date on which a Participant who holds DSUs no longer holds any position as an officer, employee, or director of the Corporation, any of its Subsidiaries or any corporation with which the Corporation does not deal at arm’s length.

**“Eligible Director”** means a non-executive director of G Mining Entity who is not otherwise an employee of a G Mining Entity

**“Eligible Person”** means an employee, officer or director of, or a Consultant to, a G Mining Entity.

**“Exchange”** means the Toronto Stock Exchange or any other stock exchange on which the Common Shares are listed and posted for trading or quoted.

**“Fair Market Value”** on any date of a Common Share, DSU, PSU or RSU means:

- (a) if the Common Shares are listed on an Exchange, the volume-weighted average trading price of the Common Shares on the Exchange with the greatest volume of trading over the applicable period, for the five trading days before the relevant date or, if there is no reported sale price at which the Common Shares traded on an Exchange during such period, the average of the closing bid and ask prices (on the Exchange with the narrowest such bid-ask spread) for the trading day immediately before the relevant date; and
- (b) if the Common Shares are not listed on an Exchange, the value of a Common Share as determined by the Board in good faith.

**"Filing Date"** has the meaning attributed to it in subsection 5.5(1).

**"G Mining Entity"** means any of the Corporation and any of its Subsidiaries.

**"Insider"** has the meaning set forth in the applicable rules of the Exchange.

**"In-The-Money Amount"** means the product of (i) the amount by which the Fair Market Value of the Common Shares on the date a SAR is exercised or settled exceeds the SAR Base Amount, and (ii) the number of Common Shares under the Options to which the SARs relate, or specified in the SAR Agreement in the case of SARs granted on a standalone basis without reference to Options.

**"Notice of Exercise"** means a notice, substantially in the form of Schedule B1.

**"Option"** means an Award described in section 6.1.

**"Option Agreement"** means an agreement, substantially in the form of Schedule B, between the Corporation and a Participant evidencing an Award of Options.

**"Option Exercise Price"** means the price at which a Common Share may be acquired on exercise of an Option.

**"Option Expiry Date"** has the meaning attributed to it in subsection 6.3(1).

**"Original Statements"** has the meaning attributed to it in paragraph 14.3(d).

**"Outstanding Issue"** means the number of Common Shares issued and outstanding from time to time (on a non-diluted basis).

**"Participant"** means any Eligible Person to whom an Award has been granted.

**"Performance Goals"** means the goals established by the Board (based on one or more Performance Measures) as part of the terms of an Award.

**"Performance Measures"** means the measures (other than the mere continuation of employment or passage of time) established by the Board to determine the Performance Goals to be achieved in respect of an Award, which may include, inter alia, measures related to financial or operational matters at the Corporation, a Subsidiary of the Corporation, or the Corporation and one or more of its Subsidiaries, shareholder returns and individual performance criteria.

**"Performance Period"** means the period established by the Board for which the achievement of Performance Goals is assessed or determined.

**"Performance Share Unit"** or **"PSU"** means an Award described in section 7.1.

**“Performance Vesting Conditions”** means any Performance Goals established by the Board as conditions to the vesting of Awards.

**“Person”** means an individual, corporation, company, cooperative, sole proprietorship, partnership, limited partnership, limited liability partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, trust, trustee, executor, administrator, legal personal representative, estate, unincorporated association, organization or syndicate, entity with juridical personality or governmental authority or body, or other entity, whether or not having legal status, however designated or constituted, and pronouns which refer to a Person shall have a similarly extended meaning.

**“Plan”** means this Omnibus Equity Incentive Plan, as amended or restated from time to time.

**“PSU Agreement”** means an agreement, substantially in the form of Schedule C, between the Corporation and a Participant evidencing an Award of PSUs.

**“PSU Vesting Date”** has the meaning attributed to it in section 7.3.

**“Relevant Equity Recoupment Date”** has the meaning attributed to it in paragraph 14.3(f).

**“Restated Statements”** has the meaning attributed to it in paragraph 14.3(d).

**“Restricted Share Unit”** or **“RSU”** means an Award described in section 8.1.

**“Restrictive Covenant”** has the meaning attributed to it in paragraph 14.3(a).

**“RSU Agreement”** means an agreement, substantially in the form of Schedule D, between the Corporation and a Participant evidencing an Award of RSUs.

**“RSU Vesting Date”** has the meaning attributed to it in section 8.3.

**“SAR Agreement”** means an agreement, substantially in the form of Schedule E, between the Corporation and a Participant evidencing an Award of SARs that are not connected with Options.

**“SAR Base Amount”** means (i) in the case of a tandem SAR attached to an Option, the Option Exercise Price under the Option; and (ii) in the case of a SAR that is not attached to an Option, an amount specified by the Board in the SAR Agreement, but which in no event shall be less than the Fair Market Value on the Date of Grant.

**“Security Based Compensation Arrangement”** means an option, option plan, security based appreciation right, employee unit purchase plan, restricted, performance or deferred unit plan, long-term incentive plan or any other compensation or incentive mechanism, in each case, involving the issuance or potential issuance of securities of the Corporation to one or more directors or officers of the Corporation or a Subsidiary of the Corporation, current or past full-time or part-time employees of the Corporation or a Subsidiary of the Corporation, Insiders or Consultants of the Corporation or any Subsidiary of the Corporation including securities purchased from treasury by one or more such Persons which is financially assisted by the Corporation or a Subsidiary of the Corporation by way of a loan, guarantee or otherwise, but a Security Based Compensation Arrangement does not include an arrangement that does not involve the issuance from treasury or potential issuance from treasury of Common Shares or other securities of the Corporation.

**“Stock Appreciation Right”** or **SAR** means an Award of share appreciation right described in section 9.1.

**“Subsidiary”** means, in respect of a Person, another Person that is Controlled directly or indirectly by such Person.

**“Termination Date”** means (i) in the case of a Participant (other than a Consultant), the last day on which the Participant actively renders services to a G Mining Entity, including by reason of death or Disability, excluding any period of contractual or reasonable notice of termination of employment or any period of salary or benefits continuance or deemed employment, except as otherwise expressly required by applicable employment or labour standards legislation, but, for greater certainty, a Participant’s absence from active work during a period of vacation, temporary illness, authorized leave of absence, maternity or parental leave or leave on account of Disability shall not be considered to result in a Termination Date, and (ii) in the case of a Consultant who is a Participant, the effective date of termination of the agreement governing its services as a consultant.

## **2.2 Interpretation**

(1) References to a “Part”, “section”, “subsection”, “paragraph” or “clause” mean to the specified Part, section, subsection, paragraph or clause of this Plan unless otherwise described.

(2) The headings are included for convenience of reference and do not affect the interpretation of this Plan.

(3) Words importing the singular include the plural and *vice versa*.

(4) Words importing a gender or that are gender neutral include all genders.

(5) The words “include” or “including” mean include or including without limitation.

(6) References to a statute, regulation, rule, code, national instrument or policy statement or to a particular section of one of them mean to that statute, regulation, rule, code, national instrument, policy statement or section as amended or superseded from time to time (unless specified otherwise) and references to a statute include any regulations, rules, national instruments or policy statements enacted under that statute.

## **2.3 Governing Law**

This Plan is governed by and will be construed in accordance with Quebec law, regardless of the citizenship, residence or place of organization of a Participant, except to the extent expressly provided otherwise in this Plan or an Award Agreement.

## **2.4 Submission to Jurisdiction**

The Corporation and each Participant submits to the exclusive jurisdiction of the courts of competent jurisdiction of Quebec with respect to any action or proceeding arising out of relating in any way to this Plan or any Award Agreement or Award.

# **PART 3. ADMINISTRATION**

## **3.1 Discretion and Authority**

(1) Subject to section 3.2, the Board has the sole and absolute discretion and authority to administer and interpret this Plan, the Award Agreements and the Awards, including:

(a) to determine the Eligible Persons to whom Awards may be granted;

(b) to grant Awards and determine their terms, including (i) the number of Awards to be granted, (ii) the timing of grants, including the Date of Grant, (iii) the Option Exercise Price, (iv) the Performance Goals, Performance Measures, Performance Periods and Performance Vesting Conditions, (v) restrictions on transfer, (vi) any other vesting

schedule, terms, limitations, restrictions and conditions applicable to Awards, (vii) the form of any Award Agreement (not inconsistent with this Plan) to evidence an Award;

- (c) to waive or amend any terms of any Awards, including accelerating the vesting of any Awards, changing the Performance Vesting Conditions or, subject to the approval of the Exchange where required, substituting other property on the payment or settlement of any Awards;
- (d) to establish, amend and rescind any regulations, rules or guidelines relating to this Plan; and
- (e) to make any other determinations, settle any disputes or take any other action necessary or desirable for the administration of this Plan or any Award Agreement or Award.

(2) Without limiting subsection 3.1(1), the Board, in its discretion, may correct any defect or omission or reconcile any inconsistencies in this Plan or any Award Agreement or Award.

(3) The Board may prescribe terms for Award Agreements in respect of Eligible Persons who are subject to the laws of a jurisdiction other than Canada in connection with their participation in this Plan that are different than the terms of the Award Agreements for Eligible Persons who are subject to the laws of Canada in connection with their participation in this Plan, and/or deviate from the terms of this Plan set out herein, for purposes of compliance with applicable law in such other jurisdiction or where, in the Board's opinion, such terms or deviations are necessary or desirable to obtain more advantageous treatment for the Corporation, a Subsidiary of the Corporation or the Eligible Person in respect of this Plan under the law of the other jurisdiction.

(4) The Board's decision with respect to any matter related to this Plan will be conclusive and binding on the Corporation, the Subsidiaries and all Participants.

(5) The Board's discretion and authority is subject to any mandatory requirements of the Exchange.

### **3.2 Delegation and Liability**

(1) The Board may delegate to the Committee all or some of its powers under this Plan and on other terms as the Board may determine. In that case, references to the "Board" will be deemed to be references to the Committee, to the extent such powers have been delegated. The Board (or the Committee) may delegate the day-to-day administration of this Plan to any one or more officers or employees of the Corporation.

(2) None of the members of the Board or the Committee or any other Person acting pursuant to authority delegated by the Board or the Committee will be liable for any action taken (or omitted to be taken) or determination made (or not made) in good faith in connection with this Plan or any Award.

### **3.3 Eligibility**

All Eligible Persons are eligible to participate in this Plan, but eligibility does not confer any right to be granted an Award, which remains in the sole discretion of the Board. Further, the grant of an Award to an Eligible Person shall not entitle such Eligible Person to a future grant of an Award of the same or a different type.

### **3.4 Common Shares Subject to this Plan**

(1) Notwithstanding any other provision of this Plan, the maximum number of Common Shares issuable under this Plan and any other Security Based Compensation Arrangement may not exceed 7.5% of the Outstanding Issue.

(2) The Board may not grant an Award that can be settled by an issuance of Common Shares from treasury if it would have the effect of causing the total number of Common Shares subject to that Award together with all other outstanding Awards and awards outstanding under any other Security Based Compensation Arrangement to exceed the total number of Common Shares determined under subsection 3.4(1).

(3) This Plan is an “evergreen” plan. Accordingly, Common Shares covered by Awards that are exercised or settled or that expire or are forfeited, surrendered, cancelled or otherwise terminated or lapse for any reason without having been exercised or settled for Common Shares issued from treasury will be available for subsequent grant under this Plan and the number of Common Shares available for issuance under subsection 3.4(1) will not be reduced. Also, the number of Common Shares available for issuance increases if the number of Common Shares outstanding increases.

### **3.5 Insider Participation Limits**

Notwithstanding any other provision of this Plan:

- (a) the maximum number of Common Shares issuable under this Plan and any other Security Based Compensation Arrangement to Insiders at any time may not exceed in the aggregate 10% of the Outstanding Issue; and
- (b) the maximum number of Common Shares issued under this Plan and any other Security Based Compensation Arrangement to Insiders within any one-year period may not exceed in the aggregate 10% of the Outstanding Issue.

### **3.6 Transfers**

(1) A Participant may not transfer or assign an Award, including by operation of law, except on the death of the Participant, by will or applicable laws of succession, provided that, subject to applicable law, a Participant may designate in writing (on terms specified by the Corporation) a beneficiary to receive any benefits that are payable under this Plan and any Award on death.

(2) A Participant may not grant a security interest in, pledge or otherwise encumber an Award.

(3) Any breach of subsection 3.6(1) or 3.6(2) will result in the Award being void.

### **3.7 Exercise of Awards**

Awards may be exercised only by:

- (a) the Participant to whom the Awards were granted;
- (b) the legal representative of a Participant's estate or other relevant Person under subsection 3.6(1), for up to one year after the Participant's death; and
- (c) on the Participant's incapacity, the legal representative having authority to deal with the Participant's property.



### **3.8 Common Shares**

Common Shares issued by the Corporation in accordance with this Plan and the Award Agreements will be issued as fully paid and non-assessable.

### **3.9 Fractional Shares**

The Corporation is not required to issue or purchase any fractional Common Share or Award.

## **PART 4. GRANT OF AWARDS**

### **4.1 General**

Subject to the terms of this Plan, the Board, in its discretion, may grant Awards to Eligible Persons on terms determined by the Board. Each grant will be evidenced by an Award Agreement. Any officer of the Corporation is authorized, on behalf of the Corporation, to execute and deliver an Award Agreement to each Eligible Person to whom Awards have been granted.

### **4.2 Restrictions on Grants**

The Board will not grant any Awards (other than DSUs and Options) to directors of a G Mining Entity who are not also employees of a G Mining Entity.

## **PART 5. DEFERRED SHARE UNITS**

### **5.1 Nature of DSUs**

(1) A DSU is an Award attributable to a Participant's duties as an Eligible Director. Each DSU entitles the Eligible Director to receive one Common Share or the Fair Market Value and is issuable after the Eligible Director experiences a DSU Termination Date.

(2) Notwithstanding any other provision of this Plan, the value of a DSU shall always depend on the value of shares of the Corporation or a corporation related to the Corporation for purposes of the *Income Tax Act* (Canada) and no amount will be paid to, or in respect of, a Participant under this Plan or pursuant to any other arrangement, and no additional DSUs will be granted to any Participant to compensate for a downward fluctuation in the price of the Common Shares or any shares substituted therefore, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

### **5.2 Election and Granting of DSUs**

(1) Subject to any alternative arrangements approved by the Board, each Eligible Director may elect to receive a percentage of their Annual Remuneration in DSUs by giving notice, substantially in the form of Schedule A-1, to that effect to the Corporation by December 15 of the year preceding the calendar year with respect to which the election is to be effective. Where an individual becomes an Eligible Director for the first time during a year, provided they make the election with 30 days after becoming an Eligible Director, the election will apply to Annual Remuneration earned after the election is made, including in the year in which the election is made; provided that an election made by a new director more than 30 days after becoming an Eligible Director shall be effective only with respect to Annual Remuneration earned in the calendar year following the receipt of the election by the Corporation.

(2) Each election is irrevocable by the Eligible Director with respect to compensation earned during the period to which the election relates, provided that an Eligible Director may elect to change the percentage of their Annual Remuneration provided in the form of DSUs by filing a new election by December 15 of the year preceding the calendar year with respect to which the election is to be effective.

(3) Notwithstanding subsection 5.2(1), the Corporation shall not effect any election of an Eligible Director to receive compensation in DSUs (and shall notify any applicable Eligible Director of such determination) where the Board does not believe such action is appropriate having regard for any material information to which the Board may be privy that has not been publicly disclosed.

(4) In addition to DSUs granted pursuant to an election under subsection 5.2(1), the Board may award such number of DSUs to an Eligible Director as the Board deems advisable based on the Fair Market Value on the Date of Grant, provided that the aggregate Fair Market Value of DSUs that are eligible to be settled in Common Shares, in combination with the fair market value of other equity based awards granted to the Eligible Director under this Plan and any other Security Based Compensation Arrangement of the Corporation in a single year shall not exceed \$150,000. The Board shall determine the date on which such DSUs may be granted and the date as of which such DSUs shall be credited to an Eligible Director's DSU account, together with any terms or conditions with respect to the vesting of such DSUs. The Corporation and an Eligible Director who receives an award of DSUs pursuant to this subsection 5.2(4) shall enter into a DSU Agreement to evidence the Award and the terms, including terms with respect to vesting, applicable thereto.

### **5.3 Number of DSUs**

DSUs elected by an Eligible Director pursuant to an election under subsection 5.2(1) shall be credited to the Eligible Director's DSU account in respect of Annual Remuneration earned in a fiscal quarter of the Corporation as of the last day of the quarter in which such Annual Remuneration was earned or such other date as may be specified by the Board. The number of DSUs (including fractional DSUs) to be credited to an Eligible Director's account as of a particular date pursuant to this section 5.3 shall be determined by dividing the portion of that Eligible Director's Annual Remuneration to be satisfied by DSUs by the Fair Market Value on such date.

### **5.4 Vesting of DSUs**

DSUs credited to an Eligible Director will vest as specified in the applicable DSU Agreement.

### **5.5 Settlement of DSUs**

(1) Following a Participant's DSU Termination Date, a Participant who is not liable to tax under the Code in respect of their DSUs may elect to redeem any vested DSUs by giving notice to the Corporation at any time up to December 15 of the year after the year that includes the Participant's DSU Termination Date, and if notice is not given it will be deemed to have been given on the latest permitted date as provided above in this subsection (1) (the date the notice is given or deemed to have been given is the "**Filing Date**"). Vested DSUs of a Participant who is liable to tax under the Code will be settled in accordance with the applicable DSU Agreement or the election notice pursuant to which the DSUs were granted.

(2) The Corporation will settle the DSUs as soon as practicable but not more than 30 days after the Filing Date, where applicable, and in any case by December 31 of the year after the year that includes the Participant's DSU Termination Date, by, in its discretion:

- (a) issuing to the Participant from treasury that number of Common Shares equal to the number of DSUs being settled in Common Shares;
- (b) delivering, or causing to be delivered to the Participant, a cash payment equal to the Fair Market Value on the settlement date multiplied by the number of DSUs being redeemed, less the Applicable Withholding Taxes; or
- (c) a combination of (a) or (b).

For greater clarity, (1) if the settlement of DSUs (including additional DSUs credited to a Participant pursuant to section 5.7) in Common Shares would result in any limit on the issuance of Common Shares under section 3.4(1) or section 3.5 being breached, such DSUs shall be settled in cash, and (2) the payment of any amount in respect of vested DSUs shall be subject to the satisfaction of any obligations in respect of Applicable Withholding Taxes in accordance with subsection 14.10(2).

## **5.6 DSU Account**

The Corporation will maintain an account for each Participant and credit the account with the number of DSUs granted to the Participant and cancel any DSUs that are not paid out or fail to vest and record their cancellation in the account.

## **5.7 Additional DSUs**

Where provided in the applicable DSU Agreement or as otherwise authorized by the Board, if the Corporation pays a cash dividend on the Common Shares, the Corporation will credit the account of each Participant who holds DSUs as of the record date for the dividend with an additional number of DSUs. The number of additional DSUs to be credited (to be determined as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of DSUs held by the Participant on the relevant record date for the dividend, and (2) the amount of the dividend paid by the Corporation on each Common Share, and (ii) is the Fair Market Value of the Common Shares on the dividend payment date. These additional DSUs will be subject to the same vesting conditions as apply to the DSUs in respect of which they have been credited.

# **PART 6. OPTIONS**

## **6.1 Nature of Options**

An Option is a right granted by the Corporation to a Participant entitling the Participant to acquire, for each Option issued, one Common Share from treasury at the Option Exercise Price.

## **6.2 Option Exercise Price**

The Board will fix the Option Exercise Price of an Option on the Date of Grant, but the Option Exercise Price may not be less than the Fair Market Value as of that date. In the case of Options granted to Eligible Directors, the aggregate Fair Market Value of the Common Shares covered by such Options, in combination with the fair market value of other options granted to the Eligible Director under any other Security Based Compensation Arrangement of the Corporation in a single year shall not exceed \$100,000.

## **6.3 Option Term; Blackout Period**

(1) Subject to subsection 6.3(2), unless otherwise specified in the applicable Option Agreement governing the Option, the date on which each Option will expire (the “**Option Expiry Date**”) will be the fifth anniversary of the Date of Grant, provided that the Option Expiry Date shall not be later than the tenth anniversary of the Date of Grant. The Corporation will cancel any unexercised Option immediately following the Option Expiry Date.

(2) If the Option Expiry Date would fall within a Blackout Period, the Option Expiry Date will automatically be extended to the date that is 10 Business Days after the date when the Blackout Period ends.

## **6.4 Vesting of Options**

Options will vest on the basis specified in the applicable Option Agreement.

## **6.5 Exercise of Options**

Subject to the provisions of this Plan and the applicable Option Agreement, a Participant may exercise a vested Option (in whole or in part) at any time (other than during a Blackout Period) by delivering to the Corporation a duly signed and completed Notice of Exercise together with a certified cheque, bank draft or other means of payment acceptable to the Corporation in an amount equal to the aggregate Option Exercise Price of the Common Shares to be purchased. On the exercise of an Option any SAR connected with the Option shall be cancelled. The issuance of any Common Shares on the exercise of Options shall be subject to the satisfaction of any obligations in respect of Applicable Withholding Taxes in accordance with subsection 14.10(2).

## **PART 7. PERFORMANCE SHARE UNITS**

### **7.1 Nature of PSUs**

A PSU is an Award granted to a Participant that is generally conditioned on the achievement of Performance Goals over a Performance Period, subject to satisfying the Performance Vesting Conditions, and that entitles the Participant to receive one Common Share or the Fair Market Value for each PSU.

### **7.2 Performance Period**

Subject to section 7.3, the Board will determine the Performance Period applicable to a PSU, but it may not be more than three years after the Date of Grant unless specified otherwise in the applicable PSU Agreement.

### **7.3 Vesting of PSUs**

PSUs will vest on the achievement of the applicable Performance Vesting Conditions at the end of the applicable Performance Period unless specified otherwise in the applicable PSU Agreement (the “**PSU Vesting Date**”).

### **7.4 Settlement of PSUs**

Unless otherwise specified in the applicable PSU Agreement, the Corporation will settle all vested PSUs as soon as practicable but not more than 30 days after the applicable PSU Vesting Date, or, unless the applicable PSU Agreement provides otherwise, later than December 31 of the third year following the year in which the Participant performed the services to which the Award of PSUs relates, by, in its discretion:

- (a) issuing to the Participant from treasury that number of Common Shares equal to the number of PSUs being settled;
- (b) delivering, or causing to be delivered, to the Participant a cash payment equal to the Fair Market Value on the settlement date multiplied by the number of PSUs being redeemed, less the Applicable Withholding Taxes; or
- (c) a combination of (a) or (b).

For greater clarity, (1) if the settlement of PSUs (including additional PSUs arising from the application of a performance multiplier relating to the achievement of Performance Vesting Conditions and additional PSUs credited to a Participant pursuant to section 7.6) in Common Shares would result in any limit on the issuance of Common Shares under section 3.4(1) or section 3.5 being breached, such PSUs shall be settled in cash, and (2) the issuance of any Common Shares and the payment of any amount in respect of vested PSUs shall be subject to the satisfaction of any obligations in respect of Applicable Withholding Taxes in accordance with subsection 14.10(2).

## **7.5 PSU Account**

The Corporation will maintain an account for each Participant and credit the account with the number of PSUs granted to the Participant and cancel any PSUs that are not paid out or fail to vest and record their cancellation in the account.

## **7.6 Additional PSUs**

Where provided in the applicable PSU Agreement or as otherwise authorized by the Board, if the Corporation pays a cash dividend on the Common Shares, the Corporation will credit the account of each Participant who holds PSUs as of the record date for the dividend with an additional number of PSUs. The number of additional PSUs to be credited (as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of PSUs held by the Participant on the relevant record date for the dividend, and (2) the amount of the dividend paid by the Corporation on each Common Share, and (ii) is the Fair Market Value of the Common Shares on the dividend payment date. These additional PSUs will be subject to the same vesting conditions as apply to the PSUs in respect of which they have been credited.

# **PART 8. RESTRICTED SHARE UNITS**

## **8.1 Nature of RSUs**

An RSU is an Award that generally becomes vested (if at all) following a period of continuous employment or other service relationship with a G Mining Entity and entitles the Participant to receive one Common Share or the Fair Market Value for each RSU.

## **8.2 Vesting Period**

Subject to section 8.3, the Board will determine the vesting period applicable to an RSU, but it may not be more than three years after the Date of Grant unless specified otherwise in the applicable RSU Agreement.

## **8.3 Vesting of RSUs**

RSUs will vest at the end of the applicable vesting period unless specified otherwise in the applicable RSU Agreement (the “**RSU Vesting Date**”).

## **8.4 Settlement of RSUs**

Unless otherwise specified in the applicable RSU Agreement, the Corporation settle all vested RSUs as soon as practicable but not more than 30 days after the end of the applicable RSU Vesting Date, or, unless the applicable RSU Agreement provides otherwise, later than December 31 of the third year following the year in which the Participant performed the services to which the Award of RSUs relates, by, in its discretion:

- (a) issuing to the Participant from treasury that number of Common Shares equal to the number of RSUs being settled;
- (b) delivering, or causing to be delivered, to the Participant a cash payment equal to the Fair Market Value on the settlement date multiplied by the number of RSUs being redeemed, less the Applicable Withholding Taxes; or
- (c) a combination of (a) or (b).

For greater clarity, (1) if the settlement of RSUs (including additional RSUs credited to a Participant pursuant to section 8.6) in Common Shares would result in any limit on the issuance of Common Shares under section 3.4(1) or section 3.5 being breached, such RSUs shall be settled in cash, and (2) the issuance of

any Common Shares and the payment of any amount in respect of vested RSUs shall be subject to the satisfaction of any obligations in respect of Applicable Withholding Taxes in accordance with subsection 14.10(2).

## **8.5 RSU Account**

The Corporation will maintain an account for each Participant and credit the account with the number of RSUs granted to the Participant and cancel any RSUs that are not paid out or fail to vest and record their cancellation in the account.

## **8.6 Additional RSUs**

Where provided in the applicable RSU Agreement or as otherwise authorized by the Board, if the Corporation pays a cash dividend on the Common Shares, the Corporation will credit the account of each Participant who holds RSUs as of the record date for the dividend with an additional number of RSUs. The number of additional RSUs to be credited (as of the dividend payment date) will be equal to the quotient of (i) and (ii), where (i) is the product of (1) the aggregate number of RSUs held by the Participant on the relevant record date for the dividend, and (2) the amount of the dividend paid by the Corporation on each Common Share, and (ii) is the Fair Market Value of the Common Shares on the dividend payment date. These additional RSUs will be subject to the same vesting conditions as apply to the RSUs in respect of which they have been credited.

# **PART 9. STOCK APPRECIATION RIGHTS**

## **9.1 Nature of SARs**

A SAR is a right granted by the Corporation to a Participant entitling the Participant to a payment in cash or Common Shares equal to the In-The-Money Amount.

## **9.2 Granting of SARs**

(1) The Board may grant SARs to a Participant (i) in connection with the grant of Options to the same Participant, either at the Date of Grant of the Options or at any time after that date but before the expiry of the Options; or (ii) on a standalone basis without reference to any Option.

(2) A SAR granted in connection with an Option shall be subject to the same terms with respect to vesting and expiry as the related Option.

(3) A SAR granted without reference to any Option shall vest and terminate in accordance with the SAR Agreement governing the grant of the SARs and the terms of this Plan. The SAR Agreement in respect of an Award of SARs granted without reference to Options shall specify a number of Common Shares in respect of which the In-the-Money Amount may be determined for purposes of the Award.

## **9.3 Exercise/Settlement of SARs**

(1) Subject to the terms of this Plan and the applicable Award Agreement, a Participant may exercise SARs that are connected with Options only at the same time and to the same extent as the related Options are exercisable. Concurrently with the exercise of a SAR, the Participant must surrender the related Option to the Corporation for cancellation. Upon the exercise of SARs under this subsection 9.3(2), the Corporation shall make, or cause to be made, a cash payment equal to the In-the-Money Amount, less any Applicable Withholding Taxes, in full settlement of the Participant's rights in respect of the SARs.

(2) Subject to the terms of this Plan and the applicable Award Agreement, upon the vesting of SARs that were not granted in connection with Options, the Corporation shall make, or shall cause to be

made, a cash payment equal to the In-the-Money Amount, less any Applicable Withholding Taxes, in full settlement of the Participant's rights in respect of the SARs.

(3) The Corporation, in its discretion, instead of making a cash payment or causing a cash payment to be made under subsection 9.3(1) or subsection 9.3(2), may issue or deliver to the Participant that number of Common Shares equal to the In-The-Money Amount, subject to satisfaction of any obligations in respect of Applicable Withholding Taxes in accordance with subsection 14.10(2).

## **PART 10. TERMINATION OF EMPLOYMENT – EMPLOYEES**

### **10.1 Application of Part 10**

This Part applies to all Participants other than Eligible Directors and Consultants. Section 10.2, section 10.3, section 10.4, and section 10.5 shall apply in the circumstances specified in the applicable section except as otherwise provided in an Award Agreement governing an Award held by a Participant on their Termination Date and subject to section 10.7. All rights or entitlements of a Participant under this Plan, upon a termination of employment for any reason shall be subject to section 10.6.

### **10.2 Termination of Employment for Cause**

If a Participant's employment or office with a G Mining Entity is terminated for Cause, or if the Participant resigns in circumstances that would entitle the G Mining Entity that employs them to terminate their employment for Cause, then all Awards, whether vested or unvested, held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards.

### **10.3 Termination of Employment Without Cause**

If a Participant's employment or office with a G Mining Entity is terminated without Cause, including as a result of the constructive dismissal of the Participant by the G Mining Entity, then:

- (a) any unvested Awards held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) in the case of any vested Options held by the Participant on the Termination Date, the Participant will have the lesser of (i) 60 days after the Termination Date and (ii) the remaining term of the Options to exercise those Options in accordance with this Plan, failing which the unexercised Options will automatically terminate and the Participant will cease to have any rights in relation to those Options; and
- (c) in the case of any vested PSUs, RSUs or other Awards (other than Options) held by the Participant on the Termination Date, the Corporation will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan and no later than the earlier of (1) the date on which such Awards would have been settled had the Participant not experienced a Termination Date, and (2) the date that is one year after the Termination Date.

### **10.4 Resignation**

If a Participant resigns from a G Mining Entity, then:

- (a) any unvested Awards held by the Participant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;

- (b) in the case of any vested Options held by the Participant on the Termination Date, the Participant will have the lesser of (i) 60 days after the Termination Date and (ii) remaining term of the Options to exercise those Options in accordance with this Plan, failing which the unexercised Options will automatically terminate and the Participant will cease to have any rights in relation to those Options; and
- (c) in the case of any vested PSUs, RSUs or other Awards (other than Options) held by the Participant on the Termination Date, the Corporation will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan, and no later than the earlier of (1) the date on which such Awards would have been settled had the Participant not experienced a Termination Date, and (2) the date that is one year after the Termination Date.

### **10.5 Death or Disability**

If a Participant's Termination Date is due to death or is in connection with a Disability, then:

- (a) any unvested PSUs, RSUs or other Awards (other than Options) held by the Participant on the Termination Date will vest on a proportionate basis based on the number of PSUs, RSUs or other such Awards that would have been eligible to vest in or upon completion of the vesting period in which the Termination Date occurs multiplied by a fraction equal to (i) the number of days in the period from the later of (1) the Date of Grant of such PSUs, RSUs or other such Awards, and (2) the last vesting date under the Award Agreement applicable to such PSUs, RSUs or other such Awards prior to the Termination Date, to the Termination Date over (ii) the number of days in the period from the later of (1) the Date of Grant of such PSUs, RSUs or other such Awards, and (2) the last vesting date under the Award Agreement applicable to such PSUs, RSUs or other such Awards prior to the Termination Date, to the next vesting date under such Award Agreement following the Termination Date, and any other unvested Awards will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) in the case of Options held by the Participant on the Termination Date, (i) any unvested Options will automatically vest on the Termination Date and (ii) the Option Expiry Date of vested Options (including those vested under clause (i)) will be the earlier of (1) the date specified in the applicable Option Agreement, and (2) the date that is one year after the Termination Date; and
- (c) in the case of any vested PSUs, RSUs or other Awards (other than Options) held by the Participant on the Termination Date, the Corporation will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan, and no later than the earlier of (1) the date on which such Awards would have been settled had the Participant not experienced a Termination Date, and (2) the date that is one year after the Termination Date.

### **10.6 No Right to Compensation on Forfeiture**

For clarification and without limitation, no Participant or former Participant shall be entitled to any current or future Award or any other benefit, payment or right otherwise arising from this Plan after their Termination Date except as provided in this Part 10, as otherwise determined by the Board or as expressly required by the minimum applicable requirements contained in applicable employment or labour standards legislation. No damages or compensation shall be payable to any Person in respect of any Award that is not granted, paid, exercised or settled due to a Participant ceasing to actively render services to any G Mining Entity for any reason, regardless of whether the Participant's employment is terminated by a G Mining Entity, lawfully or unlawfully, or whether the Participant's employment is terminated voluntarily by the Participant or



involuntarily, except as otherwise expressly required by applicable employment or labour standards legislation

In addition, except as specifically provided in this Part 10 or as otherwise determined by the Board, or as expressly required by applicable employment or labour standards legislation, effective as of a Participant's Termination Date, the Participant shall forfeit all rights and have no entitlements with respect to any outstanding Awards that would have vested, or become payable, exercisable or be settled after such date, and for greater certainty, the Participant shall be disentitled to and waives any damages as compensation for the loss of the opportunity to vest in respect of any outstanding Awards, exercise any outstanding Options or receive any payment or Common Shares or other compensation that may or would have been paid or issued in respect of an Award during any applicable period of notice of termination of employment, under common law, civil law, contract or otherwise, except as expressly required by the minimum applicable requirements contained in applicable employment or labour standards legislation.

#### **10.7 Other**

In connection with a Participant's termination of employment, the Corporation may extend the exercise period of an Option (but not beyond the Option Expiry Date specified in the Option Agreement) and acquire, settle, or redeem any Awards on terms other than those prescribed in an Award Agreement, as may be separately agreed by the Board and the applicable Participant, subject to applicable law and the rules, regulations and policies of the Exchange.

### **PART 11. GENERAL MATTERS APPLICABLE TO TERMINATION OF AWARDS - CONSULTANTS**

#### **11.1 Application of Part 11**

This Part applies only to Participants who are Consultants.

#### **11.2 Termination for Breach of Consulting Agreement**

If a G Mining Entity terminates a Consultant for breach of or failure to perform its obligations under the agreement governing its services as a consultant or which, if the Consultant were an employee of the Corporation or a Subsidiary of the Corporation, would have entitled it to terminate the Consultant for Cause, all Awards held by the Consultant on the Termination Date, whether vested or unvested, will automatically terminate on the Termination Date and the Consultant will cease to have any rights in relation to those Awards. This section also applies in the circumstances where a Consultant agrees to the termination of its services as an alternative to a termination described in the first sentence.

#### **11.3 Other Termination of Consultant**

If a Consultant's services end in accordance with the agreement governing its services or the Consultant's services are terminated otherwise than under section 11.2, then:

- (a) any unvested Awards held by the Consultant on the Termination Date will automatically terminate on the Termination Date and the Participant will cease to have any rights in relation to those Awards;
- (b) in the case of any vested Options held by the Consultant on the Termination Date, the Consultant will have the lesser of (i) 60 days after the Termination Date and (ii) the remaining term of the Options to exercise those Options in accordance with this Plan, failing which the unexercised Options will automatically terminate and the Consultant will cease to have any rights in relation to those Options; and

- (c) in the case of any vested PSUs, RSUs or other Awards (other than Options) held by the Consultant on the Termination Date, the Corporation will settle those Awards as soon as practicable after the Termination Date in accordance with this Plan and no later than the earlier of (1) the date on which such Awards would have been settled had the Consultant not experienced a Termination Date, and (2) the date that is one year after the Termination Date.

## **PART 12. CHANGE OF CONTROL**

### **12.1 Effect of a Change of Control**

In the event of a Change of Control prior to the vesting of an Award, and subject to the terms of a Participant's written employment agreement or contract for services with the Corporation or a Subsidiary of the Corporation and the applicable Award Agreement, the Board shall have full authority to determine in its sole discretion the effect, if any, of a Change of Control on the vesting, exercisability, settlement, payment or lapse of restrictions applicable to an Award, which effect may be specified in the applicable Award Agreement or determined at a subsequent time. Subject to applicable law, rules and regulations, the Board shall, at any time prior to, coincident with or after the effective time of a Change of Control, take such actions as it may consider appropriate, including: (i) provide for the acceleration of any vesting or exercisability of an Award; (ii) provide for the deemed attainment of Performance Vesting Conditions relating to an Award; (iii) provide for the lapse of restrictions relating to an Award; (iv) provide for the assumption, substitution, replacement or continuation of any Award by a successor or surviving corporation (or a parent or subsidiary thereof) with cash, securities, rights or other property to be paid or issued, as the case may be, by the successor or surviving corporation (or a parent or subsidiary thereof); (v) provide that an Award shall terminate or expire unless exercised or settled in full on or before a date fixed by the Board; or (vi) permit the surrender of outstanding Options or provide for the termination of any other outstanding Award in exchange for a cash payment (provided that, if as of the date of the Change of Control, the Board determines that no amount would have been realized upon the exercise or settlement of the Award, then the Award may be cancelled by the Corporation without payment of consideration).

## **PART 13. AMENDMENTS AND TERMINATION**

### **13.1 Amendments and Termination**

(1) The Board may amend (subject to the following provisions of this section 13.1(1)), suspend or terminate this Plan and any Award Agreement and outstanding Awards, or any part of this Plan or any Award Agreement or Award, at any time and for any purpose, without notice to or approval of any Person, including the shareholders of the Corporation, except where required by law, including the rules, regulations and policies of the Exchange.

(2) Without limiting subsection 13.1(1), but subject to subsections 13.1(3) and 13.1(4), the Board may make the following types of changes or amendments to this Plan or any Award Agreement or Award without seeking shareholder approval:

- (a) amendments of a "housekeeping" or administrative nature, including any amendment to cure any ambiguity, error or omission in this Plan or any Award Agreement or to correct or supplement any provision of this Plan or any Award Agreement that is inconsistent with any other provision of this Plan or other Award Agreement provided such amendment does not alter the scope, nature and intent of the affected provisions; and
  - (b) amendments necessary to terminate this Plan or cancel any Award Agreement or Award.
- (3) Shareholder approval will be required for the following amendments:
- (a) a reduction in the Option Exercise Price benefiting an Insider;

- (b) amendments to extend the term of an Award held by an Insider beyond the original expiry date, except as provided in subsection 6.3(2);
- (c) amendments to remove or increase the Insider participation limits in section 3.5;
- (d) amendments to increase the maximum number of Common Shares issuable under this Plan, including an increase to a fixed maximum percentage of Common Shares or a change from a fixed maximum percentage of Common Shares to a fixed maximum number of Common Shares;
- (e) amendments to the amendment provisions in this subsection 13.1(3); and
- (f) amendments required to be approved by shareholders under applicable law or regulations, including the rules, regulations and policies of the Exchange.

(4) Except as permitted in this Plan or any Award Agreement, or as required, in the opinion of the Board acting reasonably, for purposes of compliance with applicable law or regulatory requirements, no action of the Board or shareholders may adversely alter or impair the rights of a Participant without the consent of the affected Participant under any Award previously granted to the affected Participant.

## **PART 14. GENERAL**

### **14.1 Capital Adjustments**

If there is any change in the capital of the Corporation affecting the Common Shares, including as a result of a stock split or consolidation, combination or exchange of shares, merger, arrangement, amalgamation, spin-off or other special distribution (other than distributions or cash dividends in the ordinary course) of the Corporation's assets to shareholders, the Board, in its discretion, may make any adjustments it determines to be appropriate to reflect that change (for the purpose of preserving the value of the Awards or the rights of Participants) including to (i) the number or kind of shares or other securities reserved for issuance under this Plan, (ii) the number or kind of shares or other securities subject to unexercised Options previously granted and the Exercise Price of those Options and (iii) the number of Awards held by the Participants.

### **14.2 Unsecured Obligations**

The Corporation's obligations under this Plan and the Awards are unsecured obligations and Participants will not have any greater rights than those of an unsecured general creditor of the Corporation.

### **14.3 Clawback**

If any of the following events occurs:

- (a) the Participant fails to comply with any obligation to the Corporation or a Subsidiary of the Corporation (i) to maintain the confidentiality of information relating to the Corporation or the Subsidiary or its business, (ii) not to engage in employment or business activities that compete with the business of the Corporation or the Subsidiary, whether during or after employment with the Corporation or Subsidiary, and whether that obligation is set out in an Award Agreement or other agreement between the Participant and the Corporation or Subsidiary, including an employment or consulting agreement, (iii) not to solicit employees or other service providers, customers or suppliers of the Corporation or the Subsidiary, whether during or after employment with the Corporation or Subsidiary, and whether that obligation is set out in an Award Agreement or other agreement between the Participant and the Corporation or Subsidiary, including an employment or consulting agreement (collectively, a "**Restrictive Covenant**");

- (b) the Participant's employment or service is terminated under section 10.2 or 11.2;
- (c) the Board determines that the Participant engaged in conduct that causes material financial or reputational harm to the Corporation or its Subsidiaries, or engaged in gross negligence, willful misconduct or fraud in respect of the performance of the Participant's duties to or for the Corporation or a Subsidiary of the Corporation; or
- (d) the Corporation's financial statements (the "**Original Statements**") are required to be restated (other than as a result of a change in accounting policy or under applicable financial reporting standards) and the restated financial statements (the "**Restated Statements**") disclose, in the Board's opinion, materially worse financial results than those contained in the Original Statements,

then the Board, in its discretion, to the extent it determines that its action is in the best interests of the Corporation, and in addition to any other rights that the Corporation or a Subsidiary of the Corporation may have at law or under any agreement, may take one or more of the following actions:

- (e) require the Participant (and the Participant agrees) to reimburse the Corporation for any amount paid to the Participant in respect of an Award in cash (i) in the case where paragraph (a), (b) or (c) applies, in the 12 months before the Participant failed to comply with a Restrictive Covenant or was terminated under paragraph (b) or the Board made a determination under paragraph (c) or (ii) in the case where paragraph (d) applies, the excess of the amount that should otherwise have been paid in respect of that Award had the determination of that amount been based on the Restated Statements, in each case, less any Applicable Withholding Taxes;
- (f) reduce the number or value of, or cancel and terminate, any one or more unvested grants of Award (other than Common Shares) on or before the vesting dates, or cancel or terminate any outstanding Awards that have vested in the 12 months before the date on which the Participant failed to comply with a Restrictive Covenant or was terminated under paragraph (b), the Board made a determination under paragraph (c) or the Board determined that the Original Statements are required to be restated (each such date being a "**Relevant Equity Recoupment Date**"); or
- (g) require the Participant (and the Participant agrees) to pay to the Corporation the value of any Common Shares acquired by the Participant pursuant to an Award granted in the 12 months before a Relevant Equity Recoupment Date (less any amount paid by the Participant to acquire those Common Shares) less any Applicable Withholding Taxes.

#### **14.4 Successors and Assigns**

This Plan is binding on all successors and permitted assigns of the G Mining Entities and each Participant, including the legal representative of a Participant, or any receiver or trustee in bankruptcy or representative of the creditors of a G Mining Entity or a Participant.

#### **14.5 No Special Rights**

Nothing in this Plan or by the grant of any Awards will confer on any Participant any right to the continuation of the Participant's employment or engagement by a G Mining Entity or interfere in any way with the right of any G Mining Entity at any time to terminate a Participant's employment or engagement or to increase or decrease the compensation of a Participant.

#### **14.6 Other Employee Benefits**

The amount of any compensation received by a Participant as a result of the exercise or settlement of any Award will not constitute compensation with respect to which any other employee benefits of that Participant are determined, including benefits under any bonus, pension, profit-sharing, insurance or salary continuation plan, unless otherwise determined by the Board or specified in the other plan.

#### **14.7 No Liability**

No G Mining Entity will be liable to any Participant for any loss resulting from a decline in the price or market value of any Common Shares.

#### **14.8 Government Regulation and Grant Restrictions**

(1) The Corporation's obligation to issue and deliver Common Shares under any Award is subject to (i) the qualification or registration of those Common Shares under applicable securities laws or the availability of and compliance with applicable exemptions from those securities laws, (ii) the listing of those Common Shares on the Exchange and (iii) the receipt from the Participant of any information for the purpose of complying with applicable securities or privacy laws and the rules, regulations and policies of the Exchange and of representations, agreements and undertakings as to future dealings in those Common Shares in order to safeguard against the violation of the securities laws of any jurisdiction, in each case, as the Corporation determines to be necessary or advisable for that purpose.

(2) Awards may not be granted with a Date of Grant or effective date earlier than the date on which all actions required to grant the Awards have been completed.

#### **14.9 No Rights as a Shareholder**

Participants will not have any rights as a holder of any Common Shares covered by an Award, including the right to vote or to receive dividends or other distributions on the Common Shares.

#### **14.10 Tax Matters Generally**

(1) Each Participant is responsible for completing and filing any tax returns that may be required under Canadian, United States or other applicable jurisdiction's tax laws within the periods specified in those laws as a result of the Participant's participation in this Plan and the granting or payment or settlement of an Award.

(2) Each Participant is solely responsible for the payment of any Applicable Withholding Taxes. So as to ensure that the Corporation or a Subsidiary of the Corporation, as applicable, will be able to comply with the applicable obligations under any federal, provincial, state or local law relating to Applicable Withholding Taxes or other required deductions, the Corporation or the Subsidiary of the Corporation shall withhold or cause to be withheld from any amount payable to a Participant, either under this Plan or otherwise, such amount as may be necessary to permit the Corporation or the Subsidiary of the Corporation, as applicable, to so comply. The Corporation and any Subsidiary of the Corporation may also satisfy any liability for Applicable Withholding Tax on such terms and conditions as the Corporation may determine in its sole discretion, by (a) selling on such Participant's behalf, or requiring such Participant to sell, any Common Shares, and retaining any amount payable which would otherwise be provided or paid to such Participant in connection with any such sale, or (b) requiring, as a condition to the delivery of Common Shares hereunder, that such Participant make such arrangements as the Corporation may require so that the Corporation and its Subsidiaries can satisfy such withholding obligations, including requiring such Participant to remit an amount to the Corporation or a Subsidiary of the Corporation in advance, or reimburse the Corporation or any Subsidiary of the Corporation for any Applicable Withholding Taxes.

(3) The Corporation does not make any representation to Participants as to the tax consequences of any Award. The Corporation will not have any liability for any tax, interest or penalties that any Participant may incur as a result of the grant, vesting, exercise or settlement of any Award.

#### **14.11 Severability**

The invalidity or unenforceability of any provision of this Plan will not affect the validity or enforceability of any other provision and any invalid or unenforceable provision will be severed from this Plan.

#### **14.12 Effective Date**

The Plan is amended and restated effective July 15, 2024.

*[Remainder of page intentionally left blank.]*

## SCHEDULE A

### G MINING VENTURES CORP.

#### DEFERRED SHARE UNIT AGREEMENT

This Deferred Share Unit Agreement (the “**DSU Agreement**”) is effective as of \_\_\_\_\_, 20\_\_\_\_ between G Mining Ventures Corp., a corporation existing under the laws of Canada (the “**Corporation**”), and \_\_\_\_\_, an individual residing in \_\_\_\_\_ (the “**Participant**” or “**you**”).

**WHEREAS** the Corporation has adopted an Omnibus Equity Incentive Plan (the “**Plan**”, as it may be amended from time to time), which Plan provides for the granting of Deferred Share Units to Participants (as defined in the Plan), entitling such Participants to receive Common Shares in the capital of the Corporation or the Fair Market Value of the Deferred Share Units in cash;

**AND WHEREAS** the Corporation desires to continue to receive the benefit of your services and to more fully align your interests with the Corporation’s and its Subsidiaries’ future success;

**AND WHEREAS** the Corporation desires to grant to you Deferred Share Units upon the terms and conditions hereinafter provided;

**AND WHEREAS** capitalized terms used and not otherwise defined in this DSU Agreement shall have the meanings set forth in the Plan.

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Deferred Share Units.** The Corporation hereby grants to you, as of \_\_\_\_\_, 20\_\_\_\_, subject to the terms and conditions of the Plan and as hereinafter set forth, \_\_\_\_\_ Deferred Share Units (the “**Deferred Share Units**” or “**DSUs**”).
- 2. Settlement.** In accordance with section 5.5 of the Plan, following the DSU Termination Date, provided you are not subject to United States federal income tax with respect to your DSUs, you may elect to settle any vested DSUs by giving notice to the Corporation at any time up to December 15 of the year after the year that includes the Participant’s DSU Termination Date, and, if notice is not given, it will be deemed to have been given on December 15 of the year that includes the Participant’s DSU Termination Date. If the Participant is subject to federal income taxation in the United States, then settlement of the Deferred Share Units shall only occur if the Participant’s DSU Termination Date is also the Participant’s “separation from service”, which shall be determined accordance with the requirements set forth in United States Treasury Regulation section 1.409A 1(h) or other applicable laws of the United States, and within 90 days following such DSU Termination Date.
- 3. Vesting of the DSUs.** The DSUs shall vest according to the following table and otherwise in accordance with the terms of the Plan:

VESTING DATE	% OF DSUS VESTED
●	●%

- 4. Applicable Withholding Taxes.** The Participant acknowledges that Applicable Withholding Taxes will be withheld as required by law from any payments in respect of DSUs credited to the Participant.

- 5. Section 409A of the Code.** To the extent the Participant is subject to United States federal income tax, this DSU Agreement is intended to be a compliant deferred compensation plan under section 409A of the United States Internal Revenue Code of 1986, as amended from time to time and the Treasury Regulations promulgated thereunder (the "Code"), and shall be administered and interpreted in accordance with the requirements of section 409A. If the Participant is a specified employee (as defined in section 409A of the Code) at the time of their separation from service, then the settlement of Deferred Share Units shall be delayed for six months or until the Participant's death, if earlier, to the extent required to avoid adverse taxation under section 409A of the Code.
- 6. Acknowledgement.** You acknowledge having received and reviewed the terms of the Plan and agree to be bound by them. You further acknowledge that value of the DSUs is based on the value of the Common Shares and therefore is not guaranteed, and no funds will be set aside to guarantee the payment of DSUs. Future payment of DSUs will remain an unfunded and unsecured liability recorded on the books of the Corporation.
- 7. Subject to Plan.** This DSU Agreement shall be subject in all respects to the provisions of the Plan, the terms and conditions of which are hereby expressly incorporated by reference. In the event of any discrepancy between the terms of the Plan and the terms of this DSU Agreement, the term of the Plan shall prevail. By accepting this grant, you represent and warrant to the Corporation that your participation in the Plan is voluntary.
- 8. Shareholder Rights.** You shall have no rights whatsoever as a shareholder in respect of any of the Deferred Share Units.
- 9. Transfer of Deferred Share Unit.** The Deferred Share Units granted pursuant to this DSU Agreement shall not be assignable or transferable by you, except in accordance with the Plan.
- 10. Notice.** Any notice required or permitted to be given hereunder shall be given in accordance with, and subject to, the provisions of the Plan.
- 11. Governing Law.** This DSU Agreement and the Deferred Share Units shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.
- 12. Execution.** This DSU Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this DSU Agreement to be executed as of the date hereof.

**G MINING VENTURES CORP.**

Per: \_\_\_\_\_  
Authorized Signing Officer

**NAME OF PARTICIPANT:**\_\_\_\_\_.

**SIGNATURE OF PARTICIPANT:**\_\_\_\_\_.

**ADDRESS:**\_\_\_\_\_.



## SCHEDULE A-1

### G MINING VENTURES CORP.

#### DEFERRED SHARE UNIT ELECTION

This Deferred Share Unit Election (the “**DSU Election**”) is effective as of \_\_\_\_\_, 20\_\_\_\_ between G Mining Ventures Corp., a corporation existing under the laws of Canada (the “**Corporation**”), and \_\_\_\_\_, an individual residing in \_\_\_\_\_ (the “**Participant**” or “**you**”).

**WHEREAS** the Corporation has adopted an Omnibus Equity Incentive Plan (the “**Plan**”, as it may be amended from time to time), which Plan provides for the granting of Deferred Share Units to Participants (as defined in the Plan), entitling such Participants to receive Common Shares in the capital of the Corporation or the Fair Market Value of the Deferred Share Units in cash;

**AND WHEREAS** the Plan permits Participants to elect to receive remuneration otherwise payable in cash in the form of Deferred Share Units

**AND WHEREAS** capitalized terms used and not otherwise defined in this Deferred Share Unit Election shall have the meanings set forth in the Plan.

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### Part I - Election:

Subject to Part II of this Notice, for the calendar year commencing [●] and continuing until this election is changed in accordance with the Plan, the Participant hereby elects to receive the following percentage of their Annual Remuneration in the form of DSUs:

	Amount	Percentage in DSUs	Percentage in Cash*
Annual Remuneration	\$(●)	[●]%	[●]%

\*cash payments will be made quarterly in arrears

#### Part II

- 1. Settlement.** In accordance with section 5.5 of the Plan, following the DSU Termination Date, provided you are not subject to United States federal income tax with respect to your DSUs, you may elect to settle any vested DSUs by giving notice to the Corporation at any time up to December 15 of the year after the year that includes the Participant's DSU Termination Date, and, if notice is not given, it will be deemed to have been given on December 15 of the year that includes the Participant's DSU Termination Date. If the Participant is subject to federal income taxation in the United States, then settlement of the Deferred Share Units shall only occur if the Participant's DSU Termination Date is also the Participant's "separation from service", which shall be determined accordance with the requirements set forth in United States Treasury Regulation section 1.409A 1(h) or other applicable laws of the United States, and within 90 days following such DSU Termination Date.

- 2. Applicable Withholding Taxes.** The Participant acknowledges that Applicable Withholding Taxes will be withheld as required by law from any payments in respect of DSUs credited to the Participant.
- 3. Section 409A of the Code.** To the extent the Participant is subject to United States federal income tax, this DSU Agreement is intended to be a compliant deferred compensation plan under section 409A of the United States Internal Revenue Code of 1986, as amended from time to time and the Treasury Regulations promulgated thereunder (the “Code”), and shall be administered and interpreted in accordance with the requirements of section 409A. If the Participant is a specified employee (as defined in section 409A of the Code) at the time of their separation from service, then the settlement of Deferred Share Units shall be delayed for six months or until the Participant’s death, if earlier, to the extent required to avoid adverse taxation under section 409A of the Code.
- 4. Acknowledgement.** You acknowledge having received and reviewed the terms of the Plan and agree to be bound by them. You further acknowledge that value of the DSUs is based on the value of the Common Shares and therefore is not guaranteed, and no funds will be set aside to guarantee the payment of DSUs. Future payment of DSUs will remain an unfunded and unsecured liability recorded on the books of the Corporation.
- 5. Subject to Plan.** This Deferred Share Unit Election shall be subject in all respects to the provisions of the Plan, the terms and conditions of which are hereby expressly incorporated by reference. In the event of any discrepancy between the terms of the Plan and the terms of this Deferred Share Unit Election, the terms of the Plan shall prevail. By accepting this grant, you represent and warrant to the Corporation that your participation in the Plan is voluntary.
- 6. Shareholder Rights.** You shall have no rights whatsoever as a shareholder in respect of any of the Deferred Share Units.
- 7. Transfer of Deferred Share Unit.** The Deferred Share Units granted pursuant to this DSU Agreement shall not be assignable or transferable by you, except in accordance with the Plan.
- 8. Notice.** Any notice required or permitted to be given hereunder shall be given in accordance with, and subject to, the provisions of the Plan.
- 9. Governing Law.** This DSU Agreement and the Deferred Share Units shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.
- 10. Execution.** This DSU Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this DSU Agreement to be executed as of the date hereof.

**G MINING VENTURES CORP.**

Per: \_\_\_\_\_  
Authorized Signing Officer

**NAME OF PARTICIPANT:** \_\_\_\_\_.

**SIGNATURE OF PARTICIPANT:**\_\_\_\_\_.

**ADDRESS:**\_\_\_\_\_.

## SCHEDULE B

### G MINING VENTURES CORP.

#### OPTION AGREEMENT

This Option Agreement (the "**Option Agreement**") is effective as of \_\_\_\_\_, 20\_\_\_\_ between G Mining Ventures Corp., a company existing under the laws of Canada (the "**Corporation**"), and \_\_\_\_\_, an individual residing in \_\_\_\_\_ (the "**Participant**" or "**you**").

**WHEREAS** the Corporation has adopted an Omnibus Equity Incentive Plan (the "**Plan**", as it may be amended from time to time), which Plan provides for the granting of Options to Participants (as defined in the Plan), entitling such Participants to receive Common Shares in the capital of the Corporation;

**AND WHEREAS** the Corporation desires to continue to receive the benefit of your services and to more fully align your interests with the Corporation's and its Subsidiaries' future success;

**AND WHEREAS** the Corporation desires to grant to you Options upon the terms and conditions hereinafter provided;

**AND WHEREAS** capitalized terms used and not otherwise defined in this Option Agreement shall have the meanings set forth in the Plan.

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Options.** The Corporation hereby grants to you, as of \_\_\_\_\_, 20\_\_\_\_, subject to the terms and conditions of the Plan and as hereinafter set forth, \_\_\_\_\_ Options (the "**Options**") to acquire \_\_\_\_\_ Common Shares in the capital of the Corporation at a price of \$ \_\_\_\_\_ per Common Share. The Expiry Date of your Options is \_\_\_\_\_.
2. **Vesting of the Options.** The Options granted to you by the Corporation will be vested in accordance with the Plan and as follows:

PERIOD	NUMBER OF OPTIONS VESTED
●	●%

3. **Subject to Plan.** This Option Agreement shall be subject in all respects to the provisions of the Plan, the terms and conditions of which are hereby expressly incorporated by reference. In the event of any discrepancy between the terms of the Plan and the terms of this Option Agreement, the terms of the Plan shall prevail. You acknowledge having received and reviewed the terms of the Plan and agree to be bound by them. By accepting this grant, you represent and warrant to the Corporation that your participation in the Plan is voluntary.
4. **Shareholder Rights.** You shall have no rights whatsoever as a shareholder in respect of any of the Options.
5. **Transfer of Options.** The Options granted pursuant to this Option Agreement shall not be assignable or transferable by you, except in accordance with the Plan.
6. **Notice.** Any notice required or permitted to be given hereunder shall be given in accordance with, and subject to, the provisions of the Plan.

**7. Governing Law.** This Option Agreement and the Options shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

**8. Execution.** This Option Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Option Agreement to be executed as of the date hereof.

**G MINING VENTURES CORP.**

Per: \_\_\_\_\_  
Authorized Signing Officer

**NAME OF PARTICIPANT:**\_\_\_\_\_.

**SIGNATURE OF PARTICIPANT:**\_\_\_\_\_.

**ADDRESS:**\_\_\_\_\_.

**SCHEDULE B1**

**G MINING VENTURES CORP.**

**NOTICE OF OPTION EXERCISE**

To: Chief Executive Officer, G Mining Ventures Corp. (the "**Corporation**")

Please be advised that, in connection with stock options granted to me under the Corporation's Omnibus Equity Incentive Plan (the "**Plan**", as it may be amended from time to time), pursuant to the Option Grant Agreement dated [●] (the "**Options**"), the undersigned hereby wishes to exercise his or her option to purchase Common Shares (the "**Option Shares**") in the capital of the Corporation at a price of \$[●] per Option Share, for a total payment of \$[●] (the "**Exercise Payment**"). Capitalized terms used and not otherwise defined in this Notice of Option Exercise shall have the meanings set forth in the Plan.

I hereby agree to assist the Corporation in the filing of, and will file on a timely basis, all reports that I may be required to file under applicable securities laws. I understand that the fair market value assigned to my Options for income tax purposes will be the closing price of the Common Shares of the Corporation on the Exchange on the date of this exercise or as otherwise determined by the Corporation if the Common Shares are not then listed on an Exchange. I further understand that this request to exercise my Options is irrevocable.

Please find enclosed a bank draft or certified cheque in the amount of \$ \_\_\_\_\_, representing the aggregate Exercise Payment payable to the Corporation in full payment for the Option Shares.

The Option Shares issued on the exercise of my Options specified above are to be registered as follows:

\_\_\_\_\_  
(Print Registrant's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Number)

\_\_\_\_\_  
(E-Mail Address)

\_\_\_\_\_  
(Optionee's Signature)

\_\_\_\_\_  
(Date)

## SCHEDULE C

### G MINING VENTURES CORP.

#### PERFORMANCE SHARE UNIT AGREEMENT

This Performance Share Unit Agreement (the “**PSU Agreement**”) is effective as of \_\_\_\_\_, 20\_\_\_\_ between G Mining Ventures Corp., a company existing under the laws of Canada (the “**Corporation**”), and \_\_\_\_\_, an individual residing in \_\_\_\_\_ (the “**Participant**” or “**you**”).

**WHEREAS** the Corporation has adopted an Omnibus Equity Incentive Plan (the “**Plan**”, as it may be amended from time to time), which Plan provides for the granting of Performance Share Units to Participants (as defined in the Plan), entitling such Participants to receive Common Shares in the capital of the Corporation or the Fair Market Value;

**AND WHEREAS** the Corporation desires to continue to receive the benefit of your services and to more fully align your interests with the Corporation’s and its Subsidiaries’ future success;

**AND WHEREAS** the Corporation desires to grant to you Performance Share Units upon the terms and conditions hereinafter provided;

**AND WHEREAS** capitalized terms used and not otherwise defined in this PSU Agreement shall have the meanings set forth in the Plan.

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Performance Share Units.** The Corporation hereby grants to you, as of \_\_\_\_\_, 20\_\_\_\_, subject to the terms and conditions of the Plan and as hereinafter set forth, \_\_\_\_\_ Performance Share Units (the “**Performance Share Units**”).
2. **Vesting of the Performance Share Units.** The Performance Share Units will vest at the discretion of the Board (or any Committee thereof) on the achievement of the Performance Vesting Goals set forth below at the end of the applicable Performance Period and otherwise in accordance with the terms of the Plan:

PERFORMANCE PERIOD	PERFORMANCE VESTING GOALS	% OF PERFORMANCE SHARE UNITS VESTED
.	.	.%

3. **Settlement.** In accordance with section 7.4 of the Plan, the Corporation will pay the amount required to settle all vested PSUs as soon as practicable but not more than 30 days after the applicable PSU Vesting Date. If the Participant is subject to federal income taxation in the United States, then settlement of the Performance Share Units shall only occur upon the Participant’s “separation from service”, which shall be determined accordance with the requirements set forth in United States Treasury Regulation section 1.409A 1(h) or other applicable laws of the United States.
4. **Section 409A of the Code.** To the extent the Participant is subject to United States federal income tax, this DSU Agreement is intended to be a compliant deferred compensation plan under section 409A of the United States Internal Revenue Code of 1986, as amended from time to time and the Treasury Regulations promulgated thereunder (the “**Code**”), and shall be administered and interpreted in accordance with the requirements of section 409A. If the Participant is a specified

employee (as defined in section 409A of the Code) at the time of their separation from service, then the settlement of Performance Share Units shall be delayed for six months or until the Participant's death, if earlier, to the extent required to avoid adverse taxation under section 409A of the Code.

- 5. Subject to Plan.** This PSU Agreement shall be subject in all respects to the provisions of the Plan, the terms and conditions of which are hereby expressly incorporated by reference. In the event of any discrepancy between the terms of the Plan and the terms of this PSU Agreement, the terms of the Plan shall prevail. You acknowledge having received and reviewed the terms of the Plan and agree to be bound by them. You further acknowledge that value of the Performance Share Units is based on the value of the Common Shares and therefore is not guaranteed. By accepting this grant, you represent and warrant to the Corporation that your participation in the Plan is voluntary.
- 6. Shareholder Rights.** You shall have no rights whatsoever as a shareholder in respect of any of the Performance Share Units.
- 7. Transfer of Performance Share Unit.** The Performance Share Units granted pursuant to this PSU Agreement shall not be assignable or transferable by you, except in accordance with the Plan.
- 8. Notice.** Any notice required or permitted to be given hereunder shall be given in accordance with, and subject to, the provisions of the Plan.
- 9. Governing Law.** This PSU Agreement and the Performance Share Units shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.
- 10. Execution.** This PSU Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this PSU Agreement to be executed as of the date hereof.

**G MINING VENTURES CORP.**

Per: \_\_\_\_\_  
Authorized Signing Officer

**NAME OF PARTICIPANT:**\_\_\_\_\_.

**SIGNATURE OF PARTICIPANT:**\_\_\_\_\_.

**ADDRESS:**\_\_\_\_\_.



## SCHEDULE D

### G MINING VENTURES CORP.

#### RESTRICTED SHARE UNIT AGREEMENT

This Restricted Share Unit Agreement (the “**RSU Agreement**”) effective as of \_\_\_\_\_, 20\_\_\_\_ between G Mining Ventures Corp., a company existing under the laws of Canada (the “**Corporation**”), and \_\_\_\_\_, an individual residing in \_\_\_\_\_ (the “**Participant**” or “**you**”).

**WHEREAS** the Corporation has adopted an Omnibus Equity Incentive Plan (the “**Plan**”, as it may be amended from time to time), which Plan provides for the granting of Restricted Share Units to Participants (as defined in the Plan), entitling such Participants to receive, on settlement of vested Restricted Share Units, Common Shares in the capital of the Corporation or the Fair Market Value of such Vested Restricted Share Units in cash;

**AND WHEREAS** the Corporation desires to continue to receive the benefit of your services and to more fully align your interests with the Corporation’s and its Subsidiaries’ future success;

**AND WHEREAS** the Board of the Corporation approved the granting of Restricted Share Units to you, upon the terms and conditions hereinafter provided;

**AND WHEREAS** the Corporation desires to grant to you Restricted Share Units upon the terms and conditions hereinafter provided;

**AND WHEREAS** capitalized terms used and not otherwise defined in this RSU Agreement shall have the meanings set forth in the Plan.

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Restricted Share Units.** The Corporation hereby grants to you, as of \_\_\_\_\_, 20\_\_\_\_, subject to the terms and conditions of the Plan and as hereinafter set forth, \_\_\_\_\_ Restricted Share Units (the “**Restricted Share Units**”).
- 2. Vesting of the Restricted Share Units.** The Restricted Share Units shall vest according to the following table and otherwise in accordance with the terms of the Plan:

VESTING DATE	% OF RESTRICTED SHARE UNITS VESTED
●	●%

- 3. Subject to Plan.** This RSU Agreement shall be subject in all respects to the provisions of the Plan, the terms and conditions of which are hereby expressly incorporated by reference. In the event of any discrepancy between the terms of the Plan and the terms of this RSU Agreement, the terms of the Plan shall prevail. You acknowledge having received and reviewed the terms of the Plan and agree to be bound by them. You further acknowledge that value of the Restricted Share Units is based on the value of the Common Shares and therefore is not guaranteed. By accepting this grant, you represent and warrant to the Corporation that your participation in the Plan is voluntary.
- 4. Shareholder Rights.** You shall have no rights whatsoever as a shareholder in respect of any of the Restricted Share Units.

- 5. Transfer of Restricted Share Unit.** The Restricted Share Units granted pursuant to this RSU Agreement shall not be assignable or transferable by you, except in accordance with the Plan.
- 6. Notice.** Any notice required or permitted to be given hereunder shall be given in accordance with, and subject to, the provisions of the Plan.
- 7. Governing Law.** This RSU Agreement and the Restricted Share Units shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.
- 8. Execution.** This RSU Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this RSU Agreement to be executed as of the date hereof.

**G MINING VENTURES CORP.**

Per: \_\_\_\_\_  
Authorized Signing Officer

**NAME OF PARTICIPANT:**\_\_\_\_\_.

**SIGNATURE OF PARTICIPANT:**\_\_\_\_\_.

**ADDRESS:**\_\_\_\_\_.

## SCHEDULE E

### G MINING VENTURES CORP.

#### STOCK APPRECIATION RIGHTS AGREEMENT

This Stock Appreciation Rights Agreement (the “**SAR Agreement**”) is effective as of \_\_\_\_\_, 20\_\_\_\_ between G Mining Ventures Corp., a company existing under the laws of Canada (the “**Corporation**”), and \_\_\_\_\_, an individual residing in \_\_\_\_\_ (the “**Participant**” or “**you**”).

**WHEREAS** the Corporation has adopted an Omnibus Equity Incentive Plan (the “**Plan**”, as it may be amended from time to time), which Plan provides for the granting of SARs to Participants (as defined in the Plan), entitling such Participants to receive a cash payment or Common Shares in the capital of the Corporation;

**AND WHEREAS** the Corporation desires to continue to receive the benefit of your services and to more fully align your interests with the Corporation’s and its Subsidiaries’ future success;

**AND WHEREAS** the Corporation desires to grant to you SARs upon the terms and conditions hereinafter provided;

**AND WHEREAS** capitalized terms used and not otherwise defined in this SAR Agreement shall have the meanings set forth in the Plan.

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **SARs.** The Corporation hereby grants to you, as of \_\_\_\_\_, 20\_\_\_\_, subject to the terms and conditions of the Plan and as hereinafter set forth, \_\_\_\_\_ SARs (the “**SARs**”) in respect of \_\_\_\_\_ Common Shares with a SAR Base Amount of \$\_\_\_\_\_ per Common Share. The Expiry Date of your SARs is \_\_\_\_\_.
2. **Vesting of the SARs.** The SARs granted to you by the Corporation will be vested in accordance with the Plan and as follows:

PERIOD	NUMBER OF SARS VESTED
●	●%

3. **Subject to Plan.** This SAR Agreement shall be subject in all respects to the provisions of the Plan, the terms and conditions of which are hereby expressly incorporated by reference. In the event of any discrepancy between the terms of the Plan and the terms of this SAR Agreement, the terms of the Plan shall prevail. You acknowledge having received and reviewed the terms of the Plan and agree to be bound by them. You further acknowledge that value of the SARs is based on the value of the Common Shares and therefore is not guaranteed. By accepting this grant, you represent and warrant to the Corporation that your participation in the Plan is voluntary.
4. **Shareholder Rights.** You shall have no rights whatsoever as a shareholder in respect of any of the SARs.
5. **Transfer of SARs.** The SARs granted pursuant to this SAR Agreement shall not be assignable or transferable by you, except in accordance with the Plan.

**6. Notice.** Any notice required or permitted to be given hereunder shall be given in accordance with, and subject to, the provisions of the Plan.

**7. Governing Law.** This SAR Agreement and the SARs shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

**8. Execution.** This SAR Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this SAR Agreement to be executed as of the date hereof.

**G MINING VENTURES CORP.**

Per: \_\_\_\_\_  
Authorized Signing Officer

**NAME OF PARTICIPANT:**\_\_\_\_\_.

**SIGNATURE OF PARTICIPANT:**\_\_\_\_\_.

**ADDRESS:**\_\_\_\_\_