

G MINING VENTURES CORP.

- and -

G2 GOLDFIELDS INC.

- and -

G3 GOLDFIELDS INC.

ARRANGEMENT AGREEMENT

APRIL 9, 2026

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ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated April 9, 2026,

AMONG:

G MINING VENTURES CORP., a corporation existing under the federal laws of Canada ("**GMIN**");

AND:

G2 GOLDFIELDS INC., a corporation existing under the federal laws of Canada (the "**Corporation**");

AND:

G3 GOLDFIELDS INC., a corporation existing under the laws of the Province of Ontario ("**Spinco**");

WHEREAS:

- A. The Parties are proposing an arrangement involving, among other things, the acquisition by GMIN of all of the issued and outstanding Corporation Shares pursuant to the Arrangement, as provided in this Agreement;
- B. The Board has unanimously determined, after consultation with its financial and legal advisors and following receipt and review of the Fairness Opinions and a unanimous recommendation of the Special Committee, that the Arrangement is fair to the Corporation Shareholders and in the best interests of the Corporation. The Board has approved the transactions contemplated by this Agreement and agreed to unanimously recommend the approval of the Arrangement Resolution to the Corporation Shareholders;
- C. Upon the effectiveness of the Arrangement, holders of Corporation Shares will each receive GMIN Consideration Shares and Spinco Consideration Shares on the terms set out herein; and
- D. Each of the Supporting Shareholders has entered into a Voting Support Agreement pursuant to which, among other things, such Supporting Shareholder has agreed to vote in favour of the Arrangement Resolution, on the terms and subject to the conditions set forth in the applicable Voting Support Agreement.

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

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"**Acceptable Confidentiality Agreement**" has the meaning ascribed thereto in Section 7.1(c)(iv);

“Acquisition Proposal” means, other than the transactions involving the Parties contemplated by this Agreement or any transaction involving only the Corporation and/or one or more of its subsidiaries, any written or oral offer, proposal, expression of interest, or inquiry to the Corporation or the Corporation Shareholders from any Person or group of Persons (other than from GMIN or its subsidiaries), made after the date hereof that relates to any one or more of the following:

- (a) any direct or indirect acquisition, sale, disposition or purchase (or lease, exchange, transfer or other arrangement having the same economic effect as a sale), whether in a single transaction or a series of related transactions, of: (i) (A) the assets of the Corporation and/or one or more of its subsidiaries that, individually or in the aggregate, constitute 20% or more of the consolidated assets of the Corporation and its subsidiaries taken as a whole, or (B) any of the Corporation Properties; or (ii) 20% or more of any class of voting or equity securities (and including securities convertible into or exercisable or exchangeable for voting or equity securities) of the Corporation or any one or more of its subsidiaries that, individually or in the aggregate, constitute 20% or more of the consolidated assets of the Corporation and its subsidiaries taken as a whole;
- (b) any direct or indirect take-over bid, issuer bid, tender offer, exchange offer, treasury issuance or other transaction for any class of equity securities of the Corporation and/or one or more of its subsidiaries that, if consummated, would result in any such Person or group of Persons beneficially owning 20% or more of any class of voting or equity securities of the Corporation or any of its subsidiaries (and including securities convertible into or exercisable or exchangeable for voting or equity securities);
- (c) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving the Corporation and/or any one or more of its subsidiaries that, individually or in the aggregate, constitute 20% or more of the consolidated assets of the Corporation and its subsidiaries taken as a whole; or
- (d) any other transaction or series of transactions involving the Corporation or any of its subsidiaries having substantially the same result as any of the foregoing;

“affiliate” has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions and Regulation 45-106 respecting Prospectus Exemptions*;

“Agreement” means this arrangement agreement, together with the schedules attached hereto, the Corporation Disclosure Letter and the GMIN Disclosure Letter, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

“Anti-Corruption Laws” means any applicable law for the prevention or punishment of public or commercial corruption and bribery, including the *Foreign Corrupt Practices Act* (United States), the *Corruption of Foreign Public Officials Act* (Canada), the *Criminal Code* (Canada), the *Brazilian Anti-Corruption Act, Law No. 12,846* (Brazil), the *Criminal Code* (Brazil), the *Administrative Improbity Law* (Brazil), the *Anti-Corruption Act* (Suriname), the *Transparency, Anti-Corruption and Economic Modernisation Act 2016-1691 of 9 December 2016* (French Guiana) and the *Criminal Law (Offences) Act Cap 8:01* (Guyana), and any applicable anti-corruption or anti-bribery Law of any other applicable jurisdiction;

“Anti-Spam Laws” means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial*

activities, and to amend the Canadian Radio-television and Telecommunications Commission Act (Canada) and any other applicable analogous Laws;

“Arm’s Length” has the meaning ascribed thereto in the Tax Act;

“Arrangement” means the arrangement under section 192 of the CBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments, variations or modifications thereto made in accordance with the terms of this Agreement, the Plan of Arrangement and the Interim Order (once issued) or made at the direction of the Court in the Final Order, provided that any such amendments, variations or modifications are consented to by the Principal Parties, each acting reasonably;

“Arrangement Resolution” means the special resolution of the Corporation Shareholders approving the Arrangement to be considered at the Meeting, substantially in the form attached as Schedule B;

“Articles of Arrangement” means the articles of arrangement of the Corporation in respect of the Arrangement required under subsection 192(6) of the CBCA to be filed with the Director after the Final Order is issued, which shall include the Plan of Arrangement and otherwise be in form and substance acceptable to the Principal Parties, each acting reasonably;

“Board” means the board of directors of the Corporation, as the same is constituted from time to time;

“Board Recommendation” has the meaning ascribed thereto in Section 2.4(b);

“Business Day” means any day, other than a Saturday, a Sunday or any day on which it is a civic holiday in or on which major banking institutions in Montreal, Québec and Toronto, Ontario are required by Law to be closed for business;

“CBCA” means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44;

“Certificate of Arrangement” means the Certificate of Arrangement in respect of the Corporation issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement, giving effect to the Arrangement;

“Change in Recommendation” has the meaning ascribed thereto in Section 8.2(c)(i);

“Circular” means the notice of the Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto, and any information incorporated by reference in such management information circular, to be sent to the Corporation Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time;

“Claim” has the meaning ascribed thereto in Section 7.7(b);

“Code” means the United States Internal Revenue Code of 1986, as amended;

“Competition Act” means the *Competition Act* (Canada);

“Conditional Option Exercise” has the meaning ascribed thereto in Section 5.8(b)(iii)(A);

“Confidentiality Agreement” means the confidentiality agreement between the Principal Parties dated as of November 26, 2024, as it may be amended from time to time in accordance with its terms;

“Consideration” means for each Corporation Share, a number of GMIN Shares equal to the Exchange Ratio and a number of Spinco Shares equal to the Spinco Exchange Ratio;

“Contract” means, in respect of any Party, any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership, note, instrument or other contractual right or obligation, whether verbal or written, to which such Party or any of its subsidiaries is a party or by which it or any of its subsidiaries is legally bound or affected or to which any of their respective properties or assets is subject;

“Corporation” has the meaning ascribed thereto in the preamble;

“Corporation Class A Shares” means the shares in the capital of the Corporation designated as the “Class A Common Shares” created pursuant to Section 2.04(c)(i) of the Arrangement;

“Corporation Disclosure Letter” means the disclosure letter executed by the Corporation and delivered to GMIN on the date hereof in connection with the execution of this Agreement;

“Corporation Employee Plans” means all employee benefit, health, welfare, dental, supplemental unemployment benefit, bonus, commission, employee assistance, change of control, retention bonus, incentive, profit sharing, deferred compensation, stock purchase, stock compensation, stock option, disability, life insurance, pension, retirement or savings, and other employee benefit plans, policies, arrangements, practices or undertakings, whether oral or written, formal or informal, funded or unfunded, registered or unregistered, or insured or self-insured, which are sponsored, administered or maintained by or contributed to, or required to be contributed to, by the Corporation or any of its subsidiaries for the benefit of its current or former employees, directors, non-employee service providers, consultants or independent contractors (or the spouses, dependents or beneficiaries thereof), or as provided by any collective agreement to which the Corporation or its subsidiaries is a party or by which it is or was bound or with respect to which the Corporation or any of its subsidiaries participates or has any actual or potential liability or obligations, but excluding any statutory benefit plans which the Corporation or its subsidiaries are required to participate in or comply with, including the Canada Pension Plans and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;

“Corporation Financial Statements” has the meaning ascribed thereto in Section (I) of Schedule C;

“Corporation Material Contract” means, in respect of the Corporation, any Contract, excluding any Contract related solely to the Spinco Assets and in respect of which the Corporation will not have any liabilities or obligations following the Effective Time:

- (a) which, if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect in respect of the Corporation;
- (b) under which the Corporation or any of its subsidiaries has, directly or indirectly, guaranteed any liabilities or obligations of a third party (other than ordinary course endorsements for collection) in excess of \$2 million;
- (c) relating to indebtedness for borrowed money, whether incurred, assumed, guaranteed or secured by any asset, with an outstanding principal amount in excess of \$2 million or that is otherwise material to the business or to the operations of the Corporation and its subsidiaries, on a consolidated basis;

- (d) providing for the establishment, investment in, operation, organization or formation of any joint venture, strategic relationship, limited liability company, partnership, or similar entity;
- (e) under which the Corporation or any of its subsidiaries is obligated to make or expects to receive payments in excess of \$2 million;
- (f) that limits or restricts the Corporation or any of its subsidiaries from engaging in any line of business or any geographic area, or from competing with any Person or operating or acquiring assets in any location in any material respect, the scope of Persons to whom the Corporation or any of its subsidiaries may sell products or deliver services, or grants a third party a "most favoured nation" or similar right that would reasonably be expected to be material to the business or to the operations of the Corporation and its subsidiaries, taken as a whole;
- (g) that is a lease, license of occupation or mining claim or other Contract in respect of real property or the exploration or extraction of minerals from such subject real property by the Corporation or its subsidiaries with third parties and that is material to the business or to the operations of the Corporation and its subsidiaries, taken as a whole;
- (h) which is a collective bargaining or union agreement or any other material Contract with any labour union;
- (i) that is a shareholders agreement, registration rights agreement, voting trust, proxy or similar agreement, arrangement or commitment with respect to any shares or other equity interests of the Corporation or its subsidiaries or any other Contract relating to disposition, voting or dividends with respect to any shares or other equity securities of the Corporation or its subsidiaries;
- (j) providing for the sale or exchange of, or option to sell or exchange, the Corporation Material Property, as applicable, or any property or asset with a fair market value in excess of \$2 million;
- (k) providing for a royalty, streaming, production payment, net profits, earn-out, metal prepayment or similar arrangement or economically equivalent arrangement in respect of the Corporation Material Property, as applicable, and with a value or potential value in excess of \$2 million;
- (l) restricting the ability of the Corporation to offer to purchase or purchase the assets or equity securities of another Person;
- (m) that is a material agreement with a Governmental Entity or with any first nations, aboriginal or indigenous group; or
- (n) that is otherwise material to the Corporation and its subsidiaries, taken as a whole;

"Corporation Material Property" has the meaning ascribed thereto in the Corporation Disclosure Letter;

"Corporation Optionholder" means a holder of Corporation Options;

“Corporation Options” means, at any time, options to purchase Corporation Shares granted pursuant to the Corporation Stock Option Plan which are, at such time, outstanding and unexercised, whether or not vested;

“Corporation Properties” has the meaning ascribed thereto in Section (v)(i) of Schedule C;

“Corporation Public Disclosure Record” means all documents and information filed by the Corporation under applicable Securities Laws on SEDAR+ since January 1, 2024, which are publicly available as of the date of this Agreement;

“Corporation RSU Plan” means the restricted share unit plan of the Corporation ratified by the Corporation Shareholders on November 29, 2019, as amended on April 2, 2024;

“Corporation RSUs” means, at any time, restricted share units granted pursuant to the Corporation RSU Plan, which are, at such time, outstanding, whether or not vested, as set forth in the Corporation Disclosure Letter;

“Corporation Securities” means, collectively, the Corporation Shares, the Corporation Options and the Corporation RSUs;

“Corporation Securityholders” means the holders of Corporation Shares, Corporation Options and Corporation RSUs;

“Corporation Shareholders” means the holders of the Corporation Shares;

“Corporation Shares” means the common shares in the authorized share capital of the Corporation;

“Corporation Stock Option Plan” means the amended and restated stock option plan of the Corporation ratified by the Corporation Shareholders on November 24, 2022, as amended on April 2, 2024;

“Corporation Technical Report” means the technical report for the Corporation Material Property entitled “NI 43-101 Technical Report for the Preliminary Economic Assessment (PEA) on the Oko Gold Project in the Co-operative Republic of Guyana, South America”, dated January 23, 2026 with an effective date of December 8, 2025;

“Corporation Share VWAP Value” means the volume weighted average trading price of a Corporation Share on the TSX for the five trading days ending on the second trading day prior to the Effective Date;

“Court” means the Ontario Superior Court of Justice (Commercial List);

“CVR Agreement” means the contingent value right agreement to be entered into on the Effective Date, substantially in the form attached hereto as Schedule E;

“Data Processing Requirements” means, collectively, (a) all applicable Laws governing privacy and all applicable contractual obligations to third parties relating to privacy, data protection processing, transfer or security of Personal Information; (b) all publicly-facing written policies governing the collection, use, disclosure, transfer, security, retention and destruction of Personal Information; and (c) all applicable Anti-Spam Laws;

“Depository” means TSX Trust Company or such other depository as may be agreed upon by the Principal Parties, each acting reasonably;

“Director” means the director appointed pursuant to Section 260 of the CBCA;

“Dissent Rights” means the rights of dissent in respect of the Arrangement granted to the Corporation Shareholders described in the Plan of Arrangement;

“Economic Sanction/Trade Laws” means all applicable Laws relating to anti-terrorism, the importation of goods, export controls, anti-boycott, and Sanctions Targets, including prohibited or restricted international trade and financial transactions and lists maintained by any Governmental Entity, agency, authority or Person targeting certain countries, territories, or Persons, including the *United Nations Act* (Canada), *Special Economic Measures Act* (Canada) and any other applicable sanctions-related law administered by Global Affairs Canada, the Royal Canadian Mounted Police, the Public Prosecution Services of Canada, or any other jurisdictions where the business of the Corporation is carried on;

“Effective Date” means the date shown on the Certificate of Arrangement giving effect to the Arrangement;

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

“Environmental Approvals” means all Permits, instructions, directions, rulings, decisions, decrees, conditions, notifications or demands, issued or required by any Governmental Entity pursuant to any Environmental Law;

“Environmental Laws” means all applicable Laws aimed at or relating to, or imposing liability or standards of conduct for, the: (a) development, operation, reclamation or restoration of properties; (b) abatement of pollution; (c) protection or quality of the environment; (d) protection of wildlife, including endangered species; (e) management, manufacture, processing, distribution, handling, treatment, storage, disposal, transportation, use or control of, or exposure to, Hazardous Substances; or (f) Releases or threatened Releases;

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended;

“Exchange Ratio” means 0.212 of a GMIN Share for each Corporation Share;

“Fairness Opinions” means the opinion of each of ATB Cormark Capital Markets and Canaccord Genuity Corp. to the effect that, as of the date of such opinion, subject to the assumptions, limitations and qualifications contained therein, the Consideration to be received by the Corporation Shareholders pursuant to the Arrangement is fair, from a financial point of view, to such holders;

“Final Order” means the final order of the Court pursuant to subsection 192(4)(e) of the CBCA approving the Arrangement, in form and substance acceptable to the Principal Parties, each acting reasonably, after a hearing upon the substantive and procedural fairness of the terms and conditions of the Arrangement, as such order may be amended, modified or varied by the Court with the consent of the Principal Parties, each acting reasonably, at any time prior to the Effective Date;

“GMIN” has the meaning ascribed thereto in the preamble;

“GMIN Board” means the board of directors of GMIN, as the same is constituted from time to time;

“GMIN Consideration Shares” means the GMIN Shares to be issued as part of the Consideration;

“GMIN Convertible Securities” means, collectively, the GMIN Options, the GMIN DSUs, the GMIN RSUs and the GMIN PSUs;

“GMIN Disclosure Letter” means the disclosure letter executed by GMIN and delivered to the Corporation on the date hereof in connection with the execution of this Agreement;

“GMIN DSUs” means, at any time, deferred share units granted pursuant to the GMIN Incentive Plan which are, at such time, outstanding, whether or not vested;

“GMIN Financial Statements” has the meaning ascribed thereto in Section (k) of Schedule D;

“GMIN Furnished Information” has the meaning ascribed thereto in Section 2.4(c);

“GMIN Incentive Plan” means the omnibus equity incentive plan of GMIN dated July 15, 2024, as amended from time to time;

“GMIN Material Contract” means, in respect of GMIN, any Contract:

- (a) which, if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect in respect of GMIN;
- (b) under which GMIN or any of its subsidiaries has, directly or indirectly, guaranteed any liabilities or obligations of a third party (other than ordinary course endorsements for collection) in excess of \$20 million;
- (c) relating to indebtedness for borrowed money, whether incurred, assumed, guaranteed or secured by any asset, with an outstanding principal amount in excess of \$20 million or that is otherwise material to the business or to the operations of GMIN and its subsidiaries, on a consolidated basis;
- (d) providing for the establishment, investment in, operation, organization or formation of any joint venture, strategic relationship, limited liability company, partnership, or similar entity;
- (e) under which GMIN or any of its subsidiaries is obligated to make or expects to receive payments in excess of \$20 million;
- (f) that limits or restricts GMIN or any of its subsidiaries from engaging in any line of business or any geographic area, or from competing with any Person or operating or acquiring assets in any location in any material respect, the scope of Persons to whom GMIN or any of its subsidiaries may sell products or deliver services, or grants a third party a “most favoured nation” or similar right that would reasonably be expected to be material to the business or to the operations of GMIN and its subsidiaries, taken as a whole;
- (g) that is a lease, license of occupation or mining claim or other Contract in respect of real property or the exploration or extraction of minerals from such subject real property by GMIN or its subsidiaries with third parties and that is material to the business or to the operations of GMIN and its subsidiaries, taken as a whole;
- (h) which is a collective bargaining or union agreement or any other material Contract with any labour union;

- (i) that is a shareholders agreement, registration rights agreement, voting trust, proxy or similar agreement, arrangement or commitment with respect to any shares or other equity interests of GMIN or its subsidiaries or any other Contract relating to disposition, voting or dividends with respect to any shares or other equity securities of GMIN or its subsidiaries;
- (j) providing for the sale or exchange of, or option to sell or exchange, the GMIN Material Properties or the Corporation Material Property, as applicable, or any property or asset with a fair market value in excess of \$20 million;
- (k) providing for a royalty, streaming, production payment, net profits, earn-out, metal prepayment or similar arrangement or economically equivalent arrangement in respect of any of the GMIN Material Properties, as applicable and with a value or potential value in excess of \$20 million;
- (l) restricting the ability of GMIN to offer to purchase or purchase the assets or equity securities of another Person, other than confidentiality agreements existing at the time of execution of this Agreement;
- (m) that is a material agreement with a Governmental Entity or with any first nations, aboriginal or indigenous group; or
- (n) that is otherwise material to GMIN and its subsidiaries, taken as a whole;

“GMIN Material Properties” means, collectively, the Tocantinzinho gold project, located in Para State, Brazil, and the Oko West gold project, located in Northwest Guyana, in each case indirectly wholly owned by GMIN;

“GMIN Options” means, at any time, options to purchase GMIN Shares granted pursuant to the GMIN Incentive Plan which are, at such time, outstanding and unexercised, whether or not vested;

“GMIN Properties” has the meaning ascribed thereto in Section (v)(i)(i) of Schedule D;

“GMIN PSUs” means, at any time, performance share units granted pursuant to the GMIN Incentive Plan which are, at such time, outstanding, whether or not vested;

“GMIN Public Disclosure Record” means all documents and information filed by GMIN under applicable Securities Laws on SEDAR+ since January 1, 2024, which are publicly available as of the date of this Agreement;

“GMIN RSUs” means, at any time, restricted share units granted pursuant to the GMIN Incentive Plan which are, at such time, outstanding, whether or not vested;

“GMIN Securities” means, collectively, the GMIN Convertible Securities and the GMIN Shares;

“GMIN Shares” means the common shares in the authorized share capital of GMIN;

“GMIN Technical Reports” means the technical reports for each of the GMIN Material Properties, being the technical report entitled “Feasibility Study – NI 43-101 Technical Report, Tocantinzinho Gold Project”, with an effective date of December 10, 2021, and the technical report entitled “Feasibility Study – NI 43-101 Technical Report, Oko West Project”, with an effective date of April 28, 2025;

“Government Official” has the meaning ascribed thereto in Section (kk)(ii) of Schedule C;

“Governmental Entity” means any applicable: (a) international, multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public body, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) subdivision, agent, commission, board or authority of any of the foregoing; (c) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any stock or securities exchange or quotation system;

“Hazardous Substances” means any material, substance or waste that is prohibited, listed, defined, designated, regulated or classified as dangerous, hazardous, radioactive, corrosive, explosive, infectious, carcinogenic, mutagenic or toxic or as a pollutant or a contaminant under or pursuant to, or that could result in liability under, any applicable Environmental Laws, including petroleum and all derivatives thereof or synthetic substitutes therefor, hydrogen sulphide, arsenic, cyanide, cadmium, lead, mercury, PCBs, PCB-containing equipment and material, mould, asbestos, asbestos-containing material, urea-formaldehyde, urea-formaldehyde-containing material, per- or polyfluoroalkyl substances and any other material or substance that may impair the natural environment, the health of any individual, property or plant or animal life;

“IFRS” means the International Financial Reporting Standards as developed and adopted by the International Accounting Standards Board at the relevant time, prepared on a consistent basis;

“including” means including without limitation, and **“include”** and **“includes”** each have a corresponding meaning;

“Indemnified D&Os” has the meaning ascribed thereto in Section 7.6(a);

“Indemnified Liability” means, (a) any liability or obligation that, following the Effective Time, the Corporation or any of its subsidiaries is legally obliged to pay but which was incurred or accrued prior to the Effective Time to the extent that it is in respect of the Spinco Assets (including the operations or activities in connection therewith) and (b) any liability for any Tax which is payable to any Governmental Entity by the Corporation or any of its subsidiaries in connection with (i) the Spinco Reorganization, or (ii) the disposition of Spinco Consideration Shares by the Corporation to the Corporation Shareholders for the taxation year of the Corporation that includes the Spinco Reorganization and the disposition of Spinco Consideration Shares;

“Indemnified Parties” has the meaning ascribed thereto in Section 7.7(b);

“Indemnity Notice” has the meaning ascribed thereto in Section 7.7(b);

“Intellectual Property” means all licenses for or other rights to use, any inventions, patents, copyrights, trade-marks (both registered and unregistered), tradenames, service marks, logos, commercial symbols, industrial designs, trade secrets and other proprietary information of a Party and its subsidiaries (including applications for all of the foregoing, and renewals, divisionals, extensions and reissues, where applicable, relating thereto);

“Intended U.S. Tax Treatment” has the meaning ascribed thereto in Section 2.15;

“Interim Order” means the interim order of the Court pursuant to subsection 192(4)(c) of the CBCA, in form and substance acceptable to the Principal Parties, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as the same may be amended, supplemented or varied by further order of the Court, with the consent of the Principal Parties, each acting reasonably;

“Interim Period” means the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance herewith;

“In-the-Money Amount” means, in respect of an In-the-Money Option, the amount equal to the difference between the Corporation Share VWAP Value and the exercise price of such In-the-Money Option;

“In-the-Money Option” means a Corporation Option that, as at the close of trading on the trading day prior to the Effective Date, has an exercise price that is less than the Corporation Share VWAP Value;

“IT Systems” means all computer systems, communication systems, networks, hardware and information technology resources and equipment owned, leased or licensed by a Party and its subsidiaries;

“Investment Canada Act” means that *Investment Canada Act* (Canada);

“Law” or “Laws” means all laws, by-laws, statutes, rules (including the rules and regulations of any stock or securities exchange or quotation system), regulations, principles of common law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, including any Permit, and to the extent that they have the force of law, all policies, standards, practices, notices, guidelines and protocols of any Governmental Entity, and the term **“applicable”** with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, assets, properties or securities and emanate from a Governmental Entity having jurisdiction over the applicable Party or its business, undertaking, assets, properties or securities;

“Legal Proceeding” means any action, suit, litigation, arbitration, claim, complaint, proceeding, (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity;

“Liens” means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances, adverse rights or claims, pre-emptive rights or rights of first refusal or other third person interests or encumbrances of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

“Matching Period” has the meaning ascribed thereto in Section 7.3(a)(iv);

“Material Adverse Effect” means, in respect of a Principal Party, any change, event, effect, state of facts, condition, circumstance, development or occurrence that is, or would reasonably be expected to be, either individually or in the aggregate with other such changes, events, developments or occurrences, material and adverse to the business, financial condition, properties (including the GMIN Material Properties or the Corporation Material Property, as applicable), assets, liabilities (including any contingent liabilities), operations or results of operations of such Principal Party and its subsidiaries, taken as a whole, other than any change, event, development or occurrence resulting from or relating to:

- (a) the execution, announcement, pendency or performance of this Agreement or the consummation of the Arrangement;

- (b) any actions taken (or omitted to be taken) by such Principal Party or any of its subsidiaries which is required by Law or required to be taken (or omitted to be taken) pursuant to this Agreement or that is taken (or omitted to be taken) upon the written request or with the written consent of the other Principal Party;
- (c) any change, development or condition in or relating to global, national or regional political conditions (including strikes, lockouts, riots, or facility or property takeover for emergency purposes), or in general economic, business, banking, currency exchange, interest rate, inflationary or market conditions, or in financial or capital markets, in each case whether national or global;
- (d) any natural or man-made disaster or act of God, including the commencement, continuation or worsening of any state of emergency, pandemic (including any worsening thereof), epidemic, disease outbreak or other health crisis or public health event;
- (e) any change, development or condition resulting from any act of espionage, or acts of terrorism, or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of espionage, terrorism, hostilities or war;
- (f) any adoption, proposal, implementation or other changes in applicable Laws or interpretation of Laws by Governmental Entities, including any Laws with respect to Taxes or regulatory accounting requirements;
- (g) any change in applicable generally accepted accounting principles, including IFRS;
- (h) any changes in the price of gold or any other commodities;
- (i) any change, development or condition generally affecting the global mining industry;
- (j) any matter which has been disclosed by such Principal Party in the GMIN Disclosure Letter or the Corporation Disclosure Letter, as applicable;
- (k) the failure of such Principal Party to meet any internal, published or public projections, forecasts, guidance or estimates, including in respect of revenue, earnings, production or other financial or reporting metrics (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred, to the extent not otherwise excepted by another clause of this definition); or
- (l) any change in the market price or any decline in the trading volume of the equity securities of such Principal Party (it being understood that the causes or facts underlying such change in trading price or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred, to the extent not otherwise excepted by another clause of this definition);

provided, however, that (1) with respect to clauses (c), (d), (e), (f), (g), (h) and (i), above, if such matter has a materially adverse disproportionate effect on the business, financial condition, properties (including the GMIN Material Properties or the Corporation Properties, as applicable), assets, liabilities (including any contingent liabilities), operations or results of operations of such Principal Party and its subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which such Principal Party and its subsidiaries operate, such matter may be taken into account in determining whether a Material Adverse Effect has occurred, but only to the extent of the

disproportionate effect; and (2) references in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative for purposes of determining where a Material Adverse Effect has occurred;

“material change” has the meaning ascribed thereto in the Securities Act;

“material fact” has the meaning ascribed thereto in the Securities Act;

“material subsidiaries” means, in the case of the Corporation, Bartica Investments Ltd., Ontario Inc., Spinco and G2 Minerals (Guyana) Ltd., and in the case of GMIN, G Mining TZ Corp., Brazauro Recursos Minerais Ltda., G Mining Guyana Corp. and GMIN Ventures Guyana Inc.;

“MD&A” has the meaning ascribed thereto in Section (l) of Schedule C;

“Meeting” means the special meeting of the Corporation Shareholders, including any adjournment or postponement thereof in accordance with the terms of this Agreement, to be called and held to consider the Arrangement Resolution and for any other purpose as may be set out in the Circular and agreed to in writing by the Principal Parties, each acting reasonably;

“MI 61-101” means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* and *Regulation 61-101 respecting Protection of Minority Security Holders in Special Transactions*;

“Misrepresentation” has the meaning ascribed thereto in the Securities Act;

“Money-Laundering Laws” means any law governing financial recordkeeping and reporting requirements, including the *Criminal Code* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the U.S. Currency and Foreign Transaction Reporting Act of 1970, the U.S. Money Laundering Control Act of 1986, and any applicable money laundering-related Laws of other jurisdictions where a Party and its subsidiaries conduct business, conduct financial transactions or own assets;

“NI 43-101” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* and *Regulation 43-101 respecting Standards of Disclosure for Mineral Projects*;

“NI 51-102” means National Instrument 51-102 – *Continuous Disclosure Obligations* and *Regulation 51-102 respecting Continuous Disclosure Obligations*;

“NI 52-109” has the meaning ascribed thereto in Section (m) of Schedule C;

“Option Election Agreements” means the agreements to be entered into by each of the Corporation and the Corporation Optionholders in a form satisfactory to GMIN, acting reasonably, which form shall include an indemnity in favour of the Corporation for any withholding Taxes applicable in respect of all transactions contemplated by or in connection with the Plan of Arrangement, pursuant to which each such Corporation Optionholder may elect to participate in (a) the Conditional Option Exercise; (b) the Surrender Offer; or (c) a combination of the foregoing elections, whereafter, subject to completion of the Arrangement, all of the Corporation Options held by such Company Optionholder shall be terminated;

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

"OTCQX" means the OTCQX Market of the OTC Markets Group Inc.;

"Out-of-the-Money Option" means a Corporation Option that, as at the close of trading on the trading day prior to the Effective Date, has an exercise price that is equal to or greater than the Corporation Share VWAP Value;

"Outside Date" means September 30, 2026, or such later date as may be agreed to in writing by the Parties;

"Parties" means the Corporation, GMIN and Spinco, and **"Party"** means any one of them;

"PCBs" means polychlorinated biphenyls;

"Permit" means any license, permit, certificate, consent, order, grant, approval, classification, registration or other authorization of or from any Governmental Entity, including Environmental Approvals;

"Permitted Liens" means, as of any particular time and in respect of any particular Person, each of the following Liens:

- (a) Liens for Taxes which are not delinquent or that are being contested in good faith and that have been adequately reserved on such Person's financial statements;
- (b) undetermined or inchoate Liens of contractors, subcontractors, mechanics, materialmen, carriers, workmen, suppliers, warehousemen, repairmen and similar Liens granted or which arise in the ordinary course of business and which relate to obligations not yet due;
- (c) Liens arising under or in connection with zoning, entitlement, building and other land use Laws regarding the use or occupancy of owned or leased real property or activities conducted thereon which are imposed by any Governmental Entity;
- (d) any minor title defects, irregularities, servitudes, easements, restrictions, encroachments, covenants, rights of way and other similar rights or restrictions in mineral property, or any interest therein, whether registered or unregistered, provided the same are not of such nature as to materially impair the operation or use of the relevant property;
- (e) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, license, franchise, grant, authorization or Permit of any Party or any of its subsidiaries, to terminate any such lease, license, franchise, grant, authorization or Permit, or to require annual or other payments as a condition of their continuance; and
- (f) easements, rights-of-way, encroachments, restrictions, covenants, conditions and other similar matters affecting title to such Person's owned or leased real property that, individually or in the aggregate, do not materially and adversely impact such Person's and its subsidiaries' current or contemplated use, occupancy, utility or value of the applicable real property;

"Person" means any person and includes an individual, corporation, limited liability company, partnership, syndicate, sole proprietorship, association, body corporate, trust, trustee, executor,

administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

“Personal Data” has the meaning ascribed thereto in Section (mm)(ii) of Schedule C;

“Personal Information” means any data or information in any media that is used or reasonably capable of being used alone or in combination with other information to identify an individual and is regulated as personal data or personal information under any applicable Law to which a Party or any of its subsidiaries are subject;

“Plan of Arrangement” means the plan of arrangement, substantially in the form and on the terms set out in Schedule A, and any amendments or variations thereto made in accordance with the terms of this Agreement or section 5.01 of the Plan of Arrangement and the Interim Order (once issued) or made at the direction of the Court in the Final Order with the prior written consent of the Principal Parties, each acting reasonably;

“Pre-Acquisition Reorganization” has the meaning ascribed thereto in Section 5.7(a);

“Principal Parties” means GMIN and the Corporation, and **“Principal Party”** means either of them;

“Regulatory Approvals” means any sanctions, rulings, consents, orders, exemptions, Permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made), waivers, early terminations, authorizations, clearances, or written confirmations of no intention to initiate Legal Proceedings from any Governmental Entity, in each case required to consummate the transactions contemplated by this Agreement, but excluding the approval of the Arrangement by the Court and the Stock Exchange Approval;

“Release” means any sudden, intermittent or gradual release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, migration, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction of a Hazardous Substance, whether accidental or intentional, into the environment;

“Remedial Action” means any investigation, feasibility study, monitoring, testing, sampling, removal (including the removal of underground storage tanks), restoration, clean-up, remediation, closure, post-closure, site restoration, remedial response or remedial work, in each case in relation to environmental matters, excluding reclamation of the Corporation Properties, as provided for in the Permits of the Corporation and its subsidiaries;

“Representatives” means, collectively, in respect of a Person, its affiliates and subsidiaries and its and their respective directors, officers, employees, agents, representatives and advisors (including financial, legal or other professional advisors);

“Required Confirmations” means confirmation of each of those events set out in the Corporation Disclosure Letter;

“Sanctions Targets” means: (a) any country or geographic region subject to comprehensive country-wide or territory-wide Economic Sanctions/Trade Laws; (b) a Person that is on the Consolidated Canadian Autonomous Sanctions List or any equivalent list of sanctioned Persons issued by Global Affairs Canada, or any equivalent list of sanctioned Persons issued by, the U.S. Department of State, United Nations, or Canada; (c) a Person that is located in or organized under the laws of a country or geographic region that is identified as the subject of country-wide or territory-wide Economic

Sanctions/Trade Laws which prohibit a Person resident in, or a national of, Canada from doing business with or in that country or geographic jurisdiction; or (d) an entity directly or indirectly owned or controlled by, or acting for the benefit or on behalf of, a person described in clauses (b) or (c) above;

“SEDAR+” means the System for Electronic Document Analysis and Retrieval+ maintained on behalf of the applicable Securities Authorities;

“Section 3(a)(10) Exemption” has the meaning ascribed thereto in Section 2.5(a);

“Securities Act” means the *Securities Act* (Ontario);

“Securities Authorities” means the securities commissions or securities regulatory authority in each of the provinces and territories of Canada;

“Securities Laws” means the Securities Act, U.S. Securities Laws, and any other applicable Canadian provincial and territorial securities Laws, rules, orders, notices, promulgations and regulations and published policies thereunder;

“Shareholder Approval” has the meaning ascribed thereto in Section 2.2(a)(ii);

“Special Committee” means the special committee of the Board comprised of independent directors;

“Spinco” has the meaning ascribed thereto in the preamble;

“Spinco Assets” means all assets listed in the Corporation Disclosure Letter, including the Spinco Properties;

“Spinco Consideration Shares” means the Spinco Shares to be distributed to the Corporation Shareholders pursuant to the Arrangement;

“Spinco Exchange Ratio” means 0.5 of a Spinco Share for each Corporation Share;

“Spinco Funding” means the arrangements to satisfy GMIN’s obligation to provide \$15 million in funding to Spinco;

“Spinco Liabilities” means all of the liabilities of Spinco or any of its subsidiaries, contingent or otherwise, including all liabilities or obligations in respect of the Spinco Assets and all Indemnified Liabilities;

“Spinco Properties” means Peters Mine, Tiger Creek and Property B, as described in the Corporation Disclosure Letter;

“Spinco Reorganization” means the transaction set forth in the Corporation Disclosure Letter;

“Spinco Shares” means the common shares in the authorized share structure of Spinco;

“Stock Exchange Approval” means the conditional approval of the TSX of the listing of the GMIN Consideration Shares on the TSX;

“subsidiary” means, with respect to any specified Person, any other body corporate of which such specified Person, directly or indirectly through one or more subsidiaries, (a) owns at least 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any

event or contingency), and shall include any body corporate, partnership, joint venture or other entity over which such specified Person exercises direction or control or which is in a like relation to a subsidiary;

“Superior Proposal” means any unsolicited *bona fide* Acquisition Proposal made after the date of this Agreement to acquire, directly or indirectly, by any means of an acquisition, take-over bid, amalgamation, plan or arrangement, business combination, consolidation, recapitalization, liquidation, winding-up or similar transaction, not less than all of the outstanding Corporation Shares (other than the Corporation Shares beneficially owned by the Person or group of Persons making such Acquisition Proposal), or all or substantially all of the assets of the Corporation and its subsidiaries on a consolidated basis, made in writing by a Person or group of Persons acting jointly or in concert with one another, who deals at Arm’s Length to the Corporation, that:

- (a) the Board determines, in good faith, after consultation with the Corporation’s financial advisors and outside legal counsel, is reasonably capable of being completed in accordance with its terms without undue delay, taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the Person or group of Persons making such proposal;
- (b) is not subject to a due diligence or access condition;
- (c) is not subject to any financing condition and in respect of which it has been demonstrated to the satisfaction of the Board that adequate arrangements have been made to ensure that the funds or other consideration necessary to complete the Acquisition Proposal will be available to complete of the Acquisition Proposal;
- (d) in the event that the Corporation does not, in the good faith determination of the Board, have the financial resources to pay the Termination Fee, the terms of such Acquisition Proposal provide that the Person making such Acquisition Proposal shall guarantee or otherwise provide the Corporation the cash required to pay the Termination Fee, on or before the date the Termination Fee becomes payable;
- (e) after receiving the advice of outside counsel, the failure by the Board to take action in respect of such Acquisition Proposal would be inconsistent with its fiduciary duties; and
- (f) the Board determines, in good faith after consultation with the Corporation’s financial advisors, would, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable to the Corporation Shareholders, taken as a whole, from a financial point of view, than the Arrangement, taking into account the expected financial, tax and/or operational efficiencies, synergies and/or cost savings and other value creation arising from the Arrangement and taking into account any adjustment to the terms and conditions of the Arrangement proposed by GMIN pursuant to Section 7.4;

“Superior Proposal Notice” has the meaning ascribed thereto in Section 7.3(a)(i);

“Supporting Shareholders” means the Corporation Shareholders that entered into Voting Support Agreements, as set out in the Corporation Disclosure Letter;

“Surrender Offer” has the meaning ascribed thereto in Section 5.8(b)(ii);

“Tax Act” means the *Income Tax Act* (Canada);

"Taxes" in respect of a Party means: (a) any and all taxes, imposts, levies, withholdings, duties, fees, premiums, assessments and other charges of any kind, however denominated, and instalments in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Entity, including, for greater certainty, all income or profits taxes (including Canadian federal, provincial and territorial income taxes), payroll and employee withholding taxes, employment taxes, unemployment insurance, disability taxes, social insurance taxes, sales and use taxes, *ad valorem* taxes, excise taxes, goods and services taxes, harmonized sales taxes, franchise taxes, gross receipts taxes, capital taxes, business license taxes, royalties, alternative minimum taxes, estimated taxes, abandoned or unclaimed (*escheat*) taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, severance taxes, workers' compensation, Canada and other government pension plan premiums or contributions and other governmental charges and other obligations of the same or of a similar nature to any of the foregoing, which such Party or any of its subsidiaries is required to pay, withhold or collect, together with any interest, penalties or other additions to tax that may become payable in respect of such taxes, and any interest in respect of such interest, penalties and additions whether disputed or not; (b) any liability for the payment of any amount described in clause (a) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable to another Person's taxes as a transferee or successor, by contract or otherwise; and (c) any liability for the payment of any amounts of the type described in clauses (a) and (b) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Party;

"Tax Returns" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports), whether in tangible, electronic or other form, filed or required to be filed in respect of Taxes, and includes any amendments, schedules, attachments, supplements, appendices and exhibits thereto relating thereto;

"Termination Fee" has the meaning ascribed thereto in Section 8.3(a);

"Termination Fee Event" has the meaning ascribed thereto in Section 8.3(a);

"TSX" means the Toronto Stock Exchange;

"U.S. Securities Act" means the United States Securities Act of 1933, as amended;

"U.S. Securities Laws" means the U.S. Securities Act and the Exchange Act, and the rules and regulations thereunder, and all applicable U.S. state securities laws;

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

"Voting Support Agreements" means the voting support agreements between GMIN and each of the Supporting Shareholders.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles and Sections, clauses, paragraphs and Schedules, and the inclusion of a table of contents and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to an Article, Section, clause, paragraph or Schedule

by number or letter or both refer to the Article, Section, clause, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.3 Number and Gender

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

1.4 Date for Any Action

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

1.5 Currency

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

1.6 Accounting Matters

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

1.7 Statutes

Unless otherwise expressly stated, any reference to a statute refers to such statute, or successor thereto, and all rules, resolutions, published policies and regulations made under it, or its successor, respectively, as it or its successor, or they, may have been or may from time to time be amended or re-enacted.

1.8 Subsidiaries

To the extent any covenants or agreements relate, directly or indirectly, to a subsidiary of any Party, each such provision will be construed as a covenant by the applicable Party to cause such subsidiary to perform the required action.

1.9 Computation of Time

A period of time is to be computed as beginning on the day following the event that began the period and ending on the last day of the period if the last day of the period is a Business Day, or on the next Business Day if the last day of the period is not a Business Day.

1.10 Time References

All references to time are to Toronto, Ontario time.

1.11 No Presumption

The Parties and their counsel have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if

drafted jointly by the Parties. No presumption or burden of proof should arise in favour of any Party by virtue of the authorship of any provision of this Agreement.

1.12 Knowledge

In this Agreement:

- (a) references to “the knowledge of GMIN” mean the actual knowledge of Louis-Pierre Gignac (President and Chief Executive Officer of GMIN), Julie Lafleur (Vice President, Finance and Chief Financial Officer of GMIN) and Mireille Tremblay (Vice President, Legal Affairs of GMIN), each after reasonable inquiry within GMIN and its subsidiaries; and
- (b) references to “the knowledge of the Corporation” mean the actual knowledge of Patrick Sheridan (Executive Chairman), Dan Noone (Chief Executive Officer of the Corporation) and Carmelo Marelli (Chief Financial Officer of the Corporation), each after reasonable inquiry within the Corporation and its subsidiaries.

1.13 Schedules

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

- Schedule A - Plan of Arrangement
- Schedule B - Arrangement Resolution
- Schedule C - Representations and Warranties of the Corporation and Spinco
- Schedule D - Representations and Warranties of GMIN
- Schedule E - CVR Agreement

The Corporation Disclosure Letter and the GMIN Disclosure Letter, as applicable, and all information contained in it is confidential information and may not be disclosed unless (a) it is required to be disclosed pursuant to Law unless such Law permits the Parties to refrain from disclosing the information for confidentiality or other purposes, or (b) a Party, acting reasonably and in good faith, needs to disclose it in order to enforce or exercise its rights under this Agreement.

ARTICLE 2 **THE ARRANGEMENT**

2.1 Arrangement

The Parties agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Agreement, the Plan of Arrangement, the Interim Order and the Final Order.

2.2 Interim Order

- (a) As soon as reasonably practicable after the date of this Agreement, but in any event in sufficient time to permit the Meeting to be convened in accordance with Section 2.3(a), the Corporation shall prepare, file, proceed with and diligently pursue an application to the Court for the Interim Order, which shall provide, among other things:

- (i) for the calling and holding of the Meeting and for the classes of Persons to whom notice is to be provided in respect of the Arrangement and the Meeting and the manner in which such notice is to be provided;
- (ii) that each Corporation Shareholder shall be entitled to one vote for each Corporation Share held at the Meeting;
- (iii) that the requisite approval for the Arrangement Resolution (the “**Shareholder Approval**”) shall be:
 - (A) at least 66^{2/3}% of the votes cast by the Corporation Shareholders, present in person or represented by proxy at the Meeting; and
 - (B) if, and to the extent required under Securities Laws, a majority of the votes cast by the Corporation Shareholders present in person or represented by proxy at the Meeting, voting together as a single class after excluding the votes cast by those Persons described in items (a) through (d) of section 8.1(2) of MI 61-101;
- (iv) for the grant of the Dissent Rights to registered holders of Corporation Shares as of the record date of the Meeting, which Dissent Rights shall provide that a registered Corporation Shareholder’s written objection to the Arrangement Resolution must be received by the Corporation by no later than 48 hours (excluding Saturday, Sundays and statutory holidays in Toronto, Ontario) before the Meeting;
- (v) for notice requirements with respect to the presentation of the application to the Court for the Final Order;
- (vi) that the Meeting may be adjourned or postponed from time to time by management of the Corporation in accordance with the terms of this Agreement or as otherwise agreed to by the Parties in writing without the need for additional approval of the Court;
- (vii) that the deadline for submission of proxies by Corporation Shareholders for the Meeting shall be 48 hours (excluding Saturdays, Sundays and statutory holidays in Toronto, Ontario) prior to the Meeting;
- (viii) that the Meeting may be held in-person or be a virtual meeting or hybrid meeting whereby Corporation Shareholders may join virtually;
- (ix) confirmation of the record date for the purposes of determining the Persons entitled to receive notice of and vote with respect to the Arrangement Resolution at the Meeting;
- (x) that the record date for Corporation Shareholders entitled to notice of and to vote at the Meeting will not change in respect of any adjournment or postponement of the Meeting, unless required by applicable Laws or as otherwise agreed to by the Principal Parties in writing;
- (xi) that in all other respects, other than as ordered by the Court, the terms, conditions and restrictions of the Corporation’s constating documents,

including quorum requirements and other matters, shall apply in respect of the Meeting;

- (xii) that each Person who files a Notice of Appearance as ordered by the Court and in accordance with the *Rules of Civil Procedure* will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as such Person enters an appearance within a reasonable period of time; and
- (xiii) for such other matters as the Principal Parties may agree in writing, each acting reasonably.

2.3 Meeting

Subject to receipt of the Interim Order and the terms of this Agreement:

- (a) the Corporation shall convene and conduct the Meeting for the purposes of considering the Arrangement Resolution in accordance with the Interim Order, the Corporation's constating documents and applicable Laws as soon as reasonably practicable and in any event on or before June 16, 2026, (or such later date as may be agreed to by the Principal Parties in writing);
- (b) the Corporation will not adjourn, postpone, cancel or fail to conduct the Meeting (or propose or permit the adjournment, postponement, cancellation of, or failure to conduct, the Meeting) without the prior written consent of GMIN, not to be unreasonably withheld, conditioned or delayed, except:
 - (i) as permitted herein, including pursuant to Sections 6.5 and 7.4(d);
 - (ii) as required for quorum purposes (in which case, the Meeting shall be adjourned and not cancelled); or
 - (iii) as required by applicable Laws or any Governmental Entity;

provided that, in exercising the right to postpone or adjourn set out in this Section 2.3(b), the Corporation shall not be permitted to change the record date for the Meeting, unless required by applicable Law or agreed to in writing by the Principal Parties;

- (c) subject to the terms of this Agreement, the Corporation shall use its commercially reasonable efforts to solicit proxies in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution and the completion of any of the transactions contemplated herein, including, at the Corporation's discretion or if so requested by GMIN, engaging a proxy solicitation services firm designated by GMIN, in which case such engagement will be at the expense of GMIN, and cooperating with such firm to solicit proxies in favour of the approval of the Arrangement Resolution, provided that the Corporation shall not be required to solicit proxies including via such proxy solicitation services firm if there has been a Change in Recommendation;
- (d) the Corporation shall advise GMIN, as GMIN may reasonably request, as to the aggregate tally of the proxies received by the Corporation in respect of the Arrangement Resolution and promptly provide GMIN with copies of or access to

information regarding the Meeting generated by the Corporation's transfer agent or the proxy solicitation services firm retained by the Corporation, as reasonably requested from time to time by GMIN;

- (e) the Corporation shall promptly advise GMIN of any written notice of dissent or purported exercise by any Corporation Shareholder of Dissent Rights received by the Corporation in relation to the Arrangement Resolution and any withdrawal of Dissent Rights received by the Corporation and, subject to applicable Law, any written communications sent by or on behalf of the Corporation to any Corporation Shareholder exercising or purporting to exercise Dissent Rights in relation to the Arrangement Resolution;
- (f) as soon as practicable after the record date for the Meeting, the Corporation shall deliver or cause to be delivered by its transfer agent to GMIN a list of the holders of Corporation Securities, and thereafter at the reasonable request from GMIN from time to time, provide GMIN with supplemental lists setting out any changes thereto;
- (g) the Corporation shall allow the Representatives of GMIN to attend the Meeting;
- (h) the Corporation shall promptly advise GMIN, at such times as GMIN may reasonably request and on a daily basis on each of the last 10 Business Days prior to the date of the Meeting, as to the aggregate tally of proxies (for greater certainty, specifying votes "for" and votes "against" the Arrangement Resolution) received by the Corporation in respect of the Arrangement Resolution;
- (i) the Corporation shall promptly advise GMIN of any written communication received from, or Legal Proceedings brought by (or threatened in writing by), any Corporation Securityholder in opposition to the Arrangement and, subject to applicable Law, provide GMIN with a reasonable opportunity to review and comment upon any written communication sent by or on behalf of the Corporation to any such Person; and
- (j) the Corporation shall not settle, compromise or make any payment with respect to, or agree to settle, compromise or make any payment with respect to, any exercise or purported exercise of Dissent Rights by Corporation Shareholders without the prior written consent of GMIN, acting reasonably.

2.4 Circular

- (a) Subject to GMIN's compliance with Section 2.4(c), the Corporation shall, (i) in consultation with GMIN and as promptly as reasonably practicable following the date of this Agreement, prepare the Circular, together with any other documents required by Law in connection with the Meeting and the Arrangement, and (ii) on a timely basis after obtaining the Interim Order, cause the Circular and such other documents to be filed or furnished with the Securities Authorities and the TSX, and disseminated to each Corporation Securityholder and any other Person as required by the Interim Order and Law, in each case, so as to permit the Meeting to be held by the date specified in Section 2.3(a).
- (b) Subject to GMIN's compliance with Section 2.4(c), the Corporation shall ensure that the Circular complies with applicable Laws in all material respects, and, without limiting the generality of the foregoing, that the Circular does not contain any Misrepresentation (other than in each case with respect to any GMIN Furnished Information) and shall provide Corporation Shareholders with information in sufficient

detail to permit them to form a reasoned judgement concerning the matters to be placed before them at the Meeting. The Circular will include a summary and copy of each of the Fairness Opinions, a statement that the Special Committee and the Board have received the Fairness Opinions, the recommendation of all of the members of the Board, upon the unanimous recommendation of the Special Committee, that Corporation Shareholders vote in favour of the Arrangement Resolution (the “**Board Recommendation**”), and a statement that each of the Supporting Shareholders has entered into a Voting Support Agreement pursuant to which each such Supporting Shareholder has agreed to vote all of its Corporation Shares in favour of the Arrangement Resolution, subject to the other terms of this Agreement, including Article 5, and the applicable Voting Support Agreement.

- (c) GMIN will, in a timely manner, furnish or cause to be furnished in writing to the Corporation all such information regarding GMIN, its affiliates and its securities as may be reasonably required by the Corporation (such information so furnished in writing by or on behalf of GMIN, the “**GMIN Furnished Information**”) in the preparation of the Circular and other documents related thereto. GMIN shall ensure that no such GMIN Furnished Information will include any Misrepresentation and that such GMIN Furnished Information shall constitute full, true and plain disclosure of such information concerning GMIN. GMIN shall use commercially reasonable efforts to obtain any necessary consents from any of its auditors, Qualified Persons (as defined under NI 43-101) and any other advisors to the use of any financial, technical or other expert information required to be included in the Circular and to the identification in the Circular of each such advisor.
- (d) GMIN and its Representatives shall be given a reasonable opportunity to review and comment on the Circular, prior to the Circular being printed and mailed to Corporation Shareholders and filed with the Securities Authorities or other Governmental Entities, and the Corporation shall give due consideration to all additions, deletions or changes suggested thereto by GMIN and its Representatives; provided that all GMIN Furnished Information shall be in form and content satisfactory to GMIN, acting reasonably. The Corporation shall provide GMIN with a final copy of the Circular prior to its mailing to the Corporation Shareholders or filing with the Securities Authorities or other Governmental Entities.
- (e) The Corporation shall not be responsible for any GMIN Furnished Information and GMIN shall indemnify and save harmless each of the Corporation, its subsidiaries and their respective Representatives from and against any and all liabilities, losses, damages, claims, reasonable costs, reasonable expenses, interest awards, judgements and penalties suffered or incurred by any of them in connection with any actions or omissions by any of them in connection with (i) any Misrepresentation or alleged Misrepresentation in any GMIN Furnished Information, or (ii) any order made, or any inquiry, investigation or proceeding by any Securities Authority or other Governmental Entity, to the extent based on any Misrepresentation or any alleged Misrepresentation in any GMIN Furnished Information.
- (f) The Parties shall each promptly notify the other if at any time before the Effective Date any of them becomes aware (in the case of GMIN, only with respect to the GMIN Furnished Information included in the Circular, and in the case of the Corporation, only with respect to the Circular, other than the GMIN Furnished Information) that the Circular contains a Misrepresentation or otherwise requires an amendment or supplement to the Circular, and the Parties shall cooperate in the preparation of any amendment or supplement to the Circular, as required or appropriate, and the

Corporation shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Circular to Corporation Shareholders and, if required by the Court or applicable Laws, file the same with the Securities Authorities or any other Governmental Entity and as otherwise required.

2.5 U.S. Securities Laws

- (a) The Parties agree that the Arrangement will be carried out with the intention that the issuance and exchange of Corporation Class A Shares, GMIN Consideration Shares and Spinco Consideration Shares pursuant to the Arrangement will be issued and exchanged in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by section 3(a)(10) thereof (the “**Section 3(a)(10) Exemption**”) and pursuant to exemptions from applicable state Securities Laws. In order to ensure the availability of the Section 3(a)(10) Exemption, the Parties agree that the Arrangement will be carried out on the following basis:
 - (i) the Arrangement will be subject to the approval of the Court;
 - (ii) the Court will be advised, prior to the hearing of the Court required to approve the Arrangement, as to the intention of the Parties to rely on the Section 3(a)(10) Exemption with respect to the issuance of Corporation Class A Shares, GMIN Consideration Shares and Spinco Consideration Shares, in each case pursuant to the Court's approval of the Arrangement;
 - (iii) the Parties will apply to the Court for an order approving the procedural and substantive fairness of the terms and conditions of the Arrangement to the Corporation Securityholders;
 - (iv) the Corporation will ensure that the Court has sufficient information before it at the hearing of the Court required to approve the Arrangement in order to determine the procedural and substantive fairness of the Arrangement to the Corporation Securityholders;
 - (v) the Corporation will ensure that each Person to whom Corporation Class A Shares, GMIN Consideration Shares and Spinco Consideration Shares shall be issued pursuant to the Arrangement will be given appropriate and adequate notice in a timely manner advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with the sufficient information necessary for them to exercise that right;
 - (vi) each Person to whom Corporation Class A Shares, GMIN Consideration Shares and Spinco Consideration Shares shall be issued pursuant to the Arrangement, will be advised that such Corporation Class A Shares, GMIN Consideration Shares and Spinco Consideration Shares issued pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act and will be issued in reliance on the Section 3(a)(10) Exemption, and may be subject to restrictions on resale under the applicable U.S. Securities Laws, including Rule 144 promulgated under the U.S. Securities Act, with respect to the securities to be issued to affiliates (as defined in Rule 144 under the U.S. Securities Act) of the issuer at the Effective Date, or within 90 days prior to the Effective Date; and

- (vii) the Corporation will advise the Court of its intention for the issuance of Corporation Class A Shares, GMIN Consideration Shares and Spinco Consideration Shares pursuant to the Arrangement to be in reliance on the Section 3(a)(10) Exemption.

2.6 Solicitation of Proxies

GMIN may, at any time, directly or through a soliciting dealer or proxy solicitation agent, actively solicit proxies in favour of the Arrangement Resolution, provided that such soliciting dealer or proxy solicitation agent is engaged by GMIN and such engagement is at the expense of GMIN.

2.7 Final Order

If the Interim Order is obtained and the Arrangement Resolution is passed at the Meeting by the Corporation Shareholders as provided for in the Interim Order and as required by applicable Law, the Corporation shall as soon as reasonably practicable thereafter and in any event within five Business Days thereafter, in a manner acceptable to GMIN, acting reasonably, take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to section 192 of the CBCA.

2.8 Court Proceedings

Subject to the terms of this Agreement, the Corporation will diligently pursue both the Interim Order and the Final Order. The Corporation will provide legal counsel to GMIN with reasonable opportunity to review and comment upon drafts of all materials to be filed with the Court in connection with the Arrangement and will give due consideration to all such comments. The Corporation will also provide GMIN and its legal counsel, on a timely basis, with copies of any notice of appearance or notice of intent to oppose and any evidence served on the Corporation or its legal counsel in respect of the application for the Interim Order or the Final Order or any appeal therefrom. Subject to applicable Law, the Corporation will not file any material with the Court in connection with the Arrangement or serve any such material, and will not agree to modify or amend materials so filed or served, except with GMIN's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; provided that nothing herein shall require GMIN to agree or consent to any increase in Consideration or other modification or amendment to such filed or served materials that expands or increases GMIN's obligations set forth in any such filed or served materials or under this Agreement. In addition, the Corporation will not object to legal counsel to GMIN making such submissions on the hearing of the applications for the Interim Order or the Final Order as such counsel considers appropriate; provided, that the Corporation is advised of the nature of any submissions prior to such hearing and such submissions are consistent with this Agreement and the Plan of Arrangement. The Corporation will also oppose any appearance, proposal or motion from any third party on the hearing of the motion for the Interim Order and the application for the Final Order which is inconsistent with this Agreement or the Plan of Arrangement. If at any time after the issuance of the Final Order and prior to the Effective Date, the Corporation is required by the terms of the Final Order or by Law to return to the Court with respect to the Final Order, it shall do so after notice to, and in consultation and cooperation with GMIN.

2.9 Articles of Arrangement and Effective Date

The Corporation shall send the Articles of Arrangement to the Director as soon as practicable, and in any event no later than three Business Days following the satisfaction or, where not prohibited by applicable Law, the waiver of the conditions set forth in Article 6 by the applicable Party for whose benefit such conditions exist (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited by applicable Law, the waiver of those conditions as of the Effective Date by the applicable Party for whose benefit such conditions

exist), in order for the Arrangement to be effective at the Effective Time on the Effective Date, whereupon, the transactions comprising the Arrangement shall be deemed to occur in the order set out in the Plan of Arrangement without any further act or formality, unless another time or date is agreed to in writing by the Principal Parties. The closing of the Arrangement will occur electronically, or in such other manner or at such other location, as may be agreed upon between the Parties.

2.10 Payment of Consideration

Following receipt of the Final Order and prior to the filing by the Corporation of the Articles of Arrangement with the Director and the satisfaction or, where not prohibited by applicable Law, the waiver of the conditions set forth in Article 6 by the applicable Party for whose benefit such conditions exist (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited by applicable Law, the waiver of those conditions as of the Effective Date by the applicable Party for whose benefit such conditions exist) and in any case no later than prior to the Effective Date:

- (a) GMIN shall deliver or cause to be delivered to the Depositary in escrow (the terms of such escrow to be satisfactory to the Principal Parties, each acting reasonably) a sufficient number of GMIN Shares to satisfy the aggregate number of GMIN Shares deliverable to the Corporation Shareholders pursuant to the Plan of Arrangement;
- (b) GMIN shall have delivered the funds necessary to complete the Spinco Funding in escrow (the terms of such escrow to be satisfactory to the Principal Parties, each acting reasonably); and
- (c) Spinco shall deliver or cause to be delivered to the Depositary in escrow (the terms of such escrow to be satisfactory to the Principal Parties, each acting reasonably) a sufficient number of Spinco Consideration Shares to satisfy the aggregate number of Spinco Consideration Shares deliverable to the Corporation Shareholders pursuant to the Plan of Arrangement.

2.11 Preparation of Filings

The Parties shall cooperate in the preparation of any application for any applicable Regulatory Approvals, orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals and the preparation of any documents reasonably deemed by either of them to be necessary to discharge their respective obligations or otherwise advisable under applicable Laws in connection with this Agreement or the Plan of Arrangement.

2.12 Announcements and Corporation Securityholder Communications

- (a) GMIN and the Corporation shall issue a joint press release with respect to this Agreement and the Arrangement promptly following the execution of this Agreement, the text and timing of which shall be approved by GMIN and the Corporation in advance, acting reasonably. GMIN and the Corporation agree to co-operate in the preparation of presentations, if any, to the Corporation Shareholders regarding this Agreement or the Plan of Arrangement, and neither Party shall: (i) issue any other press releases or otherwise make public statements or disclosure with respect to the Arrangement or this Agreement, or (ii) make any filing with any Governmental Entity with respect thereto, without prior consultation with the other Parties and shall provide the other Parties with a reasonable opportunity to review and comment on all such press releases or public statements or disclosure prior to the release thereof. The

Parties making such disclosure shall give due consideration to any comments made by the other Parties or their outside counsel.

- (b) This Section 2.12 is subject to each Party's overriding obligation to make any disclosure or filing required under applicable Laws, and the Party making such disclosure or filing shall use all commercially reasonable efforts to give prior oral or written notice to the other Parties and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.
- (c) For the avoidance of doubt, none of the foregoing shall prevent or restrict the Parties from making (i) internal announcements to employees or having discussions with shareholders, financial analysts and other stakeholders, or (ii) public announcements in the ordinary course that do not relate specifically to this Agreement or the Arrangement, in each case, so long as such announcements and discussions are consistent in all material respects with the recent press releases, public disclosures or public statements made by such Party.

2.13 Withholding Taxes

- (a) GMIN, the Corporation, Spinco and the Depositary shall be entitled to deduct and withhold from all dividends, distributions, other payments or other consideration payable to any Person pursuant to the Plan of Arrangement or this Agreement (including, without limitation, any payments to Corporation Shareholders exercising Dissent Rights) such amounts as GMIN, the Corporation, Spinco or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act, the Code or any provision of any applicable federal, provincial, state, local or foreign Tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such deduction and withholding was made and the obligation to provide the consideration shall be treated as discharged to the same extent, provided that such withheld amounts are actually remitted to the appropriate taxing authority. If any withholding Tax is assessed against and paid by GMIN, the Corporation, Spinco or the Depositary, then the Person in respect of which such deduction or withholding should have been made will indemnify and hold harmless such withholding agent from and against such Tax, but only to the extent such Person actually received the amount that should have been deducted or withheld.
- (b) Each of GMIN, the Corporation, Spinco and the Depositary shall be permitted to sell or otherwise dispose of, on behalf of any Person, such portion of the dividends, distributions, other payments or other consideration payable to that Person under the Arrangement as is necessary to provide sufficient funds to enable GMIN, the Corporation, Spinco or the Depositary to deduct, withhold or remit any amount for the purposes of Section 2.13(a) and such party shall notify the applicable Person of the details of such disposition, including the gross and net proceeds and any adjustments thereto, and remit any unapplied balance of the net proceeds of such sale to such Person.

2.14 Adjustment of GMIN Consideration Shares and Spinco Consideration Shares

If (a) on or after the date hereof, any Party, with the prior written consent of the other Parties: (i) splits, consolidates or reclassifies any of its common shares; (ii) undertakes any other capital reorganization not otherwise contemplated by this Agreement; (iii) declares, sets aside or pays any dividend or other

distribution to its shareholders of record as of a time prior to the Effective Date; or (b) at the Effective Time, the Corporation's representations and warranties in Section (g) of Schedule C (*Capitalization of the Corporation*) or GMIN's representations and warranties in Section (f) of Schedule D (*Capitalization of GMIN*) are not true in any non-*de minimis* respect relating to the number of fully diluted shares outstanding, the Parties shall make such adjustments to the Arrangement, including to the Exchange Ratio and/or the Spinco Exchange Ratio, as they determine acting in good faith to be necessary to restore the original intention of the Parties in the circumstances, which, for greater certainty, includes the intention that the issuance of the GMIN Consideration Shares by GMIN shall not require the approval of holders of GMIN Shares under the rules of the TSX.

2.15 Tax Matters

The Parties intend that, and the Plan of Arrangement has been and shall continue to be structured to allow that the completion of the exchange of the Corporation Shares for GMIN Consideration Shares and Spinco Consideration Shares occurs on a Tax-deferred basis for Canadian income Tax purposes.

For United States federal (and applicable state and local) income tax purposes, the Parties intend that (a) the exchange of Corporation Shares for Corporation Class A Shares be treated as a tax-deferred recapitalization within the meaning of Section 368(a)(1)(E) of the Code, (b) the exchange of Corporation Class A Shares for GMIN Consideration Shares qualify as a tax-deferred reorganization within the meaning of Section 368(a) of the Code, and (c) the Arrangement Agreement and the Plan of Arrangement constitute a "plan of reorganization" within the meaning of the United States Treasury Regulations Section 1.368-2(g) (the "**Intended U.S. Tax Treatment**"). The Parties agree (i) except as otherwise contemplated by this Agreement, to not take any action, or knowingly fail to take any action, if such action or failure to act could reasonably be expected to prevent the Arrangement from being treated inconsistently with the Intended U.S. Tax Treatment, and (ii) provided the requirements applicable thereto are satisfied, to report consistently with the Intended U.S. Tax Treatment for all purposes including, without limitation, on their income tax returns and, to the extent applicable, financial statements, and to not take any position for applicable income tax purposes or otherwise that is inconsistent therewith unless otherwise required pursuant to a "determination" within the meaning of Section 1313 of the Code. If it is reasonably determined that the Corporation may be a "passive foreign investment company" within the meaning of Section 1297(a) of the Code for the tax year which includes the Effective Date, the Corporation will, and GMIN will cause the Corporation to, provide any information necessary for U.S. holders of Corporation Shares to make or maintain a "qualified electing fund" election within the meaning of Section 1295 of the Code in respect of the Corporation.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE CORPORATION AND SPINCO

3.1 Representations and Warranties

Except as specifically disclosed in the Corporation Disclosure Letter (it being understood that the disclosure of any item in the Corporation Disclosure Letter shall constitute disclosure for the purposes of any of the representations and warranties of the Corporation contained in this Agreement where the relevance of that item is reasonably apparent on its face), the Corporation and Spinco hereby represent and warrant to GMIN, and acknowledge that GMIN is relying upon such representations and warranties in connection with the entering into of this Agreement and completing the Arrangement, as set out in Schedule C.

3.2 Survival of Representations and Warranties

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

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF GMIN

4.1 Representations and Warranties

Except as specifically disclosed in the GMIN Disclosure Letter (it being understood that the disclosure of any item in the GMIN Disclosure Letter shall constitute disclosure for the purposes of any of the representations and warranties of GMIN contained in this Agreement where the relevance of that item is reasonably apparent on its face), GMIN hereby represents and warrants to the Corporation and Spinco, and acknowledges that the Corporation and Spinco are relying upon such representations and warranties in connection with the entering into of this Agreement and completing the Arrangement, as set out in Schedule D.

4.2 Survival of Representations and Warranties

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

ARTICLE 5 COVENANTS OF THE PARTIES

5.1 Covenants of the Corporation Relating to the Conduct of Business

- (a) The Corporation covenants and agrees that, during the Interim Period, except as (i) required or permitted by this Agreement, which for certainty includes the Spinco Reorganization, (ii) required by applicable Laws or any Governmental Entities, (iii) disclosed in the Corporation Disclosure Letter, or (iv) consented to by GMIN in writing (which consent shall not be unreasonably withheld, conditioned or delayed), the Corporation (which, for the purposes of this Section 5.1, shall include the Corporation's subsidiaries) shall (A) conduct its business and operations in the ordinary course of business consistent with past practice, and (B) use commercially reasonable efforts to (x) maintain and preserve its business organization, assets, goodwill and properties, (y) keep available the services of its employees, maintain good relationships with suppliers, landlords, creditors, joint venture partners and all other Persons having business relationships with the Corporation or its subsidiaries, and (z) maintain in effect all of the Corporation's existing Permits. Without limiting the generality of the foregoing, from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as (i) required or permitted by this Agreement, (ii) required by any applicable Laws or any Governmental Entities, or (iii) disclosed in the Corporation Disclosure Letter, the Corporation shall not, and shall cause each of its subsidiaries not to, directly or indirectly, without the prior written consent of GMIN (such consent not to be unreasonably withheld, conditioned or delayed):
 - (i) (A) amend its or its subsidiaries' articles or by-laws or other comparable organizational documents; (B) split, combine or reclassify any shares in the

capital of the Corporation or its subsidiaries; (C) issue, grant, deliver, sell or pledge, or agree to issue, grant, deliver, sell or pledge, any shares or other securities of the Corporation or its subsidiaries, or any rights convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares or other securities of the Corporation or its subsidiaries, other than the issuance of Corporation Shares pursuant to the terms of the Corporation Options or of the Corporation RSUs outstanding on the date hereof; (D) redeem, purchase or otherwise acquire, or offer to redeem, purchase or otherwise acquire, any outstanding securities of the Corporation or its subsidiaries, (E) amend the terms of any of its securities; (F) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of the Corporation or any its subsidiaries; (G) amend its accounting policies or adopt new accounting policies, in each case except as required in accordance with IFRS or Law; or (H) enter into any agreement with respect to any of the foregoing;

- (ii) (A) other than in connection with contracts in the ordinary course of business, acquire (by merger, amalgamation, consolidation or acquisition of shares or assets or otherwise), directly or indirectly, any assets, securities, properties, interests, business, corporation, partnership or other business organization or division thereof, or make any investment either by the purchase of securities, contribution of capital, property transfer, or purchase of any other property or assets of any other Person (including GMIN), other than pursuant to a Contract in existence on the date hereof; (B) incur, create, assume or otherwise become liable for or permit its subsidiaries to become liable for, any indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person, or make any loans, capital contributions, investments or advances; (C) waive, release, grant or transfer any rights of material value; or (D) authorize or propose any of the foregoing or enter into any agreement with respect to any of the foregoing;
- (iii) declare any dividend or make any other distribution whatsoever to its securityholders;
- (iv) (A) sell, pledge, hypothecate, lease, license, sell and lease back, mortgage, dispose of or encumber or otherwise transfer any assets, tangible or intangible, securities, properties, interests or businesses of the Corporation or its subsidiaries, (B) pay, discharge or satisfy any material liabilities or obligations, or (C) authorize or propose any of the foregoing or enter into any agreement with respect to any of the foregoing;
- (v) other than as is required to comply with applicable Laws or Corporation Material Contracts or Corporation Employee Plans, but subject to the restrictions contained in Section 5.1(a)(i)(C): (A) grant to any officer, employee, consultant or director of the Corporation or its subsidiaries a material increase in compensation in any form or grant any material salary increase that, in each case, is not in the ordinary course of business; (B) make any loan to any officer, employee, consultant or director of the Corporation or its subsidiaries; (C) take any action with respect to the grant of any severance, termination or change of control bonus or pay to, or enter into any employment agreement with an employee whose annual base salary is or shall be more than \$100,000, or enter into any deferred compensation, severance, termination or change of

control or other similar agreement (or amend any such existing agreement) with, or terminate employment (except for “just cause” or “serious reason”, each as defined and interpreted in accordance with applicable Law) of any officer, employee, consultant or director of the Corporation or any of its subsidiaries whose annual base salary or annual fees is more than \$100,000; (D) materially increase any benefits payable under any existing severance or termination pay policies or employment agreements, or adopt or materially increase benefits under any Corporation Employee Plan or arrangements for the benefit of directors, officers, employees, consultants, or independent contractors, or former directors, officers, employees or consultants or independent contractors of the Corporation or any of its subsidiaries whose annual base salary or annual fees is more than \$100,000; (E) materially increase bonus levels or other benefits payable to any director, executive officer, consultant or employee of the Corporation or any of its subsidiaries; (F) provide for accelerated vesting, removal of restrictions or an exercise of any share based or share related awards (including stock options, share appreciation rights, deferred share units, performance units and restricted share awards) upon a change of control occurring on or prior to the Effective Time; or (G) establish, adopt, amend, engage in or initiate any negotiation with respect to any collective bargaining agreement or similar agreement (except as required by applicable Law or the terms of any collective agreement);

- (vi) commence, waive, release, assign, settle, discharge or compromise any material Legal Proceeding, unless such amount is fully covered by an insurance policy of the Corporation (less the applicable deductible), or which would reasonably be expected to impede, prevent or delay the consummation of the transactions contemplated by this Agreement;
- (vii) take any action or fail to take any action which action or failure to act would result, under any applicable Laws or any rules of the TSX, in the material loss, expiration or surrender of any right of the Corporation, or the material loss of any benefit to the Corporation, or that would reasonably be expected to cause any Governmental Entity to institute proceedings for the suspension, revocation or limitation of any rights of the Corporation necessary to conduct its businesses as now conducted and as proposed to be conducted upon completion of the Arrangement, or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities for Permits;
- (viii) take any action or fail to take any action that would, or would reasonably be expected to, result, individually or in the aggregate, prevent, materially delay, or materially impede the ability of GMIN to consummate the transactions contemplated by this Agreement;
- (ix) other than in the ordinary course of business consistent with past practice: (A) enter into any Contract that if entered into prior to the date hereof would be a Corporation Material Contract; or (B) modify, amend in any material respect, transfer or terminate any Corporation Material Contract, or waive, release or assign any material rights or claim thereto or thereunder;
- (x) dispose of, transfer or allow to lapse any material rights in the Corporation Material Property;

- (xi) (A) take any action inconsistent with past practice relating to the filing of any material Tax Return or the withholding, collecting, remitting and payment of any material Tax; (B) amend any material Tax Return or change any of its methods of reporting income, deductions or accounting for income Tax purposes from those employed in the preparation of any Tax Return, except as may be required pursuant to applicable Law; (C) make or revoke any material election relating to Taxes, other than any election that has yet to be made in respect of any event or circumstance occurring prior to the date of the Agreement; (D) enter into any Tax sharing, Tax allocation, Tax related waiver or Tax indemnification agreement; or (E) settle (or offer to settle) any material Tax claim, audit, proceeding or re-assessment; or
 - (xii) agree, resolve, promise or commit to do any of the foregoing.
- (b) The Corporation covenants and agrees that, during the Interim Period, it shall, and shall cause its subsidiaries to, in each case to the extent reasonably practicable and permitted under applicable Law, promptly inform GMIN of, and provide GMIN with a reasonable opportunity to review (it being agreed that three Business Days constitutes a reasonable opportunity to review), any material filing proposed to be made by or on behalf of the Corporation or any of its subsidiaries, and any material correspondence or other material communication proposed to be submitted or otherwise transmitted to any Governmental Entity by or on behalf of the Corporation or any of its subsidiaries.
- (c) During the Interim Period, the Corporation shall use commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by the Corporation or any of its subsidiaries, including directors' and officers' insurance, not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or reinsurance companies of nationally recognized standing having comparable deductibles and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for, to the extent reasonably practicable in light of insurance market conditions at such time, substantially similar premiums are in full force and effect.
- (d) During the Interim Period, the Corporation shall promptly notify GMIN in writing of (i) any circumstance or development that, to the knowledge of the Corporation, constitutes or could reasonably be expected to constitute a Material Adverse Effect in respect of the Corporation; (ii) any written notice or other written communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with this Agreement or the Arrangement; (iii) any written notice or other written communication from any material supplier, joint venture partner, customer or other material business partner to the effect that such material supplier, joint venture partner, customer or other material business partner is terminating, may terminate or is otherwise materially adversely modifying or may materially adversely modify its relationship with the Corporation or any of its subsidiaries as a result of this Agreement or the Arrangement; or (iv) any material Legal Proceedings commenced or, to its knowledge, threatened in writing against, relating to or involving or otherwise affecting the business or assets of the Corporation or any of its subsidiaries.

5.2 Covenants of GMIN Relating to the Conduct of Business

- (a) GMIN covenants and agrees that, during the Interim Period, except as (i) required or permitted by this Agreement, (ii) required by applicable Laws or any Governmental Entities, (iii) disclosed in the GMIN Disclosure Letter, or (iv) consented to by the Corporation in writing (which consent shall not be unreasonably withheld, conditioned or delayed), GMIN (which, for the purposes of this Section 5.2, shall include GMIN's subsidiaries) shall (A) conduct its business and operations in the ordinary course of business consistent with past practice, and (B) use commercially reasonable efforts to (x) maintain and preserve its business organization, assets, goodwill and properties, and (y) maintain in effect all of GMIN's existing Permits, in each case in this clause (B), in all material respects; provided, however, that this Section 5.2(a) shall not restrict GMIN from resolving to, or entering into or performing any Contract with respect to, the acquisition or disposition of any assets or entity, provided that the doing of any such thing would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect on GMIN or prevent, materially delay or materially impede the ability of GMIN or the Corporation to consummate the Arrangement. Without limiting the generality of the foregoing, from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as (i) required or permitted by this Agreement, (ii) required by any applicable Laws or any Governmental Entities, or (iii) disclosed in the GMIN Disclosure Letter, GMIN shall not, and shall cause each of its material subsidiaries not to, directly or indirectly, without the prior written consent of the Corporation (such consent not to be unreasonably withheld, conditioned or delayed):
- (i) amend its articles or by-laws or other comparable organizational documents;
 - (ii) split, combine or reclassify its shares;
 - (iii) issue, grant, deliver, sell or pledge, or agree to issue, grant, deliver, sell or pledge, any shares or other securities, or any rights convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares or other securities, other than the grant of GMIN Options, GMIN DSUs and GMIN RSUs, and the issuance of GMIN Shares pursuant to the terms of outstanding GMIN Options, GMIN DSUs, GMIN PSUs or GMIN RSUs;
 - (iv) redeem, purchase or otherwise acquire, or offer to redeem, purchase or otherwise acquire, any outstanding securities,
 - (v) amend the terms of any of its securities;
 - (vi) adopt a plan of liquidation or resolution providing for the liquidation or dissolution; or
 - (vii) enter into any agreement with respect to any of the foregoing.
- (b) During the Interim Period, GMIN shall promptly notify the Corporation in writing of (i) any circumstance or development that, to the knowledge of GMIN, constitutes or could reasonably be expected to constitute a Material Adverse Effect in respect of GMIN and (ii) any written notice or other written communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with this Agreement or the Arrangement.

5.3 Covenants of the Parties Relating to the Spinco Reorganization

- (a) Prior to the Effective Date, the Corporation shall prepare all documents required to complete the Spinco Reorganization which shall have the effect, when completed, of transferring the Spinco Assets and Spinco Liabilities to Spinco, and entering into the CVR Agreement, the whole substantially in accordance with the steps set out in the Corporation Disclosure Letter and all applicable Laws, and such Spinco Reorganization steps and documents shall be in a form and substance satisfactory to GMIN, acting reasonably.
- (b) The Corporation covenants and agrees that it shall, and shall cause its subsidiaries to, furnish or cause to be furnished, in a timely manner, to GMIN and its Representatives, and provide GMIN with a reasonable opportunity to review and comment, all documentation giving effect to the Spinco Reorganization, and the Corporation shall give due consideration to all additions, deletions or changes suggested thereto by GMIN and its Representatives; provided that thereafter the Principal Parties shall cause all such documents to be fully executed and delivered at or prior to the Effective Time; provided, however, that the Corporation shall attribute such values to each of the Spinco Assets having provided GMIN with a reasonable opportunity to review and comment on such values and having given due consideration to such comments, the Parties hereby agreeing to file all relevant Tax Returns in a manner consistent with such values, it being understood that the values attributable to each of the Spinco Assets shall not exceed those set forth in the Corporation Disclosure Letter.
- (c) The Principal Parties shall work cooperatively and use reasonable commercial efforts to prepare prior to the Effective Time all documentation necessary and do such other acts and things as are necessary to give effect to the Spinco Reorganization.
- (d) The Principal Parties acknowledge and agree that the implementation of the Spinco Reorganization shall not be considered a breach of any of their respective covenants under this Agreement, other than under this Section 5.3, and shall not be considered in determining whether a representation or warranty of either Principal Party hereunder has been breached.
- (e) In connection with the Spinco Reorganization, the Corporation and Spinco may, to the extent it is necessary, file an election under subsection 85(1) of the Tax Act in prescribed manner and within the time prescribed by the Tax Act, and the corresponding provisions of any applicable provincial or territorial tax legislation. If applicable, in such election, the Corporation and Spinco shall elect at an amount determined by Spinco within the limits set by the Tax Act.
- (f) Spinco covenants and agrees that it shall, and shall cause its subsidiaries to, deliver to GMIN and not keep any copies of any documents containing, other than documents containing immaterial references to, exploration information, data, reports and studies including all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Corporation Material Property, and to use commercially reasonable efforts to keep all such information concerning the Corporation Material Property confidential and not to disclose any such information to anyone other than GMIN or GMIN's representatives without GMIN's prior written consent unless in the opinion of outside legal counsel it is required to do so by Law, except that the foregoing shall not apply to information that:

- (i) at the time of its disclosure is generally available in the public domain;
 - (ii) enters the public domain and becomes generally available at any time after disclosure other than through a breach of the terms hereof by (A) Spinco, (B) any of Spinco's subsidiaries or (C) any of Spinco's legal or financial advisors or consultants; or
 - (iii) consists of general geological, geophysical, geochemical, metallurgical or operational concepts, models or principles.
- (g) GMIN covenants and agrees that it shall, and shall cause its subsidiaries to, treat all exploration information, data, reports and studies including all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Spinco Assets in the same way GMIN treats its own confidential information and shall use all commercially reasonable efforts to keep all such information confidential and shall not make or keep copies of documents containing such information or disclose any such information to anyone other than Spinco or its Representatives without Spinco's prior written consent unless in the opinion of outside legal counsel it is required to do so by Law, except that the foregoing shall not apply to information that:
 - (i) at the time of its disclosure is generally available in the public domain; or
 - (ii) enters the public domain and becomes generally available at any time after disclosure other than through a breach of the terms hereof by (A) GMIN, (B) any of GMIN's subsidiaries or (C) any of GMIN's legal or financial advisors or consultants;
 - (iii) consists of general geological, geophysical, geochemical, metallurgical or operational concepts, models or principles; or
 - (iv) is independently developed by GMIN without use or reference to such information.
- (h) If the Effective Date occurs, Section 5.3(e) through to and including this 5.3(h) shall survive the termination of this Agreement for a period of one year from the Effective Date.

5.4 Covenants of the Corporation Relating to the Arrangement

The Corporation shall, and shall cause its subsidiaries to, perform all obligations required to be performed by the Corporation or any of its subsidiaries under this Agreement, co-operate with GMIN in connection therewith, and do or cause to be done all such further acts and things as may be necessary or reasonably desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement, including the execution and delivery of such documents as GMIN may reasonably require. Without limiting the generality of the foregoing, the Corporation shall and, where applicable shall cause its subsidiaries to:

- (a) subject to the terms of this Agreement, use commercially reasonable efforts to satisfy all conditions precedent in this Agreement and take all steps set forth in the Interim Order and the Final Order applicable to it and comply promptly with all requirements

imposed by Law on it or its subsidiaries with respect to this Agreement or the Arrangement;

- (b) make all notifications, filings, applications and submissions with Governmental Entities required or advisable to obtain and maintain all required Regulatory Approvals and use its commercially reasonable efforts to obtain as soon as reasonably practicable and maintain all required Regulatory Approvals and, in doing so, shall: (i) keep GMIN informed as to the status of the proceedings related to obtaining such Regulatory Approvals, and shall promptly notify GMIN of any communication from any Governmental Entity in respect of the Arrangement or this Agreement; (ii) respond to any requests for information from a Governmental Entity in connection with obtaining a Regulatory Approval or to otherwise comply with applicable Securities Laws and/or the rules and regulations of the TSX, in connection with the consummation of, or in order to consummate, the Arrangement and the transactions contemplated thereby; (iii) not make any submissions or filings to any Governmental Entity related to the transactions contemplated by this Agreement, or participate in any meetings or any material conversations with any Governmental Entity in respect of any filings, submissions, investigations or other inquiries or matters related to the transactions contemplated by this Agreement, unless it consults with GMIN in advance and, to the extent not precluded by such Governmental Entity, gives GMIN a reasonable opportunity to review drafts of any submissions or filings (and will give due consideration to any comments received from GMIN) and to attend and participate in any communications;
- (c) use commercially reasonable efforts, in a timely manner, to (i) assist and cooperate with GMIN; (ii) furnish or cause to be furnished to GMIN all documentation and information that is required, or in the opinion of GMIN, acting reasonably, advisable; and (iii) take such other actions, in each case as may be required or necessary and/or reasonably requested by GMIN in connection with obtaining any Regulatory Approval, the Stock Exchange Approval and otherwise to consummate the Arrangement and the transactions contemplated thereby; provided, however, that nothing in this provision shall require the Corporation to provide information that is not in its possession or not otherwise reasonably available to it;
- (d) ensure that no information provided to GMIN pursuant to this Section 5.4 will include any Misrepresentation and shall promptly notify GMIN if at any time before the Effective Date it becomes aware that any such information contains a Misrepresentation, and shall provide GMIN updated and corrected information so that such information does not contain any such Misrepresentation;
- (e) use commercially reasonable efforts to obtain, as soon as practicable following execution of this Agreement, all third party consents, waivers, approvals and notices required under any of the Corporation Material Contracts, including all Required Third Party Consents, as applicable;
- (f) as soon as reasonably practicable following the date of this Agreement, cause Spinco to apply for the listing of the Spinco Shares on the Canadian Securities Exchange; and
- (g) use commercially reasonable efforts to defend all Legal Proceedings against the Corporation or any of its subsidiaries challenging or affecting this Agreement or the consummation of the transactions contemplated hereby and to oppose, lift, or rescind any injunction or restraining order against the Corporation or any of its subsidiaries or

other order or action against it seeking to stop, or otherwise adversely affecting its ability to make and complete, the transactions contemplated hereby.

5.5 Covenant of GMIN Relating to the Performance of Obligations

Subject to the terms and conditions of this Agreement, GMIN will perform all obligations required to be performed by it under this Agreement, cooperate with the Corporation in connection therewith, and use commercially reasonable efforts to do such other acts and things as may be necessary or desirable in order to complete the Arrangement and other transactions contemplated hereby, including:

- (a) subject to the terms of this Agreement, use commercially reasonable efforts to satisfy all conditions precedent in this Agreement and take all steps set forth in the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by Law on it or its subsidiaries with respect to this Agreement or the Arrangement;
- (b) make all notifications, filings, applications and submissions with Governmental Entities required or advisable to obtain and maintain all required Regulatory Approvals and use its commercially reasonable efforts to obtain as soon as reasonably practicable and maintain all required Regulatory Approvals and, in doing so, shall: (i) keep the Corporation informed as to the status of the proceedings related to obtaining such Regulatory Approvals, and shall promptly notify the Corporation of any communication from any Governmental Entity in respect of the Arrangement or this Agreement; (ii) respond to any requests for information from a Governmental Entity in connection with obtaining a Regulatory Approval or to otherwise comply with applicable Securities Laws and/or the rules and regulations of the TSX, in connection with the consummation of, or in order to consummate, the Arrangement and the transactions contemplated thereby; (iii) not make any submissions or filings to any Governmental Entity related to the transactions contemplated by this Agreement, or participate in any meetings or any material conversations with any Governmental Entity in respect of any filings, submissions, investigations or other inquiries or matters related to the transactions contemplated by this Agreement, unless it consults with the Corporation in advance and, to the extent not precluded by such Governmental Entity, gives the Corporation a reasonable opportunity to review drafts of any submissions or filings (and will give due consideration to any comments received from the Corporation) and to attend and participate in any communications;
- (c) use commercially reasonable efforts, in a timely manner, to (i) furnish or cause to be furnished to the Corporation all documentation and information that is required, or in the opinion of the Corporation, acting reasonably, advisable; and (ii) take such other actions, in each case as may be required or necessary and/or reasonably requested by the Corporation in connection with obtaining any Regulatory Approval, the delisting of the Corporation Shares from the TSX, the withdrawal of the Corporation Shares from the OTCQX Best Market, and otherwise to consummate the Arrangement and the transactions contemplated thereby; provided, however, that nothing in this provision shall require GMIN to provide information that is not in its possession or not otherwise reasonably available to it;
- (d) ensure that no information provided to the Corporation pursuant to this Section 5.5 will include any Misrepresentation and shall promptly notify the Corporation if at any time before the Effective Date it becomes aware that any such information contains a

Misrepresentation, and shall provide the Corporation updated and corrected information so that such information does not contain any such Misrepresentation;

- (e) use commercially reasonable efforts to obtain the Stock Exchange Approval; and
- (f) use commercially reasonable efforts to defend all Legal Proceedings against GMIN or any of its subsidiaries challenging or affecting this Agreement or the consummation of the transactions contemplated hereby and to oppose, lift or rescind any injunction or restraining order against GMIN or any of its subsidiaries or other order or action against it seeking to stop, or otherwise adversely affecting its ability to make and complete, the transactions contemplated hereby.

5.6 TSX Delisting

Subject to Securities Laws, the Corporation shall use commercially reasonable efforts to cause the Corporation Shares to be delisted from the TSX and withdrawn from the OTCQX Best Market with effect as promptly as practicable following the Effective Date.

5.7 Pre-Acquisition Reorganization

- (a) The Corporation shall effect such reorganization of its business, operations, subsidiaries and assets or such other transactions (each, a **“Pre-Acquisition Reorganization”**) as GMIN may request, acting reasonably, prior to the Effective Date, and the Plan of Arrangement, if required, shall be modified accordingly; provided, that any Pre-Acquisition Reorganization: (i) is not detrimental to the Corporation or the Corporation Securityholders in any material respect; (ii) does not require the Corporation to obtain the prior approval of Corporation Shareholders in respect of such Pre-Acquisition Reorganization (other than the approval of the Arrangement at the Meeting); (iii) does not impair, prevent or delay the consummation of the Arrangement; (iv) does not result in any breach by the Corporation or any of its subsidiaries of their respective constating documents, any Contract, Permit, Regulatory Approval or Law applicable to it; and (v) cannot reasonably be expected to result in any Taxes being imposed on, or any incremental adverse Tax or other consequences to, the Corporation or any Corporation Securityholders or Spinco, as compared to the consummation of the Arrangement in the absence of the Pre-Acquisition Reorganization; and (vi) is not reasonably expected to be detrimental to, or inconsistent with, the Intended U.S. Tax Treatment. Without limiting the foregoing, the Corporation shall use commercially reasonable efforts to obtain all necessary consents, approvals or waivers from any Persons to effect each Pre-Acquisition Reorganization, and the Corporation shall cooperate with GMIN in structuring, planning and implementing any such Pre-Acquisition Reorganization. GMIN shall provide written notice to the Corporation of any proposed Pre-Acquisition Reorganization at least 15 Business Days prior to the date of the Meeting. In addition:
 - (i) GMIN shall indemnify and save harmless the Corporation and its Representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest awards, judgments and penalties suffered or incurred by any of them in connection with or as a result of any Pre-Acquisition Reorganization (including actual out-of-pocket costs and expenses for filing fees and external counsel);
 - (ii) any Pre-Acquisition Reorganization shall be effected immediately prior to, contemporaneously with, or within two Business Days prior to the Effective

Date, and shall not become effective unless GMIN shall have confirmed in writing the satisfaction or waiver of all conditions in its favour in Section 6.1 and Section 6.2 and shall have confirmed in writing that it is prepared to promptly without condition (other than the satisfaction of the condition contemplated by Section 6.2(a) as it relates to the Pre-Acquisition Reorganization) proceed to effect the Arrangement;

- (iii) unless the Principal Parties otherwise agree, any Pre-Acquisition Reorganization shall not require any filings with, notifications to or approvals of any Governmental Entity or third party (other than such Tax rulings, and filing such Tax elections or notifications and pre-filings or pre-clearances with corporations branches or similar Governmental Entities, as are necessary or advisable in the circumstances); and
 - (iv) such cooperation does not require the directors, officers or employees of the Corporation to take any action in any capacity other than as a director, officer or employee, as applicable.
- (b) GMIN acknowledges and agrees that the planning for and implementation of any Pre-Acquisition Reorganization shall not be considered a breach of any covenant under this Agreement and shall not be considered in determining whether a representation or warranty of the Corporation hereunder has been breached. The Principal Parties shall work cooperatively and use reasonable commercial efforts to prepare prior to the Effective Time all documentation necessary and do such other acts and things as are necessary to give effect to such Pre-Acquisition Reorganization. For greater certainty, the Corporation shall not be liable for any Taxes arising as a result of, or the failure of GMIN to benefit from any anticipated tax efficiency as a result of, a Pre-Acquisition Reorganization.
- (c) If the Arrangement is not completed, GMIN shall forthwith reimburse the Corporation or at the Corporation's direction, its subsidiaries, for all reasonable and documented fees and expenses (including any professional fees and expenses and Taxes) incurred by the Corporation in considering or effecting a Pre-Acquisition Reorganization and shall be responsible for any reasonable and documented fees, expenses and costs (including professional fees and expenses and Taxes) of the Corporation and its subsidiaries in reversing or unwinding any Pre-Acquisition Reorganization that was effected prior to the Effective Date.
- (d) Notwithstanding anything to the contrary herein, any transactions undertaken by the Corporation in connection with the Spinco Reorganization shall not constitute a Pre-Acquisition Reorganization.

5.8 Certain Convertible Securities

- (a) Each Party acknowledges and agrees that the outstanding Corporation Options and Corporation RSUs shall be treated in accordance with the provisions of the Corporation Stock Option Plan and the Corporation RSU Plan, as applicable, immediately prior to the Effective Date in accordance with the provisions of this Agreement and the Plan of Arrangement.
- (b) Subject to the terms and conditions of this Agreement and the Plan of Arrangement, GMIN and the Corporation acknowledge and agree that with respect to the Corporation Options:

- (i) the Board will exercise its authority under the Corporation Stock Option Plan and the respective option agreements entered into with the Corporation Optionholders to permit the accelerated vesting of all Corporation Options effective prior to the Effective Time solely to allow the Corporation Optionholders to participate in the Surrender Offer and the Conditional Option Exercise pursuant to the Option Election Agreements, and the Board shall deliver a notice to Corporation Optionholders describing in reasonable detail the terms and conditions of such accelerated vesting and participation in the Surrender Offer;
- (ii) the Corporation will, as set forth in Section 5.8(b)(iii)(B) and in accordance with the Option Election Agreements, accept each offer made by a Corporation Optionholder pursuant to the Corporation Stock Option Plan to surrender such Corporation Optionholder's In-the-Money Options to the Corporation in consideration for the issuance by the Corporation to such Corporation Optionholder, for each surrendered In-the-Money Option, of that number of Corporation Shares as is equal to the In-the-Money Option Amount divided by the Corporation Share VWAP Value, conditional on closing of the Arrangement (a "**Surrender Offer**"); and
- (iii) Corporation Optionholders will have the choice of:
 - (A) exercising their Corporation Options at the applicable exercise prices in accordance with the Corporation Stock Option Plan (the "**Conditional Option Exercise**"), subject to: (I) the remittance by such Corporation Optionholder to the Corporation of cash; (II) the agreement of such Corporation Optionholder of the right of the Corporation to set-off amounts that are or will become owing by the Corporation to such Corporation Optionholder; (III) the agreement of such Corporation Optionholder to the sale of GMIN Consideration Shares pursuant to Section 5.8(b)(v); or (IV) any combination of the foregoing, in an aggregate amount equal to the amount of Taxes, if any, required to be remitted by the Corporation in connection with such exercise, conditional on completion of the Arrangement; or
 - (B) (I) in respect of their In-the-Money Options, surrendering such Corporation Options to the Corporation pursuant to a Surrender Offer, subject to: (1) the remittance by such Corporation Optionholder to the Corporation of cash; (2) the agreement of such Corporation Optionholder of the right of the Company to set-off amounts that are or will become owing by the Corporation to such Corporation Optionholder; (3) the agreement of such Corporation Optionholder to the sale of GMIN Consideration Shares pursuant to Section 5.8(b)(v); or (4) any combination of the foregoing, in an aggregate amount equal to the amount of Taxes, if any, required to be remitted by the Corporation in connection with such exercise and conditional on completion of the Arrangement, and (II) in respect of their Out-of-the-Money Options, surrendering such Corporation Options to the Corporation for cancellation (before or under the Plan of Arrangement) without any payment therefor.

- (iv) The Corporation agrees that, prior to the time that the application for the Interim Order is heard, it shall make reasonable commercial efforts to obtain Option Election Agreements from each Corporation Optionholder.
- (v) The Parties agree that satisfaction of the Tax obligation with respect to the exercise or surrender of Corporation Options may also be accomplished by way of the withholding by the Corporation, GMIN or the Depositary from the GMIN Consideration Shares received under the Arrangement of such number of GMIN Consideration Shares as may be determined by the Corporation or GMIN, in its sole discretion, to be necessary to satisfy the Tax obligation with respect to such Corporation Options. The Corporation, GMIN and/or the Depositary may sell any such withheld GMIN Consideration Shares, as trustee for any holders of Corporation Options to satisfy the remittance obligation and, in connection with such exercise or surrender, the holder of the Corporation Options shall consent to the sale and grant to the Corporation, GMIN and Depositary, as trustee for the holder of the Corporation Options, an irrevocable power of attorney to effect the sale of such GMIN Consideration Shares. Any GMIN Consideration Shares withheld shall be sold through the facilities of the TSX and the funds shall be used to satisfy the Tax obligation.
- (vi) The Parties acknowledge that: (i) no deduction shall be claimed by the Corporation (or any Person not dealing at arm's length (for purposes of the Tax Act) with the Corporation) in computing its income under the Tax Act in respect of any payment made to a Corporation Optionholder in consideration for the surrender of Corporation Options pursuant to the Plan of Arrangement who (a) is a resident of Canada for purposes of the Tax Act or who is (or, following the grant of such Corporation Options, was) employed and liable to income Tax in Canada, and (b) would, if the election and other actions contemplated by this Section 5.8(vi) were made or taken (as the case may be), be entitled to a deduction pursuant to paragraph 110(1)(d) of the Tax Act in respect of such payment; and (ii) GMIN shall cause the Corporation to (x) where applicable, make and timely file an election pursuant to subsection 110(1.1) of the Tax Act in respect of each such payment, and (y) provide evidence in writing of such election to each such Corporation Optionholder.
- (vii) The Board will, to the extent necessary, exercise its authority under the Corporation RSU Plan to permit the accelerated vesting of all unvested Corporation RSUs effective the day which is immediately prior to the Effective Date and will take such steps and actions as are necessary or desirable in order to: (A) redeem prior to the Effective Time all of the outstanding Corporation RSUs for Corporation Shares in accordance with the Corporation RSU Plan and the Corporation RSUs and (B) cause the outstanding Corporation RSUs to be cancelled in accordance with the Corporation RSU Plan and the Corporation RSUs, as applicable, and the Board shall deliver a notice to holders of Corporation RSUs describing in reasonable detail the terms and conditions of such accelerated vesting and redemption, as applicable.

5.9 Resignations

The Corporation shall use commercially reasonable efforts to obtain and deliver the resignations and mutual releases of each director and officer of the Corporation and any of its subsidiaries to the extent requested by GMIN and as at the Effective Time and to cause any such persons to be replaced by

persons identified by GMIN as of the Effective Time. GMIN shall use commercially reasonable efforts to identify the directors and officers of the Corporation who will be requested to resign and the persons who will replace such directors and officers and GMIN shall do so within a reasonable period of time prior to the Effective Date and in any event (a) not less than five Business Days prior to the Final Order, if all required Regulatory Approvals have been obtained, or (b) not less than seven Business Days prior to the Effective Date, in all other cases.

ARTICLE 6

CONDITIONS PRECEDENT

6.1 Mutual Conditions Precedent

The obligations of the Parties to complete the transactions contemplated by this Agreement, including the Arrangement, are subject to the fulfillment, on or before the Effective Time, of each of the following conditions precedent, each of which may be waived, in whole or in part, only with the mutual consent of GMIN and the Corporation:

- (a) the Shareholder Approval shall have been obtained at the Meeting in accordance with the Interim Order;
- (b) the Interim Order and the Final Order shall each have been obtained on terms consistent with this Agreement;
- (c) there shall not exist any prohibition at Law, including a cease trade order, injunction or other prohibition or order at Law or under applicable legislation, and there shall not have been any action taken under any Law or by any Governmental Entity, that makes it illegal or otherwise directly or indirectly restrains, enjoins, prevents or prohibits the consummation of the Arrangement;
- (d) the Corporation Class A Shares, GMIN Consideration Shares and Spinco Consideration Shares to be issued under the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption; and
- (e) the Stock Exchange Approval shall have been obtained.

6.2 Additional Conditions Precedent to the Obligations of GMIN

The obligations of GMIN to complete the transactions contemplated by this Agreement are subject to the fulfillment of each of the following conditions precedent on or before the Effective Date or such other time as specified below (each of which is for the exclusive benefit of GMIN and may be waived by GMIN in whole or in part in its sole discretion):

- (a) all covenants of the Corporation under this Agreement to be performed on or before the Effective Date shall have been duly performed by the Corporation in all material respects, and GMIN shall have received a certificate of the Corporation, addressed to GMIN and dated the Effective Date, signed by a senior executive officer of the Corporation (on behalf of the Corporation and without personal liability), confirming the same as at the Effective Date;
- (b) (i) the representations and warranties of the Corporation set forth in Sections (b) of Schedule C, [*Organization and Qualification; Subsidiaries*], (c) of Schedule C [*Authority Relative to this Agreement*], (g) of Schedule C [*Capitalization*] and (h) of

Schedule C [*Ownership of Subsidiaries*] shall be true and correct in all respects as of the date of this Agreement and as of the Effective Date as if made on and as of the Effective Date (except for representations and warranties made as at a specified date, the accuracy of which shall be determined as at that specified date), except for such failures to be so true and correct that are *de minimis* (disregarding for such purposes any materiality or Material Adverse Effect or other similar concepts of materiality qualifications contained in any such representation or warranty); and (ii) all other representations and warranties of the Corporation set forth in this Agreement shall be true and correct in all respects (disregarding for such purpose any materiality, Material Adverse Effect or other similar concepts of materiality qualification contained in any such representation or warranty) as at the Effective Date as though made on and as at the Effective Date (except for representations and warranties made as at a specified date, the accuracy of which shall be determined as at that specified date), except in the case of this clause (ii) where the failure or failures of any such representations and warranties to be so true and correct in all respects would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of the Corporation, and GMIN shall have received a certificate of the Corporation addressed to GMIN and dated the Effective Date, signed by a senior executive officer of the Corporation (on behalf of the Corporation and without personal liability), confirming the same as at the Effective Date;

- (c) since the date of this Agreement, there shall not have occurred any Material Adverse Effect in respect of the Corporation, and the Corporation shall have provided to GMIN a certificate of a senior executive officer of the Corporation (on behalf of the Corporation and without personal liability) certifying the same as at the Effective Date;
- (d) holders of no more than 5% of the total issued and outstanding Corporation Shares shall have validly exercised Dissent Rights (and not withdrawn such exercise);
- (e) the Corporation and Spinco shall have complied with their obligations under Section 2.10(c) and the Depositary shall have confirmed receipt of the Spinco Consideration Shares contemplated thereby;
- (f) all outstanding Corporation Options shall be conditionally exercised or surrendered and terminated in accordance with the Option Election Agreements and the Corporation Optionholders shall have remitted to the Corporation, in addition to the aggregate exercise price of the Corporation Options, if applicable, cash in an amount equal to the amount of Taxes, if any, required to be remitted by the Corporation in connection with such exercise or surrender and termination, or made other arrangements as contemplated herein or satisfactory to GMIN to satisfy the amounts to be remitted in connection with the exercise or surrender of the Corporation Options from amounts otherwise owing to the Corporation Optionholders by the Corporation in connection with the completion of the Arrangement; and
- (g) the Required Confirmations shall have been obtained.

6.3 Additional Conditions Precedent to the Obligations of the Corporation

The obligations of the Corporation to complete the transactions contemplated by this Agreement are subject to the fulfillment of each of the following conditions precedent on or before the Effective Date or such other time as specified below (each of which is for the exclusive benefit of the Corporation and may be waived by the Corporation in whole or in part in its sole discretion):

- (a) all covenants of GMIN under this Agreement to be performed on or before the Effective Date shall have been duly performed by GMIN in all material respects, and the Corporation shall have received a certificate of GMIN addressed to the Corporation and dated the Effective Date, signed by a senior executive officer of GMIN (on behalf of GMIN and without personal liability), confirming the same as at the Effective Date;
- (b) (i) the representations and warranties of GMIN set forth in Sections (a) of Schedule D [*Organization and Qualification; Subsidiaries*], (b) of Schedule D [*Authority Relative to this Agreement*] and (f) of Schedule D [*Capitalization*] shall be true and correct in all respects as of the date of this Agreement and as of the Effective Date as if made on and as of the Effective Date (except for representations and warranties made as at a specified date, the accuracy of which shall be determined as at that specified date), except for such failures to be so true and correct that are *de minimis* and (ii) all other representations and warranties of GMIN set forth in this Agreement shall be true and correct in all respects (disregarding for such purpose any materiality, Material Adverse Effect or other similar concepts of materiality qualifications contained in any such representation or warranty) as at the Effective Date as though made on and as at the Effective Date (except for representations and warranties made as at a specified date, the accuracy of which shall be determined as at that specified date), except in the case of this clause (iii) where the failure or failures of any such representations and warranties to be so true and correct in all respects would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of GMIN, and the Corporation shall have received a certificate of GMIN addressed to the Corporation and dated the Effective Date, signed by a senior executive officer of GMIN (on behalf of GMIN and without personal liability), confirming the same as at the Effective Date; and
- (c) since the date of this Agreement, there shall not have occurred any Material Adverse Effect in respect of GMIN, and GMIN shall have provided to the Corporation a certificate of a senior executive officer of GMIN (on behalf of GMIN and without personal liability) certifying the same as at the Effective Date.

6.4 Satisfaction of Conditions

The conditions precedent set out in Section 6.1, Section 6.2 and Section 6.3 shall be conclusively deemed to have been satisfied, waived or released when the Certificate of Arrangements are issued by the Director.

6.5 Notice and Cure Provisions

Each Party will give prompt notice to the other Parties of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of the termination of this Agreement and the Effective Time of any event or state of facts which occurrence or failure would or would be likely to:

- (a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect on the date hereof or at the Effective Time if such failure to be true or accurate would cause any condition in Section 6.2(b) or Section 6.3(b), as applicable, not to be satisfied; or
- (b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party hereunder prior to the Effective Time if such failure to comply would cause any condition in Section 6.2(a) or Section 6.3(a), as applicable, not to be satisfied.

The Corporation may not exercise its rights to terminate this Agreement pursuant to Section 8.2(d)(i) and GMIN may not exercise its right to terminate this Agreement pursuant to Section 8.2(c)(ii) unless the Party intending to rely thereon has delivered a written notice to the other Principal Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment or the applicable condition or termination right, as the case may be. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may terminate this Agreement until the expiration of a period of the earlier of 10 Business Days from such notice and the Outside Date, and then only if such matter has not been cured by such date. If such notice has been delivered prior to the making of the application for the Final Order or the Meeting, such application and/or meeting shall be postponed, if and to the extent necessary, until the expiry of such period.

ARTICLE 7

ADDITIONAL COVENANTS

7.1 Non-Solicitation

- (a) During the Interim Period, and except as otherwise expressly provided in this Article 7, the Corporation shall not, directly or indirectly, or through any of its Representatives, and the Corporation shall cause its subsidiaries not to and shall not permit its Representatives to:
 - (i) solicit, assist, initiate, knowingly encourage or knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any information, properties, facilities, books or records of the Corporation or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries, proposals or offers whatsoever that constitute or which may reasonably be expected to constitute or lead to, or is related to, an Acquisition Proposal;
 - (ii) engage or participate in any discussions or negotiations with any Person (other than GMIN or its Representatives) regarding an Acquisition Proposal or any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, provided that, for greater certainty, the Corporation may communicate and participate in discussions with a Person making an unsolicited Acquisition Proposal for the purpose of (A) advising any Person of the existence of, and restrictions under, this Agreement, (B) clarifying the terms of any such proposal in order to determine if it constitutes or may reasonably be expected to result in a Superior Proposal; and (C) advising any Person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when the Board has so determined;
 - (iii) make a Change in Recommendation; or
 - (iv) accept, enter into, or publicly propose to accept, or enter into, any agreement, understanding or arrangement or other contract (other than an Acceptable Confidentiality Agreement) related to any Acquisition Proposal.
- (b) Except as otherwise provided in this Section 7.1, the Corporation shall, and shall cause its subsidiaries and its and their respective Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with

any Persons (other than GMIN and its Representatives) conducted heretofore by the Corporation or its subsidiaries, or its or their respective Representatives, with respect to any inquiry, proposal or offer that is, may reasonably be expected to result in, or is related to, an Acquisition Proposal and, in connection therewith, the Corporation will immediately discontinue access to any of its confidential information (and not establish or allow access to any of its confidential information, or any data room, virtual or otherwise) and shall, no later than 5:00 p.m. on the first Business Day immediately following public announcement of the transactions contemplated by this Agreement, request, and use commercially reasonable efforts to exercise all rights it has to require, the return or destruction of all confidential information (including all material including or incorporating or otherwise reflecting any material confidential information) regarding it and its subsidiaries previously provided to any such Person or any other Person. The Corporation represents and warrants to GMIN that, none of the Corporation or any of its subsidiaries, or its or their respective Representatives, has terminated, waived, amended or modified, and further covenants that none of the Corporation or any of its subsidiaries, or its or their respective Representatives shall, except as permitted by Section 7.1(c), release any Person from, terminate, waive, amend or modify any provision of any existing confidentiality agreement, standstill agreement or similar agreement relating to a potential Acquisition Proposal to which it or any of its subsidiaries is a party (it being acknowledged and agreed that the automatic termination of any standstill provisions of any such agreement as the result of the entering into an announcement of this Agreement by the Principal Parties, pursuant to the express terms of any such agreement, shall not be a violation of this Section 7.1(b)) and the Corporation shall take all necessary action to enforce all such provisions.

- (c) Notwithstanding Sections 7.1(a) and Section 7.1(b) and any other provision of this Agreement or of any other agreement between the Corporation and GMIN, if at any time following the date of this Agreement and prior to obtaining the Shareholder Approval at the Meeting, the Corporation receives a *bona fide* written Acquisition Proposal, the Corporation and its Representatives may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal and may provide copies of, access to or disclosure of information, properties, facilities, books or records with respect to the Corporation or its subsidiaries, if and only if:
 - (i) the Board determines in good faith, following consultation with its financial and outside legal advisors, that such Acquisition Proposal constitutes or would reasonably be expected to constitute or lead to a Superior Proposal and, after consultation with its financial and outside legal advisors, that the failure to engage in such discussions or negotiations would be inconsistent with its fiduciary duties;
 - (ii) such Person submitting the Acquisition Proposal was not restricted from making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar agreement or restriction with the Corporation or its subsidiaries;
 - (iii) the Acquisition Proposal did not arise as a result of a violation, in any material respect, of this Article 7; and
 - (iv) prior to providing copies of, access to or disclosure of confidential information with respect to the Corporation or its subsidiaries, the Corporation enters into a confidentiality and standstill agreement with such Person (or confirms it has previously entered into such an agreement which remains in effect) on terms

that are not materially less restrictive to such Person and its affiliates and Representatives than the confidentiality and standstill provisions contained in the Confidentiality Agreement (provided that nothing in such agreement shall be required to prevent such Person from making an Acquisition Proposal or Superior Proposal) (an “**Acceptable Confidentiality Agreement**”). Promptly, and in any event within 24 hours following the execution of an Acceptable Confidentiality Agreement, the Corporation shall provide GMIN with a copy of such Acceptable Confidentiality Agreement; the Corporation shall also contemporaneously provide to GMIN any non-public information concerning the Corporation that is provided to such Person which was not previously provided to GMIN or its Representatives.

Notwithstanding any restrictions contained herein, the Corporation shall not be prohibited from considering whether, or determining that, such Acquisition Proposal constitutes, or could reasonably be expected to lead to, a Superior Proposal.

7.2 Notification of Proposals

- (a) The Corporation shall promptly notify GMIN, at first orally and then in writing within 24 hours following the date it receives or becomes aware of an Acquisition Proposal or any inquiry, proposal or offer that relates to or that constitutes or could lead to an Acquisition Proposal (or any request for copies of, access to, or disclosure of, any non-public or confidential information relating to the Corporation), in each case in connection with a potential Acquisition Proposal. Such notice shall, to the extent permitted by the terms of an applicable confidentiality agreement entered into prior to the date of this Agreement, indicate the identity of all Persons making such proposal, inquiry, offer or request and include a copy of the Acquisition Proposal and all documents, material or correspondence or other material received in respect of, from or on behalf of any such Persons, and such other material terms and conditions of the Acquisition Proposal known by the Corporation. The Corporation shall keep GMIN fully informed on a current basis of the status and any material developments, including any change to the material terms, of such inquiry, proposal, offer or request and shall respond promptly to all reasonable inquiries by GMIN with respect thereto and shall, to the extent permitted by the terms of an applicable confidentiality agreement entered into prior to the date of this Agreement, provide copies of any documents, materials or correspondence if in writing or in electronic form, and if not in writing or electronic form, a description of the terms of any material discussions between the Corporation or any of its Representatives and any Persons making any such Acquisition Proposal, as applicable.
- (b) To the extent that the Corporation is subject to a confidentiality agreement entered into with any Persons prior to the date of this Agreement that restricts the disclosure required to be made to GMIN pursuant to this Article 7, as a condition to engaging further with such Person, the Corporation shall confirm with such Person that such restrictions are waived to the extent required to permit all of the disclosure required to be made to GMIN under this Section 7.2.

7.3 Superior Proposals

- (a) Notwithstanding Section 7.1, if the Corporation receives an Acquisition Proposal that constitutes a Superior Proposal prior to obtaining the Shareholder Approval at the Meeting, the Corporation may make a Change in Recommendation or terminate this

Agreement to approve, accept or enter into a binding written agreement with respect to such Superior Proposal, if and only if:

- (i) it has provided GMIN with written notice (a **"Superior Proposal Notice"**) that the Board has determined that such Acquisition Proposal constitutes a Superior Proposal and of the intention the Board to make a Change in Recommendation or to enter into a binding written agreement with respect to such Superior Proposal;
- (ii) the Superior Proposal Notice specifies the value or range in financial terms that the Board has, in consultation with its financial advisors, determined should be ascribed to any non-cash consideration offered pursuant to the Arrangement and the Superior Proposal;
- (iii) it has provided GMIN with a copy of the proposed written agreement for the Superior Proposal and all supporting materials containing the material terms and conditions of the Superior Proposal, including any financing documents subject to standard confidentiality provisions supplied to the Corporation in connection therewith;
- (iv) at least five Business Days (the **"Matching Period"**) have elapsed from the date that is the later of the date on which GMIN received the Superior Proposal Notice and the date on which GMIN received all the materials set forth in Section 7.3(a)(iii);
- (v) during any Matching Period, GMIN has had the opportunity, but not the obligation, to offer to amend the terms of this Agreement and the Plan of Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal; and
- (vi) after the Matching Period, the Board has determined in good faith, after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal (if applicable, compared to the terms of the Arrangement and the Plan of Arrangement as proposed to be amended by GMIN under Section 7.4(a)) and that the failure by the Board to take such action would be inconsistent with its fiduciary duties.

7.4 Right to Match

- (a) During the Matching Period, (i) the Board shall review with its financial and legal advisors any offer made by GMIN pursuant to Section 7.3(a)(v) to amend the terms of this Agreement and the Plan of Arrangement in order to determine (acting in good faith and in accordance with its fiduciary duties) whether the Acquisition Proposal to which the Corporation is responding would continue to be a Superior Proposal when assessed against the amended Agreement and Plan of Arrangement as proposed by GMIN and (ii) the Corporation shall negotiate in good faith with GMIN to make such amendments to the terms of this Agreement as would enable GMIN to proceed with the transactions contemplated herein on such amended terms. If the Board determines that the Acquisition Proposal would thereby cease to be a Superior Proposal, it will promptly advise GMIN and the Principal Parties shall amend this Agreement to reflect such offer by GMIN, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

- (b) Each successive modification of any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Corporation or the Corporation Shareholders or amends or modifies other material terms or conditions thereof shall constitute a new Acquisition Proposal for purposes of the requirement of Section 7.3(a) and GMIN shall be afforded a new Matching Period (except that references to the five Business Days period in the definition of Matching Period shall be deemed to be references to a three Business Days period).
- (c) The Board shall promptly reaffirm the Board Recommendation, as applicable, by news release after any Acquisition Proposal which is not determined to be a Superior Proposal is publicly announced or the Board determines that a proposed amendment to the terms of this Agreement as contemplated under Section 7.4 would result in an Acquisition Proposal no longer constituting a Superior Proposal. The Corporation shall provide GMIN and its outside legal counsel with a reasonable opportunity to review the form and content of any such new release and shall make all reasonable amendments to such new release as requested by GMIN and its legal counsel.
- (d) If the Corporation provides a Superior Proposal Notice to GMIN after a date that is five or less Business Days before the Meeting, GMIN shall be entitled, at its sole discretion, to require the Corporation to postpone or adjourn the Meeting, to a date acceptable to GMIN, acting reasonably, that is not more than five Business Days after the scheduled date of the Meeting, as applicable, but in any event the Meeting shall not be postponed or adjourned to a date which would prevent the Effective Date from occurring on a date that is less than five Business Days prior to the Outside Date.
- (e) Nothing contained in this Section 7.4 shall limit in any way the obligation of the Corporation to convene and hold the Meeting in accordance with Section 2.3 while this Agreement remains in force.
- (f) Nothing in this Agreement shall prevent the Corporation or the Board from responding through a directors' circular or otherwise as required by applicable Laws to an Acquisition Proposal that it determines is not a Superior Proposal (provided that GMIN and its outside legal counsel have been provided with a reasonable opportunity to review and comment on any such response and the Corporation shall make all reasonable amendments as requested by GMIN and its outside legal counsel).

7.5 Access to Information; Confidentiality

From the date hereof until the earlier of the Effective Time and the termination of this Agreement, subject to compliance with Law and the terms of any existing Contracts, the Corporation shall, and shall cause its subsidiaries to, afford to GMIN and its Representatives, upon reasonable notice and during normal business hours, reasonable access to Corporation's premises, facilities, property and assets (including books and records), Contracts, senior personnel and Representatives, and business, financial, operating, technical and other data and information with respect to the business and assets of the Corporation and/or its subsidiaries as GMIN may from time to time reasonably request; provided that: (a) such access does not unduly interfere with the ordinary course of business of the Corporation and/or its subsidiaries; and (b) such access shall be subject to (i) any confidentiality obligations owed by the Corporation to a third party, (ii) maintaining attorney-client privilege and (iii) reasonable steps taken to protect or to redact competitively sensitive information. Without limiting the generality of the foregoing, GMIN acknowledges that the Confidentiality Agreement continues to apply and that any information provided pursuant to this Section 7.5, or otherwise in connection with the transactions contemplated hereby, is subject to the Confidentiality Agreement, which will remain in full force and

effect in accordance with its terms notwithstanding any other provision of this Agreement or any termination of this Agreement other than as a result of the occurrence of the Effective Time. If any provision of this Agreement otherwise conflicts or is inconsistent with any provision of the Confidentiality Agreement, the provision of this Agreement shall supersede those of the Confidentiality Agreement but only to the extent of the conflict or inconsistency and all other provisions of the Confidentiality Agreement shall remain in full force and effect.

7.6 D&O Indemnification and Insurance

- (a) The Parties agree that all rights to indemnification or exculpation now existing in favour of the present and former directors and officers of the Corporation and its subsidiaries (collectively, the “**Indemnified D&Os**”) in effect as of the date hereof, will survive the completion of the Plan of Arrangement and will continue in full force and effect without modification, and the Corporation and any successor to the Corporation shall continue to honour such rights of indemnification and indemnify the Indemnified D&Os pursuant thereto, with respect to actions or omissions of the Indemnified D&Os occurring prior to the Effective Time, for six years following the Effective Date.
- (b) Prior to the Effective Date, the Corporation may purchase prepaid non-cancellable customary “tail” or “run off” directors’ and officers’ liability insurance providing protection no less favourable in the aggregate to the protection provided by the policies maintained by the Corporation and its subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date for a period of six years from the Effective Date, provided that the aggregate cost of such policy for the six year period shall not exceed 350% of the current annual premium for policies currently maintained by the Corporation and that the Corporation shall consult with GMIN before purchasing such insurance. As of and from the Effective Time, GMIN shall, or shall cause the Corporation and its subsidiaries to, maintain such policies in place without any reduction in scope or coverage for six years following the Effective Date.
- (c) If the Corporation or GMIN or any of their subsidiaries or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not a continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers all or substantially all of its properties and assets to any Person, then, in each such case, proper provisions shall be made to ensure that any successor or assign (including, as applicable, any acquiror of substantially all of the properties and assets) assumes all of the obligations set forth in this Section 7.6.
- (d) The provisions of this Section 7.6 are intended for the benefit of, and shall be enforceable by, each insured or indemnified Person, his or her heirs and his or her legal representatives and, for such purpose, the Corporation hereby confirms that it is acting as agent and trustee on their behalf. Furthermore, this Section 7.6 shall survive the termination of this Agreement as a result of the occurrence of the Effective Date for a period of six years.

7.7 Spinco Indemnification

- (a) From the Effective Time, Spinco hereby agrees to indemnify and save harmless GMIN, the Corporation and their respective subsidiaries from all losses suffered or incurred by GMIN, the Corporation or their respective subsidiaries (each, an “**Indemnified Party**”) as a result of or arising directly or indirectly out of or in connection with an Indemnified Liability; provided that Spinco shall have no liability hereunder in respect

of any Claims unless such Indemnified Party shall have delivered an Indemnity Notice in respect of such Claim following the Effective Date and within the period of time specified under Section 7.7(c) for which Spinco's indemnification obligations in respect of such Indemnified Liability is to survive termination of this Agreement.

- (b) If any claim, proceeding or other matter resulting from the occurrence of any of the events contemplated by Section 5.2 (a "**Claim**") is made against Indemnified Party by a third party for which the Indemnified Party may be entitled to indemnification, the Indemnified Party shall give notice (the "**Indemnity Notice**") to Spinco specifying the particulars of such Claim within 20 days after it receives notification of the Claim. Spinco shall have the right to participate in any negotiations or proceedings with respect to such Claim. The Indemnified Party shall not settle or compromise any such Claim without the prior written consent of Spinco, such consent not to be unreasonably withheld or delayed. If Spinco has not, within 20 Business Days after the giving of the Indemnity Notice, given notice to the Indemnified Party that it wishes to dispute such Claim, then Indemnified Party may assume the defence of such Claim. If Spinco does give such a notice, it shall have the right to assume the defence of such Claim and to defend such Claim in the name of the Indemnified Party. The Indemnified Party shall provide to Spinco all files, books, records and other information in their possession or control which may be relevant to the defense of such Claim. If Spinco fails after giving such notice, diligently and reasonably to defend such Claim throughout the period such Claim exists, its right to defend the Claim shall terminate and such Indemnified Party may assume the defense of such Claim. In such event, the Indemnified Party may assume the defense of such Claim.
- (c) If the Effective Date occurs, this Section 7.7 shall survive the termination of this Agreement for a period of three (3) years from the Effective Date, other than in the case of a Claim for Taxes that are Indemnified Liabilities, which shall survive for and continue until thirty (30) days after the expiration of the period during which any Tax assessment may be issued by a Governmental Entity in respect of a taxation year which includes such Claim for Taxes.

ARTICLE 8

TERM, TERMINATION, AMENDMENT AND WAIVER

8.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with this Article 8.

8.2 Termination

Subject to the last paragraph of this Section 8.2, this Agreement may be terminated at any time prior to the Effective Time:

- (a) by mutual written agreement of GMIN and the Corporation;
- (b) by either GMIN or the Corporation, if:
 - (i) the Effective Date shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this Section 8.2(b)(i) shall not be available to any Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under this Agreement

has been the principal cause of, or resulted in, the failure of the Effective Time to occur by the Outside Date;

- (ii) after the date hereof, there shall be enacted or made any applicable Law or there shall exist any injunction or court order that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins either the Corporation or GMIN from consummating the Arrangement and such Law, injunction or court order shall have become final and non-appealable; except that the right to terminate this Agreement under this Section 8.2(b)(ii) shall not be available to a Principal Party whose failure to fulfill any of its obligations or breach of any of its representations or warranties under this Agreement shall have been a material cause of the occurrence or continuation of the occurrence of such restraint or illegality;
 - (iii) the Shareholder Approval is not obtained at the Meeting in accordance with the Interim Order; or
- (c) by GMIN, if:
 - (i) prior to obtaining the Shareholder Approval, (1) the Board (A) fails to unanimously recommend or withdraws, amends or modifies (or proposes publicly to withdraw, amend, modify or qualify), in a manner adverse to GMIN, the Board Recommendation, (B) accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend an Acquisition Proposal or takes no position or a neutral position, in each case, with respect to a publicly announced or otherwise publicly disclosed Acquisition Proposal for more than five Business Days (or beyond the third Business Day prior to the date of the Meeting, if sooner), (C) accepts, approves, executes or enters into, or publicly proposes to accept, approve, execute or enter into, any agreement, letter of intent, agreement in principle or understanding in respect of an Acquisition Proposal (other than an Acceptable Confidentiality Agreement), or (D) fails to affirm publicly and without qualification the Board Recommendation within five Business Days following the written request of GMIN to provide such reaffirmation, acting reasonably, provided that if such request is made fewer than five Business Days prior to the GMIN Meeting then, notwithstanding the foregoing, the Board in receipt of such request shall make such affirmation as soon as practicable prior to the GMIN Meeting, it being further agreed that no such request for such affirmation shall be made except once per publicly announced Acquisition Proposal or material modification of such Acquisition Proposal ((A) through (D) each, a **"Change in Recommendation"**), or (2) the Corporation wilfully breaches Article 7 in any material respect;
 - (ii) subject to Section 6.5, any breach of any representation or warranty or failure to perform any covenant or obligation on the part of the Corporation under this Agreement occurs that would cause any condition in Section 6.2(a) [*Corporation Covenants Condition*] or Section 6.2(b) [*Corporation Representations and Warranties Condition*] not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Section 6.5; provided, however, that GMIN is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 6.3(a) [*GMIN Covenants Condition*] or Section

6.3(b) [*GMIN Representations and Warranties Condition*] not to be satisfied;
or

- (iii) there shall occur after the date hereof any change, effect, event, circumstance or fact that constitutes a Material Adverse Effect in respect of the Corporation.
- (d) by the Corporation, if:
 - (i) subject to Section 6.5, any breach of any representation or warranty or failure to perform any covenant or obligation on the part of GMIN under this Agreement occurs that would cause any condition in Section 6.3(a) [*GMIN Covenants Condition*] or Section 6.3(b) [*GMIN Representations and Warranties Condition*] not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Section 6.5; provided, however, that the Corporation is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 6.2(a) [*Corporation Covenants Condition*] or Section 6.2(b) [*Corporation Representations and Warranties Condition*] not to be satisfied;
 - (ii) prior to obtaining the Shareholder Approval, the Board authorizes the Corporation to enter into a definitive binding written agreement (other than an Acceptable Confidentiality Agreement permitted by and in accordance with Section 7.1(c)(iv)) with respect to a Superior Proposal in accordance with Section 7.4, provided the Corporation is then in compliance with Article 7, and that prior to or concurrent with such termination, the Corporation pays the Termination Fee in accordance with Section 8.3; or
 - (iii) there shall occur after the date hereof any change, effect, event, circumstance or fact that constitutes a Material Adverse Effect in respect of GMIN.

The Principal Party desiring to terminate this Agreement pursuant to this Section 8.2 (other than pursuant to Section 8.2(a)) shall give notice of such termination to the other Principal Party. If this Agreement is terminated pursuant to this Section 8.2, this Agreement shall become void and of no effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or Representative of such Party) to any other Party hereto, except that the provisions of this paragraph and Sections 5.7(c), 8.3, 9.3, 9.4, 9.5 and 9.8 and the provisions of the Confidentiality Agreement (pursuant to the terms set out therein) shall survive any termination hereof pursuant to Section 8.2; provided further that neither the termination of this Agreement nor anything contained in this Section 8.2 shall relieve a Party from any liability for breach of this Agreement arising prior to such termination. If this Agreement is terminated pursuant to Section 8.1 (as a result of the Effective Time occurring), this Agreement shall become void and of no effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or Representative of such Party) to any other Party hereto, except that, the provisions of this paragraph and Sections 5.3(h), 7.6, 7.7, 8.3, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 9.11 and 9.12 shall survive. Notwithstanding anything to the contrary contained in this Agreement, no Party shall be relieved of any liability for any willful breach by it of this Agreement.

8.3 Termination Fee

- (a) GMIN shall be entitled to a fee of \$121 million (the “**Termination Fee**”) upon the occurrence of any of the following events (each, a “**Termination Fee Event**”) which

the Corporation shall pay, or cause to be paid, to GMIN within the time specified below in respect of each such Termination Fee Event:

- (i) this Agreement is terminated by GMIN pursuant to Section 8.2(c)(i) [*Change in Recommendation*], in which case the Termination Fee shall be paid on or prior to the first Business Day following such termination;
- (ii) this Agreement is terminated by either Principal Party pursuant to Section 8.2(b)(iii) [*No Shareholder Approval*] or Section 8.2(b)(i) [*Outside Date*] or by GMIN pursuant to Section 8.2(c)(ii) [*Breach of Representations or Warranties or Failure to Perform Covenants by the Corporation*], but only if, in the case of this Section 8.3(a)(ii):
 - (A) following the date hereof and prior to the earlier of the termination of this Agreement or the holding of the Meeting, an Acquisition Proposal with respect to the Corporation shall have been publicly announced or otherwise publicly disclosed by any Person (other than GMIN and its subsidiaries);
 - (B) such Acquisition Proposal has not expired or been publicly withdrawn at least five Business Days prior to the Meeting; and
 - (C) within 12 months following the date of such termination, (1) an Acquisition Proposal is consummated by the Corporation (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in (A) above) or (2) the Corporation and/or one or more of its subsidiaries enters into a definitive agreement in respect of, or the Board approves or recommends, an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in (A) above) and at any time thereafter, such Acquisition Proposal is later consummated (whether or not within 12 months after such termination);provided, however, that for the purposes of this Section 8.3(a)(ii), all references to "20%" in the definition of Acquisition Proposal shall be changed to "50%"; and in which case the Termination Fee shall be payable on or prior to the consummation of the applicable transaction referred to therein;
- (iii) this Agreement is otherwise validly terminated by either Principal Party, as applicable, pursuant to Sections 8.2(b)(i) [*Outside Date*], 8.2(b)(ii) [*Change in Law*], 8.2(b)(iii) [*No Shareholder Approval*], 8.2(c)(ii) [*Breach of Representations or Warranties or Failure to Perform Covenants by the Corporation*] or 8.2(c)(iii) [*Material Adverse Effect*], if at such time GMIN is entitled to terminate this Agreement pursuant to Section 8.2(c)(i) [*Change in Recommendation*], in which case the Termination Fee shall be paid as soon as practical and in any event before the second Business Day following such termination; or
- (iv) this Agreement is terminated by the Corporation pursuant to Section 8.2(d)(ii) [*Superior Proposal*], in which case the Termination Fee shall be paid prior to or concurrent with such Termination Fee Event.

- (b) The Termination Fee shall be payable by or on behalf of the Corporation to GMIN by wire transfer in immediately available funds to an account specified in writing by GMIN.
- (c) Each of the Parties acknowledges that the agreements contained in this Section 8.3 are an integral part of the transactions contemplated in this Agreement and that, without those agreements, the Parties would not enter into this Agreement. The Parties further acknowledge and agree that the Termination Fee (i) is a payment of liquidated monetary damages which are a genuine pre-estimate of the damages which GMIN will suffer or incur as a result of the cancellation, termination and disposition of all rights and obligations with respect to Arrangement in the circumstances in which the Termination Fee is payable, (ii) represents consideration for the disposition by the payee of its rights under this Agreement, and (iii) is not a payment for lost profits or a penalty, and that the Corporation shall not take any position inconsistent with the foregoing. The Corporation irrevocably waives any right it may have to raise as a defense that any such liquidated damages are excessive or punitive. Each of the Parties hereby acknowledges and agrees that, upon termination of this Agreement under circumstances where GMIN is entitled to the Termination Fee and such Termination Fee is paid in full, GMIN shall be precluded from any other remedy against the Corporation at law or in equity or otherwise (including an order for specific performance), and shall not seek to obtain any recovery, judgement, or damages of any kind, including consequential, indirect, or punitive damages, against the Corporation or any of its subsidiaries or any of their respective directors, officers, employees, partners, managers, members, shareholders or affiliates in connection with this Agreement or the transactions contemplated hereby; provided that the foregoing limitation does not apply in the event of fraud or a willful and intention breach of this Agreement by the Corporation. Subject to the immediately preceding sentence, nothing in this Section 8.3 shall preclude a Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or otherwise to obtain specified performance of any such covenants or agreements, and any requirement for security or posting of any bond in connection with the obtaining of any such injunction or specific performance is hereby being waived.

8.4 Expenses

Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Agreement and the Plan of Arrangement shall be paid by the Party incurring such fees, costs or expenses.

ARTICLE 9 GENERAL PROVISIONS

9.1 Amendment

This Agreement and, subject to section 7.01 thereof, the Plan of Arrangement, may, at any time and from time to time before or after the holding of the Meeting and the GMIN Meeting but not later than the Effective Time, be amended or varied by mutual written agreement of the Principal Parties, and any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation:

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

- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants contained herein and waive or modify the performance of any of the obligations of the Parties; and/or
- (d) waive compliance with or modify any conditions precedent contained herein.

9.2 Waiver

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

The failure or delay by a Party in enforcing, or insisting upon the strict performance of, any provision of this Agreement does not constitute a waiver of such provision or in any way affect the enforceability of this Agreement (or any of its provisions) or deprive a Party of the right, at any time or from time to time, to enforce or insist upon strict performance of that provision or any other provision of this Agreement.

9.3 Notices

All notices and other communications given or made pursuant hereto shall be sent by email and shall be deemed to have been duly given or made as of the date sent by email, or as of the following Business Day if sent by email after 5:00 p.m. or on a day that is not a Business Day, to the Parties at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

- (a) if to the Corporation or Spinco:

G2 Goldfields Inc.
141 Adelaide Street West, Suite 1101
Toronto, Ontario M5H 3L5

Attention: J. Patrick Sheridan, Executive Chairman
Email: *[Redacted – Personal Information]*

with a copy (which shall not constitute notice) to:

Cassels Brock & Blackwell LLP
40 Temperance St., Suite 3200
Bay Adelaide Centre – North Tower
Toronto, ON M5H 0B4 Canada

Attention: Jay Goldman and Lindsay Clements
Email: *[Redacted – Personal Information]*

(b) if to GMIN:

G Mining Ventures Corp.
5025 Lapinière Blvd., 10th Floor, Suite 1050
Brossard, Quebec J4Z 0N5

Attention: Mireille Tremblay Vice President Legal Affairs
Email: *[Redacted – Personal Information]*

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
1 Place Ville Marie, Suite 3000
Montreal QC H3B 4N8

Attention: Howard Levine and Patrick Menda
Email: *[Redacted – Personal Information]*

9.4 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement and waives any defences to the maintenance of an action in the Courts of the Province of Ontario.

9.5 Injunctive Relief

Subject to Section 8.3, the Parties agree that irreparable harm would occur for which monetary damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, subject to the provisions of this Section 9.5, the Parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce compliance with the terms of this Agreement or to otherwise obtain specific performance of any such provisions, and any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived. Notwithstanding the foregoing, while each Party may pursue both a grant of specific performance in accordance with this Section 9.5 and the payment of monetary damages, under no circumstances shall a Party be permitted or entitled to receive both a grant of specific performance of the other Parties' obligations to complete the transactions contemplated hereby and any monetary damages (including all or any portion of the Termination Fee), except in the event of fraud or willful or intentional breach of this Agreement by the other Parties.

9.6 Time of Essence

Time shall be of the essence in this Agreement.

9.7 No Liability

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

any personal liability whatsoever to GMIN under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Corporation or Spinco.

9.8 Entire Agreement, Binding Effect and Assignment

This Agreement, the GMIN Disclosure Letter, the Corporation Disclosure Letter, the Plan of Arrangement and the Confidentiality Agreement constitute the entire agreement and supersede all other prior agreements, negotiations, discussions and understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof and thereof. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, among the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

9.9 Third Party Beneficiaries

- (a) Except as provided in Sections 2.13, 5.7, 7.6 and 9.5 of this Agreement, which, without limiting its terms, are all intended as stipulations for the benefit of third Persons mentioned in such provisions (such third Persons referred to in this Section 9.9, the “**Third Party Beneficiaries**”), the Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any Legal Proceeding, hearing or other forum.
- (b) Despite the foregoing, the Parties acknowledge to each of the Third Party Beneficiaries their direct rights against the applicable Party under this Section 9.9 of the Agreement, which are intended for the benefit of, and shall be enforceable by, each Third Party Beneficiary, his or her heirs and his or her legal representatives, and for such purpose, the Parties confirm that each is acting as trustee on their behalf, and agrees to enforce such provisions on their behalf. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice or consent of that Person, including any Third Party Beneficiary.

9.10 Severability

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

9.11 Further Assurances

- (a) From time to time after the Effective Time, each Party will, at the request of the other Principal Party, execute and deliver such additional documents, deeds, agreements, instruments, conveyances, transfers and other assurances and perform or cause to be performed such other acts and things as may be reasonably required to give effect to, and carry out the intent of, this Agreement.

- (b) Each of the Parties intends that, from and after the Effective Time, the Corporation, its subsidiaries, its nominees, or the optionor under the applicable option agreement, as applicable, will hold the Corporation Properties and Spinco and its subsidiaries will hold all of the Spinco Assets, and Spinco shall assume all of the Spinco Liabilities. In order to give effect to the foregoing intent, if following the Effective Time:
- (i) Spinco or GMIN identifies any Corporation Properties which are held by Spinco or its subsidiaries; or
 - (ii) GMIN or Spinco identifies any Spinco Assets or Spinco Liabilities which are held or payable, as applicable, by the Corporation or any of its subsidiaries,

the Party making such identification will promptly give written notice to the holder of such asset, property, contract or liability and, as soon as practicable following receipt of such notice, the Party holding such asset, property or contract will, or if held by a subsidiary of such Party, such Party will cause its subsidiary to transfer such asset, property or contract to or to the direction of the appropriate Party. In the event that the Party making such identification identifies a Spinco Liability, Spinco shall assume such liability as soon as practicable following receipt of such notice by executing such documents or instruments as requested by GMIN. If the Effective Date occurs, this Section 9.11 shall survive the termination of this Agreement.

9.12 Counterparts, Execution

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

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the date first written above.

G MINING VENTURES CORP.

By:

(signed) “*Louis-Pierre Gignac*”

Name: Louis-Pierre Gignac

Title: President & Chief Executive Officer

G2 GOLDFIELDS INC.

By:

(signed) “*J. Patrick Sheridan*”

Name: J. Patrick Sheridan

Title: Executive Chairman

G3 GOLDFIELDS INC.

By:

(signed) “*Daniel Noone*”

Name: Daniel Noone

Title: Chief Executive Officer

**SCHEDULE A
PLAN OF ARRANGEMENT**

**PLAN OF ARRANGEMENT
UNDER SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT**

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

Section 1.01 Definitions

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

- (a) **"Arrangement"** means the arrangement under section 192 of the CBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments, variations or modifications thereto made in accordance with the terms of the Arrangement Agreement, and Section 5.01 of this Plan of Arrangement and the Interim Order (once issued) or made at the direction of the Court in the Final Order, provided that any such amendments, variations or modifications are consented to by the Principal Parties, each acting reasonably;
- (b) **"Arrangement Agreement"** means the arrangement agreement dated April 9, 2026, among GMIN, the Corporation and Spinco, together with the schedules attached thereto, the Corporation Disclosure Letter and the GMIN Disclosure Letter, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;
- (c) **"Arrangement Resolution"** means the special resolution of the Corporation Shareholders approving the Arrangement to be considered at the Meeting, substantially in the form attached as Schedule B to the Arrangement Agreement;
- (d) **"Articles of Arrangement"** means the articles of arrangement of the Corporation in respect of the Arrangement required under subsection 192(6) of the CBCA to be filed with the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in form and substance acceptable to the Principal Parties, each acting reasonably;
- (e) **"Business Day"** means any day, other than a Saturday, a Sunday or any day on which it is a civic holiday in or on which major banking institutions in Montreal, Québec and Toronto, Ontario are required by Law to be closed for business;
- (f) **"CBCA"** means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44;
- (g) **"Certificate of Arrangement"** means the Certificate of Arrangement in respect of the Corporation issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement, giving effect to the Arrangement;
- (h) **"Code"** means the United States Internal Revenue Code of 1986;
- (i) **"Consideration"** means, for each Corporation Share, a number of GMIN Shares equal to the Exchange Ratio and a number of Spinco Shares equal to the Spinco Exchange Ratio;

- (j) **"Corporation"** means G2 Goldfields Inc., a corporation existing under the federal laws of Canada;
- (k) **"Corporation Class A Shareholders"** means the holders of Corporation Class A Shares;
- (l) **"Corporation Class A Shares"** means the shares in the capital of the Corporation designated as the "Class A Common Shares" created pursuant to Section 2.03(f)(i) of this Plan of Arrangement;
- (m) **"Corporation Convertible Securities"** means, collectively, the Corporation Options and the Corporation RSUs;
- (n) **"Corporation Disclosure Letter"** means the disclosure letter executed by the Corporation and delivered to GMIN on the date of the Arrangement Agreement in connection with the execution of the Arrangement Agreement;
- (o) **"Corporation Options"** means options to purchase Corporation Shares granted pursuant to the Corporation Stock Option Plan which are outstanding immediately prior to the Effective Time;
- (p) **"Corporation RSU Plan"** means the restricted share unit plan of the Corporation ratified by the Corporation Shareholders on November 29, 2019, as amended on April 2, 2024;
- (q) **"Corporation RSUs"** means the restricted share units granted pursuant to the Corporation RSU Plan which are outstanding immediately prior to the Effective Time;
- (r) **"Corporation Securities"** means, collectively, the Corporation Shares, the Corporation Class A Shares and the Corporation Convertible Securities;
- (s) **"Corporation Shareholders"** means the holders of Corporation Shares;
- (t) **"Corporation Shares"** means the common shares in the capital of the Corporation;
- (u) **"Corporation Stock Option Plan"** means the amended and restated stock option plan of the Corporation ratified by the Corporation Shareholders on November 24, 2022, as amended on April 2, 2024;
- (v) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (w) **"CVR Agreement"** means the contingent value right agreement to be entered into between the Corporation and Spinco, substantially in the form attached as Schedule F to the Arrangement Agreement;
- (x) **"Depository"** means TSX Trust Company or such other depository as may be agreed upon by the Principal Parties, acting each reasonably;
- (y) **"Director"** means the director appointed pursuant to section 260 of the CBCA;
- (z) **"Dissenting Shareholder"** means a registered holder of Corporation Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

- (aa) **"Dissent Rights"** has the meaning ascribed thereto in Section 3.01 of this Plan of Arrangement;
- (bb) **"DRS Advice"** means a Direct Registration System Advice;
- (cc) **"Effective Date"** means the date upon which the Arrangement becomes effective, being the date shown on the Certificate of Arrangement;
- (dd) **"Effective Time"** means 12:01 a.m. on the Effective Date;
- (ee) **"Exchange Ratio"** means 0.212 of a GMIN Share for each Corporation Share;
- (ff) **"Final Order"** means the final order of the Court pursuant to subsection 192(4)(e) of the CBCA approving the Arrangement, in form and substance acceptable to the Principal Parties, each acting reasonably, after a hearing upon the substantive and procedural fairness of the terms and conditions of the Arrangement, as such order may be amended, modified or varied by the Court with the consent of the Principal Parties, each acting reasonably, at any time prior to the Effective Date;
- (gg) **"Former Corporation Shareholders"** means, as applicable, the holders of Corporation Shares immediately prior to the Effective Time or the holders of Corporation Class A Shares immediately prior to the exchange contemplated by Section 2.03(g);
- (hh) **"GMIN"** means G Mining Ventures Corp., a corporation existing under the federal laws of Canada;
- (ii) **"GMIN Consideration Shares"** means the GMIN Shares to be issued as part of the Consideration;
- (jj) **"GMIN Disclosure Letter"** means the disclosure letter executed by GMIN and delivered to the Corporation on the date of the Arrangement Agreement in connection with the execution of the Arrangement Agreement;
- (kk) **"GMIN Shares"** means the common shares in the capital of GMIN;
- (ll) **"Governmental Entity"** means any applicable: (a) international, multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public body, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) subdivision, agent, commission, board or authority of any of the foregoing; (c) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) stock or securities exchange or quotation system;
- (mm) **"Intended U.S. Tax Treatment"** has the meaning ascribed thereto in Section 2.06 of this Plan of Arrangement;
- (nn) **"Interim Order"** means the interim order of the Court pursuant to subsection 192(4)(c) of the CBCA, in form and substance acceptable to the Principal Parties, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as the same may be amended, supplemented or varied by further order of the Court, with the consent of the Principal Parties, each acting reasonably;

- (oo) **"Law"** or **"Laws"** means all laws, by-laws, statutes, rules (including the rules and regulations of any stock or securities exchange or quotation system), regulations, principles of common law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, including any Permit, and to the extent that they have the force of law, all policies, standards, practices, notices, guidelines and protocols of any Governmental Entity, and the term **"applicable"** with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, assets, properties or securities and emanate from a Governmental Entity having jurisdiction over the applicable Party or its business, undertaking, assets, properties or securities;
- (pp) **"Letter of Transmittal"** means the letter of transmittal for use by and to be sent to registered Corporation Shareholders in connection with the Arrangement;
- (qq) **"Lien"** means any hypothec, mortgage, pledge, assignment, lien, charge, security interest, encumbrance, adverse right or claim, pre-emptive right or right of first refusal or other third Person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;
- (rr) **"Meeting"** means the special meeting of the Corporation Shareholders, including any adjournment or postponement thereof in accordance with the terms of the Arrangement Agreement, to be called and held to consider the Arrangement Resolution, and for any other purpose as may be set out in the Circular and as agreed to in writing by the Principal Parties, each acting reasonably;
- (ss) **"Option Election Agreements"** has the meaning ascribed thereto in the Arrangement Agreement;
- (tt) **"Parties"** means GMIN, the Corporation and Spinco, and **"Party"** means any one of them;
- (uu) **"Plan of Arrangement"** means this plan of arrangement and any amendments or variations hereto made in accordance with the terms of the Arrangement Agreement or Section 5.01 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of the Principal Parties, each acting reasonably;
- (vv) **"Principal Parties"** means GMIN and the Corporation, and **"Principal Party"** means either of them;
- (ww) **"Spinco"** means G3 Goldfields Inc., a corporation existing under the laws of the Province of Ontario;
- (xx) **"Spinco Assets"** has the meaning ascribed thereto in the Arrangement Agreement;
- (yy) **"Spinco Consideration Shares"** has the meaning ascribed thereto in Section 2.03(e) of this Plan of Arrangement;
- (zz) **"Spinco Exchange Ratio"** means 0.5 of a Spinco Share for each Corporation Share;
- (aaa) **"Spinco Liabilities"** has the meaning ascribed thereto in the Arrangement Agreement;

- (bbb) **"Spinco Reorganization"** has the meaning ascribed thereto in the Arrangement Agreement;
- (ccc) **"Spinco Shares"** means the common shares in the capital of Spinco;
- (ddd) **"Tax Act"** means the *Income Tax Act* (Canada);
- (eee) **"U.S. Securities Act"** means the United States *Securities Act of 1933*;
- (fff) **"United States"** or **"U.S."** means the United States of America, its territories and possessions, any State of the United States and the District of Columbia; and
- (ggg) **"Withholding Party"** has the meaning ascribed thereto in Section 4.05 of this Plan of Arrangement.

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

Section 1.02 Interpretation Not Affected by Headings

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

Section 1.03 Number and Gender

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

Section 1.04 Date for any Action

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

Section 1.05 Statutory References

Unless otherwise expressly stated, any reference to a statute refers to such statute, or successor thereto, and all rules, resolutions, published policies and regulations made under it, or its successor, respectively, as it or its successor, or they, may have been or may from time to time be amended or re-enacted.

Section 1.06 Currency

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

Section 1.07 Governing Law

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

this Plan of Arrangement shall be subject to the exclusive jurisdiction of the Courts of the Province of Ontario.

Section 1.08 Time References

All references to time are to Toronto, Ontario time.

ARTICLE 2 **ARRANGEMENT**

Section 2.01 Arrangement Agreement

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

Section 2.02 Binding Effect

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

Section 2.03 Arrangement

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

- (a) subject to Section 3.01 of this Plan of Arrangement, each Corporation Share held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised shall, without any further act or formality by or on behalf of the Dissenting Shareholder, be deemed to be assigned and transferred by the Dissenting Shareholder to the Corporation and thereupon cancelled in consideration for a debt claim against the Corporation (payable by the Corporation using its own funds, not funds provided directly or indirectly by GMIN or any affiliate of GMIN) for the amount determined under Article 3 of this Plan of Arrangement, and:
 - (i) such Dissenting Shareholder shall cease to be the holder of such Corporation Shares and shall cease to have any rights as a Corporation Shareholder other than the right to be paid the fair value of such Corporation Shares in accordance with this Plan of Arrangement;
 - (ii) the name of each Dissenting Shareholder shall be removed as the holder of such Corporation Shares from the register of Corporation Shareholders as of the Effective Time; and
 - (iii) each Dissenting Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to assign and transfer such Corporation Shares in accordance with this Section 2.03(a);

- (b) the Corporation shall satisfy its obligations under the Option Election Agreements, and each holder of Corporation Options shall be the holder of the Corporation Shares which such holder is entitled to receive pursuant to the Option Election Agreements on surrender or exercise of such Corporation Options, free and clear of all Liens, and shall be entered in the register of holders of Corporation Shares maintained by or on behalf of the Corporation, but the holders of such Corporation Options shall not be entitled to certificates, DRS Advices or other documents representing such Corporation Shares;
- (c) immediately following the preceding step, the Corporation Stock Option Plan and any outstanding unexercised Corporation Options shall be terminated without any payment or consideration therefor, and the Corporation shall have no further liabilities or obligations to the former holders thereof with respect to such Corporation Options;
- (d) all of the Corporation RSUs outstanding shall be, and shall be deemed to be, redeemed for Corporation Shares in accordance with the terms of the Corporation RSU Plan and the Corporation RSUs, and each holder of Corporation RSUs shall be the holder of the Corporation Shares which such holder is entitled to receive, free and clear of all Liens, and shall be entered in the register of holders of Corporation Shares maintained by or on behalf of the Corporation, but the holder of Corporation RSUs shall not be entitled to certificates, DRS Advices or other documents representing such Corporation Shares, and the Corporation RSU Plan shall be terminated thereafter and the Corporation shall have no further liabilities or obligations to the former holder of Corporation RSUs;
- (e) the Corporation shall grant, or cause to be granted, a contingent value right under the CVR Agreement to or as directed by Spinco, and each of the transactions in the Spinco Reorganization shall become effective pursuant to which Spinco will hold all Spinco Assets and Spinco Liabilities and an aggregate of \$45 million in cash, and as consideration for the foregoing, Spinco shall have issued that number of fully paid and non-assessable Spinco Shares (the “**Spinco Consideration Shares**”) such that the Corporation shall hold in aggregate (together with the Spinco Shares held immediately prior to the foregoing issuance) that number of Spinco Consideration Shares equal to the Spinco Exchange Ratio multiplied by the number of Corporation Shares issued and outstanding (including, for greater certainty, the Corporation Shares issued pursuant to Section 2.03(b) and Section 2.03(d) of this Plan of Arrangement);
- (f) the Corporation shall undertake a reorganization of capital within the meaning of section 86 of the Tax Act, which shall occur in the following order:
 - (i) the articles of the Corporation shall be amended to create a new class of shares consisting of an unlimited number of Corporation Class A Shares, without par value, having the following rights, privileges, restrictions and conditions attaching thereto:
 - (A) entitlement to two votes per Corporation Class A Share at all meetings of shareholders of the Corporation, except meetings at which only holders of a specified class of shares are entitled to vote;
 - (B) entitlement to receive, subject to the rights of the holders of any other class of shares entitled to receive dividends in priority to the Corporation Class A Shares, any dividend declared by the Corporation, if, as and when declared by the Corporation board of directors out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the Corporation board of directors may from time-to-time determine; provided the Corporation board of

directors may in its sole discretion declare dividends on the Corporation Class A Shares to the exclusion of any other class of shares of the Corporation; and

- (C) entitlement to receive, *pari passu* with the holders of Corporation Shares and subject to the rights of the holders of any other class of shares of the Corporation in priority to the Corporation Class A Shares, the remaining property of the Corporation in the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purposes of winding-up its affairs, whether voluntary or involuntary;
- (ii) in the course of the capital reorganization of the Corporation, each Corporation Share held by a Corporation Shareholder before the reorganization of the Corporation's share capital pursuant to this Section 2.03(f) shall, without any further action by or on behalf of such Corporation Shareholder, be deemed to be assigned and transferred by the holder thereof to the Corporation, free and clear of all Liens, in exchange for one Corporation Class A Share and such number of Spinco Consideration Shares equal to the Spinco Exchange Ratio, and such Corporation Share shall thereupon be cancelled, and:
- (A) each Former Corporation Shareholder shall cease to be a holder of Corporation Shares and shall cease to have any rights as a holder of Corporation Shares, other than the right to receive Corporation Class A Shares and Spinco Consideration Shares pursuant to this Section 2.03(f)(ii)(A);
 - (B) the name of such Former Corporation Shareholder shall be removed as the holder of such Corporation Shares from the register of Corporation Shareholders at such time;
 - (C) each Former Corporation Shareholder shall be the holder of the Corporation Class A Shares which such holder is entitled to receive in accordance with this Section 2.03(f)(ii) in exchange for the Corporation Shares held by such Former Corporation Shareholder on the Effective Date, free and clear of all Liens, and shall be entered in the register of holders of Corporation Class A Shares maintained by or on behalf of the Corporation;
 - (D) the Corporation shall be removed from Spinco's register of holders of Spinco Shares in respect of the Spinco Consideration Shares distributed to Former Corporation Shareholders, which shares shall represent all of the issued and outstanding Spinco Shares, and each such Former Corporation Shareholder shall be the holder of the Spinco Consideration Shares which such holder is entitled to receive in accordance with this Section 2.03(f)(ii) in exchange for the Corporation Shares held by such Former Corporation Shareholder on the Effective Date, free and clear of all Liens, and shall be entered in the register of holders of Spinco Shares maintained by or on behalf of Spinco;
 - (E) the stated capital account maintained by the Corporation in respect of the Corporation Shares shall be reduced an amount equal to the stated capital of the Corporation Shares immediately prior to the exchange contemplated by this Section 2.03(f)(ii); and
 - (F) there shall be added to the stated capital account maintained by the Corporation in respect of the Corporation Class A Shares, (x) the amount by

which the stated capital account maintained in respect of the Corporation Shares was reduced pursuant to Section 2.03(f)(ii)(E) of this Plan of Arrangement, less (y) the fair market value of the Spinco Consideration Shares distributed to Former Corporation Shareholders in accordance with this Section 2.03(f)(ii); and

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

Section 2.04 No Liens

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

Section 2.05 No Fractional Consideration

No fractional GMIN Shares shall be issued to Former Corporation Shareholders under this Plan of Arrangement. The number of GMIN Shares to be issued to Former Corporation Shareholders shall be rounded down to the nearest whole GMIN Share in the event that a former Corporation Class A Shareholder is entitled to a fractional share without any additional compensation in lieu of such fractional share.

Section 2.06 U.S. Tax Matters

For United States federal (and applicable state and local) income tax purposes, the Parties intend (a) the exchange of Corporation Shares for Corporation Class A Shares be treated as a tax-deferred recapitalization within the meaning of Section 368(a)(1)(E) of the Code, (b) the exchange of Corporation Class A Shares for GMIN Shares qualify as a tax-deferred reorganization within the meaning of Section 368(a) of the Code, and (c) the Arrangement Agreement and the Plan of Arrangement constitute a “plan of reorganization” within the meaning of the United States Treasury Regulations Section 1.368-2(g) (the “**Intended U.S. Tax Treatment**”). The Parties agree (i) except as otherwise contemplated by the Arrangement Agreement, to not take any action, or knowingly fail to

take any action, if such action or failure to act could reasonably be expected to prevent the Arrangement from being treated inconsistently with the Intended U.S. Tax Treatment, and (ii) provided the requirements applicable thereto are satisfied, to report consistently with the Intended U.S. Tax Treatment for all purposes including, without limitation, on their income tax returns and, to the extent applicable, financial statements, and to not take any position for applicable income tax purposes or otherwise that is inconsistent therewith unless otherwise required pursuant to a “determination” within the meaning of Section 1313 of the Code. If it is reasonably determined that the Corporation may be a “passive foreign investment company” within the meaning of Section 1297(a) of the Code for the tax year which includes the Effective Date, the Corporation will and GMIN will cause the Corporation to, use commercially reasonable efforts to provide any information necessary for U.S. holders of Corporation Shares to make or maintain a “qualified electing fund” election within the meaning of Section 1295 of the Code in respect of the Corporation.

ARTICLE 3 **DISSENT RIGHTS**

Section 3.01 Dissent Rights

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

- (a) is ultimately entitled to be paid fair value for its Corporation Shares, such Dissenting Shareholder: (i) shall be deemed not to have participated in the transactions in Section 2.03 of this Plan of Arrangement (other than Section 2.03(a) of this Plan of Arrangement, as applicable); (ii) shall be entitled to be paid the fair value of such Corporation Shares by the Corporation (using its own funds, not funds provided directly or indirectly by GMIN or any affiliate of GMIN), which fair value, notwithstanding anything to the contrary contained in Part XV of the CBCA, shall be determined as of the close of business on the Business Day immediately preceding the date on which the Arrangement Resolution was adopted; and (iii) shall not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement if such Dissenting Shareholder had not exercised its Dissent Rights in respect of such Corporation Shares, and such Dissenting Shareholders shall be deemed to have transferred such Corporation Shares held by such Dissenting Shareholder to the Corporation pursuant to Section 2.03(a) of this Plan of Arrangement; or
- (b) ultimately is not entitled, for any reason, to be paid fair value for such Corporation Shares, such Dissenting Shareholder shall be deemed to have participated in the Arrangement as of the Effective Time, on the same basis as a non-dissenting holder of Corporation Shares and shall be entitled to receive only the Consideration contemplated by Section 2.03(f) and Section 2.03(g) of this Plan of Arrangement, that such Dissenting Shareholder would have received pursuant to the Arrangement if such Dissenting Shareholder had not exercised its Dissent Rights.

Section 3.02 Recognition of Dissenting Shareholders

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

ARTICLE 4 DELIVERY OF GMIN SHARES AND SPINCO SHARES

Section 4.01 Letter of Transmittal

At the time of mailing of the notice of the Meeting and accompanying management information circular, the Corporation shall send a Letter of Transmittal to each registered Corporation Shareholder at the address of such Corporation Shareholder as it appears on the applicable register maintained by or on behalf of the Corporation in respect of the Corporation Shares.

Section 4.02 Delivery of Consideration

- (a) Following the receipt of the Final Order and prior to the Effective Date, (i) GMIN shall deliver or arrange to be delivered to the Depositary, certificate(s) or other evidence of ownership representing the aggregate number of GMIN Consideration Shares to satisfy the Consideration required to be issued to Former Corporation Shareholders, and (ii) Spinco shall deliver or arrange to be delivered to the Depositary, certificate(s) or other evidence of ownership representing the aggregate number of Spinco Consideration Shares to satisfy the Consideration required to be issued to Former Corporation Shareholders, in each case in accordance with the provisions of Section 2.03 of this Plan of Arrangement (other than the Dissenting Shareholders).
- (b) Upon surrender to the Depositary for cancellation of a certificate or DRS Advice which immediately prior to the Effective Time represented outstanding Corporation Shares that were transferred pursuant to Section 2.03 of this Plan of Arrangement, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, such Former Corporation Shareholder shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, certificates or DRS Advices representing the GMIN Consideration Shares and Spinco Consideration Shares that the Former Corporation Shareholder is entitled to receive in accordance with Section 2.03 of this Plan of Arrangement. After the Effective

Time, the Depositary shall cause the Consideration to be delivered to the Former Corporation Shareholder as instructed by such holder in the Letter of Transmittal.

- (c) After the Effective Time and until surrendered for cancellation as contemplated by Section 4.02(b) of this Plan of Arrangement, each certificate or DRS Advice, if any, that immediately prior to the Effective Time represented one or more Corporation Shares shall be deemed at all times to represent only the right to receive in exchange therefor the Consideration that the holder of such certificate or DRS Advice, if any, is entitled to receive in accordance with Section 2.03 of this Plan of Arrangement.

Section 4.03 Lost Certificates

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

Section 4.04 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to GMIN Consideration Shares or Spinco Consideration Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate or DRS Advice that, immediately prior to the Effective Time, represented outstanding Corporation Shares, unless and until the holder of such certificate or DRS Advice shall have complied with the provisions of Section 4.02 or Section 4.03 of this Plan of Arrangement. Subject to applicable law and to Section 4.05 of this Plan of Arrangement, at the time of such compliance, there shall, in addition to the delivery of certificate or DRS Advice representing GMIN Consideration Shares and Spinco Consideration Shares, as applicable to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such GMIN Consideration Shares or Spinco Consideration Shares, as applicable.

Section 4.05 Withholding Rights

Each of GMIN, the Corporation, Spinco, the Depositary and their respective withholding agents (each, a “**Withholding Party**”) shall be entitled to deduct and withhold from all dividends, distributions, other payments or other consideration payable to any Person pursuant to the Arrangement Agreement or this Plan of Arrangement (including, without limitation, any payments pursuant to the exercise of Dissent Rights) such amounts as such applicable Withholding Party is required to deduct and withhold with respect to such payment under the Tax Act, the Code or any provision of any applicable federal,

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

Section 4.06 U.S. Securities Laws Matters

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

Section 4.07 Extinction of Rights

To the extent that a Former Corporation Shareholder shall not have complied with the provisions of Section 4.02 or Section 4.03 of this Plan of Arrangement on or before the date that is six years after the Effective Date, then the certificate or DRS Advice which immediately prior to the Effective Time represented outstanding Corporation Shares held by such Former Corporation Shareholder shall cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against GMIN, the Corporation, Spinco, the Depositary or any other Person. On such date, the Consideration which such Former Corporation Shareholder would otherwise have been entitled to receive, together with any distributions or dividends such holder would otherwise have been entitled to receive shall be deemed to have been surrendered for no consideration to GMIN. No Party shall be liable to any Person in respect of any cash or securities which is forfeited to GMIN or delivered to any public official pursuant to any applicable abandoned property or similar Law.

ARTICLE 5 **AMENDMENTS AND WITHDRAWAL**

Section 5.01 Amendments to Plan of Arrangement

- (a) The Parties reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) agreed to in writing by the Parties, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to Corporation Shareholders, if and as required by the Court or applicable Law.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Corporation and GMIN at any time prior to the Meeting provided that the Principal Parties

shall have consented thereto in writing (such consent not to be unreasonably withheld, conditioned or delayed) with or without any other prior notice or communication, and, if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Meeting shall be effective only if: (i) it is consented to in writing by the Principal Parties; and (ii) if required by the Court or applicable Law, it is consented to by the Corporation Shareholders voting in the manner directed by the Court.
- (d) Notwithstanding Section 5.01(a) of this Plan of Arrangement, the Principal Parties may, at any time following the Effective Time, amend, modify or supplement this Plan of Arrangement without the approval of the Corporation Shareholders or the Court provided that each amendment, modification or supplement (i) must be set out in writing, (ii) must concern a matter which, in the reasonable opinion of each of the Principal Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement, and (iii) is not adverse to the economic interests of any Former Corporation Shareholder immediately prior to the Effective Time.

Section 5.02 Withdrawal

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

ARTICLE 6 MISCELLANEOUS

Section 6.01 Further Assurances

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

Section 6.02 Paramountcy

From and after the Effective Time:

- (a) this Plan of Arrangement shall take precedence and priority over any and all rights related to the Corporation Securities issued prior to the Effective Time;
- (b) the rights and obligations of the holders of Corporation Securities and any trustee and transfer agent therefor shall be solely as provided for in this Plan of Arrangement; and
- (c) all actions, causes of action, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to the Corporation Securities shall be deemed to have been settled, compromised, released and determined without any liability except as set forth herein.

**SCHEDULE B
ARRANGEMENT RESOLUTION**

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE HOLDERS OF COMMON SHARES OF G2 GOLDFIELDS INC. (the “Corporation”) THAT:

1. The arrangement of the Corporation (the “**Arrangement**”) under Section 192 of the *Canada Business Corporations Act*, pursuant to the arrangement agreement dated April 9, 2026 between the Corporation, G Mining Ventures Corp. and G3 Goldfields Inc. (the “**Arrangement Agreement**”), all as more fully described and set forth in the management information circular of the Corporation prepared in connection with the meeting of the shareholders of the Corporation called in order to approve this resolution, as it may be amended, supplemented or otherwise modified from time to time (the “**Circular**”), and all transactions contemplated thereby, are hereby authorized, approved and adopted.
2. The plan of arrangement of the Corporation, as it may be amended, supplemented or otherwise modified from time to time (the “**Plan of Arrangement**”), the full text of which is set out in Appendix [●] to the Circular, is hereby authorized, approved and adopted.
3. The (i) Arrangement Agreement and all the transactions contemplated therein, (ii) actions of the directors of the Corporation in approving the Arrangement and the Arrangement Agreement, and (iii) actions of the directors and officers of the Corporation in executing and delivering the Arrangement Agreement, are hereby ratified and approved.
4. The Corporation is hereby authorized to apply for a final order from the Ontario Superior Court of Justice (Commercial List) to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, amended, supplemented or otherwise modified).
5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of the Corporation (the “**Shareholders**”) entitled to vote thereon or that the Arrangement has been approved by the Ontario Superior Court of Justice (Commercial List), the directors of the Corporation are hereby authorized and empowered, without notice to or approval of the Shareholders: to (i) amend, supplement or otherwise modify the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms, and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.
6. Any director or officer of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute and deliver for filing with the Director under *Canada Business Corporations Act*, articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.
7. Any director or officer of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute or cause to be executed and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such other document or instrument or the performance of any such other act or thing.

SCHEDULE C
REPRESENTATIONS AND WARRANTIES OF THE CORPORATION AND SPINCO

- (a) Fairness Opinions and Board Approval. As of the date hereof:
- (i) the Special Committee and Board have received the Fairness Opinions and the Fairness Opinions have not been withdrawn or modified as of the date of this Agreement;
 - (ii) the Board has unanimously determined, after consultation with its financial and legal advisors and review of the Fairness Opinions and a unanimous recommendation of the Special Committee, that the Arrangement is in the best interests of the Corporation; and
 - (iii) the Board has approved the transactions contemplated by this Agreement and agreed to unanimously make the Board Recommendation.
- (b) Organization and Qualification; Subsidiaries. Each of the Corporation, Bartica Investments Ltd., and G2 Minerals (Guyana) Ltd. is a corporation duly incorporated, amalgamated, continued or created and validly existing under the applicable Laws of its jurisdiction of incorporation, continuance or creation and has all necessary corporate or legal power and capacity to own its property and assets and to carry on its business. A true and complete copy of the constating documents of the Corporation has been provided to GMIN and neither the Corporation, Bartica Investments Ltd. nor G2 Minerals (Guyana) Ltd. is in material default of the performance, observance or fulfillment of any of the provisions of their respective constating documents. Each of the Corporation, Bartica Investments Ltd. and G2 Minerals (Guyana) Ltd. is duly registered, licensed or otherwise authorized and qualified to do business and each is in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect in respect of the Corporation. No steps or proceedings have been taken, instituted or are pending or, to the knowledge of the Corporation, threatened, for the dissolution, winding up or liquidation of the Corporation, Bartica Investments Ltd., or G2 Minerals (Guyana) Ltd.
- (c) Authority Relative to this Agreement. The Corporation and Spinco have the necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by the Corporation or Spinco and as contemplated by this Agreement, and to perform their obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by the Corporation and Spinco, the performance by the Corporation and Spinco of their obligations under this Agreement and the completion of the Arrangement have been duly authorized by the Board and the board of directors of Spinco and, except for obtaining the Shareholder Approval, the Interim Order and the Final Order in the manner contemplated herein, no other corporate proceedings on their part are necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Corporation and Spinco and constitutes a legal, valid and binding obligation of the Corporation and Spinco, enforceable against each of the Corporation and Spinco in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Laws of general application relating to or affecting

rights of creditors the discretion of a Court may exercise in the granting of equitable remedies, including specific performance and injunction.

(d) No Material Change. Since November 30, 2025, except as contemplated by this Agreement:

- (i) each of the Corporation and its subsidiaries has conducted its business only in the ordinary course of business, excluding matters related to the proposed Arrangement;
- (ii) there has not occurred any Material Adverse Effect in respect of the Corporation;
- (iii) there has not been any write-down by the Corporation of any of its assets or the assets of any of its subsidiaries in excess of \$5 million;
- (iv) there has not been any material expenditure or commitment to expend by the Corporation with respect to capital expenses;
- (v) the Corporation has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Corporation Securities;
- (vi) the Corporation has not effected any material change in its accounting methods, principles or practices;
- (vii) neither the Corporation nor any of its subsidiaries has approved or entered into any agreement in respect of any acquisition or sale, lease, license or other disposition by the Corporation or its subsidiaries of any interest in any material assets, whether by asset sale, transfer of property, shares or otherwise;
- (viii) other than in the ordinary course, there has not been any material increase or modification of the compensation payable to or to become payable by the Corporation or any of its subsidiaries, and neither the Corporation nor any of its subsidiaries has granted any severance, termination or change of control bonus or pay to, nor entered into any deferred compensation, severance, termination or change of control or other similar agreement (or amend any such existing agreement), with any officer, employee, non-employee service provider, consultant or director of the Corporation or any of its subsidiaries;
- (ix) there has been no dividend or distribution of any kind declared, paid or made by the Corporation on any Corporation Shares;
- (x) there has not been any acquisition or sale by the Corporation or its subsidiaries of any material property or assets;
- (xi) there has been no casualty, damage, destruction or loss to any of the Corporation's or its subsidiaries' material property or assets, including the Corporation Material Property;
- (xii) other than in the ordinary course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by the Corporation or its subsidiaries of any debt for borrowed money, any creation

or assumption by the Corporation or its subsidiaries of any Lien or any making by the Corporation of any loan, advance or capital contribution to or investment in any other Person;

- (xiii) there has not been any satisfaction or settlement of any material Legal Proceeding, liability or obligation of the Corporation or its subsidiaries; and
 - (xiv) neither the Corporation nor any of its subsidiaries has agreed, announced, resolved or committed to do any of the foregoing.
- (e) No Violations. Subject to the receipt of the Shareholder Approval, the authorization, execution and delivery of this Agreement by the Corporation and Spinco, the completion of the transactions contemplated by this Agreement or the Arrangement, the performance by the Corporation and Spinco of their obligations hereunder or thereunder and the compliance by the Corporation and Spinco with any of the provisions of hereof or thereof do not and will not (with or without notice or lapse of time or both):
- (i) result in a violation or breach of, conflict with, constitute a default under, require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, revocation, cancellation, suspension, acceleration, penalty or payment obligation or right to purchase or sale under, any provision of:
 - (A) the articles of incorporation, by-laws or other constating documents of the Corporation or its subsidiaries;
 - (B) any Permit in respect of the Corporation Properties or Corporation Material Contract to which the Corporation or any of its subsidiaries is a party or to which any of them, or any of their respective properties or assets, may be subject or by which the Corporation or any of its subsidiaries is bound; or
 - (C) any Laws applicable to the Corporation, its subsidiaries or any of their respective properties or assets;
 - (ii) give rise to any rights of first refusal or trigger any change in control provisions, rights of first offer or first refusal or any similar provisions or any restrictions or limitations under any Corporation Material Contract or Permit in respect of the Corporation Properties;
 - (iii) give rise to any termination or acceleration of indebtedness, or cause any third party indebtedness to come due before its stated maturity or cause any available credit to cease to be available;
 - (iv) result in the imposition of any Lien upon any of the property or assets of the Corporation or its subsidiaries or restrict, hinder, impair or limit the ability of the Corporation or its subsidiaries to conduct its business as and where it is now being conducted which would, individually or in the aggregate, have a Material Adverse Effect in respect of the Corporation; and
 - (v) result in any payment (including retention, severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any

director, officer or employee of the Corporation or its subsidiaries, or increase any benefit payable to such director, officer or employee by the Corporation or any of its subsidiaries, or result in the acceleration of the time of payment or vesting of any such benefits;

except (x) in the case of clause (i)(B) above, for such breaches, conflicts, defaults, consents, approvals, terminations, revocations, cancellations, suspensions, accelerations, penalties, payment obligations or rights which would not, or the absence of which would not, individually or in the aggregate, be material to the Corporation and its subsidiaries on a consolidated basis, and (y) in the case of clause (i)(C) above, for any violation, breach, conflict or default which would not have, individually or in the aggregate, a Material Adverse Effect in respect of the Corporation.

(f) Governmental Filings. Other than the filings, notices, waiting periods or approvals required by (i) the Interim Order and any filings required in order to obtain, and approvals required under, the Interim Order, (ii) the Final Order, and any filings required in order to obtain, and approvals required under, the Final Order, (iii) such filings and other actions required under applicable Securities Laws and the rules and policies of the TSX as are contemplated by this Agreement, or any filings, notices, waiting periods or approvals to or from any Governmental Entity which, if not taken or made, would not have, individually or in the aggregate, a Material Adverse Effect in respect of the Corporation, no Regulatory Approval, consent, approval, order, license, Permit or authorization of, or registration, declaration, notice or filing with, any Governmental Entity is necessary or required to be obtained or made by or with respect to the Corporation or Spinco in connection with the execution and delivery of this Agreement or the performance by the Corporation or Spinco of their obligations under this Agreement.

(g) Capitalization.

(i) The authorized share capital of the Corporation consists of an unlimited number of Corporation Shares. As of the date of this Agreement, there were 258,464,020 issued and outstanding Corporation Shares.

(ii) As of the date of this Agreement, 20,538,700 Corporation Shares were issuable upon the exercise of Corporation Options, and 500,000 Corporation Shares were issuable upon the redemption of the Corporation RSUs. The Corporation Disclosure Letter sets forth, with respect to each Corporation Option and each RSU outstanding as of the date of this Agreement: (i) the number of Corporation Shares issuable therefor; (ii) the purchase price payable therefor upon the exercise thereof; and (iii) the date on which such security was granted. Except for the Corporation Options and the Plan of Arrangement, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by the Corporation of any securities of the Corporation (including Corporation Shares), or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of the Corporation (including Corporation Shares) or any material subsidiary of the Corporation. All outstanding Corporation Shares have been duly authorized and validly issued, are fully paid and non-assessable, and all Corporation Shares issuable upon the exercise of the Corporation Options in accordance with their terms have

been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable, and are not subject to any pre-emptive rights. All Corporation Securities have been issued in compliance with all applicable Laws. Other than the Corporation Options, there are no securities of the Corporation or of any of its subsidiaries outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the Corporation Shareholders on any matter. There are no outstanding contractual or other obligations of the Corporation or any of its subsidiaries to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any outstanding securities of any of its material subsidiaries. There are no outstanding bonds, debentures or other evidence of indebtedness of the Corporation or any of its subsidiaries having the right to vote with the Corporation Shareholders on any matter.

- (h) Ownership of Subsidiaries. The Corporation Disclosure Letter lists, as of the date hereof, each of the Corporation's subsidiaries (including its jurisdiction of incorporation or formation). All of the outstanding shares of, and any other equity interests in, the Corporation's subsidiaries, directly or indirectly, are owned by the Corporation. All the issued and outstanding shares of, or other equity interests in, the Corporation's subsidiaries, to the extent applicable, have been validly issued and are fully paid and non-assessable and are owned, directly or indirectly, by the Corporation, free and clear of all Liens and free of any restriction on the right to vote, sell or otherwise dispose of such shares or other equity or similar interests, and no Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase any material assets or properties of any of the Corporation's subsidiaries, any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of any of the Corporation's subsidiaries or any other security convertible into or exchangeable for any such shares. The Corporation does not own, directly or indirectly, any shares of, or other voting securities or equity or similar interests in, any corporation, partnership, joint venture, association, limited liability company or other Person.
- (i) Ownership of GMIN Shares and Other Securities. Neither the Corporation nor any of its subsidiaries or affiliates, or any Person acting jointly or in concert with GMIN with respect to the Corporation, own any GMIN Shares or any other securities of GMIN.
- (j) Reporting Status and Securities Laws Matters. The Corporation is a "reporting issuer" and not on the list of reporting issuers in default under applicable Canadian provincial Securities Laws in each of the provinces and territories of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Saskatchewan and Yukon. The Corporation Shares are listed on the TSX and quoted on the OTCQX Best Market and the Corporation is in compliance with the rules and policies of the TSX and with applicable Securities Laws in all material respects. The Corporation is not subject to regulation by any other stock exchange. No delisting, suspension of trading in or cease trading order with respect to any securities of the Corporation and, to the knowledge of the Corporation, no inquiry or investigation (formal or informal) of any Securities Authority or the TSX is in effect or ongoing or, to the knowledge of the Corporation, expected to be implemented or undertaken. As of the date of this Agreement, the Corporation has not taken any action to cease to be a reporting issuer in any province or territory of Canada nor has the Corporation received notification from any Securities Authority to revoke the reporting issuer status of the Corporation. To the knowledge of

the Corporation, no director or officer of the Corporation or of any of the Corporation's subsidiaries has received any objection from any Securities Authority or stock exchange as to his or her serving as a director or officer of the Corporation or any of its subsidiaries. Neither the Corporation nor any of its subsidiaries is required to file reports under Section 13 or 15(d) of the U.S. Exchange Act or is required to register as an "investment company" under the United States Investment Company Act of 1940, as amended. The Corporation is a "foreign private issuer" (as such term is defined in Rule 3b-4 under the Exchange Act).

- (k) Public Filings. All material forms, documents and reports, together with all exhibits, financial statements and schedules filed or furnished therewith, and all information, documents and agreements incorporated in any form, document or report (but not including any document incorporated by reference into an exhibit), required to have been filed with or furnished to the applicable Securities Authorities by the Corporation since January 1, 2024 have been timely filed or furnished. All such documents and information comprising the Corporation Public Disclosure Record, as of their respective dates (or, if amended, as of the date of such amendment), did not contain any Misrepresentation, and complied in all material respects with the requirements of applicable Securities Laws. The Corporation has not filed any confidential material change report or confidential treatment request with any Securities Authorities or the TSX that, as of the date of this Agreement, remains confidential. To the knowledge of the Corporation, neither the Corporation nor the Corporation Public Disclosure Record is subject to an ongoing audit, review, comment or investigation by any Securities Authorities or the TSX.
- (l) Corporation Financial Statements. The Corporation's audited consolidated financial statements as at and for the fiscal years ended May 31, 2025 and 2024 (including the notes thereto), the auditor's report thereon and related management's discussion and analysis (an "MD&A") and the Corporation's unaudited condensed interim financial statements as at and for the nine months ended November 30, 2025 (including the notes thereto and related MD&A) (collectively, the "**Corporation Financial Statements**") were prepared in accordance with IFRS consistently applied throughout the periods referred to therein (except as otherwise indicated in such financial statements and the notes thereto or in the related report of the Corporation's independent auditors, or in the case of unaudited interim financial statements, and subject to normal period-end adjustments (none of which are material, individually or in the aggregate) and may omit notes which are not required by applicable Laws in the unaudited statements) and present fairly, in all material respects, the assets, liabilities, financial condition, cash flows, results of operations and changes in financial position of the Corporation and its subsidiaries as of the dates thereof and for the periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal period-end adjustments, none of which are material, individually or in the aggregate) and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of the Corporation and its subsidiaries on a consolidated basis. There has been no material change in the Corporation's accounting policies, as reflected in the Corporation Financial Statements. There are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Corporation or any of its subsidiaries with unconsolidated entities or other Persons which are not reflected in the Corporation Financial Statements.
- (m) Financial Reporting. The Corporation maintains disclosure control and procedures (as such term is defined in National Instrument 52-109 – *Certificate of Disclosure in Issuers' Annual and Interim Filings* ("**NI 52-109**") and the financial statements

(including related notes, if any), contained in the Corporation Public Disclosure Record comply as to form in all material respects with the rules and regulations of the Securities Authority applicable thereto. To the knowledge of the Corporation, prior to the date of this Agreement, there is and has been no fraud, whether or not material, involving management or any other employees who have a significant role in the financial reporting of the Corporation. Since January 1, 2024, to the knowledge of the Corporation neither the Corporation nor any of its subsidiaries, or any of their respective directors, officers, auditors, accountants or representatives has received or otherwise obtained knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the Corporation or any of its subsidiaries or their respective internal accounting controls, including any complaint, allegation, assertion or claim that the Corporation or any of its subsidiaries has engaged in questionable accounting or auditing practices. Since January 1, 2024, the Corporation's auditors and the audit committee of the Board have not been advised of: (A) any significant deficiency, or a combination of deficiencies, in the design or operation of internal controls over financial reporting reasonably likely to adversely affect the ability of the Corporation to record, process, summarize and report financial information; or (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the Corporation's internal controls over financial reporting.

- (n) Books and Records. The financial books, records and accounts of the Corporation and each of its subsidiaries: (i) have been maintained in all material respects in accordance with applicable Laws and IFRS; (ii) are stated in reasonable detail and accurately and fairly reflect the material transactions, acquisitions and dispositions of the assets of the Corporation and its subsidiaries in all material respects; and (iii) accurately and fairly reflect the basis for the Corporation Financial Statements.
- (o) Minute Books. The corporate minute books of the Corporation, Bartica Investments Ltd., and G2 Minerals (Guyana) Ltd. contain minutes of all meetings and resolutions of its board of directors, committees of such board of directors and shareholders, as applicable, have been maintained in accordance with applicable Law and are complete and accurate in all material respects. No material meeting, resolution or proceeding of any such shareholders, directors or committees of the board of directors of the Corporation, Bartica Investments Ltd., and G2 Minerals (Guyana) Ltd. has been held or passed that has not been reflected in such minute books.
- (p) No Undisclosed Liabilities. The Corporation and its subsidiaries have no material outstanding indebtedness, liability or obligation (including liabilities or obligations to fund any operations, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, and are not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person other than those (i) fully disclosed or reflected or reserved in the Corporation Financial Statements, (ii) incurred in the ordinary course since the date of the most recent Corporation Financial Statements, or (iii) pursuant to this Agreement or the Plan of Arrangement.
- (q) Taxes.
 - (i) The Corporation and each of its subsidiaries have filed or caused or will cause to be filed all Tax Returns required to be filed by applicable Law on or before the Effective Date. All such Tax Returns are or will be correct and complete in

all material respects. The Corporation and each of its subsidiaries have timely paid all Taxes that are due and payable by the Corporation and each of its subsidiaries, including all instalments on account of Taxes for the current year that are due and payable by the Corporation and each of its subsidiaries whether or not assessed (or reassessed) by the appropriate Governmental Entity, and have, as applicable, timely remitted such Taxes to the appropriate Governmental Entity under applicable Law, except in each case where the failure to do so would not reasonably be expected to individually or in the aggregate, have a Material Adverse Effect. Neither the Corporation nor any of its subsidiaries has any liability for unpaid Taxes that, in the aggregate, would have a Material Adverse Effect in respect of the Corporation. There are no Liens for Taxes upon any of the assets or properties of the Corporation or any of its subsidiaries, except Liens for current Taxes not yet due and payable or Liens for Taxes that are being contested in good faith by appropriate proceedings pursuant to applicable Law;

- (ii) There is no material dispute or claim, including any audit, investigation or examination by any Governmental Entity, actual, pending or, to the knowledge of the Corporation, threatened, concerning any Tax liability of the Corporation or any of its subsidiaries, and no written notice of such an audit, investigation, examination, material dispute or claim has been received by the Corporation or any of its subsidiaries, that would reasonably be expected to have a Material Adverse Effect;
- (iii) Neither the Corporation nor any of its subsidiaries has requested, or entered into any agreement or other arrangement, or executed any waiver providing for, any extension of time within which:
 - (A) to file any Tax Return (which has not since been filed) in respect of any Taxes for which the Corporation or any of its subsidiaries are or may be liable;
 - (B) to file any elections, designations or similar filings relating to Taxes (which have not since been filed) for which the Corporation or any of its subsidiaries are or may be liable;
 - (C) the Corporation or any of its subsidiaries are required to pay or remit any Taxes or amounts on account of Taxes (which have not since been paid or remitted); or
 - (D) any Governmental Entity may assess or collect Taxes for which the Corporation or any of its subsidiaries are liable;
- (iv) The Corporation and its subsidiaries have duly and timely deducted, contributed, collected or withheld from any amount paid or credited by the Corporation or any of its subsidiaries to or for the account or benefit of any Person and have duly and timely remitted same (or is properly holding for such remittance) to the appropriate Governmental Entity all material Taxes and amounts required by applicable Law to so deduct, contribute or collect and remit, except where the failure to do so would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

- (v) Neither the Corporation nor any of its subsidiaries has acquired property or services from, or disposed of property or provided services to, any Person with whom the Corporation or any of its subsidiaries do not deal at Arm's Length for an amount that is other than the fair market value of such property or services;
- (vi) For all transactions between the Corporation or any of its subsidiaries and any Person who is not resident in Canada for purposes of the Tax Act with whom the Corporation or any of its subsidiaries were not dealing at Arm's Length, the Corporation and each of its subsidiaries, as applicable, have made or obtained records or documents that meet the requirements of paragraphs 247(4)(a) to (c) of the Tax Act;
- (vii) To the knowledge of the Corporation, no claim has ever been made by any Governmental Entity in a jurisdiction where the Corporation or any of its subsidiaries do not file Tax Returns that the Corporation or any of its subsidiaries are or may be subject to Taxes or are required to file Tax Returns in that jurisdiction;
- (viii) There are no rulings or closing agreements relating to the Corporation or any of its subsidiaries which could affect the Corporation's or any of its subsidiaries' liability for Taxes for any taxable period after the Effective Date. Neither the Corporation nor any of its subsidiaries has requested an advance tax ruling from the Canada Revenue Agency or comparable rulings from other Governmental Entities;
- (ix) The Corporation and its subsidiaries have maintained and continue to maintain in all material respects at their respective places of business in Canada all records and books of account required to be maintained under the Tax Act, the *Excise Tax Act* (Canada) and any comparable Law of any province or territory in Canada, including Laws relating to sales and use Taxes;
- (x) The terms and conditions made or imposed in respect of every transaction (or series of transactions) between the Corporation or any of its subsidiaries and any Person that is (i) a non-resident of Canada for purposes of the Tax Act, and (ii) not dealing at Arm's Length with the Corporation or any of its subsidiaries, do not differ from those that would have been made between Persons dealing at Arm's Length;
- (xi) Neither the Corporation nor any of its subsidiaries is a party to or bound by any Tax sharing agreement or Tax indemnity obligation in favour of any Person or similar agreement in favour of any Person with respect to Taxes (including any advance pricing agreement or other similar agreement relating to Taxes with any Governmental Entity).
- (xii) neither the Corporation nor any of its subsidiaries will be required to include in a Tax period ending after the Effective Date any amount of net taxable income (after taking into account deductions claimed for such a period that relate to a prior period) attributable to income that accrued, or that was required to be reported for financial accounting purposes in a prior taxable period but that was not included in taxable income for that or another prior Tax period;

- (xiii) There are no transactions or events that have resulted, and no circumstances existing which could result, in the application of Sections 80, 80.01, 80.02, 80.03 or 80.04 of the Tax Act or any analogous provision of any comparable Law of any province or territory of Canada;
 - (xiv) Neither the Corporation nor any of its subsidiaries has incurred any deductible outlay or expense owing to a Person not dealing at Arm's Length with the Corporation or any of its subsidiaries, the amount of which would, in the absence of an agreement filed under paragraph 78(1)(b) of the Tax Act, be included in the Corporation's or any of its subsidiaries' income for Canadian income Tax purposes for any taxation year or fiscal period beginning on or after the Effective Date under paragraph 78(1)(a) of the Tax Act or any analogous provision of any comparable Law of any province or territory of Canada;
 - (xv) Neither the Corporation nor any of its subsidiaries has acquired property from a Person not dealing at Arm's Length with the Corporation or any of its subsidiaries in circumstances that would result in the Corporation or any of its subsidiaries becoming liable to pay Taxes of such Person under subsection 160(1) of the Tax Act or any analogous provision of any comparable Law of any province or territory of Canada;
 - (xvi) The Corporation is a "taxable Canadian corporation" as defined in subsection 89(1) of the Tax Act;
 - (xvii) Neither the Corporation nor any of its subsidiaries has claimed any Tax credit, refund, rebate, overpayment or similar adjustment of Taxes or any governmental subsidies to which the Corporation or any of its subsidiaries are not entitled, and the Corporation and its subsidiaries have retained all documentation prescribed by applicable Laws and in accordance with applicable Laws to support any claims for such amounts;
 - (xviii) Except for transactions contemplated by this Agreement, neither the Corporation nor any of its subsidiaries has taken any action or has knowledge of any facts or circumstances that, in either case, would reasonably be expected to prevent or impede the Arrangement from being treated consistent with the Intended U.S. Tax Treatment; and
 - (xix) The Corporation is not a "surrogate foreign corporation" within the meaning of Section 7874 of the Code and is not otherwise classified as a U.S. domestic corporation for U.S. federal (and applicable state and local) income Tax purposes.
- (r) Legal Proceedings. There is no Legal Proceeding before or by any Governmental Entity, or any Legal Proceeding, including by any third party whatsoever against or involving the Corporation Securities, the Corporation or its subsidiaries or their respective directors and officers (in their capacity as such), or affecting any of their property or assets (whether in progress, pending or, to the knowledge of the Corporation, threatened) that: (i) would have a Material Adverse Effect in respect of the Corporation; or (ii) would reasonably be expected to restrain, enjoin or otherwise prohibit or delay or otherwise adversely affect, in any material respect, the consummation of the Arrangement. There is no judgement, writ, decree, injunction, rule, award or order of any Governmental Entity outstanding against the Corporation

or its subsidiaries in respect of any of their businesses, properties or assets that: (i) would have a Material Adverse Effect in respect of the Corporation; or (ii) would reasonably be expected to restrain, enjoin or otherwise prohibit or delay or otherwise adversely affect, in any material respect, the consummation of the Arrangement.

(s) Corporation Material Contracts. With respect to the Corporation Material Contracts:

- (i) The Corporation Disclosure Letter includes a complete and accurate list of all Corporation Material Contracts to which the Corporation or its subsidiaries are bound and that are currently in force or contain ongoing obligations of the Corporation or its subsidiaries, and the Corporation and its subsidiaries have made available to GMIN for inspection true and complete copies of all such Corporation Material Contracts;
- (ii) all of the Corporation Material Contracts are in full force and effect, and the Corporation and its subsidiaries are entitled to all material rights and benefits thereunder in accordance with the terms thereof. The Corporation and its subsidiaries have not waived any material rights under any Corporation Material Contracts and no material default or breach exists in respect thereof on the part of the Corporation or its subsidiaries or, to the knowledge of the Corporation, on the part of any other party thereto, and to the knowledge of the Corporation, no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a default or breach or trigger a right of termination of any Corporation Material Contracts;
- (iii) all of the Corporation Material Contracts are valid and binding obligations of the Corporation and its subsidiaries, as applicable, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;
- (iv) as at the date hereof, the Corporation and its subsidiaries have not received written notice that any party to a Corporation Material Contract intends to cancel, terminate or otherwise modify in a material manner or not renew such Corporation Material Contract, and to the knowledge of the Corporation, no such action has been threatened; and
- (v) neither the Corporation nor any of its subsidiaries is a party to any Corporation Material Contract that contains any non-competition obligation or otherwise restricts in any material way the business of the Corporation or any of its subsidiaries.

(t) Compliance with Laws and Permits.

- (i) Since January 1, 2024, the Corporation and its subsidiaries have complied in all material respects with, and none of them is in material violation of, any applicable Laws. The Corporation Material Property complies in all material respects with applicable Laws.
- (ii) Each of the Corporation, its subsidiaries, its nominees, or the optionor under the applicable option agreement, as applicable, and its subsidiaries has obtained and is in material compliance with all material Permits in respect of

the Corporation Properties required by applicable Laws, necessary to conduct its current business as now being conducted, and such Permits in respect of the Corporation Properties are valid and in full force and effect. The Corporation Disclosure Letter sets forth a list of all material Permits that are held by the Corporation, its subsidiaries, its nominees, or the optionor under the applicable option agreement, as applicable, in respect of the Corporation Properties.

- (iii) There are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain, maintain or to be in material compliance with, such material Permits in respect of the Corporation Properties. The Corporation and its subsidiaries have not received written notice that any Governmental Entity has taken, is taking, or intends to take action to limit, suspend, modify or revoke any material Permits in respect of the Corporation Properties.
- (u) Operational Matters. All material rentals, royalties (whether statutory or contractual), overriding royalty interests, production payments, net profits, earn-outs, streaming agreements, metal pre-payment or similar agreements, interest burdens, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of the Corporation and its subsidiaries have been, in all material respects, duly paid and duly performed. All costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any Contracts and agreements to which the Corporation or any of its subsidiaries and affiliates is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.
- (v) Interest in Corporation Properties.
 - (i) Each of the Corporation, its subsidiaries, its nominees, or the optionor under the applicable option agreement, as applicable, is the sole legal and beneficial owner, and has valid and sufficient right, title and interest, free and clear of any title defect or Lien, other than the Permitted Liens and any title defect or Lien which would not materially interfere with the use of, or materially detract from the value of, the Corporation Material Property, including: (A) to its mineral licences, mining concessions and all other rights relating in any manner whatsoever to the interest in, or exploration for minerals on, the Corporation Material Property, all of which are disclosed in the Corporation Disclosure Letter and, in each case, as are necessary to perform the operation of its business in relation to the Corporation Material Property as presently owned and conducted; and (B) to its real property interests, including surface leases, exploration approvals, rights of way, occupancy rights, easements, water rights, water permits, well permits, ditch rights, pipeline easements and rights of way and all other real property interests relating to the Corporation Material Property, all of which are disclosed in the Corporation Public Disclosure Record and, in each case, as are necessary to perform the operation of its business as presently owned and conducted. The only mineral licenses, mining concessions and all other rights relating in any manner whatsoever to the interests in, or exploration for minerals, and all real property interests, owned or held by the Corporation, its subsidiaries, its nominees, or the optionor under the applicable option agreement, as applicable, excluding those which comprise the Spinco Assets and including those already mentioned in clauses

(A) and (B) above are disclosed in the Corporation Disclosure Letter (collectively, the “**Corporation Properties**”).

- (ii) All Corporation Properties, including the Corporation Material Property, have been validly located, staked, monumented, recorded and maintained in accordance with all applicable Laws and are valid and subsisting. The Corporation, its subsidiaries, its nominees, or the optionor under the applicable option agreement, as applicable, has all necessary surface rights, access rights and other rights and interests relating to the Corporation Material Property, granting the Corporation, its subsidiaries, its nominees, or the optionor under the applicable option agreement, as applicable, the right and ability to explore for minerals, ore and metals for exploration on the Corporation Material Property, with only such exceptions as do not materially interfere with the use made by Corporation, its subsidiaries, its nominees, or the optionor under the applicable option agreement, as applicable, of the rights or interests so held, and each of the material property interests or rights and each of the material documents, agreements, instruments and obligations relating thereto and referred to above is currently in good standing in the name of the Corporation, its subsidiaries, its nominees, or the optionor under the applicable option agreement, as applicable, and free and clear of all Liens, other than Permitted Liens, and no third party or group, other than the Corporation's nominees and the optionors under the applicable option agreements, holds any such rights that would be required by the Corporation to so explore for minerals on the Corporation Material Property.
- (iii) (A) Other than the applicable property lessors, royalty holders or mineral interest holders in fee lands not subject to a lease, or Lien holders of the Permitted Liens, no Person other than the Corporation, its subsidiaries, its nominees, and the optionors under the applicable option agreements, as applicable, has any interests in the Corporation Material Property or the production or profits therefrom or any right to acquire or otherwise obtain any such interests from the Corporation, its subsidiaries, its nominees, or the optionor under the applicable option agreement, as applicable; (B) to the knowledge of the Corporation, there are no options, back-in rights, earn-in rights, rights of first refusal, off-take rights or obligations, royalty rights, streaming rights, small claims, river claims, medium scale prospecting permits, medium scale mining permits or special mining permits within the medium scale permits, or other rights of any nature whatsoever which would affect the Corporation's or any of its subsidiaries' interests in the Corporation Properties, and no such rights are, to the knowledge of the Corporation, threatened; (C) neither the Corporation nor any of its subsidiaries has received any notice, whether written or oral, from any Governmental Entity or any other Person of any revocation or intention to revoke, diminish or challenge its interest in the Corporation Material Property; and (D) the Corporation Material Property complies with all applicable Laws except for any non-compliance which would not result in a Material Adverse Effect in respect of the Corporation and all work required to be performed in relation to the Corporation Material Property in order to maintain the Corporation or the applicable subsidiary's interest therein has been performed and all Taxes, fees, expenditures and all other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made.

- (iv) There are no adverse Legal Proceedings that have been commenced or are pending or, to the knowledge of the Corporation, that are threatened, materially affecting or which could materially affect the Corporation's or any of its subsidiaries' right, title or interest in the Corporation Properties or the ability of the Corporation or any of its subsidiaries to explore or develop the Corporation Properties, including the title to or ownership by the Corporation, its subsidiaries, its nominees, or the optionor under the applicable option agreement, as applicable, of the foregoing, or which might involve the possibility of any judgment or liability affecting the Corporation Properties.
- (v) Other than in respect of any interest to be acquired in Spinco following the completion of the Arrangement, none of the directors or officers of the Corporation and its subsidiaries holds any right, title or interest in, nor has taken any action to obtain, directly or indirectly, any right, title and interest in the Corporation Properties or in any Permit, mineral licence, mining concession, surface lease or other right to explore for, exploit, develop, mine or produce minerals from or in any manner in relation to the Corporation Material Property and any other properties located within 50 kilometers of the Corporation Material Property.
- (vi) To the knowledge of the Corporation, no Person has any written or verbal agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from the Corporation or any of its subsidiaries of any interest in the Corporation Properties. To the knowledge of the Corporation, neither the Corporation nor any of its subsidiaries is obligated under any prepayment contract or other prepayment arrangement to deliver mineral products at some future time without then receiving full payment therefor.
- (vii) Except as already publicly available as part of the Corporation Public Disclosure Record, the Corporation has provided GMIN with access to copies of all material exploration information and data within its possession or control in accordance with the disclosure requests made by GMIN, including all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Corporation Properties and the Corporation and its subsidiaries have the right, title and ownership, as applicable, of all such material information, data, reports and studies.
- (w) Expropriation. None of the Corporation Properties has been seized, levied upon, taken or subject to a Lien or assessment of any Governmental Entity, other than a Permitted Lien, nor has any actual notice or proceeding in respect thereof been given or commenced by any Governmental Entity to or against the Corporation or any of its subsidiaries nor, to the knowledge of the Corporation, is there any intent or proposal to give any such notice or to commence any such proceeding.
- (x) Corporation Technical Report.
 - (i) The Corporation Material Property is the only material property of the Corporation for the purposes of NI 43-101.

- (ii) The Corporation Technical Report complied in all material respects with the requirements of NI 43-101 at the time of filing. To the knowledge of the Corporation, there has not been any material adverse change in any production, cost, price, reserve, resources or other relevant information provided since the date such information was provided.
- (iii) The Corporation has made available to the authors of the Corporation Technical Report, prior to the issuance thereof, for the purpose of preparing such reports, all information reasonably requested by them, and none of such information contained any Misrepresentation at the time such information was so provided.
- (iv) The information set forth in the Corporation Public Disclosure Record relating to mineral resources and mineral reserves, required to be disclosed pursuant to NI 43-101, has been prepared by the Corporation and its consultants in accordance with methods generally applied in the mining industry as it was in effect on the date of the filing of the applicable document and conforms in all material respects to the requirements of NI 43-101 and Securities Laws as they were in effect on the date of the filing of the applicable document.
- (v) The Corporation is in compliance in all material respects with the provisions of NI 43-101, has filed all technical reports required thereby, and there has been no change of which the Corporation is aware that would disaffirm or change any material aspect of the Corporation Technical Report that would require the filing of a new technical report under NI 43-101.
- (y) Work Programs. The Corporation has not entered into any joint venture or similar arrangement or made any other commitment or undertaking to a third party to conduct work programs on any Corporation Properties.
- (z) First Nations, Aboriginal or Indigenous Claims.
 - (i) The Corporation has not received any first nations, aboriginal or indigenous claims which relates to, affects or could reasonably be expected to materially affect or impair the Corporation's or any of its subsidiaries' right, title or interest in the Corporation Properties nor, to the knowledge of the Corporation, has any first nations, aboriginal or indigenous claims been threatened which relates to, affects, or could reasonably be expected to materially affect or impair the Corporation's or any of its subsidiaries' right, title or interest in the Corporation Properties, any Permits in respect of the Corporation Properties or the operation by the Corporation or any of its subsidiaries of its businesses in respect of the Corporation Properties in the areas in which such operations are carried on or in which the Corporation Properties are located, and there are no current, pending or, to the knowledge of the Corporation, threatened, first nations, aboriginal or indigenous claims that could reasonably be expected to prevent or materially impair, the exploration, development, construction and operation of the Corporation or any of its subsidiaries' right, title or interest in the Corporation Properties.
 - (ii) The Corporation and its subsidiaries have no outstanding agreements, memorandums of understanding or similar arrangements with any first nations, aboriginal or indigenous groups.

- (iii) There are no ongoing or outstanding discussions, negotiations, or similar communications with or by any first nations, aboriginal or indigenous group concerning the Corporation, any of its subsidiaries or their respective businesses, operations or assets.
 - (iv) No first nations, aboriginal or indigenous blockade, occupation, illegal action or on-site protest has occurred or, to the knowledge of the Corporation, has been threatened, in connection with the activities on the Corporation Properties.
- (aa) NGOs and Community Groups. No dispute between the Corporation or any of its subsidiaries and any non-governmental organization, community, or community group exists or, to the knowledge of the Corporation, is threatened or imminent with respect to the Corporation Properties or the operations thereon. The Corporation has provided GMIN and its Representatives with full and complete access to all material correspondence received since January 1, 2024 by the Corporation, its subsidiaries or their Representatives from any non-governmental organization, community, community group or first nations, aboriginal or indigenous group.
- (bb) Intellectual Property. Neither the Corporation nor any of its subsidiaries owns or possesses any Intellectual Property which are, individually or in the aggregate, material or necessary to the business and operations of the Corporation or any of its subsidiaries as a whole as currently conducted.
- (cc) Information Technology. The Corporation and its subsidiaries own, free and clear of all Liens, or have a valid and enforceable right to use all of the IT Systems. The IT Systems: (A) operate and perform, in all material respects, as required in connection with the operation of the businesses of the Corporation and its subsidiaries as currently conducted; (B) operate, and have operated since January 1, 2024, properly without any material defect, malfunction, unavailability or error; and (C) are reasonably secure against unauthorized access, intrusion, tampering, impairment, disruption, computer virus and malfunction in a manner that a reasonably prudent and diligent commercial entity would undertake in similar circumstances.
- (dd) Employment Matters.
 - (i) The Corporation Disclosure Letter sets forth a complete list of all employees of the Corporation and its subsidiaries on a no-names basis where required under applicable Laws, together with their titles, compensation (including salaries, hourly rates, commission and bonus, as applicable (whether monetary or otherwise)) and hire date. The Corporation Disclosure Letter also sets forth a complete list of all material non-employee service providers of the Corporation and its subsidiaries, together with a description of services, start date and term of services, compensation arrangement, and location. No such employee is on long-term disability leave, extended absence or workers' compensation leave.
 - (ii) Neither the Corporation nor any of its subsidiaries is:
 - (A) a party to any written Contract with any employee or non-employee service provider expressly stipulating for severance or termination payments in excess of applicable Laws; and

- (B) a party to any collective bargaining agreement or bound to any accreditation certificate nor, to the knowledge of the Corporation, subject to any application for accreditation or certification or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement, nor are there any current, or to the knowledge of the Corporation, pending or threatened strikes or lockouts at the Corporation or any of its subsidiaries.
- (iii) All compensation, including wages, commissions, bonuses, fees and other compensation payable to all employees or non-employee service providers of the Corporation and its subsidiaries for services performed on or prior to the date hereof have been paid in full and there are no outstanding agreements, understandings or commitments of the Corporation or any of its subsidiaries with respect to any compensation, commissions, bonuses or fees.
- (iv) All accruals for unpaid vacation pay, sick pay and overtime, accrued wages, salaries and incentive payments have been reflected in the books and records of the Corporation and its subsidiaries, as applicable, in all material respects.
- (v) All of the Persons who are receiving remuneration for work or services provided to the Corporation and its subsidiaries, as applicable, who are not employees are treated as independent contractors, are properly characterized as independent contractors they have not been and are not likely to be characterized by any Governmental Entity as employees.
- (vi) Since January 1, 2024, the Corporation and its subsidiaries have operated in all material respects in accordance with all applicable Laws with respect to employment and labour matters, including employment and labour standards, occupational health and safety, mine health and safety, employment equity, pay equity, immigration, workers' compensation, human rights, accessibility, language of work, workplace psychological or sexual harassment, labour relations and privacy terms and conditions of employment, wages and hours of work, in each jurisdiction in which the Corporation and its subsidiaries operate and/or have employees, non-employee service providers, independent contractors or consultants, and there are no current, pending, nor, to the knowledge of the Corporation, threatened, employment- and labour-related Legal Proceedings before or by any Governmental Entity relating to its employees, non-employee service providers, independent contractors or consultants (including any termination of such individuals) under any Contract or applicable Law, nor have there been any such Legal Proceedings since January 1, 2024.
- (vii) All employees of the Corporation and its subsidiaries are authorized to work in the jurisdiction in which they are located and the Corporation and its subsidiaries have complied with all applicable Laws relating to the employment or engagement of any foreign national.
- (viii) Neither the Corporation nor any of its subsidiaries has received any demand or notice with respect to a breach of any applicable occupational health and safety or workers' compensation Laws (including those applicable to mines), the effect of which would be reasonably expected to affect current operations relating to the Corporation Properties. There are no outstanding assessments, penalties, fines, Liens, charges, surcharges, or other amounts due or owing

pursuant to any applicable occupational health and safety or workers' compensation Laws (including those applicable to mines), and neither the Corporation nor any of its subsidiaries has been reassessed in any material respect under such Laws since January 1, 2024 and, to the knowledge of the Corporation, no audit of the Corporation or any of its subsidiaries is currently being performed pursuant to any applicable occupational health and safety or workers' compensation Laws (including those applicable to mines). There are no Legal Proceedings pending against the Corporation or any of its subsidiaries (or naming the Corporation or of its subsidiaries as a potentially responsible party) based on material non-compliance with any applicable occupational health and safety or workers' compensation Laws (including those applicable to mines) at any of the operations relating to the Corporation Properties. The Corporation and its subsidiaries have complied in all material respects with any orders or inspection reports issued under occupational health and safety Laws since January 1, 2024, full and complete copies of which the Corporation has provided to GMIN and its Representatives.

(ee) Pension and Employee Benefits.

- (i) The Corporation Disclosure Letter sets forth a true, complete, up-to-date and accurate list of all Corporation Employee Plans.
- (ii) The Corporation has provided to GMIN true, correct, up-to-date and complete copies, in all material respects, of the Corporation Employee Plans (or, where oral, written summaries of the material terms thereof), as amended, together with all related documentation, including annuity contracts, trust agreements, insurance policies and contracts, funding agreements, financial information returns, copies of material correspondence with all Governmental Entities, plan summaries and employee booklets. No amendments or improvements to any Corporation Employee Plan have been promised by the Corporation or its subsidiaries.
- (iii) All of the Corporation Employee Plans have been established, registered (where required), funded, invested and administered in accordance with all applicable Laws, their terms and all collective agreements, in all material respects.
- (iv) No Corporation Employee Plan (A) is a "registered pension plan" or "retirement compensation arrangement", as such terms are defined in subsection 248(1) of the ITA or (B) applies to or permits participation by employers other than the Corporation and its subsidiaries. Except as required by applicable Laws, no Corporation Employee Plan provides post-retirement or post-employment benefits to or in respect of the current or former employees of the Corporation or any of its subsidiaries, or to or in respect of the beneficiaries of such current and former employees.
- (v) All contributions or premiums required to be made by the Corporation and its subsidiaries under the terms of each Corporation Employee Plan, any collective agreement or by applicable Laws have, in all material respects, been made in a timely fashion in accordance with applicable Laws and the terms of the Corporation Employee Plans and any applicable collective agreement. All liabilities of the Corporation and its subsidiaries (whether accrued, absolute, contingent or otherwise) related to all Corporation Employee Plans have been

fully and accurately disclosed, in all material respects, in accordance with IFRS in the Corporation Financial Statements.

- (vi) No Corporation Employee Plan is subject to any pending or, to the knowledge of the Corporation, threatened or anticipated investigation, examination or other Legal Proceeding, initiated by any Governmental Entity or by any other Person (other than routine claims for benefits), and, to the knowledge of the Corporation, there exists no state of facts which after notice or lapse of time or both could reasonably be expected to give rise to any such investigation, examination or other Legal Proceeding.
- (vii) Other than as expressly set out in this Agreement, the execution of this Agreement and the completion of the transactions contemplated hereby will not (either alone or in conjunction with any additional or subsequent events) constitute an event under any Corporation Employee Plan that will or may result in any payment (whether of severance pay or otherwise), acceleration of payment or vesting of benefits, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any current or former employee, director, or independent contractor of the Corporation or its subsidiaries, or their beneficiaries.

(ff) Environmental Matters.

- (i) The Corporation and its subsidiaries have carried on and are currently carrying on their operations in material compliance with all applicable Environmental Laws and the Corporation Properties and assets comply with all applicable Environmental Laws.
- (ii) Each of the Corporation and its subsidiaries have obtained from the relevant Governmental Entities, and are in material compliance with, any Environmental Approvals required to conduct their businesses, as currently conducted, and such Environmental Approvals remain valid and in good standing on the date hereof.
- (iii) The Corporation Properties are not being and have not been used by the Corporation, and to the knowledge of the Corporation, any other Person, to generate, manufacture, refine, treat, recycle, transport, store, handle, Release, transfer, produce or process Hazardous Substances, except in material compliance with all Environmental Laws. Neither the Corporation nor any of its subsidiaries has caused or permitted the Release at, in, on, under or from the Corporation Properties, except in material compliance with all Environmental Laws. All Hazardous Substances managed, handled, recycled, Released, treated or stored on or off site of the Corporation Properties by the Corporation or any of its subsidiaries have been managed, handled, recycled, Released, treated and stored in material compliance with all Environmental Laws. To the knowledge of the Corporation, there are no Hazardous Substances at, in, on, under or migrating from the Corporation Properties, except in material compliance with all Environmental Laws.
- (iv) To the knowledge of the Corporation, neither the Corporation nor any of its subsidiaries has managed, treated, Released, or arranged for the treatment or Release of, any Hazardous Substances at any location: (A) listed on any list of hazardous sites or sites requiring Remedial Action issued by any

Governmental Entity; (B) proposed for listing on any list issued by any Governmental Entity of hazardous sites or sites requiring Remedial Action, or any similar federal, state or provincial lists; or (C) which is the subject of enforcement actions by any Governmental Entity that creates the reasonable potential for any Legal Proceeding against the Corporation or any of its subsidiaries. No site or facility now or previously owned, operated, leased or occupied by the Corporation or any of its subsidiaries is listed or, to the knowledge of the Corporation, is proposed for listing on any list issued by any Governmental Entity of hazardous sites or sites requiring Remedial Action or is the subject of Remedial Action.

- (v) Neither the Corporation nor any of its subsidiaries has caused or permitted the Release on or to the Corporation Properties in such a manner as: (A) would reasonably be expected to impose liability for Remedial Action, natural resource damages, loss of life, personal injury, nuisance or damage to other property, except to the extent that such liability would not be material to the Corporation and its subsidiaries; or (B) would be reasonably expected to result in the imposition of a Lien or the expropriation of the Corporation Properties or any of the assets of the Corporation or any of its subsidiaries.
- (vi) Neither the Corporation nor any of its subsidiaries has received from any Person or Governmental Entity any written notice of any claim, Legal Proceeding, material liability or potential material liability arising under any Environmental Law that is pending as of the date of this Agreement. To the knowledge of the Corporation, there are no facts or circumstances that reasonably could be expected to give rise to any such notice, claim, Legal Proceeding, liability or potential liability.
- (gg) Related Party Transactions. Except as disclosed in the Corporation Public Disclosure Record, there are no Contracts or other transactions currently in place between the Corporation or any of its subsidiaries, on the one hand, and: (i) any officer, director, employee, agent, independent contractor of the Corporation or its material subsidiaries (except for amounts due in the ordinary course, salaries, bonuses, directors' fees or the reimbursement of ordinary course expenses) or any of their respective associates and affiliates; (ii) any holder of record or, to the knowledge of the Corporation, beneficial owner of 5% or more of the Corporation Shares; and (iii) to the knowledge of the Corporation, any affiliate or associate of any such, officer, director, employee, agent, independent contractor, holder of record or beneficial owner, on the other hand.
- (hh) Restrictions on Business Activities. There is no Contract, Permit, or arbitral award, judgement, injunction, constitutional ruling, order or decree binding upon the Corporation or its subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing any business practice of any of them, any acquisition or disposition of property by any of them, or the conduct of the business by any of them as currently conducted, which could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect in respect of the Corporation.
- (ii) Brokers. No broker, investment banker, finder, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Corporation or its subsidiaries.

- (jj) Insurance. The Corporation Disclosure Letter sets forth all material insurance policies (including directors and officers liability insurance) covering the Corporation and its material subsidiaries as of the date hereof and all pending claims under such policies as of the date hereof. All such insurance maintained by the Corporation is in full force and effect and in good standing and is in amounts and in respect of such risks as are normal and usual for companies of similar size operating in the same industry and in the locations in which the Corporation operates. Except for failures to maintain insurance that have not had or have, individually or in the aggregate, a Material Adverse Effect in respect of the Corporation, since January 1, 2024, each of the Corporation and its material subsidiaries has been continuously insured with recognized insurers in such amounts and with respect to such risks and losses as are customary for the nature of the property so insured. Neither the Corporation nor any of its material subsidiaries has received any notice of cancellation or termination with respect to any material insurance policy of the Corporation or its subsidiaries or failed to give notice under an insurance policy in a due and timely fashion.
- (kk) Anti-Corruption, Economic Sanctions and Money-Laundering. The Corporation and its subsidiaries have implemented and have at all times maintained internal controls, policies, and procedures reasonably designed to ensure compliance with, and to detect, prevent, and deter violations of, Anti-Corruption Laws, Economic Sanctions/Trade Laws, and Money-Laundering Laws. None of the Corporation, any of its subsidiaries, nor any of their Representatives, nor, to the knowledge of the Corporation, any third party Representative or other Person acting for or on behalf of the Corporation or any of its subsidiaries, has, directly or indirectly:
- (i) violated any applicable Anti-Corruption Laws, Economic Sanctions/Trade Laws, or Money-Laundering Laws;
 - (ii) offered, paid, given, promised or authorized any payment, or anything of value (including money, checks, wire transfers, tangible and intangible gifts, favours, services, or entertainment and travel) to, or for the benefit of, a Representative of, or any Person otherwise acting in an official capacity for or on behalf of, a Governmental Entity, whether elected or appointed, including an officer or employee of a state-owned or state-controlled enterprise, a political party, a political party official or employee, a candidate for public office, or an officer or employee of a public international organization (such as the World Bank, the United Nations, the International Monetary Fund, or the Organization for Economic Cooperation and Development) (any such Person, a “**Government Official**”):
 - (A) for the purpose of (1) influencing any act or decision of a Government Official or any other Person in his or her official capacity, (2) inducing a Government Official or any other Person to do or omit to do any act in violation of his or her lawful duties, (3) securing any improper advantage, (4) inducing a Government Official or any other Person to influence or affect any act or decision of any Governmental Entity, or (5) assisting the Corporation, any of its subsidiaries, or any of their Representatives or any other Persons acting on behalf of the Corporation or any of its subsidiaries in obtaining or retaining business.
 - (iii) offered, paid, given, promised, authorized or received any payment, or anything of value (including money, checks, wire transfers, tangible and intangible gifts, favours, services, or entertainment and travel) to any Persons

in a manner which would constitute or have the purpose or effect of public or commercial bribery or corruption, acceptance of, or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business or any improper advantage;

- (iv) engaged in business in Iran, North Korea, Syria, or Ukraine (Crimea, Donetsk, Luhansk, Kherson, or Zaporizhzhia Regions) or with Persons in or from those countries or who otherwise appear on the Consolidated Canadian Autonomous Sanctions List or any other sanctions list maintained by the Canadian government in violation of applicable Law; or
 - (v) been the subject of any Legal Proceeding by a Governmental Entity related to any Anti-Corruption Laws, Economic Sanctions/Trade Laws, or Money-Laundering Laws.
- (II) Insolvency. No act or proceeding has been taken by or against the Corporation or any of its subsidiaries in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of the Corporation or any of its subsidiaries or for the appointment of a trustee, receiver, manager or other administrator of the Corporation or any of its subsidiaries or any of its material properties or assets nor, to the knowledge of the Corporation, is any such act or proceeding threatened or pending. Neither the Corporation nor any of its subsidiaries has sought protection under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar Laws. Neither the Corporation nor any of its subsidiaries nor any of their respective material properties or assets are subject to any outstanding judgement, order, writ, injunction or decree that involves or may involve, or restricts or may restrict, the right or ability of the Corporation or any of its subsidiaries to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would reasonably be expected to prevent or significantly impede or materially delay the completion of the Arrangement.
- (mm) Privacy, Security and Anti-Spam.
- (i) The Corporation and its subsidiaries have complied, since January 1, 2024, in all material respects, with all Data Processing Requirements.
 - (ii) In connection with its collection, storage, transfer, processing and/or any other use of any information relating to an identified or identifiable natural Person, including employees (collectively, "**Personal Data**"), the Corporation and its subsidiaries are and have been in material compliance with all applicable data protection Laws in all relevant jurisdictions. There have been no data losses, thefts and/or data security breaches with respect to any Personal Data. There have been no requests of data subjects relating to their rights as data subjects. Neither the Corporation nor any of its subsidiaries has received notices of complaints or of proceedings by any Governmental Entity with regard to alleged violations of data protection Laws, specifically in connection with their collection, storage, transfer, processing and/or any other use of any Personal Data.
 - (iii) No written notices or complaints have been received by, and, to the knowledge of the Corporation, no claims are pending (whether by a Governmental Entity or Person), or, to the knowledge of the Corporation, threatened against the Corporation or any of its subsidiaries alleging a violation of any third party's

privacy or Personal Information, including any alleged violation of any of the Data Processing Requirements.

- (iv) The Corporation and its subsidiaries have implemented and maintain commercially reasonable measures, including commercially reasonable steps when using vendors, appropriate written policies and procedures and appropriate organizational, physical, administrative and technical safeguards, designed to protect the privacy, confidentiality, and security of Personal Information against a security breach, consistent with industry practice and applicable Law. The Corporation and its subsidiaries periodically assess risks to the privacy, confidentiality and security of Personal Information. There have been no cyber-attacks or security breaches in the IT Systems and no disruptions in the IT Systems, in each case that materially adversely affected the Corporation's and its subsidiaries' business or operations. The Corporation and its subsidiaries maintain notification procedures in compliance with Data Processing Requirements in the case of any data security breach compromising Personal Information or confidential information. The Corporation and its subsidiaries maintain plans and policies to minimize business disruption and respond to an incident that would affect the continuity, security, confidentiality, integrity or availability of the IT Systems.
- (v) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein shall not cause, constitute or result in a breach or violation of any Data Processing Requirement.
- (nn) Significant Corporation Shareholder. Except as set out in the Corporation Public Disclosure Record, to the knowledge of the Corporation, no Person beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the votes attached to the Corporation Shares.
- (oo) Corporation Shareholders' and Similar Agreements. Neither the Corporation nor any of its subsidiaries is subject to any unanimous shareholders' agreement or a party to any shareholder, pooling, voting, voting trust or other similar arrangement or agreement relating to the ownership or voting of any of the securities of the Corporation or of any of its subsidiaries or pursuant to which any Person may have any right or claim in connection with any existing or past equity interest in the Corporation or in any of its subsidiaries and the Corporation has not adopted a shareholders' rights plan or any similar plan or agreement.
- (pp) Collateral Benefits. As of the date hereof, to the knowledge of the Corporation, no related party of the Corporation (within the meaning of MI 61-101) together with its associated entities, beneficially owns or exercises control or direction over 1% or more of the outstanding Corporation Shares, except for related parties who will not receive a "collateral benefit" (within the meaning of MI 61-101) as a consequence of the transactions contemplated by this Agreement.
- (qq) Auditors. To the knowledge of the Corporation, the Corporation's auditors, who audited the Corporation Financial Statements and provided their audit report, were, at the relevant time, independent public accountants as required under the Securities Laws and since January 1, 2024, there has not been a reportable event (within the meaning of NI 51-102) between the Corporation and such auditors or any former auditors of the Corporation or its subsidiaries.

- (rr) Residence of the Corporation. The Corporation is not a non-resident of Canada within the meaning of the Tax Act.
- (ss) No Pending Acquisitions. Except for the transactions contemplated by this Agreement or with respect to the Spinco Assets, neither the Corporation nor any of its subsidiaries has approved, is contemplating, nor has it entered into any agreement in respect of: (i) the purchase of any property material to the Corporation or any of its subsidiaries, or material assets or any interest therein or the sale, transfer or other disposition of any material property of the Corporation or any of its subsidiaries (including the Corporation Material Property) or material assets or any interest therein currently owned, directly or indirectly, by the Corporation or any of its subsidiaries, whether by asset sale, transfer or sale of shares or otherwise; or (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation) of the Corporation or any of its subsidiaries.
- (tt) Brazilian Revenue Threshold. The aggregate gross revenues recorded in Brazil for the most recent fiscal year by (i) the Corporation, (ii) any Corporation Shareholder holding, directly or indirectly, 20% or more of the voting rights attached to the Corporation's share capital, and (iii) all entities in which the Corporation or any such Corporation Shareholder directly or indirectly holds 20% or more of the voting or share capital, did not equal or exceed 75,000,000 Brazilian reals.
- (uu) Canadian Revenue Threshold. Neither the aggregate book value of the assets in Canada of the Corporation and any entities it controls, nor the consolidated annual gross revenues from sales in, from or into Canada of the Corporation and any entities it controls exceeds \$93 million, in each case as determined in accordance with the Competition Act.
- (vv) Prior Arrangement Agreements. The arrangement agreement entered into between the Corporation and the entity formerly named G3 Goldfields Inc. dated as of December 12, 2024 has been validly terminated in accordance with its terms, without any adverse consequences to the Corporation or any of its subsidiaries, and no outstanding indebtedness, liability or obligation exists thereunder in respect of any party thereto as of the date hereof.
- (ww) No Other Representations. Except for the representations and warranties set forth in this Agreement, neither the Corporation nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Corporation.

SCHEDULE D
REPRESENTATIONS AND WARRANTIES OF GMIN

- (a) Organization and Qualification; Subsidiaries. Each of GMIN and its material subsidiaries is a corporation duly incorporated, amalgamated, continued or created and validly existing under the applicable Laws of its jurisdiction of incorporation, continuance or creation and has all necessary corporate or legal power and capacity to own its property and assets as now owned and to carry on its business as it is now being conducted. Each of GMIN and its material subsidiaries is duly registered or otherwise authorized and qualified to do business and each is in good standing in each jurisdiction in which the character of its assets and properties owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect in respect of GMIN. No steps or proceedings have been taken, instituted or are pending, or to the knowledge of GMIN, threatened, for the dissolution, winding up or liquidation of GMIN or any of its material subsidiaries.
- (b) Authority Relative to this Agreement. GMIN has the necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by GMIN as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by GMIN and the performance by GMIN of its obligations under this Agreement and the completion of the Arrangement have been duly authorized by the GMIN Board and no other corporate proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by GMIN and constitutes a legal, valid and binding obligation of GMIN, enforceable against GMIN in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other Laws of general application relating to or affecting rights of creditors and the discretion a Court may exercise in the granting of equitable remedies, including specific performance and injunction.
- (c) No Material Change. Since December 31, 2025, except as disclosed in the GMIN Public Disclosure Record or in respect of matters related the proposed Arrangement, there has been no Material Adverse Effect in respect of GMIN and its subsidiaries, taken as a whole, and the business and debt of GMIN, as well as the GMIN Material Properties conform in all material respects to the description thereof contained in the GMIN Public Disclosure Record.
- (d) No Violations. The authorization, execution and delivery of this Agreement by GMIN, the completion of the transactions contemplated by this Agreement or the Arrangement, the performance by GMIN of its obligations hereunder or thereunder and the compliance by GMIN with any of the provisions hereof or thereof do not and will not (with or without notice or lapse of time or both) result in a violation or breach of, conflict with, constitute a default under, require any consent or approval to be obtained or notice to be given under, or give rise to any third party right of termination, revocation, cancellation, suspension, acceleration, penalty or payment obligation or right to purchase or sale under, any provision of:
- (i) the articles of incorporation or continuation (as applicable), by-laws or other constating documents of GMIN or its material subsidiaries;
 - (ii) any Permit or GMIN Material Contract; or

- (iii) any Laws applicable to GMIN, its material subsidiaries, or any of their respective properties or assets;

except (A) in the case of clause (ii) above, for such breaches, conflicts, defaults, consents, approvals, terminations, revocations, cancellations, suspensions, accelerations, penalties, payment obligations or rights which would not, or the absence of which would not, individually or in the aggregate, be material to GMIN and its subsidiaries on a consolidated basis, and (B) in the case of clause (iii) above, for any violation, breach, conflict or default which would not have, individually or in the aggregate, a Material Adverse Effect in respect of GMIN.

- (e) Governmental Filings. Other than any filings, notices, waiting periods of approvals to or from any Governmental Entity which, if not taken or made, would not have, individually or in the aggregate, a Material Adverse Effect in respect of GMIN, no Regulatory Approval, consent, approval, order, license, Permit or authorization of, or registration, declaration, notice or filing with, any Governmental Entity is necessary or required to be obtained or made by or with respect to GMIN in connection with the execution and delivery of this Agreement or the performance by GMIN of its obligations under this Agreement.

- (f) Capitalization.

- (i) The authorized share capital of GMIN consists of an unlimited number of GMIN Shares. As of the date of this Agreement, there were 237,676,393 issued and outstanding GMIN Shares.

- (ii) As of the date of this Agreement, 3,495,763 GMIN Shares were issuable upon the exercise of the GMIN Options, 415,315 GMIN Shares were issuable upon the redemption of the GMIN DSUs, 49,795 GMIN Shares were issuable upon the redemption of the GMIN PSUs and 267,272 GMIN Shares were issuable upon the redemption of the GMIN RSUs. The GMIN Disclosure Letter sets forth with respect to each GMIN Convertible Security outstanding as of the date of this Agreement, as applicable: (i) the number of GMIN Shares issuable therefor; (ii) the purchase price payable therefor upon the exercise thereof; and (iii) the date on which such security was granted or issued. There are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by GMIN of any securities of GMIN (including GMIN Shares), or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of GMIN (including GMIN Shares) or any material subsidiary of GMIN. All outstanding GMIN Shares have been duly authorized and validly issued, are fully paid and non-assessable, and all GMIN Shares issuable upon the exercise of the GMIN Convertible Securities in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable, and are not subject to any pre-emptive rights. All GMIN Securities have been issued in compliance with all applicable Laws. Other than the GMIN Convertible Securities, there are no securities of GMIN or of any of its material subsidiaries outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the shareholders of GMIN on any matter. There are no outstanding contractual or other obligations of GMIN or any of its material

subsidiaries to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any outstanding securities of any of its material subsidiaries. There are no outstanding bonds, debentures or other evidence of indebtedness of GMIN or any of its material subsidiaries having the right to vote with the shareholders of GMIN on any matter.

- (g) Ownership of Subsidiaries. All of the outstanding shares of, and any other equity interests in, GMIN's material subsidiaries are, directly or indirectly, owned by GMIN. All of the issued and outstanding shares of, or other equity interests in, GMIN's material subsidiaries, to the extent applicable, have been validly issued and are fully paid and non-assessable and are owned, directly or indirectly, by GMIN, free and clear of all Liens and free of any restriction on the right to vote, sell or otherwise dispose of such shares or other equity or similar interests, and no Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase of any material assets or properties of any of the material subsidiaries of GMIN, any interest in any of such shares or for the issue or allotment of any voting securities or equity or similar interests in, any corporation, partnership, joint venture, association, limited liability company or other Person.
- (h) Ownership of Securities. Neither GMIN nor any of its subsidiaries or affiliates, or any Person acting jointly or in concert with GMIN, own any Corporation Securities.
- (i) Reporting Status and Securities Laws Matters. GMIN is a "reporting issuer" and not on the list of reporting issuers in default under applicable Canadian provincial and territorial Securities Laws in each of the provinces and territories of Canada. The GMIN Shares are listed on the TSX and quoted on the OTCQX and GMIN is in compliance with the rules and policies of the TSX and with applicable Securities Laws in all material respects. GMIN is not subject to regulation by any other stock exchange. No delisting, suspension of trading in or cease trading order with respect to any securities of GMIN and, to the knowledge of GMIN, no inquiry or investigation (formal or informal) of any Securities Authority or the TSX is in effect or ongoing or, to the knowledge of GMIN, expected to be implemented or undertaken. As of the date of this Agreement, GMIN has not taken any action to cease to be a reporting issuer in any province or territory of Canada nor has GMIN received notification from any Securities Authority to revoke the reporting issuer status of GMIN. To the knowledge of GMIN, no current director or officer of GMIN or of any of its material subsidiaries has received any objection from any Securities Authority or stock exchange as to his or her serving as a director or officer of GMIN or any of its material subsidiaries. Neither GMIN nor any of its subsidiaries is required to file reports under Section 13 or 15(d) of the U.S. Exchange Act or is required to register as an "investment company" under the United States Investment Company Act of 1940, as amended. GMIN is a "foreign private issuer" (as such term is defined in Rule 3b-4 under the Exchange Act).
- (j) Public Filings. All material forms, documents and reports, together with all exhibits, financial statements and schedules filed or furnished therewith, and all information, documents and agreements incorporated in any form, document or report (but not including any document incorporated by reference into an exhibit), required to have been filed with or furnished to the applicable Securities Authorities by GMIN since January 1, 2024 have been timely filed or furnished. All such documents and information comprising the GMIN Public Disclosure Record, as of their respective dates (or, if amended, as of the date of such amendment), did not contain any Misrepresentation and complied in all material respects with the requirements of applicable Securities Laws. GMIN has not filed any confidential material change report

or confidential treatment request with any Securities Authorities or the TSX that, as of the date of this Agreement, remains confidential. To the knowledge of GMIN, neither GMIN nor the GMIN Public Disclosure Record is subject to an ongoing audit, review, comment or investigation by any Securities Authorities or the TSX.

- (k) GMIN Financial Statements. GMIN's audited consolidated financial statements as at and for the fiscal years ended December 31, 2025 and 2024 (including the notes thereto), the auditor's report thereon and related MD&A (collectively, the "**GMIN Financial Statements**") were prepared in accordance with IFRS consistently applied throughout the periods referred to therein (except as otherwise indicated in such financial statements and the notes thereto or in the related report of GMIN's independent auditors, or in the case of unaudited interim financial statements, and subject to normal period-end adjustments (none of which are material, individually or in the aggregate) and may omit notes which are not required by applicable Laws in the unaudited statements) and present fairly, in all material respects, the consolidated financial condition, results of operations and changes in financial position of GMIN and its subsidiaries as of the dates thereof and for the periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal period-end adjustments, none of which are material, individually or in the aggregate) and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of GMIN and its subsidiaries on a consolidated basis. There has been no material change in GMIN's accounting policies, as reflected in the GMIN Financial Statements since December 31, 2025.
- (l) Financial Reporting. Since January 1, 2024, GMIN has established and maintains a system of disclosure controls and procedures that are designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and has otherwise complied with NI 52-109. Since January 1, 2024, to the knowledge of GMIN neither GMIN nor any of its material subsidiaries, or any of their respective directors, officers, auditors, accountants or representatives has received or otherwise obtained knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of GMIN or any of its material subsidiaries or their respective internal accounting controls, including any complaint, allegation, assertion or claim that GMIN or any of its material subsidiaries has engaged in questionable accounting or auditing practices. Since January 1, 2024, GMIN's auditors and the audit committee of the GMIN Board have not been advised of: (A) material weakness (as such term is defined in NI 52-109) relating to the design, implementation or maintenance of its internal controls over financial reporting reasonably likely to adversely affect the ability of GMIN to record, process, summarize and report financial information; or (B) any fraud, whether or not material, that involves management or other employees who have a significant role in GMIN's internal controls over financial reporting.
- (m) Books and Records. The financial books, records and accounts of GMIN and each of its material subsidiaries: (i) have been maintained in all material respects in accordance with applicable Laws and IFRS; (ii) are stated in reasonable detail and accurately and fairly reflect the material transactions, acquisitions and dispositions of the assets of GMIN and its material subsidiaries in all material respects; and (iii) accurately and fairly reflect the basis for the GMIN Financial Statements.
- (n) No Undisclosed Liabilities. GMIN and its material subsidiaries have no material outstanding indebtedness, liability or obligation (including liabilities or obligations to

fund any operations or to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, and are not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person, other than those (i) fully disclosed or reflected or reserved in the GMIN Financial Statements, (ii) incurred in the ordinary course since the date of the most recent GMIN Financial Statements, or (iii) pursuant to this Agreement or the Plan of Arrangement.

(o) Taxes.

- (i) GMIN and each of its material subsidiaries has duly and timely filed all Tax Returns required to be filed by it prior to the date hereof, other than those which have been administratively waived, and all such Tax Returns are complete and correct in all material respects.
- (ii) GMIN and each of its material subsidiaries has paid on a timely basis all Taxes, including instalments on account of Taxes required by the Tax Act or other applicable Law, which are due and payable, all assessments and reassessments, other than those which are being or have been contested in good faith and in respect of which reserves have been provided in the most recent GMIN Financial Statements.
- (iii) Except for transactions contemplated by this Agreement, neither GMIN nor any of its subsidiaries has taken any action or has knowledge of any facts or circumstances that, in either case, would reasonably be expected to prevent or impede the Arrangement from being treated consistent with the Intended U.S. Tax Treatment.
- (iv) GMIN is not a “surrogate foreign corporation” within the meaning of Section 7874 of the Code and is not otherwise classified as a U.S. domestic corporation for U.S. federal (and applicable state and local) income Tax purposes.
- (v) None of GMIN or any of its affiliates owns, or has owned during the past five years, any Corporation Shares.

(p) Legal Proceedings. There is no Legal Proceeding before or by any Governmental Entity, or any Legal Proceeding, including by any third party whatsoever against or involving the GMIN Securities, GMIN or its material subsidiaries or their respective directors and officers (in their capacity as such), or affecting any of their property or assets (whether in progress, pending or, to the knowledge of GMIN, threatened) that: (i) would have a Material Adverse Effect in respect of GMIN; or (ii) would reasonably be expected to restrain, enjoin or otherwise prohibit or delay or otherwise adversely affect, in any material respect, the consummation of the Arrangement. There is no judgement, writ, decree, injunction, rule, award or order of any Governmental Entity outstanding against GMIN or its material subsidiaries in respect of any of their businesses, properties or assets that: (i) would have a Material Adverse Effect in respect of GMIN; or (ii) would reasonably be expected to restrain, enjoin or otherwise prohibit or delay or otherwise adversely affect, in any material respect, the consummation of the Arrangement.

(q) GMIN Material Contracts. With respect to the GMIN Material Contracts, other than the GMIN Material Contracts disclosed in the GMIN Public Disclosure Record:

- (i) all of the GMIN Material Contracts are in full force and effect, and GMIN and its subsidiaries are entitled to all material rights and benefits thereunder in accordance with the terms thereof. GMIN and its subsidiaries have not waived any material rights under any GMIN Material Contracts and no material default or breach exists in respect thereof on the part of GMIN or its subsidiaries or, to the knowledge of GMIN, on the part of any other party thereto, and to the knowledge of GMIN, no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a default or breach or trigger a right of termination of any of such GMIN Material Contracts;
 - (ii) all of the GMIN Material Contracts are valid and binding obligations of GMIN and its subsidiaries, as applicable, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction; and
 - (iii) as at the date hereof, GMIN and its subsidiaries have not received written notice that any party to a GMIN Material Contract intends to cancel, terminate or otherwise modify in a material manner or not renew such GMIN Material Contract, and to the knowledge of GMIN, no such action has been threatened.
- (r) Compliance with Laws and Permits.
- (i) Since January 1, 2024, GMIN and its material subsidiaries have complied in all material respects with, and none of them is in material violation of, any applicable Laws. The GMIN Material Properties comply in all material respects with applicable Laws.
 - (ii) Each of GMIN and its material subsidiaries has obtained and is in material compliance with all material Permits required by applicable Laws, necessary to conduct its current business as now being conducted, and such Permits are valid and in full force and effect.
 - (iii) There are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain, maintain or to be in material compliance with, such material Permits. GMIN and its material subsidiaries have not received written notice that any Governmental Entity has taken, is taking, or intends to take action to limit, suspend, modify or revoke any material Permits.
- (s) Interest in GMIN Properties.
- (i) Except as disclosed in the GMIN Public Disclosure Record, each of GMIN and its material subsidiaries is the sole legal and beneficial owner, and has valid and sufficient right, title and interest, free and clear of any title defect or Lien, other than the Permitted Liens and any title defect or Lien which would not materially interfere with the use of, or materially detract from the value of, the GMIN Material Properties, including: (A) to its mineral licences, mining concessions and all other rights relating in any manner whatsoever to the interest in, or exploration for minerals on, the GMIN Material Properties, all of which are disclosed in the GMIN Public Disclosure Record and, in each case, as are necessary to perform the operation of its business in relation to the GMIN Material Properties as presently owned and conducted; and (B) to its

real property interests, including surface leases, exploration permits, rights of way, occupancy rights, easements, water rights, water permits, well permits, ditch rights, pipeline easements and rights of way that are necessary to conduct GMIN's current business as it is conducted as of the date hereof, and all other real property interests relating to the GMIN Material Properties and, in each case, as are necessary to perform the operation of its business as presently owned and conducted. The only material mineral licences, mining concessions or other rights relating in any manner whatsoever to the interest in, or exploration for minerals, and all real property interests, owned or held by GMIN and its material subsidiaries, are those referred to in the GMIN Public Disclosure Record (collectively, the "**GMIN Properties**").

- (ii) All mineral property rights in which GMIN or any of its subsidiaries has an interest, including the GMIN Material Properties, have been validly located, staked, monumented, recorded and maintained in accordance with all applicable Laws and are valid and subsisting. GMIN and each of its subsidiaries has all necessary material surface rights, access rights and other rights and interests relating to the GMIN Material Properties, granting GMIN or the applicable subsidiary the right and ability to explore for minerals, ore and metals for exploration and development purposes on the GMIN Material Properties, with only such exceptions as do not materially interfere with the use made by GMIN or the applicable subsidiary of the rights or interests so held, and each of the material property interests or rights and each of the material documents, agreements, instruments and obligations relating thereto and referred to above is currently in good standing in the name of GMIN or the applicable subsidiary and free and clear of all Liens, other than Permitted Liens and, except as disclosed in the GMIN Public Disclosure Record, no third party or group holds any such rights that would be required by GMIN to so explore for minerals on the GMIN Material Properties.
- (iii) (A) Except as disclosed in the GMIN Public Disclosure Record, other than the applicable property lessors, royalty holders or mineral interest holders in fee lands not subject to a lease, no Person other than GMIN or its subsidiaries has any interests in the GMIN Material Properties or the production or profits therefrom or any right to acquire or otherwise obtain any such interests from GMIN or its subsidiaries; (B) except as disclosed in the GMIN Public Disclosure Record, to the knowledge of GMIN, there are no options, back-in rights, earn-in rights, rights of first refusal, off-take rights or obligations, royalty rights, streaming rights, or other rights of any nature whatsoever which would affect GMIN's or any of its subsidiaries' interests in the GMIN Properties, and no such rights are, to the knowledge of GMIN, threatened; (C) neither GMIN nor any of its subsidiaries has received any notice, whether written or oral, from any Governmental Entity or any other Person of any revocation or intention to revoke, diminish or challenge its interest in the GMIN Material Properties; and (D) the GMIN Material Properties comply with all applicable Laws except for any non-compliance which would not result in a Material Adverse Effect in respect of GMIN and all work required to be performed in relation to the GMIN Material Properties in order to maintain GMIN or the applicable subsidiary's interest therein has been performed and all Taxes, fees, expenditures and all other payments in respect of the GMIN Material Properties have been paid or incurred and all filings required by applicable Laws in respect thereof have been made.

- (iv) There are no adverse Legal Proceedings that have been commenced or are pending or, to the knowledge of GMIN, that are threatened, materially affecting or which could materially affect GMIN's or any of its subsidiaries' right, title or interest in the GMIN Properties or the ability of GMIN or any of its subsidiaries to explore or develop the GMIN Properties, including the title to or ownership by GMIN or its subsidiaries of the foregoing, or which might involve the possibility of any judgment or liability affecting the GMIN Properties.
- (v) None of the directors or officers of GMIN and its subsidiaries holds any right, title or interest in, nor has taken any action to obtain, directly or indirectly, any right, title and interest in the GMIN Properties or in any Permit, mineral licence, mining concession, surface lease or other right to explore for, exploit, develop, mine or produce minerals from or in any manner in relation to the GMIN Material Properties and any other properties located within 50 kilometers of the GMIN Material Properties.
- (vi) To the knowledge of GMIN, no Person has any written or verbal agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from GMIN or any of its subsidiaries of any interest in the GMIN Properties. To the knowledge of GMIN, neither GMIN nor any of its subsidiaries is obligated under any prepayment contract or other prepayment arrangement to deliver mineral products at some future time without then receiving full payment therefor.
- (t) Expropriation. None of the GMIN Material Properties has been seized, levied upon, taken or subject to a Lien or assessment of any Governmental Entity, other than a Permitted Lien, nor has any actual notice or proceeding in respect thereof been given or commenced by any Governmental Entity to or against GMIN or any of its material subsidiaries nor, to the knowledge of GMIN, is there any intent or proposal to give any such notice or to commence any such proceeding.
- (u) GMIN Technical Reports.
 - (i) The GMIN Material Properties are the only material properties of GMIN for the purposes of NI 43-101.
 - (ii) The GMIN Technical Reports complied in all material respects with the requirements of NI 43-101 at the time of filing. To the knowledge of GMIN, there has not been any material adverse change in any production, cost, price, reserve, resources or other relevant information provided since the date such information was provided.
 - (iii) GMIN has made available to the authors of the GMIN Technical Reports, prior to the issuance thereof, for the purpose of preparing such report, all information reasonably requested by them, and none of such information contained any Misrepresentation at the time such information was so provided.
 - (iv) The information set forth in the GMIN Public Disclosure Record relating to mineral resources and mineral reserves, required to be disclosed pursuant to NI 43-101, has been prepared by GMIN and its consultants in accordance with methods generally applied in the mining industry as it was in effect on the date of the filing of the applicable document and conforms in all material respects

to the requirements of NI 43-101 and Securities Laws as they were in effect on the date of the filing of the applicable document.

- (v) GMIN is in compliance in all material respects with the provisions of NI 43-101, has filed all technical reports required thereby, and there has been no change of which GMIN is aware that would disaffirm or change any material aspect of the GMIN Technical Reports that would require the filing of a new technical report under NI 43-101.
- (v) Environmental Matters. GMIN and its material subsidiaries have carried on and are currently carrying on their operations in material compliance with all applicable Environmental Laws and the GMIN Material Properties comply in all material respects with all applicable Environmental Laws, except to the extent that a failure to be in such compliance, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect in respect of GMIN.
- (w) Insolvency. No act or proceeding has been taken by or against GMIN or any of its material subsidiaries in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of GMIN or any of its material subsidiaries or for the appointment of a trustee, receiver, manager or other administrator of GMIN or any of its material subsidiaries or any of its material properties or assets nor, to the knowledge of GMIN, is any such act or proceeding threatened or pending. Neither GMIN nor any of its material subsidiaries has sought protection under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar Laws. Neither GMIN nor any of its material subsidiaries nor any of the GMIN Material Properties are subject to any outstanding judgement, order, writ, injunction or decree that involves or may involve, or restricts or may restrict, the right or ability of GMIN or any of its material subsidiaries to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would reasonably be expected to prevent or significantly impede or materially delay the completion of the Arrangement.
- (x) Investment Canada Act. GMIN is not a "non-Canadian" within the meaning of the Investment Canada Act.
- (y) No Other Representations. Except for the representations and warranties set forth in this Agreement, neither GMIN nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of GMIN.

**SCHEDULE E
CVR AGREEMENT**

[See attached.]

[G2 GOLDFIELDS INC.]

AND

[OKO GOLD (BARBADOS) INC.]

CONTINGENT VALUE RIGHT AGREEMENT

●, 2026

E-3
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CONTINGENT VALUE RIGHT AGREEMENT

THIS CONTINGENT VALUE RIGHT AGREEMENT is dated ●, 2026,

BETWEEN¹:

[G2 GOLDFIELDS INC., a corporation existing under the federal laws of Canada] ("G2")

- and -

[OKO GOLD (BARBADOS) INC., a corporation existing under the laws of Barbados] (the "Holder")

WHEREAS:

- A. G Mining Ventures Corp., G2 and G3 Goldfields Inc. have entered into the Arrangement Agreement.
- B. Pursuant to the terms of the Arrangement Agreement and the Plan of Arrangement, G2 wishes to grant the CVR to the Holder, upon the terms and conditions set forth in this Agreement.

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto:

"affiliate" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions and Regulation 45-106 respecting Prospectus Exemptions*;

"Arrangement" means the arrangement carried out pursuant to the Arrangement Agreement;

"Arrangement Agreement" means the arrangement agreement among G Mining Ventures Corp., G2 and G3 Goldfields Inc. dated April 9, 2026 in respect of the Arrangement, as such agreement may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;

"Base Threshold" means an aggregate of 3,500,000 ounces of Resources;

"Business Day" means any day, other than a Saturday, a Sunday or any day on which it is a civic holiday in or on which major banking institutions in Montreal, Québec and Toronto, Ontario are required by law to be closed for business;

¹ **Note to Draft:** The corporate entities that will be parties to this agreement remains subject to further review.

“Change of Control” means, with respect to any Party, or with respect to (i) any direct or indirect parent entity of G2 or (ii) any direct or indirect parent entity of the Holder (including in both cases, for the avoidance of doubt, any ultimate parent entity thereof), whether effected directly or indirectly, in a single transaction or a series of related transactions:

- (a) the acceptance of an offer, directly or indirectly, by a sufficient number of holders of voting securities in the capital of the applicable Party or entity 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 such Party or entity (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 such Party or entity);
- (b) the completion, directly or indirectly, of a plan of arrangement, consolidation, reorganization, merger or amalgamation of the applicable Party or entity with or into any other entity, or other transaction resulting in the exchange of the outstanding shares of such Party or entity 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 such Party or entity immediately prior to the arrangement, consolidation, reorganization, merger or amalgamation or other exchange of the outstanding shares of such Party or entity 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, directly or indirectly, 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 applicable Party or entity and its subsidiaries, on a consolidated basis, become the property of any entity which is not a subsidiary of such Party or entity or a Person who controlled or was under common control with such Party or entity immediately prior to the transaction or first transaction in the series of transactions, as applicable;

“CIM Definition” means the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by the CIM Council of the Canadian Institute of Mining, Metallurgy and Petroleum;

“Covered Properties” means, collectively, those properties known as (a) Aremu, (b) Aremu Partnership, (c) Property A, (d) Amsterdam, (e) Ghanie MSMP, and (f) Oko Ghanie, with the permits and acreage as more fully described in Schedule A hereto;

“CVR” means the contingent value right granted by G2 to the Holder pursuant to this Agreement, entitling the Holder to receive the CVR Payment Amount upon the achievement of each Payment Milestone in accordance with the terms hereof;

“CVR Payment Amount” means, (a) for each Payment Milestone achieved prior to the expiration of the CVR Term, a cash payment of US\$25,000,000, subject to the Maximum Payment Amount, and (b) a cash payment equal to the Final CVR Payment Amount, if the Maximum Payment Amount has not been paid before delivery of the Final MRMR Statement;

“CVR Term” means the period of ten years from the Effective Date;

“Downward Revision” means any decrease in the aggregate Resources, as disclosed in an MRMR Statement, from the highest level of aggregate Resources previously disclosed in an MRMR Statement;

“Effective Date” means the date upon which the Arrangement becomes effective, as provided in the Plan of Arrangement;

“Final CVR Payment Amount” means, if and only if the Maximum Resource Level has not been achieved prior to the expiration of the CVR Term, a single pro-rated cash payment calculated as follows: (a) determine the difference between the aggregate Resources disclosed in the Final MRMR Statement and the last Payment Milestone achieved (expressed in ounces); (b) divide such difference by 500,000 ounces; and (c) multiply the resulting fraction by US\$25,000,000. For greater certainty: (i) the Final CVR Payment Amount shall only be payable once, at the end of the CVR Term, and only if the Maximum Resource Level has not been achieved; (ii) the Final CVR Payment Amount shall not exceed US\$25,000,000; (iii) all other Payment Milestones remain payable in their entirety only if fully triggered and are not subject to pro-ration; and (iv) this provision is not intended to create any additional payment obligations beyond a single pro-rated payment for the final partial milestone increment, if any;

“Final MRMR Statement” means the first MRMR Statement publicly disclosed by G2 (or any of its affiliates) during the last calendar year occurring in the final year of the CVR Term if the Maximum Resource Level has not yet been achieved;

“Good Industry Practice” means the exercise of that degree of diligence, skill, care, prudence and stewardship which is commonly observed, or would reasonably be expected to be observed, by skilled and experienced professionals in the Canadian mining industry engaged in the same type of undertaking under the same or similar circumstances;

“Indicated Gold” means gold that qualifies as an “indicated mineral resource” pursuant to the CIM Definition;

“Maximum Payment Amount” means US\$200,000,000 in aggregate CVR Payment Amounts;

“Maximum Resource Level” means an aggregate of 7,500,000 ounces of Resources;

“Measured Gold” means gold that qualifies as a “measured mineral resource” pursuant to the CIM Definition;

“MRMR Statement” means an annual statement of mineral resources and mineral reserves in respect of the Covered Properties publicly disclosed by G2 (or any of its affiliates), prepared consistently with past practice and in accordance with applicable securities laws;

“Parties” means G2 and the Holder, and **“Party”** means either one of them;

“Payment Milestone” means (a) the establishment of an aggregate level of Resources that exceeds the Base Threshold by an incremental 500,000 ounces of Resources (or a multiple thereof) that has not previously given rise to a CVR Payment Amount, subject to the Maximum Resource Level, such that the first Payment Milestone shall be reached at an aggregate of 4,000,000 ounces of Resources, with the following Payment Milestones being reached at the following quantities of Resources:

- (i) 4,500,000 ounces;

- (ii) 5,000,000 ounces;
- (iii) 5,500,000 ounces;
- (iv) 6,000,000 ounces;
- (v) 6,500,000 ounces;
- (vi) 7,000,000 ounces;
- (vii) 7,500,000 ounces; and

(b) if the Maximum Resource Level has not been reached before delivery of the Final MRMR Statement, the disclosure of the Final MRMR Statement, such that the Final CVR Payment Amount can be determined;

“Person” means any person and includes an individual, corporation, limited liability company, partnership, syndicate, sole proprietorship, association, body corporate, trust, trustee, executor, administrator, legal representative, government or governmental authority, or any other entity, whether or not having legal status;

“Plan of Arrangement” means the plan of arrangement carried out pursuant to the Arrangement Agreement;

“Reserves” means gold that qualifies as a “probable mineral reserve” or “proven mineral reserve” pursuant to the CIM Definition;

“Resources” means Measured Gold and Indicated Gold contained within the Covered Properties before the CVR Term, as disclosed in an MRMR Statement at any time after the Effective Date; provided, however, that for purposes of calculating the aggregate Resources, in no event shall any ounces of gold be counted more than once, and, for greater certainty, where any Indicated Gold has been reclassified, upgraded or converted to Measured Gold, such ounces shall be counted only as Measured Gold and shall not also be counted as Indicated Gold, and where any Resources have been converted to Reserves or mined, such ounces shall not be excluded as Resources for the purposes of this calculation;

and a derivative of any defined word or phrase has the meaning appropriate to the derivation of the word or phrase.

1.2 Certain Rules of Interpretation

Unless otherwise specified in this Agreement:

- (a) words importing the singular include the plural and *vice versa*;
- (b) words importing gender include all genders;
- (c) **“in writing”** or **“written”** includes printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception, including facsimile, email, PDF, DocuSign or otherwise;
- (d) **“including”** means including without limitation, and “include” and “includes” each have a corresponding meaning;

- (e) reference to any statute, regulation or by-law includes amendments, consolidations, re-enactments and replacements thereof and instruments and legislation thereunder; and
- (f) all references to time are to Toronto, Ontario time.

1.3 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles, Sections and other subdivisions, the inclusion of a table of contents and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.4 No Presumption

The Parties and their counsel have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the Parties. No presumption or burden of proof should arise in favour of any Party by virtue of the authorship of any provision of this Agreement.

1.5 Applicable Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement and waives any defences to the maintenance of an action in the Courts of the Province of Ontario.

1.6 Day Not a Business Day

Whenever any payment is due or required to be made or any other action is required to be taken under this Agreement on or as of a day that is not a Business Day, that payment must be made and the other action must be taken on or as of the next day that is a Business Day. A period of time is to be computed as beginning on the day following the event that began the period and ending on the last day of the period if the last day of the period is a Business Day, or on the next Business Day if the last day of the period is not a Business Day.

1.7 Time of the Essence

Time shall be of the essence of this Agreement.

1.8 Currency

Except as otherwise stated, all dollar amounts in this Agreement are expressed in US dollars.

ARTICLE 2 THE CVR

2.1 Grant of CVR

- (a) G2 hereby grants to the Holder the CVR, being the contractual right to receive the CVR Payment Amount upon the achievement of each Payment Milestone, in accordance with the terms and conditions of this Agreement.

- (b) The Holder hereby acknowledges that it is outside the United States and that this Agreement was not executed or delivered by the Holder in the United States.

2.2 Nature of CVR

- (a) Nothing in this Agreement or in the CVR shall be construed as conferring upon the Holder any voting or dividend rights in respect of G2.
- (b) Interest shall not accrue on any amounts payable in respect of the CVR.
- (c) The CVR constitutes an unsecured contractual obligation of G2 and does not represent any equity, ownership or security interest in G2 or any of its affiliates, or in any of their respective assets, including any interest in the Covered Properties or in any assets or minerals relating thereto.
- (d) The CVR ranks *pari passu* with G2's other unsecured contractual obligations. No lien, charge, mortgage, hypothec, pledge, guarantee, letter of credit, escrow, reserve or other form of security or credit support shall be provided by G2 in respect of the CVR or any CVR Payment Amount.
- (e) The CVR does not constitute a security of G2.
- (f) The CVR does not create any partnership, joint venture, mining partnership, commercial partnership, fiduciary or agency relationship between G2 and the Holder, and neither Party shall have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of the other Party.

2.3 Transferability of CVR by the Holder and Acquisition of the Holder

The CVR may not be sold, assigned, transferred, pledged, hypothecated, encumbered or in any other manner transferred or disposed of, directly or indirectly, in whole or in part, by the Holder without the prior written consent of G2. Any purported sale, assignment, transfer, pledge, hypothecation, encumbrance or other disposition of the CVR, in whole or in part, in violation of this Section 2.3 shall be void *ab initio* and of no force or effect. Notwithstanding the foregoing, this Agreement and the CVR shall not restrict, limit, condition, prohibit, or otherwise impede, directly or indirectly, the ability of the Holder or any of its shareholders to effect or consummate any transaction or series of transactions, including any sale, issuance or transfer of shares or other equity interests, merger, amalgamation, arrangement, consolidation, reorganization or other business combination, recapitalization, or any other Change of Control of the Holder, whether voluntarily, involuntarily or by operation of law, provided that the CVR shall remain a right of the Holder following any such transaction.

ARTICLE 3 PAYMENT

3.1 Payment Milestones

- (a) Upon the achievement of a Payment Milestone prior to the expiration of the CVR Term, the Holder shall be entitled to receive the corresponding CVR Payment Amount.
- (b) A single MRMR Statement may evidence the achievement of multiple Payment Milestones if it discloses an increase of more than 500,000 ounces of Resources above the applicable prior level, in which case multiple CVR Payment Amounts shall become payable.

- (c) No Payment Milestone shall be achieved with respect to Resources in excess of the Maximum Resource Level, and in no event shall the aggregate CVR Payment Amounts exceed the Maximum Payment Amount.
- (d) No incremental increase in Resources that has previously given rise to a CVR Payment Amount shall entitle the Holder to any additional CVR Payment Amount, and each 500,000 ounce increment above the Base Threshold may only give rise to a single CVR Payment Amount.

3.2 Payment Procedure

- (a) Each CVR Payment Amount shall be paid within 60 days following G2's public disclosure of an MRMR Statement evidencing the achievement of the applicable Payment Milestone.
- (b) All CVR Payment Amounts shall be paid by wire transfer of immediately available funds to an account designated by the Holder.

3.3 Finality of CVR Payment Amounts; No Clawback

Upon the payment of any CVR Payment Amount by G2 to the Holder in accordance with this Agreement, such CVR Payment Amount shall be final, absolute and unconditional and shall not be subject to any right of recovery, refund, reimbursement, repayment, set-off, counterclaim, defence, abatement, suspension, deferment, diminishment, clawback or reduction of any kind by G2 or any other Person, regardless of: (a) any subsequent Downward Revision; (b) any restatement, reclassification or recategorization of Resources; (c) any change in applicable standards, methodologies or assumptions used in estimating mineral resources; (d) any error, omission or inaccuracy in any MRMR Statement; or (e) any other circumstance whatsoever. The Holder shall have no obligation to return, repay or otherwise restore to G2 any CVR Payment Amount previously received.

3.4 Downward Revision; Reset Mechanism

In the event of a Downward Revision, no further Payment Milestone shall be capable of achievement and no further CVR Payment Amount shall become due or payable unless and until the aggregate Resources, as disclosed in a subsequent MRMR Statement, exceed the highest level of aggregate Resources that previously gave rise to a CVR Payment Amount by at least an additional 500,000 ounces of gold, or give rise to an entitlement for the Final CVR Payment Amount. Following the satisfaction of such condition, Payment Milestones may again be achieved and CVR Payment Amounts shall resume in accordance with Section 3.1 and Section 3.2 hereof.

3.5 CVR Term Expiration

The CVR shall remain outstanding for the CVR Term. Subject to this Section 3.5, no Payment Milestone shall be capable of achievement with respect to any Resources disclosed after expiration of the CVR Term. Upon expiration of the CVR Term, the CVR shall terminate and be of no further force or effect; provided, however, that if (a) the Final MRMR Statement has not been publicly disclosed, or (b) any CVR Payment Amounts have not been satisfied (including the Final CVR Payment Amount, if applicable), the CVR Term shall be extended until such statement is publicly disclosed and any outstanding CVR Payment Amount has been paid. For greater certainty, no extension of the CVR Term shall be required if the Maximum Resource Level has been achieved prior to the expiration of the CVR Term. For the avoidance of doubt, any extension of the CVR Term pursuant to this Section 3.5 shall be solely for the purpose of permitting the public disclosure of the

Final MRMR Statement and the satisfaction of any CVR Payment Amounts then owing, and no such extension shall entitle the Holder to any additional CVR Payment Amounts in respect of any increase in Resources first disclosed during such extended period.

ARTICLE 4 RIGHTS AND OBLIGATIONS OF G2

4.1 Resource Determination; Development and Efforts Obligations

- (a) From the Effective Date until the earlier of the payment of the Maximum Payment Amount and the end of the CVR Term, G2 covenants to use commercially reasonable efforts to explore and develop the Covered Properties. Notwithstanding the foregoing, and for greater certainty, nothing in this Agreement shall: (i) require G2 to conduct, fund or cause to be conducted any specific exploration, drilling, development, feasibility study or other work on or with respect to the Covered Properties; (ii) require G2 to allocate any specific amount of capital, resources or personnel to the Covered Properties; (iii) impose any obligation upon G2 to achieve any Payment Milestone or maximize the CVR Payment Amounts payable hereunder; (iv) in any way require G2 to exercise any rights under any option agreement or other similar arrangement relating to any of the Covered Properties; or (v) limit G2's discretion regarding asset prioritization, exploration strategy, development timing or capital allocation among its properties and business interests. There are no implied covenants or duties relating to or affecting the rights or obligations of G2 or the Holder under this Agreement, and the only covenants and duties which affect such rights and obligations are those expressly set forth herein.
- (b) Notwithstanding anything herein to the contrary, and subject to Section 4.1(a), G2 shall have the power and right to control all aspects of its business and operations and may exercise or refrain from exercising its discretion hereunder as G2 may deem appropriate in its own business judgment and in the best overall interests of G2 and its affiliates. To this effect, all determinations of: (i) Resources; (ii) gold price assumptions; (iii) cut-off grades; (iv) mining, metallurgical, economic and other technical assumptions; and (v) methodologies and parameters used in estimating mineral resources, shall be made by G2 in its sole and absolute discretion, acting in good faith and in accordance with Good Industry Practice. All such determinations by G2 shall, absent manifest error, fraud or bad faith, be final, binding and conclusive for all purposes of this Agreement and shall not be subject to challenge, review or appeal by the Holder. Neither G2 nor any of its affiliates shall owe or be deemed to owe any fiduciary, trust or similar duty to the Holder in connection with any determination made pursuant to this Section 4.1(b).
- (c) For greater certainty and without limiting Section 4.1(b) hereof, G2 shall have no obligation to use assumptions, prices, cut-off grades, or methodologies intended to maximize the number of Payment Milestones achieved or the CVR Payment Amounts payable hereunder. Notwithstanding anything herein to the contrary, G2 covenants to prepare and publicly disclose, either itself or through an affiliate, an MRMR Statement on an annual basis.
- (d) G2 covenants to not intentionally take any action designed, structured, or timed to avoid achieving any Payment Milestones or otherwise frustrate the purpose of this Agreement.

- (e) The Holder acknowledges and agrees that the CVR and the possibility of receiving any CVR Payment Amount are highly speculative and subject to numerous factors outside of the Holder's control, and that there is no assurance that any Payment Milestone will be achieved or that the Holder will receive any CVR Payment Amount under this Agreement.

4.2 Assignment by G2

- (a) G2 may not, directly or indirectly, sell, assign, transfer, lease, license, convey or otherwise dispose of this Agreement, or any of its rights or obligations hereunder, in whole or in part, whether in a single transaction or a series of related transactions, except solely in connection with a sale, disposition or transfer of all of the Covered Properties to a *bona fide* third party purchaser. Any such permitted assignment or transfer shall be conditional upon the purchaser assuming all obligations under this Agreement and the CVR, effective as of closing. Upon satisfaction of the foregoing condition and closing of such transaction: (i) G2 shall be automatically released from all obligations hereunder arising after the effective time of assignment or transfer; (ii) the purchaser shall be substituted as a party hereto with all corresponding rights and obligations; and (iii) this Agreement and the CVR shall continue in full force and effect and shall be binding upon, inure to the benefit of and be enforceable against the purchaser and its successors and assigns. Any purported assignment or transfer of this Agreement or the CVR, in whole or in part, in violation of this Section 4.2(a) shall be void *ab initio* and of no force or effect. For greater certainty, no such assignment or transfer shall in any way oblige the exercise of any rights under any option agreement or other similar arrangement relating to any of the Covered Properties.
- (b) Notwithstanding Section 4.2(a), this Agreement and the CVR shall not restrict, limit, condition, prohibit, or otherwise impede, directly or indirectly, the ability of G2 or any of its shareholders to effect or consummate any transaction or series of transactions, including any sale, issuance or transfer of shares or other equity interests, merger, amalgamation, arrangement, consolidation, reorganization or other business combination, recapitalization, or any other Change of Control of G2, whether voluntarily, involuntarily or by operation of law, provided that the CVR shall remain a binding obligation of G2 (or its successor) following any such transaction and G2 (or its successor) shall continue to be responsible for all obligations under the CVR in accordance with its terms. For greater certainty, no such transaction shall accelerate, modify, or otherwise affect the CVR or any payment obligations thereunder.

ARTICLE 5 INFORMATION RIGHTS

5.1 Information Disclosure

- (a) During the CVR Term, following any public disclosure of an MRMR Statement, G2 shall, upon written request by the Holder, promptly provide to the Holder all relevant data underlying the MRMR Statement supporting such Resources, including the methodologies, assumptions, parameters and supporting calculations used in determining the Resources disclosed therein. For greater certainty, if G2 publicly discloses any other technical report in respect of the Covered Properties during the CVR Term, the Holder shall be entitled to request and receive a copy of such report and any underlying data on the same basis as set forth in this Section 5.1(a). G2 shall, during the CVR Term, keep or cause to be kept proper books and records in respect of its activities relating to the Covered Properties. Upon not less than ten Business

Days' prior written notice from the Holder, duly authorized representatives of the Holder shall be entitled, at the Holder's sole cost and expense, to inspect and copy such books and records for the purpose of verifying any information provided pursuant to this Section 5.1(a) or otherwise confirming the achievement of any Payment Milestone; provided that (i) such inspections shall be conducted at reasonable times during normal business hours; (ii) such inspections shall not unreasonably interfere with G2's activities with respect to the Covered Properties; and (iii) such inspections shall occur not more frequently than once in any 12 month period, unless a *bona fide* dispute exists regarding the achievement of a Payment Milestone.

- (b) All information provided or made available to the Holder pursuant to Section 5.1(a) hereof shall be treated as confidential and shall not be disclosed by the Holder to any third party without the prior written consent of G2, except: (i) to the Holder's officers, directors, employees, agents, professional advisors or representatives who need to know such information for purposes of this Agreement and who agree to maintain its confidentiality; (ii) to the extent required by applicable law, or by any order of a court or tribunal of competent jurisdiction, or by the rules or regulations of any securities regulatory authority or stock exchange; (iii) to the extent such information is or becomes publicly available other than as a result of a breach of this Section 5.1(b) by the Holder; or (iv) in connection with any dispute arising under this Agreement. The confidentiality obligations set forth in this Section 5.1(b) shall survive the expiration or earlier termination of this Agreement for a period of three years.
- (c) If the Holder, acting in good faith, objects to any material component of an MRMR Statement, the Holder may provide written notice to G2 specifying the nature of such objection and the reasonable basis for such objection. Upon receipt of such notice, senior executives of G2 and the Holder shall meet (in person or by telephone or videoconference) within 30 days to discuss the matter in good faith. G2 shall give good faith consideration to any concerns raised by the Holder in connection with the preparation of subsequent MRMR Statements; provided, however, that (i) G2 shall have no obligation to restate, revise or amend any MRMR Statement that has been publicly disclosed; and (ii) all determinations regarding Resources shall remain in the sole and absolute discretion of G2 in accordance with Section 4.1(b).

ARTICLE 6 NOTICES

6.1 Notices

All notices and other communications given or made pursuant hereto shall be sent by email and shall be deemed to have been duly given or made as of the date sent by email, or as of the following Business Day if sent by email after 5:00 p.m. or on a day that is not a Business Day, to the Parties hereto at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

- (a) if to G2:

[G2 GOLDFIELDS INC.]



Email: ●
Attention: ●

(b) if to the Holder:

[OKO GOLD (BARBADOS) INC.]

●

Email: ●
Attention: ●

G2 or the Holder, as the case may be, may from time to time notify the other in the manner provided above of a change of address which, from the effective date of such notice and until changed by like notice, shall be the address of G2 or the Holder, as the case may be, for all purposes of this Agreement.

ARTICLE 7 AMENDMENTS

7.1 Amendments

This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by all Parties.

ARTICLE 8 GENERAL PROVISIONS

8.1 Counterparts; Execution

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

8.2 Formal Date

This Agreement shall be referred to as having the date first written above, regardless of the actual date of execution.

8.3 Termination

Upon expiration of the CVR Term, this Agreement shall cease to be of any force and effect.

8.4 Sole Benefit

Nothing in this Agreement, expressed or implied, shall give or be construed to give to any Person other than the Parties any legal or equitable right, remedy or claim under this Agreement.

8.5 Withholding

G2 shall be entitled to deduct and withhold from any amounts to be paid under this Agreement such amounts as G2 is required to deduct and withhold under any provision of federal, provincial, state,

local or foreign tax law. In lieu of withholding such amounts, G2 shall be entitled to otherwise recover or to require the Holder to provide for such applicable taxes. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Holder, provided that such withheld amounts are actually remitted to the appropriate taxing authority. Furthermore, the Parties agree to reasonably cooperate with each other in implementing any proposed adjustments to the structure or terms of this Agreement to facilitate payments to be made under, and administration of, this Agreement, provided that such adjustments have no material adverse impact on the non-proposing Party.

8.6 Severability

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

8.7 Further Assurances

Each Party shall, at the request of the other Party and at the requesting Party's expense, execute and deliver all such further documents and instruments and take all such further actions as may be reasonably required to give effect to the provisions of this Agreement and the transactions contemplated hereby.

8.8 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Subject to Sections 2.3 and 4.2 hereof, neither Party may assign, transfer or otherwise dispose of this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

[The remainder of this page is intentionally blank; signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement.

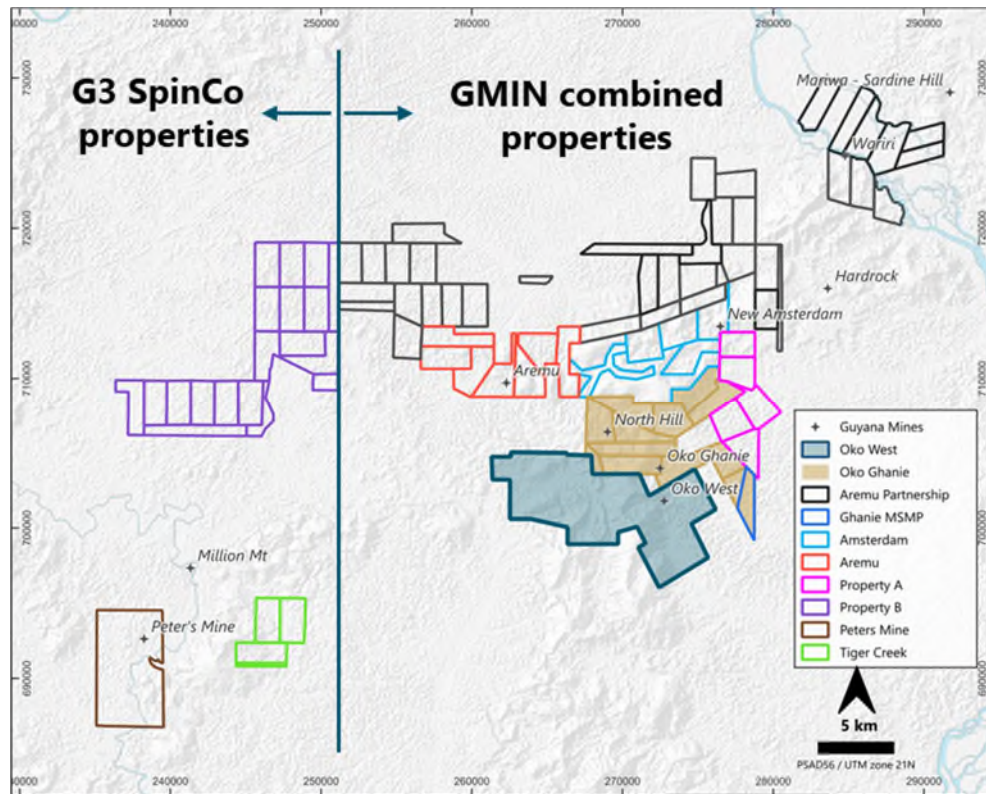
[G2 GOLDFIELDS INC.]

By: _____
Name:
Title:

[THE HOLDER]

By: _____
Name:
Title:

SCHEDULE A
Covered Properties



Property Name	Permit Number	Acreage
Aremu	V-7/MP/000	1,258
	V-7/MP/001	1,221
	V-7/MP/002	1,305
	V-7/MP/003	1,273
	V-7/MP/004	1,245
	V-7/MP/005	1,207
	V-7/MP/006	1,303
	V-1/MP/000	305
	V-1/MP/001	134
	V-1/MP/002	61
Aremu Partnership	GS23: R-1009/MP/000/17	1,076
	GS23: R-1009/MP/001/17	1,195
	R-21/MP/000	1,200
	R-213/MP/000	1,084

Property Name	Permit Number	Acreage
	R-22/MP/004	1,201
	R-228/MP/000	1,174
	R-228/MP/001	1,200
	R-228/MP/002	1,178
	R-228/MP/003	205.3
	R-24/MP/001	1,108
	R-24/MP/002	1,223
	R-24/MP/003	1,351
	R-24/MP/004	1,423
	R-27/MP/000	1,133
	R-35/MP/000	1,117
	R-38/MP/000	859
	R-44/MP/001	953
	R-44/MP/002	939
	R-50/MP/000	1,182
	R-51/MP/000	1,177
	R-52/MP/000	1,148
	R-541/000 --> R-1135/MP/000	1,153
	R-61/MP/007	1,025
	R-61/MP/008	1,041
	R-61/MP/009	1,072
	R-61/MP/010	1,173
	R-61/MP/014	1,151
	R-61/MP/015	1,198
	R-72/MP/001	796
	R-72/MP/002	755
	R-73/MP/000	1,047
	R-73/MP/001	674
	R-73/MP/002	771
	R-73/MP/003	230
	R-73/MP/004	523
	R-74/MP/000	433

Property Name	Permit Number	Acreage
	R-78/MP/000	1,101
	R-91/006 --> R-1113/MP/000	1,152
	R-96/000	972
Property A	Y-22/MP/000	1,030
	Y-22/MP/001	1,195
	GS23: Y-8/MP/000/11	1,091
	Y-21/MP/000	951
	Y-22/MP/002	1,195
Amsterdam	A-217/MP/000	1,194
	A-217/MP/001	1,178
	A-1008/MP/000	1,194
	A-699/001	1,193
	A-699/002	1,194
	A/699/004	1,195
Ghanie MSMP	G -21/MP/000	836
Oko Ghanie	GS14: V-1000/000/24	8,410
	GS14: S-1005/000/24	2,445