

GMIN VOTING SUPPORT AGREEMENT

THIS VOTING SUPPORT AGREEMENT is dated April 22, 2024 (this “**Agreement**”),

BETWEEN:

ADRIAN FLEMING

(the “**Reunion Gold Securityholder**”);

AND:

G MINING VENTURES CORP., a corporation existing under the federal laws of Canada

(“**GMIN**”, and collectively with the Reunion Gold Securityholder, the “**Parties**”).

WHEREAS:

- A. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Arrangement Agreement (as defined below).
- B. GMIN, Reunion Gold Corporation, a corporation existing under the federal laws of Canada (“**Reunion Gold**”), and 15963982 Canada Inc., a corporation existing under the federal laws of Canada, have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose, subject to the terms and conditions of the Arrangement Agreement, to consummate an arrangement under section 192 of the CBCA, as set forth in the Plan of Arrangement attached as Schedule A the Arrangement Agreement (the “**Arrangement**”).
- C. The Arrangement will result in, among other things, a newly formed corporation (“**New Parent**”) acquiring all of the issued and outstanding common shares of Reunion Gold (the “**Reunion Gold Shares**”) and in consideration will exchange: (i) 0.07125 of a common share in the capital of New Parent; and (ii) 0.05 of a Spinco Consideration Share, per Reunion Gold Share.
- D. The Reunion Gold Securityholder is the registered and/or beneficial owner of and/or otherwise has control or direction over such number of Reunion Gold Securities set forth in Schedule A hereto.
- E. This Agreement sets out the terms and conditions under which, among other things, the Reunion Gold Securityholder has agreed to vote or cause to be voted all of his, her or its Subject Securities (as defined below) in respect of the Arrangement and other matters related thereto.
- F. The Reunion Gold Securityholder acknowledges that GMIN and Reunion Gold would not have entered into the Arrangement Agreement but for the execution and delivery of this Agreement by the Reunion Gold Securityholder.

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

Section 1.1 Definitions

In this Agreement, unless the context otherwise requires:

“**Agreement**” means this voting support agreement, together with the schedule attached hereto, as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

“**Arrangement**” has the meaning set forth in the recitals;

“**Arrangement Agreement**” has the meaning set forth in the recitals;

“**GMIN**” has the meaning set forth in the recitals;

“**Parties**” has the meaning set forth in the recitals;

“**Reunion Gold**” has the meaning set forth in the recitals;

“**Reunion Gold Securityholder**” has the meaning set forth in the recitals;

“**Reunion Gold Shares**” has the meaning set forth in the recitals;

“**Subject Options**” means all Reunion Gold Options which the Reunion Gold Securityholder owns, beneficially or of record, directly or indirectly, or exercises control or direction over, the particulars of which are set forth in Schedule A;

“**Subject Securities**” means, collectively, the Subject Shares, the Subject Warrants, the Subject Options, and the Reunion Gold Securities otherwise acquired by the Reunion Gold Securityholder after the date hereof and prior to the Effective Time;

“**Subject Shares**” means all Reunion Gold Shares which the Reunion Gold Securityholder owns, beneficially or of record, directly or indirectly, or exercises control or direction over, the particulars of which are set forth in Schedule A, and shall further include any Reunion Gold Shares issued upon the exercise by the Reunion Gold Securityholder of any Reunion Gold Convertible Securities, or otherwise acquired, whether beneficially or of record, directly or indirectly, or over which control or direction is exercised over, by the Reunion Gold Securityholder after the date hereof and prior to the Effective Time;

“**Subject Warrants**” means all Reunion Gold Warrants which the Reunion Gold Securityholder owns, beneficially or of record, directly or indirectly, or exercises control or direction over, the particulars of which are set forth in Schedule A; and

“**Transfer**” has the meaning set forth in Section 2.1(c).

ARTICLE 2 COVENANTS

Section 2.1 General Covenants of the Reunion Gold Securityholder

- (1) The Reunion Gold Securityholder hereby covenants and agrees in favour of GMIN that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement:
- (a) at any meeting of any securityholders of Reunion Gold, including the Reunion Gold Meeting, called to vote upon the Arrangement or any other transactions contemplated by the Arrangement Agreement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the securityholders of Reunion Gold is sought (including by written consent in lieu of a meeting) with respect to the Arrangement or any other transactions contemplated by the Arrangement Agreement, the Reunion Gold Securityholder shall cause its Subject Securities having voting rights in respect of such matter to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities having voting rights in respect of such matter in favour of the approval of the Reunion Gold Arrangement Resolution and any other transactions contemplated by the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement, and provide its consent or other approval in respect thereof (as applicable);
 - (b) at any meeting of any securityholders of Reunion Gold or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the securityholders of Reunion Gold is sought (including by written consent in lieu of a meeting), the Reunion Gold Securityholder shall cause its Subject Securities having voting rights at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities having voting rights at such meeting against any Acquisition Proposal or a proposed action in furtherance of an Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent or frustrate the Reunion Gold Meeting or the successful completion of the Arrangement and each of the transactions contemplated by the Arrangement Agreement;
 - (c) the Reunion Gold Securityholder agrees not to, directly or indirectly, without the prior written consent of GMIN (such consent not to be unreasonably withheld or delayed): (i) sell, transfer, assign, tender, exchange, gift, option, grant a participation interest in, grant a Lien, excluding, for greater certainty, any Lien granted on the Subject Shares prior to the date hereof, or place in trust or otherwise convey, dispose or encumber (including by way of tendering to a take-over bid) (each, a "**Transfer**"), or enter into any agreement, understanding, option or other arrangement with respect to the Transfer of any of its Subject Securities to any Person, other than pursuant to the Arrangement Agreement or this Agreement; (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether formal or informal or by proxy, voting agreement or otherwise, with respect to its Subject Securities, other than pursuant to this Agreement; (iii) otherwise enter into any agreement or arrangement with any Person or knowingly commit any act that would reasonably be expected to limit, restrict or affect the Reunion Gold Securityholder's legal power, authority, or right to vote any of its Subject Securities or otherwise prevent or prohibit the

Reunion Gold Securityholder from performing any of its obligations under this Agreement (it being understood that the foregoing shall not apply to the extent that any of the votes cast by the Reunion Gold Securityholder are excluded to the extent required pursuant to applicable Laws, including Securities Laws, or any order of the Court in connection with the Arrangement); or (iv) requisition or join in the requisition of any meeting of any of the securityholders of Reunion Gold for the purpose of considering any resolution related to any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement; provided, however, that the foregoing restrictions shall not prevent the Reunion Gold Securityholder from (v) exercising or converting its Subject Securities in accordance with their terms or the Arrangement Agreement, (w) Transferring its Subject Securities to one or more corporations, family trusts, registered retirement savings plan accounts or other entity directly or indirectly owned or controlled by, or under common control with, the Reunion Gold Securityholder, (x) granting a Lien over the Subject Securities in favour of (A) a bank or other financial institution that provides financing to the Reunion Gold Securityholder or an affiliate thereof, or (B) a security trustee, facility agent or security agent on behalf of a bank or other financial institution that provides financing to the Reunion Gold Securityholder or an affiliate thereof, in each case as security for the indebtedness of the Reunion Gold Securityholder or any of its affiliates, pursuant to which actions to enforce any such security interest granted in connection with any such indebtedness may be taken by any secured parties following a default by the Reunion Gold Securityholder (or any of its affiliates, as applicable) or any event triggering enforcement under such indebtedness in accordance with its terms, and (y) entering into a derivative financing agreement, including a collar with call options, in relation to its Subject Securities, pursuant to which actions to enforce obligations under any such agreement may be taken by a counterparty in accordance with its terms; provided that (1) any such Transfer will not relieve the Reunion Gold Securityholder of or from his, her or its obligations under this Agreement, (2) prompt written notice of such Transfer is provided to GMIN; and (3) such transferee agrees to be bound by the terms of this Agreement;

- (d) subject to Section 5.2, the Reunion Gold Securityholder shall immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Persons conducted heretofore with respect to any Acquisition Proposal;
- (e) subject to Section 5.2, the Reunion Gold Securityholder shall not, directly or indirectly:
 - (i) knowingly solicit, assist, initiate, encourage or otherwise knowingly facilitate any inquiry, proposal or offer that constitutes or that it believes would reasonably be expected to constitute or lead to, an Acquisition Proposal;
 - (ii) enter into or otherwise engage or participate in any substantive discussions or negotiations with any Person (other than GMIN and its Affiliates) regarding any inquiry, proposal or offer that constitutes or that it believes would reasonably be expected to constitute or lead to, an Acquisition Proposal;
 - (iii) publicly propose or state an intention to withdraw, amend, modify or qualify the Reunion Gold Securityholder's support of the transactions contemplated by the Arrangement Agreement;

- (iv) publicly propose to accept, approve, endorse or recommend any Acquisition Proposal;
 - (v) accept or enter into, or publicly propose to accept or enter into, any agreement, understanding or arrangement in respect of an Acquisition Proposal; and
 - (f) the Reunion Gold Securityholder shall not exercise any Dissent Rights or similar rights of appraisal or dissent in respect of any resolution approving the Arrangement.
- (2) The Reunion Gold Securityholder hereby covenants and agrees in favour of GMIN that: (a) no later than five Business Days prior to the date of the Reunion Gold Meeting, the Reunion Gold Securityholder shall duly complete and cause forms of proxy or voting instruction forms, as applicable, in respect of all its Subject Securities having voting rights in respect of the Arrangement to be validly delivered in accordance with the instructions set out in the Reunion Gold Circular, to cause such Subject Securities to be voted in favour of the Reunion Gold Arrangement Resolution, and shall, upon request, provide a copy of such forms (by email) to GMIN; and (b) such forms of proxy or voting instruction forms, as applicable, shall not be revoked or withdrawn, unless the prior written consent from GMIN has been obtained or this Agreement is terminated in accordance with its terms.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Reunion Gold Securityholder

The Reunion Gold Securityholder hereby represents and warrants to and covenants with GMIN as follows, and acknowledges that GMIN is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Incorporation; Capacity; Authorization.** Where the Reunion Gold Securityholder is not an individual, it is duly formed and validly existing under the Laws of its jurisdiction of formation and has the requisite corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder. Where the Reunion Gold Securityholder is an individual, he or she has the power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform his or her obligations hereunder;
- (b) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Reunion Gold Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Reunion Gold Securityholder in accordance with its terms, subject to bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction;
- (c) **Ownership of Subject Securities.** The Reunion Gold Securityholder is, and will be immediately prior to the Effective Time, the sole registered and/or beneficial owner of its Subject Securities. As of the date hereof, other than the Subject Securities set forth in Schedule A, the Reunion Gold Securityholder does not own of record or beneficially, or exercise control or direction over, any Reunion Gold Securities and the Reunion Gold Securityholder has no agreement, options, warrants or securities convertible into, or exchangeable or exercisable for, or otherwise evidencing the right to acquire, securities of Reunion Gold or any rights or privilege

capable of becoming an agreement or option for the purchase or acquisition by the Reunion Gold Securityholder or transfer to the Reunion Gold Securityholder of additional securities of Reunion Gold;

- (d) **No Agreements.** No Person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement, or any credit agreement of the Reunion Gold Securityholder pursuant to which the Reunion Gold Securityholder has granted a Lien over the Subject Shares in favour of its lenders, who may exercise their rights to foreclose on, and dispose of, the Subject Shares in accordance with the terms of such credit agreement;
- (e) **No Legal Proceedings.** There are no Legal Proceedings pending, nor, to the knowledge of the Reunion Gold Securityholder, threatened, against or relating to the Reunion Gold Securityholder by or before any Governmental Entity that would be reasonably expected to have, individually or in the aggregate, an adverse effect on the Reunion Gold Securityholder's ability to perform its obligations hereunder. The Reunion Gold Securityholder is not subject to any outstanding judgment, order, writ, injunction or decree that would be reasonably expected to have, individually or in the aggregate, an adverse effect on the Reunion Gold Securityholder's ability to perform its obligations hereunder; and
- (f) **Voting and Sale.** The Reunion Gold Securityholder has the sole and exclusive right to enter into this Agreement and to vote (or cause to be voted) the Subject Securities as contemplated herein and will have the right to vote (or cause to be voted) all Subject Securities hereafter acquired by it, him or her, if any. Except as contemplated by this Agreement, none of the Subject Securities is or will be subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, to call meetings of Reunion Gold securityholders or to give consents or approvals of any kind.

Section 3.2 Representations and Warranties of GMIN

GMIN hereby represents and warrants to and covenants with the Reunion Gold Securityholder as follows, and acknowledges that the Reunion Gold Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Incorporation; Capacity; Authorization.** GMIN is a corporation duly incorporated, validly existing under the Laws of the jurisdiction of its incorporation and has all requisite power, capacity and authority and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by GMIN and constitutes a legal, valid and binding agreement of GMIN enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction;
- (c) **Non-Contravention.** The execution, delivery and performance by GMIN of its obligations under this Agreement and the consummation by GMIN of the transactions contemplated

hereby do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

- (i) subject to compliance with any approval or Laws contemplated by the Arrangement Agreement, contravene, conflict with, or result in a violation or breach of Law;
 - (ii) allow any Person to exercise any rights, require any consent or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which GMIN is entitled (including by triggering any rights of first refusal or first offer or other restriction or limitation), under (i) the certificate of incorporation, articles of incorporation, bylaws, or any other constating documents of GMIN, or (ii) any Material Contract or other instrument, indenture, deed of trust, mortgage, bond or any authorization to which GMIN is a party or by which GMIN or any of its properties or assets may be bound; or
 - (iii) require, on the part of GMIN, any authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity, other than filings under applicable Securities Laws; and
- (d) **No Legal Proceedings.** There are no Legal Proceedings pending, nor, to the knowledge of GMIN, threatened, against or relating to GMIN by or before any Governmental Entity that, would be reasonably expected to have, individually or in the aggregate, an adverse effect on GMIN's ability to perform its obligations hereunder. GMIN is not subject to any outstanding judgment, order, writ, injunction or decree that would be reasonably expected to have, individually or in the aggregate, an adverse effect on the GMIN's ability to perform its obligations hereunder.

ARTICLE 4 TERMINATION

Section 4.1 Termination

- (1) This Agreement may be terminated:
- (a) at any time by a written instrument executed by each of GMIN and the Reunion Gold Securityholder;
 - (b) by GMIN if: (i) any of the representations and warranties of the Reunion Gold Securityholder in this Agreement shall not be true and correct in all material respects as of the date hereof and at the Effective Time and any breach thereof is not promptly remedied after notice to do so; or (ii) the Reunion Gold Securityholder shall not have complied with its covenants to GMIN contained in this Agreement in all material respects and has not remedied same after reasonable notice to do so; or
 - (c) by the Reunion Gold Securityholder if: (i) any of the representations and warranties of GMIN in this Agreement shall not be true and correct in all material respects as of the date hereof and at the Effective Time and any breach thereof is not promptly remedied after notice to do so; (ii) the Consideration is modified without the prior written consent of the Reunion Gold Securityholder; or (iii) the Arrangement Agreement is amended in any manner that is adverse

to the Reunion Gold Securityholder without the prior written consent of the Reunion Gold Securityholder.

- (2) This Agreement will automatically terminate and be of no further force or effect upon the earliest to occur of:
 - (a) the Effective Time;
 - (b) the Outside Date, if the Effective Date has not occurred by the Outside Date;
 - (c) the date on which the Arrangement Agreement terminates or is terminated in accordance with its terms; and
 - (d) a Reunion Gold Change in Recommendation or the date on which Reunion Gold enters into a Permitted Acquisition Agreement with respect to a Superior Proposal, in each case in accordance with the terms of the Arrangement Agreement.
- (3) If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no Party shall have liability to the other Party, except in respect of a breach of this Agreement which occurred prior to such termination, and the Reunion Gold Securityholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which the Reunion Gold Securityholder may have given with respect to the Subject Securities.

ARTICLE 5 GENERAL

Section 5.1 Further Assurances

Each Party will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other Party may reasonably require and at the requesting Party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

Section 5.2 Fiduciary Duty

Notwithstanding anything to the contrary herein, GMIN hereby agrees and acknowledges that nothing herein shall restrict or limit any legal or fiduciary obligation of the Reunion Gold Securityholder, or any actions the Reunion Gold Securityholder may take, in his or her capacity as a director or officer of Reunion Gold or limit or restrict in any way the discharge of his or her fiduciary duties as a director or officer of Reunion Gold, including, without limitation, responding in his or her capacity as a director or officer of Reunion Gold to an Acquisition Proposal and making any determinations in that regard in the exercise of his or her fiduciary duties. The exercise of fiduciary duties or the taking of any actions by the Reunion Gold Securityholder in his or her capacity as a director or officer of Reunion Gold will not be a breach or default by the Reunion Gold Securityholder hereunder. Notwithstanding anything to the contrary herein, GMIN further hereby agrees and acknowledges that the Reunion Gold Securityholder is entering into this Agreement and is bound hereunder solely in his or her capacity as holder of the Subject Securities and not as a director or officer of Reunion Gold.

Section 5.3 Disclosure

- (1) Each of the Reunion Gold Securityholder and GMIN hereby consent to the disclosure of the substance of this Agreement in any press release relating to the Arrangement or any circular relating to the

Reunion Gold Meeting or to the GMIN Meeting and the filing of this Agreement with any Securities Authority.

- (2) Except as set forth above or as required by applicable Laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, neither Party shall make any public announcement or statement with respect to this Agreement without the approval of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Each Party agrees to consult with the other prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of applicable Laws.

Section 5.4 Time of the Essence

Time shall be of the essence in this Agreement.

Section 5.5 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.

Section 5.6 Entire Agreement; Binding Effect

This Agreement and the provisions of the Arrangement Agreement incorporated herein by reference constitute the entire agreement and supersede all other prior agreements, negotiations, discussions and understandings, both written and oral, between 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, between 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.

Section 5.7 Amendment

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement by each of the Parties.

Section 5.8 Severability

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

Section 5.9 Assignment

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party.

Section 5.10 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 GMIN:

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

Attention: Dušan Petković, Senior Vice President, Corporate Strategy and Marc Dagenais,
Vice President, Legal Affairs and Corporate Secretary
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]*

(b) if to the Reunion Gold Securityholder:

Addressed as set forth on the signature page hereto,

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

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Jay C. Kellerman and Daniel Borlack
Email: *[Redacted – Personal Information]*

Section 5.11 Injunctive Relief

Each Party agrees with the other that irreparable harm may occur for which money damages may not be an adequate remedy at Law in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. It is accordingly agreed that each Party shall be entitled to seek injunctive, 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 seek to 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 is hereby waived. For greater certainty, this Section 5.11 is in addition to any other remedy to which a Party may be entitled at Law or in equity.

Section 5.12 Expenses

All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such fees, costs or expenses.

Section 5.13 Independent Legal Advice

Each of the Parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that it has either done so or waived its right to do so in connection with the entering into of this Agreement.

Section 5.14 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 executed this Agreement 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

By: (signed) "*Adrian Fleming*"

Name: Adrian Fleming

Reunion Gold Securityholder Notice Information:

Address: *[Redacted – Personal Information]*

Attention: Adrian Fleming

E-mail: *[Redacted – Personal Information]*

**SCHEDULE A
SUBJECT SECURITIES**

1. Reunion Gold Shares:

Name of beneficial owner	Total number of Reunion Gold Shares beneficially owned or controlled	Registered holder (if different from beneficial owner)
Adrian Fleming	30,000	

2. Reunion Gold Options:

Name of beneficial owner	Total number of Reunion Gold Options beneficially owned or controlled	Registered holder (if different from beneficial owner)
Adrian Fleming	2,700,000	

3. Reunion Gold Warrants:

Name of beneficial owner	Total number of Reunion Gold Warrants beneficially owned or controlled	Registered holder (if different from beneficial owner)