



## AMENDED AND RESTATED PERFORMANCE AND RESTRICTED SHARE UNIT PLAN

Approved by the shareholders of the Company on ●

### ARTICLE 1: PURPOSE

#### 1.1 Purpose

The purpose of this Plan is to advance the interests of Reunion Gold Corporation (the “**Company**”) by encouraging equity participation in the Company through the acquisition of common shares of the Company (the “**Shares**”). It is the intention of the Company that this Plan will at all times be in compliance with TSX Venture Policies and any inconsistencies between this Plan and TSX Venture Policies will be resolved in favour of the latter.

### ARTICLE 2: INTERPRETATION

#### 2.1 Definitions

When used herein, unless the context otherwise requires, the following terms have the indicated meanings, respectively:

“**Adjustment Factor**” means the adjustment factor set out by the Board in the Award Agreement for an award of Performance Share Units to adjust the determinations of the degree of attainment of the pre-established Performance Criteria or restrictions, as the case may be, provided however that the Board may not make any adjustment or take any other action with respect to any Performance Share Units that would increase the amount of Shares issuable under any such Performance Share Units Award.

“**Affiliate**” means a company that is a parent or a directly or indirectly held Subsidiary of the Company, or that is controlled by the same entity as the Company;

“**Associate**” has the meaning ascribed to it in the Securities Act;

“**Award**” means a Restricted Share Unit or a Performance Share Unit granted under this Plan;

“**Award Account**” means the notional account maintained for each Participant to which Restricted Share Units and Performance Share Units are credited;

“**Award Agreement**” means a signed, written agreement between a Participant and the Company, substantially in the form attached as Schedule A, in the case of Restricted Share Units and in the form attached as Schedule B, in the case of Performance Share Units, subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable, evidencing the terms and conditions on which an Award has been granted under this Plan;

“**Award Value**” means such percentage of annual base salary or such other amount as may be determined from time to time by the Board as the original value of the Award to be paid to a Participant and specified in the Participant’s Award Agreement;

“**Board**” means the board of directors of the Company;

“**Business Day**” means a day, other than a Saturday or Sunday, on which the principal commercial banks in Quebec and Canada are open for commercial business during normal banking hours;

“**Cause**” means, with respect to a particular Employee:

- (a) “cause” as such term is defined in the written employment agreement of the Employee; or

- (b) in the event there is no written employment agreement for the Employee or “cause” is not defined in the written employment agreement, the usual meaning of “cause” under the applicable laws of the Province of British Columbia and Canada.

“**Change in Control**” means the occurrence of any one or more of the following events:

- (a) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Company or any of its Affiliates and another corporation or other entity, as a result of which the holders of Shares prior to the completion of the transaction hold less than 50% of the outstanding shares of the successor Company after completion of the transaction;
- (b) the sale, lease, exchange or other disposition, in a single transaction or a series of related transactions, of all or substantially all the Company's assets, rights or properties of the Company and/or any of its Subsidiaries;
- (c) a resolution is adopted to wind-up, dissolve or liquidate the Company;
- (d) any person, entity or group of persons or entities acting jointly or in concert (an “**Acquiror**”) acquires or acquires control (including, without limitation, the right to vote or direct the voting) of Voting Securities of the Company which, when added to the Voting Securities owned of record or beneficially by the Acquiror or which the Acquiror has the right to vote or in respect of which the Acquiror has the right to direct the voting, would entitle the Acquiror and/or Associates and/or Affiliates of the Acquiror to cast or to direct the casting of 50% or more of the votes attached to all of the Company's outstanding Voting Securities which may be cast to elect directors of the Company or the successor Company (regardless of whether a meeting has been called to elect directors);
- (e) as a result of or in connection with: (A) a contested election of directors, or; (B) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisitions involving the Company or any of its Affiliates and another company or other entity, the nominees named in the most recent Management Information Circular of the Company for election to the Board shall not constitute a majority of the Board; or
- (f) the Board adopts a resolution to the effect that a Change in Control as defined herein has occurred or is imminent.

For the purposes of the foregoing, “**Voting Securities**” means Shares and any other shares entitled to vote for the election of directors and shall include any security, whether or not issued by the Company, which are not shares entitled to vote for the election of directors but are convertible into or exchangeable for shares which are entitled to vote for the election of directors including any options or rights to purchase such shares or securities.

“**Committee**” has the meaning set forth in Section 3.2;

“**Company**” means Reunion Gold Corporation;

“**Consultant**” means an individual or Consultant Company, other than an Employee, Officer or Director, that:

- (a) provides on an ongoing *bona fide* basis, consulting, technical, managerial or like services to the Company or an Affiliate of the Company, other than services provided in relation to a Distribution;
- (b) provides the services under a written contract between the Company or an Affiliate and the individual or the Consultant Company.

- (c) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the business and affairs of the Company or an Affiliate of the Company; and
- (d) has a relationship with the Company or an Affiliate of the Company that enables the individual or Consultant Company to be knowledgeable about the business and affairs of the Company;

**“Consultant Company”** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;

**“Date of Grant”** means, for any Award, the date specified by the Board at the time it grants the Award (which, for greater certainty, shall be no earlier than the date on which the Board meets for the purpose of granting such Award) or if no such date is specified, the date upon which the Award was granted;

**“Director”** means a director of the Company or a Subsidiary who is not an Employee;

**“Disabled”** or **“Disability”** means the permanent and total incapacity of a Participant as determined in accordance with procedures established by the Board for purposes of this Plan;

**“Distribution”** has the meaning set forth in the Securities Act, and generally refers to a distribution of securities by the Company from treasury;

**“Effective Date”** means the effective date of this Plan, as set out in Section 8.17;

**“Employee”** means an individual who:

- (a) is considered an employee of the Company or a Subsidiary of the Company under the *Income Tax Act* (Canada) (i.e., for whom income tax, employment insurance and CPP deductions must be made at source);
- (b) works full-time for the Company or a Subsidiary of the Company providing services normally provided by an employee and who is subject to the same control and direction by the Company or a Subsidiary of the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or
- (c) works for the Company or a Subsidiary of the Company on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or a Subsidiary of the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source.

**“Exchange”** means the TSX Venture Exchange, or such other stock exchange or organized market on which the Shares may become listed or posted for trading;

**“Expiry Date”** means the last date on which the Award can be redeemed by a Participant as set out in the Award Agreement;

**“Insider”** means an “insider” as defined by the Exchange from time to time in its policies;

**“Investor Relations Activities”** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

**“Investor Relations Service Provider”** means any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;



**“Market Price”** at any date in respect of the Shares shall be the closing price of such Shares on the Exchange (and if listed on more than one stock exchange, then the highest of such closing prices) on the last Business Day prior to the relevant date. In the event that such Shares did not trade on such Business Day, the Market Price shall be the average of the bid and asked prices in respect of such Shares at the close of trading on such date. In the event that such Shares are not listed and posted for trading on any stock exchange, the Market Price shall be the fair market value of such Shares as determined by the Board in its sole discretion;

**“Officer”** means a Board-appointed officer of the Company or a Subsidiary;

**“Participant”** means an Employee, Consultant, Officer or Director to whom an Award has been granted under this Plan but excludes any Investor Relations Service Provider;

**“Performance Criteria”** means performance goals expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Company, a Subsidiary, or a division or strategic business unit of the Company, or may be applied to the performance of the Company relative to a market index, a group of other companies or a combination thereof, all as determined by the Board;

**“Performance Period”** has the meaning set out in the Award Agreement;

**“Performance Share Unit”** or **“PSU”** means a right to receive a Share, conditional on the achievement of Performance Criteria and based on the Adjustment Factor as set out in the Award Agreement, as determined by the Board, under Section 4.1;

**“Person”** includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his or her capacity as trustee, executor, administrator or other legal representative;

**“Plan”** means this Reunion Gold Corporation Performance and Restricted Share Unit Plan, the terms of which are set out herein or as may be amended;

**“Redemption Date”** means the date elected pursuant to Section 4.5;

**“Redemption Notice”** mean a notice substantially in the form set out as Schedule C as amended by the Board from time to time;

**“Regulatory Approval”** means the approval of the Exchange and any other securities regulatory authority that has lawful jurisdiction over the Plan and any RSUs or PSUs issued hereunder;

**“Regulatory Authorities”** means the Exchange and any other organized trading facilities on which the Company’s Shares are listed and all securities commissions or similar securities regulatory bodies having jurisdiction over the Company;

**“Restricted Share Unit”** or **“RSU”** means a right to receive a Share, as determined by the Board, under Section 4.1;

**“Securities Act”** means the *Securities Act*, R.S.O. 1990, c. 5, or any successor legislation;

**“Securities Laws”** means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that govern or are applicable to the Company or to which it is subject, including, without limitation, the Securities Act;

**“Share”** means one (1) common share without par value in the capital stock of the Company;

**“Share Compensation Arrangements”** shall have the meaning ascribed thereto in the rules and policies of the Exchange, or in the event that such term is not defined in the rules and policies of the



Exchange, shall include any Awards under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to a Participant;

**“Termination Date”** means, in the case of a Participant whose employment or term of office or engagement with the Company or an Affiliate terminates:

- (i) in the case of the resignation of the Participant as an Employee, the date that the Participant provides notice, in writing or verbally, of his or her resignation as an Employee;
- (ii) in the case of the termination of the Participant as an Employee by the Company or a Subsidiary for any reason other than death, the effective date of termination set out in the Company's notice of termination of the Participant as an Employee to the Participant;
- (iii) in the case of the termination of the written contract of a Consultant to provide consulting services to the Company or a Subsidiary, the effective date of termination set out in any notice provided by one of the parties to the written contract to the other party; or
- (iv) the effective date of termination of a Director, Officer, Employee or Consultant pursuant to an order made by any Regulatory Authority having jurisdiction to so order;

provided that (a) in the case of termination by reason of voluntary resignation by the Participant, such date shall not be earlier than the date that notice of resignation was received from such Participant, and (b) “Termination Date” in any such case specifically does not mean the date on which any period of contractual notice, reasonable notice, salary continuation or deemed employment that the Company or the Affiliate, as the case may be, may be required at law to provide to a Participant would expire;

**“Vested Award”** has the meaning set out in Section 4.3;

**“Vesting Date”** means the date or dates designated in the Award Agreement, or such earlier date as is provided for in the Plan or is determined by the Board; and

**“Withholding Taxes”** has the meaning set out in Section 8.3.

## 2.2 Interpretation

- (a) Whenever the Board or, where applicable, the Committee is to exercise discretion in the administration of this Plan, the term **“discretion”** means the sole and absolute discretion of the Board or the Committee, as the case may be.
- (b) As used herein, the terms **“Article”**, **“Section”**, **“Subsection”** and **“clause”** mean and refer to the specified Article, Section, Subsection and clause of this Plan, respectively.
- (c) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.
- (d) Whenever any payment is to be made or action is to be taken on a day which is not a Business Day, such payment shall be made or such action shall be taken on the next following Business Day.
- (e) In this Plan, **“Subsidiary”** means a Person that is controlled directly or indirectly by another person and includes a subsidiary of that subsidiary.
- (f) In this Plan, a Person is considered to be **“controlled”** by a Person if:
  - (i) in the case of a Person,

- A. Voting Securities of the first-mentioned Person carrying more than 50% of the votes for the election of directors are held, directly or indirectly, otherwise than by way of security only, by or for the benefit of the other Person; and
  - B. the votes carried by the securities are entitled, if exercised, to elect a majority of the directors of the first-mentioned Person;
- (ii) in the case of a partnership that does not have directors, other than a limited partnership, the second-mentioned Person holds more than 50% of the interests in the partnership; or
  - (iii) in the case of a limited partnership, the general partner is the second-mentioned Person.
- (g) Unless otherwise specified, all references to money amounts are to Canadian currency.
- (h) This Plan is established under and the provisions of this Plan will be subject to and interpreted and construed in accordance with the laws of the Province of British Columbia and Canada except as otherwise provided herein. The headings used herein are for convenience only and are not to affect the interpretation of this Plan.

### **ARTICLE 3: ADMINISTRATION**

#### **3.1 Administration**

Subject to Section 3.2, this Plan will be administered by the Board and the Board has sole and complete authority, in its discretion, to:

- (a) determine the individuals to whom grants under the Plan may be made;
- (b) make grants of Awards under the Plan in such amounts, to such Persons and, subject to the provisions of this Plan, on such terms and conditions as it determines including without limitation:
  - (i) the time or times at which Awards may be granted;
  - (ii) the conditions under which:
    - A. Awards may be granted to Participants; or
    - B. Awards may be forfeited to the Company;
  - (iii) applicable Performance Criteria and Performance Period, including the Adjustment Factor to be applied to PSUs;
  - (iv) the price, if any, to be paid by a Participant in connection with the granting of Awards;
  - (v) whether restrictions or limitations are to be imposed on the Shares issuable pursuant to grants of Awards, and the nature of such restrictions or limitations, if any; and
  - (vi) any acceleration of exercisability or vesting, or waiver of termination regarding any Award, based on such factors as the Board may determine;
- (c) interpret this Plan and adopt, amend and rescind administrative guidelines and other rules and regulations relating to this Plan; and
- (d) make all other determinations and take all other actions necessary or advisable for the implementation and administration of this Plan.

The Board's determinations and actions within its authority under this Plan are conclusive and binding on the Company and all other Persons. The day-to-day administration of the Plan may be delegated to such Officers and Employees as the Board determines.



### **3.2 Delegation to Committee**

To the extent permitted by applicable law and the Company's articles, the Board may, from time to time, delegate to a committee (the "**Committee**") of the Board, all or any of the powers conferred on the Board under the Plan. In connection with such delegation, the Committee will exercise the powers delegated to it by the Board in the manner and on the terms authorized by the Board. Any decision made or action taken by the Committee arising out of or in connection with the administration or interpretation of this Plan in this context is final and conclusive. Notwithstanding any such delegation or any reference to the Committee in this Plan, the Board may also take any action and exercise any powers that the Committee is authorized to take or has power to exercise under this Plan.

### **3.3 Eligibility**

All Employees, Consultants, Officers and Directors who are not Investor Relations Service Providers are eligible to participate in the Plan, subject to subsections 5.1(c) and 5.2(g). Eligibility to participate does not confer upon any Employee, Consultant, Officer or Director any right to receive any grant of an Award pursuant to the Plan. The extent to which any Employee, Consultant, Officer or Director is entitled to receive a grant of an Award pursuant to the Plan will be determined in the sole and absolute discretion of the Board.

The Board may only grant Awards to an Employee or Consultant if such Employee or Consultant is a bona fide Employee or Consultant.

### **3.4 Board Requirements**

Any Award granted under this Plan shall be subject to the requirement that, if at any time the Company shall determine that the listing, registration or qualification of the Shares issuable pursuant to such Award upon any securities exchange or under any Securities Laws of any jurisdiction, or the consent or approval of Regulatory Authorities, is necessary as a condition of, or in connection with, the grant or exercise of such Award or the issuance or purchase of Shares thereunder, such Award may not be accepted or exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board. Nothing herein shall be deemed to require the Company to apply for or to obtain such listing, registration, qualification, consent or approval.

### **3.5 Number of Shares Reserved**

Subject to adjustment as provided for in Article 7 and the limitations provided in Section 3.6, the number of Shares reserved for issuance under this Plan in respect of Awards shall not exceed 16,000,000 and the aggregate number of Shares issuable under this Plan combined with all of the Company's other Share Compensation Arrangements shall not exceed 10% of the issued and outstanding Shares of the Company from time to time.

The aggregate maximum number of Shares available under the Plan may be used for any type of Award as determined and fixed by the Board, at its sole discretion, at the Date of Grant. Subject to the provisions and restrictions of this Plan, if any Award is cancelled or it expires or is otherwise terminated prior to the Award being exercised for any reason whatsoever, the number of Shares in respect of which Award is cancelled, expires or otherwise is terminated for any reason whatsoever, as the case may be, will ipso facto again be immediately available for purchase pursuant to Awards granted under this Plan.



### **3.6 Limitations on Shares Available for Issuance**

Notwithstanding any other provision of this Plan, but subject to Awards approved by the disinterested shareholders of the Company or other requirements of applicable policies of the Exchange:

- (a) the total number of Shares issuable to any one Participant under this Plan, within any 12-month period shall not exceed one percent (1%) of the issued and outstanding Shares of the Company;
- (b) the total number of Shares issuable to any one Participant under this Plan, within any 12-month period, together with Shares reserved for issuance to such Participant at any time under all of the Company's other Share Compensation Arrangements, shall not exceed five percent (5%) of the issued and outstanding Shares (unless the Company has obtained disinterested approval for such grant);
- (c) the total number of Shares issuable to any one Consultant, together with Shares issuable to such Consultant under all of the Company's other Share Compensation Arrangements, shall not exceed two percent (2%) of the issued and outstanding Shares in any twelve-month period; and
- (d) the total number of Shares issuable to Insiders under this Plan, within any one-year period and at any time under this Plan, together with Shares reserved for issuance to Insiders within any one-year period and at any time under all of the Company's other Share Compensation Arrangements, shall not exceed ten percent (10%) of the issued and outstanding Shares.

### **3.7 Award Agreements**

All grants of Awards under this Plan will be evidenced by an Award Agreement signed by the Company and the Participant. Award Agreements will be subject to the applicable provisions of this Plan and will contain such provisions as are required by this Plan and any other provisions that the Board may direct. Any one Officer of the Company is authorized and empowered to execute and deliver, for and on behalf of the Company, an Award Agreement to each Participant granted an Award pursuant to this Plan.

### **3.8 Non-transferability of Awards**

No assignment or transfer of Awards other than by will or by the laws of descent and distribution vests any interest or right in such Awards whatsoever in any assignee or transferee except if such assignment or transfer is made in a manner consistent with the Exchange policies and applicable tax and Securities Laws. Immediately upon any assignment or transfer, or any attempt to make the same, such Awards will terminate and be of no further force or effect. If any Participant has transferred Awards to a corporation pursuant to this Section 3.8, such Awards will terminate and be of no further force or effect if at any time the transferor should cease to own all of the issued shares of such corporation.

### **3.9 Awards Granted under this Plan**

Any Award granted under this Plan before the Effective Date are deemed to be subject to the terms in effect at the time of the grant of the Award, notwithstanding any subsequent amendment to this Plan. For the purposes of determining the number of Shares issuable under this Plan, Shares subject to Awards granted as of the Effective Date, shall be included in the total number of Shares issuable.



## **ARTICLE 4: GRANT OF AWARDS**

### **4.1 Grant of Awards**

The Board may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Board may prescribe, grant RSUs to any Participant and may grant PSUs to any Participant, other than a Director.

### **4.2 Terms of Awards**

The Board shall have the authority to condition the grant of Awards upon the attainment of specified Performance Criteria, continued employment for a specific period of time, or such other factors (which may vary as between Awards) as the Board may determine in its sole discretion. The Expiry Date of any Award shall be set as no later than 5 years after the Date of Grant.

### **4.3 Vesting of Awards**

Provided that no Award shall vest earlier than one year after the Date of Grant, the Board shall have the authority to determine, in its sole discretion at the time of the grant of RSUs or PSUs the duration of the vesting period and, in the case of PSUs, the Performance Criteria and Performance Period, and any other vesting terms applicable to the Award. The Vesting Date of a Restricted Share Unit shall be the date or dates specified in the Award Agreement. The Vesting Date of a Performance Share Unit shall be the date that the Board determines that the Performance Criteria and other vesting terms applicable to the Award set forth in the Award Agreement are satisfied. On and after the Vesting Date, an Award, adjusted, in the case of PSUs, by the Adjustment Factor, is a "**Vested Award**". The Company shall give notice in writing to a Participant of the vesting of a Performance Share Unit within a reasonable period of time, not to exceed the earlier of 30 days after the Vesting Date and two days prior to the Expiry Date.

### **4.4 Crediting of Awards**

The Company shall maintain an Award Account for each Participant participating in the Plan. The Company shall record in each Participant's Award Account the number of RSUs or PSUs notionally credited to such Participant from time to time. If the Board approves a dollar amount of RSUs or PSUs to be granted to a Participant, the number of Awards to be notionally credited to such Participant's Award Account shall be computed by dividing (a) the Award Value, by (b) the Market Price of a Share on the day immediately preceding the Date of Grant, with fractions rounded down to the nearest whole number.

### **4.5 Redemption Date Notice**

Participants may elect at any time to redeem Vested Awards on any date or dates after the date the Awards become Vested Awards and on or before the Expiry Date (the "**Redemption Date**").

### **4.6 Redemption of Awards**

The Company shall redeem the Vested Awards elected to be redeemed by the Participant on the earlier of the elected Redemption Date and the date set out in Article 5, by issuing and delivering to the Participant the number of Shares equal to one Share for each whole Vested Award elected to be redeemed. The Shares shall be issued within ten (10) Business Days of the Redemption Date. As a condition to the redemption of Vested Awards and subject to Section 8.3, the Participant will make such arrangements as required for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with the redemption. The Company does not assume



responsibility for the personal income tax liability or other tax consequences for the Participants and they are advised to consult with their own tax advisors.

#### **4.7 Effect of Redemption of Awards**

A Participant shall have no further rights respecting any Vested Award which has been redeemed in accordance with the Plan.

#### **4.8 Termination of Awards**

A Participant shall have no obligation to redeem an Award. If a Participant does not elect a Redemption Date in respect of an Award, the Award shall be cancelled as of 12:01 a.m. Pacific Time on the Expiry Date and the Participant shall have no further rights in respect of the Award.

#### **4.9 Termination of Awards**

For purposes of determining the number of Shares that remain available for issuance under the Plan, the number of Shares underlying any Awards that are surrendered, forfeited, waived and/or cancelled shall be added back to the Plan and again be available for future grant, whereas the number of Shares underlying any Awards that are issued upon exercise of Awards shall not be available for future Award granted under this Plan.

### **ARTICLE 5: TERMINATION OF EMPLOYMENT OR SERVICES**

#### **5.1 Death or Disability**

If a Participant dies or becomes Disabled while an Employee, Director, Officer or Consultant:

- (a) all of the Participant's unvested Awards shall immediately vest; for PSUs, the Adjustment Factor will be deemed to be 1.0;
- (b) such Participant's eligibility to receive further grants of Awards under the Plan ceases as of the date of Disability or death;
- (c) the Board may, in its discretion, waive the requirement for a Redemption Notice and the Participant or the Participant's estate or legal representative shall be entitled to redeem an Award at any time before the Expiry Date of the Award and one year after the Participant's death or Disability, the Shares to which the Participant is or was entitled to receive; and
- (d) an Award which is not redeemed within one year after a Participant dies or becomes disabled shall be terminated and the Participant or the Participant's estate or legal representatives shall have no further rights in respect of the Award.

#### **5.2 Termination of Employment or Services**

- (a) Where a Participant's employment or term of office or engagement with the Company or an Affiliate terminates by reason of the Participant's death or Disability, then the provisions of Section 5.1 will apply.
- (b) Unless otherwise determined by the Board and set forth in an Award Agreement, where a Participant's employment or term of office or engagement terminates by reason of a Participant's resignation or, in the case of a Consultant, by reason of the termination of the Consultant's engagement in accordance with the terms of such engagement, then any Awards held by the Participant that are not Vested Awards at the Termination Date are immediately forfeited to the



Company on the Termination Date. Vested Awards must be redeemed at the earlier of the Expiry Date and 90 days following the Termination Date.

- (c) Unless otherwise determined by the Board and set forth in an Award Agreement, where a Participant's employment or term of office or engagement terminates by reason of termination by the Company or an Affiliate without Cause in the case of an Employee, without breach of a Director's fiduciary duties or without breach of contract by a Consultant, as applicable (in each case as determined by the Board in its sole discretion) (whether such termination occurs with or without any adequate notice or reasonable notice, or with or without any adequate compensation in lieu of such notice), then any Awards held by the Participant that are not Vested Awards at the Termination Date are immediately forfeited to the Company on the Termination Date. Vested Awards must be redeemed at the earlier of the Expiry Date and 90 days following the Termination Date.
- (d) Where an Employee or a Consultant's employment or engagement is terminated by the Company or an Affiliate for Cause (as determined by the Board in its sole discretion), or, in the case of a Consultant, for breach of contract (as determined by the Board in its sole discretion), then any Awards held by the Participant at the Termination Date (whether or not Vested Awards) are immediately forfeited to the Company on the Termination Date.
- (e) Where a Director's term of office is terminated by the Company for breach by the Director of his or her fiduciary duty to the Company (as determined by the Board in its sole discretion), then any Awards held by the Director at the Termination Date (whether or not Vested Awards) are immediately forfeited to the Company on the Termination Date.
- (f) Where a Director's term of office terminates for any reason other than death or Disability of the Director or a breach by the Director of his or her fiduciary duty to the Company (as determined by the Board in its sole discretion), the Board may, in its sole discretion, at any time prior to or following the Termination Date, provide for the vesting (or lapse of restrictions) of any or all Awards held by a Director on the Termination Date. Vested Awards must be redeemed at the earlier of the Expiry Date and 90 days following the Termination Date.
- (g) The eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Company or an Affiliate, as the case may be, provides the Participant with written notification that the Participant's employment or term of service is terminated, notwithstanding that such date may be prior to the Termination Date.
- (h) Unless the Board, in its sole discretion, otherwise determines, at any time and from time to time, Awards are not affected by a change of employment arrangement within or among the Company or a Subsidiary for so long as the Participant continues to be an Employee of the Company or a Subsidiary, including without limitation a change in the employment arrangement of a Participant whereby such Participant becomes a Director.

### **5.3 Discretion to Permit Acceleration**

Notwithstanding the provisions of Sections 5.1 and 5.2, the Board may, in its discretion, at any time prior to or following the events contemplated in such Sections, permit the acceleration of vesting of any or all Awards, all in the manner and on the terms as may be authorized by the Board and based on an Adjustment Factor determined in the discretion of the Board.



## **ARTICLE 6: CHANGE IN CONTROL**

### **6.1 Change in Control**

The Board shall have the right to determine that any unvested or unearned Awards outstanding immediately prior to the occurrence of a Change in Control shall become fully vested or earned or free of restriction upon the occurrence of such Change in Control and based on an Adjustment Factor determined in the discretion of the Board, for PSU Awards. The Board may also determine that any Vested Awards shall be redeemed as of the date such Change in Control is deemed to have occurred, or as of such other date as the Board may determine prior to the Change in Control and shall so determine in circumstances where the conversion or exchange of the Awards would be for rights or other securities other than Shares.

## **ARTICLE 7: SHARE CAPITAL ADJUSTMENTS**

### **7.1 General**

The existence of any Awards does not affect in any way the right or power of the Company or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the Company's capital structure or its business, or any amalgamation, combination, arrangement, merger or consolidation involving the Company, to create or issue any bonds, debentures, Shares or other securities of the Company or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action referred to in this Section would have an adverse effect on this Plan or on any Award granted hereunder.

Any adjustment to an Award made pursuant to this Article 7, other than as a result of a consolidation or subdivision of the securities of the Company, shall be subject to the prior approval of the Exchange.

### **7.2 Reorganization of Company's Capital**

Should the Company effect a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of a cash dividend), or should any other change be made in the capitalization of the Company that does not constitute a Change in Control and that would warrant the amendment or replacement of any existing Awards in order to adjust the number of Shares that may be acquired on the vesting of outstanding Awards and/or the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Board may choose to adjust the Award of each Participant and the RSUs or PSUs outstanding under the Plan in such manner, if any, as the Board may in its discretion deem appropriate (taking into account any tax consequences to the extent considered relevant by the Board) to preserve the Awards of each Participant and the RSUs outstanding under the Plan shall be adjusted in such manner, if any, as the Board may in its discretion deem appropriate to preserve, proportionally, the interests of Participants under the Plan. Further, the Board may permit the immediate vesting of any unvested Awards and based on an Adjustment Factor determined in the discretion of the Board for any PSU Awards and shall determine that any Vested Awards shall be redeemed concurrent with the vesting of any unvested Awards hereunder in circumstances where such change in the capitalization of the Company would result in the redemption of the Awards resulting in the issuance of securities other than Shares. For greater certainty and notwithstanding any other provision of this Plan, in no event shall a Participant be or become entitled to receive any amount of cash from the Company.



### **7.3 Other Events Affecting the Company**

In the event of an amalgamation, combination, arrangement, merger or other transaction or reorganization involving the Company and occurring by exchange of Shares, by sale or lease of assets or otherwise, that does not constitute a Change in Control and that warrants the amendment or replacement of any existing Awards in order to adjust: (a) the number of Shares that may be acquired on the vesting of outstanding Awards and/or (b) the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Board shall make, subject to the prior approval of the Exchange where required, appropriate provision for the protection of the rights of Participants as the Board in its discretion deems appropriate, which may include: (i) the immediate or conditional vesting of any unvested Awards, (ii) the conditional settlement or redemption of Awards; and (ii) adjustment in the number and kind of Shares or other securities issuable upon exercise of an Award.

### **7.4 Issue by Company of Additional Shares**

Except as expressly provided in this Article 7, neither the issue by the Company of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to the number of Shares that may be acquired as a result of a grant of Awards.

### **7.5 Fractions**

No fractional Shares will be issued pursuant to an Award. Accordingly, if, as a result of any adjustment under Section 7.2, 7.3, or dividend equivalent, a Participant would become entitled to a fractional Share, the Participant has the right to acquire only the adjusted number of full Shares and no payment or other adjustment will be made with respect to the fractional Shares, which shall be disregarded.

## **ARTICLE 8: MISCELLANEOUS PROVISIONS**

### **8.1 Legal Requirement**

The Company is not obligated to grant any Awards, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Board, in its sole discretion, such action would constitute a violation by a Participant, Director or the Company of any provision of any applicable statutory or regulatory enactment of any government or government agency or the requirements of any stock exchange upon which the Shares may then be listed.

### **8.2 Participants' Entitlement**

Except as otherwise provided in this Plan, Awards previously granted under this Plan are not affected by any change in the relationship between, or ownership of, the Company and an Affiliate. For greater certainty, all grants of Awards are not affected by reason only that, at any time, an Affiliate ceases to be an Affiliate.

### **8.3 Withholding Taxes**

Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law ("**Withholding Taxes**"). Participants must follow any procedures and conditions related to Withholding Taxes imposed by the Company.



The granting or vesting of each Award under this Plan is subject to the condition that if at any time the Board determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant or vesting, such action is not effective unless such withholding has been effected to the satisfaction of the Board. In such circumstances, the Board may require that a Participant pay to the Company, by certified cheque, wire transfer or bank draft, such amount as the Company or an Affiliate is obliged to remit to the relevant taxing authority in respect of Withholding Taxes related to the granting or vesting of the Award. Any such additional payment is due no later than the date on which any amount with respect to the Award is required to be remitted to the relevant tax authority by the Company or an Affiliate, as the case may be.

#### **8.4 Rights of Participant**

No Participant has any claim or right to be granted an Award and the granting of any Award is not to be construed as giving a Participant a right to remain as an Employee, Consultant or Director of the Company or an Affiliate.

#### **8.5 No Right as Shareholder**

Neither the Participant nor any representatives of a Participant's estate shall have any rights whatsoever as shareholders in respect of any Shares covered by such Participant's Restricted Share Units or Performance Share Units until the date of issuance of a share certificate to such Participant or representatives of a Participant's estate for such Shares.

#### **8.6 Share Certificates**

All Shares delivered under this Plan pursuant to any Award shall be subject to such stop transfer orders and other restrictions as the Board may deem advisable under this Plan or the rules, regulations, and other requirements of any securities commission, the Exchange, and any applicable securities legislation, regulations, rules, policies or orders, and the Board may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

#### **8.7 Other Incentive Awards**

The Board shall have the right to grant other incentive awards based upon Shares under this Plan to Participants in accordance with applicable laws and regulations and subject to Regulatory Approval, having such terms and conditions as the Board may determine, including without limitation the grant of Shares based upon certain conditions and the grant of securities convertible into Shares.

#### **8.8 Blackout Period**

If an Award expires during, or within ten (10) Business Days after, a trading black-out period imposed by the Company to restrict trades in the Company's securities, then, notwithstanding any other provision of this Plan, the Award shall expire ten (10) Business Days after the trading black-out period is lifted by the Company; provided however that this extension shall not apply if the Company is subject to a cease trade order.

#### **8.9 Termination**

The Board may, without notice or shareholder approval, terminate the Plan on or after the date upon which no Awards remain outstanding.

### **8.10 Amendment**

- (a) Subject to the rules and policies of any stock exchange on which the Shares are listed and applicable law, the Board may, without notice or shareholder approval, at any time or from time to time, amend the Plan for the purposes of:
- (i) making any amendments to the general vesting provisions of each Award;
  - (ii) making any amendments to the provisions set out in Article 5;
  - (iii) making any amendments to add covenants of the Company for the protection of Participants, provided that the Board shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the Participants;
  - (iv) making any amendments not inconsistent with the Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, having in mind the best interests of the Participants, it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a Participant resides, provided that the Board shall be of the opinion that such amendments and modifications will not be prejudicial to the interests of the Participants; or
  - (v) making such changes or corrections which, on the advice of counsel to the Company, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that the Board shall be of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the Participants.
- (b) Subject to Section 6.1, the Board shall not materially adversely alter or impair any rights or increase any obligations with respect to an Award previously granted under the Plan without the consent of the Participant, as the case may be.
- (c) Notwithstanding any other provision of this Plan, none of the following amendments shall be made to this Plan without approval of the Exchange (to the extent the Company has any securities listed on the Exchange) and the approval of shareholders in accordance with the requirements of the Exchange:
- (i) amendments to the Plan which would increase the number of Shares issuable under the Plan, except as otherwise provided pursuant to the provisions in the Plan, including Sections 7.2 and 7.3, which permit the Board to make adjustments in the event of transactions affecting the Company or its capital;
  - (ii) amendments to the Plan which would increase the number of Shares issuable to Insiders, except as otherwise provided pursuant to the provisions in the Plan, including Sections 7.2 and 7.3, which permit the Board to make adjustments in the event of transactions affecting the Company or its capital; and
  - (iii) amendments to this Section 8.10.

### **8.11 Indemnification**

Every member of the Board will at all times be indemnified and saved harmless by the Company from and against all costs, charges and expenses whatsoever including any income tax liability arising from any such indemnification, that such member may sustain or incur by reason of any action, suit or proceeding, taken or threatened against the member, otherwise than by the Company, for or in respect of any act done or omitted by the member in respect of this Plan, such costs, charges and

expenses to include any amount paid to settle such action, suit or proceeding or in satisfaction of any judgment rendered therein.

#### **8.12 Participation in the Plan**

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment or engagement nor a commitment on the part of the Company to ensure the continued employment or engagement of such Participant.

#### **8.13 No Representation or Warranty**

The Company makes no representation or warranty as to the value of any Award granted pursuant to this Plan or as to the future value of any Shares issued pursuant to any Award. The Plan does not provide any guarantee against any loss which may result from fluctuations in the market value of the Shares. The Company does not assume responsibility for the income or other tax consequences for the Participants and Participants are advised to consult with their own tax advisors.

#### **8.14 International Participants**

With respect to Participants who reside or work outside Canada, the Board may, in its sole discretion, amend, or otherwise modify, without shareholder approval, the terms of the Plan or Awards with respect to such Participants in order to conform such terms with the provisions of local law, and the Board may, where appropriate, establish one or more sub-plans to reflect such amended or otherwise modified provisions.

#### **8.15 Governing Law**

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

#### **8.16 Headings**

Headings are given to the Articles and Sections of this Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Plan or any provision thereof.

#### **8.17 Effective Date**

This Plan was amended and restated by the Board on April 26, 2022 and will become effective upon the date it is first approved by the shareholders of the Company.



**SCHEDULE A**  
**Restricted Share Unit Award Agreement**

**[Name of Participant]** (the "Participant")

Pursuant to the Reunion Gold Corporation Performance and Restricted Share Unit Plan effective ● (the "Plan"), and in consideration of services provided the Participant, Reunion Gold Corporation hereby grants to the Participant \_\_\_\_\_ Restricted Share Units under the Plan.

All capitalized terms not defined in this Award Agreement have the meaning set out in the Plan. No cash or other compensation shall at any time be paid in respect of any RSU Awards which have been forfeited or terminated under the Plan or on account of damages relating to any RSU Awards which have been forfeited or terminated under the Plan.

The Vesting Dates for this award are:

[                    ]

The Expiry Date of this award is [                    ].

1. The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Award Agreement and all capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Plan.
2. Each notice relating to this award must be in writing and signed by the Participant or the Participant's legal representative. All notices to Reunion Gold Corporation must be delivered personally or by prepaid registered mail and must be addressed to the Reunion Gold Corporation Corporate Secretary. All notices to the Participant will be addressed to the principal address of the Participant on file with Reunion Gold Corporation Either the Participant or Reunion Gold Corporation may designate a different address by written notice to the other. Any notice given by either the Participant or Reunion Gold Corporation is not binding on the recipient thereof until received.
3. Nothing in the Plan, in this Agreement, or as a result of the grant of an Award to the Participant, will affect Reunion Gold Corporation's right, or that of any Affiliate of Reunion Gold Corporation, to terminate the Participant's employment or term of office or engagement at any time for any reason whatsoever. Upon such termination, the Participant's rights to exercise any Award will be subject to restrictions and time limits, complete details of which are set out in the Plan.

**REUNION GOLD CORPORATION**

By: \_\_\_\_\_ Authorized Signatory

I have read the foregoing Agreement and hereby accept this award in accordance with and subject to the terms and conditions of the Agreement and the Plan. I understand that I may review the complete text of the Plan by contacting the Office of the Corporate Secretary. I agree to be bound by the terms and conditions of the Plan governing this award.

\_\_\_\_\_  
Date Accepted

\_\_\_\_\_  
Signature



**SCHEDULE B**  
**Performance Share Unit Award Agreement**

**[Name of Participant]** (the "Participant")

Pursuant to the Reunion Gold Corporation Performance and Restricted Share Unit Plan effective •(the "Plan") and in consideration of services provided the Participant, Reunion Gold Corporation hereby grants to the Participant \_\_\_\_\_ Performance Share Units under the Plan.

All capitalized terms not defined in this Award Agreement have the meaning set out in the Plan. No cash or other compensation shall at any time be paid in respect of any PSU Awards which have been forfeited or terminated under the Plan or on account of damages relating to any PSU Awards which have been forfeited or terminated under the Plan.

The Adjustment Factor is determined as follows:

**[Set out the Performance Criteria and Adjustment Factor]**

The Adjustment Factor for performance between the numbers set out above is interpolated on a straight-line basis.

The Vesting Date for this award is [     ]. The Performance Period for this award is [     to     ]. The Expiry Date of this award is [     ].

1. The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Award Agreement and all capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Plan.
2. Each notice relating to this award must be in writing and signed by the Participant or the Participant's legal representative. All notices to Reunion Gold Corporation must be delivered personally or by prepaid registered mail and must be addressed to Reunion Gold's Corp.'s Corporate Secretary. All notices to the Participant will be addressed to the principal address of the Participant on file with Reunion Gold Corporation Either the Participant or Reunion Gold Corporation may designate a different address by written notice to the other. Any notice given by either the Participant or Reunion Gold Corporation is not binding on the recipient thereof until received.
3. Nothing in the Plan, in this Agreement, or as a result of the grant of an Award to the Participant, will affect Reunion Gold Corporation's right, or that of any Affiliate, to terminate the Participant's employment or term of office or engagement at any time for any reason whatsoever. Upon such termination, the Participant's rights to exercise any Award will be subject to restrictions and time limits, complete details of which are set out in the Plan.

**REUNION GOLD CORPORATION**

By: \_\_\_\_\_

Authorized Signatory

I have read the foregoing Agreement and hereby accept this award in accordance with and subject to the terms and conditions of the Agreement and the Plan. I understand that I may review the complete text of the Plan by contacting the Office of the Corporate Secretary. I agree to be bound by the terms and conditions of the Plan governing this award.

\_\_\_\_\_  
Date Accepted

\_\_\_\_\_  
Signature



SCHEDULE C

REUNION GOLD CORPORATION PERFORMANCE AND RESTRICTED SHARE UNIT PLAN

REDEMPTION NOTICE

To: Reunion Gold Corporation

Pursuant to the Reunion Gold Corporation Performance and Restricted Share Unit Plan effective ● (the "Plan"), the undersigned hereby elects to redeem:

- \_\_\_\_\_ of the undersigned's vested Performance Share Units; and
- \_\_\_\_\_ of the undersigned's vested Restricted Share Units.

on \_\_\_\_\_.  
[date]

All capitalized terms not defined in this Redemption Notice have the meaning set out in the Plan. No cash or other compensation shall at any time be paid in respect of any Awards which have been forfeited or terminated under the Plan or on account of damages relating to any Awards which have been forfeited or terminated under the Plan.

The undersigned understands and agrees that the granting and redemption of these Awards are subject to the terms and conditions of the Plan which are incorporated into and form a part of this Redemption Notice.

DATED \_\_\_\_\_

\_\_\_\_\_  
Name: