VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 7th day of March, 2023.

BETWEEN:

Pierre-Jean Lafleur

(the "Shareholder")

- and -

CERRADO GOLD INC., a corporation incorporated under the laws of the Province of Ontario

("Cerrado")

WHEREAS the Shareholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (the "**Common Shares**") in the capital of Voyager Metals Inc. ("**Voyager**"), set forth on Schedule "A" attached to this Agreement;

AND WHEREAS the Shareholder is the holder of that number of options to purchase Common Shares (the "**Options**") and/or that number of warrants exercisable for Common Shares (the "**Warrants**") set forth on Schedule "A" attached to this Agreement;

AND WHEREAS Voyager and Cerrado have entered into an arrangement agreement dated the date hereof (the "**Arrangement Agreement**") and propose, subject to the terms and conditions of the Arrangement Agreement, to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the "**Arrangement**");

AND WHEREAS the Shareholder acknowledges that Cerrado would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement. For the purposes of this Agreement:

"Arrangement Resolution" means the Arrangement Resolution, as defined in the Arrangement Agreement.

"Circular" means the Voyager Circular, as defined in the Arrangement Agreement.

"Consideration" means Consideration, as defined in the Arrangement Agreement.

"Effective Date" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"Effective Time" means 12:01 a.m. (Toronto time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

"Meeting" means the Voyager Meeting, as defined in the Arrangement Agreement.

"Subject Shares" means that number of Common Shares set forth on Schedule "A" to this Agreement, being all of the Common Shares owned legally and/or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises control or direction, either directly or indirectly, and shall further include any Common Shares issued upon the exercise by the Shareholder of Options and any Common Shares otherwise acquired by the Shareholder after the date hereof.

"**Subject Options**" means that number of Options set forth on Schedule "A" attached to this Agreement, being all of the Options owned legally and/or beneficially by the Shareholder or over which the Shareholder exercises control or direction, and shall further include any options otherwise acquired by the Shareholder after the date hereof.

"**Subject Securities**" means, collectively, the Subject Shares, the Subject Options, the Subject Warrants and any other securities that are convertible, redeemable or exercisable for Subject Shares or Subject Options.

"Subject Warrants" means that number of Warrants set forth on Schedule "A" attached to this Agreement, being all of the Warrants owned legally and/or beneficially by the Shareholder or over which the Shareholder exercises control or direction, and shall further include any common share purchase warrants otherwise acquired by the Shareholder after the date hereof.

ARTICLE 2 COVENANTS

Section 2.1 General Covenants of the Shareholder

The Shareholder hereby irrevocably and unconditionally covenants and agrees in favour of Cerrado 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 shareholders of Voyager called to vote upon the Arrangement Agreement or the 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 (including by written consent in lieu of a meeting) with respect to the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement is sought, the Shareholder shall cause its Subject Securities (which are able to be voted at such Meeting) to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities (which are able to be voted at such Meeting) in favour of the approval of the Arrangement Resolution, and otherwise in favour of the Arrangement, and in favour of the approval of any other transactions contemplated in the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement. If the Shareholder is the beneficial owner, but not the registered holder, of any of its Subject Securities, the Shareholder agrees to take all actions necessary to cause the registered holder and any nominees to vote all of its Subject Securities in accordance with this Section 2.1(a);

- (b) at any meeting of shareholders of Voyager 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 holders of Common Shares or Options or Warrants is sought (including by written consent in lieu of a meeting), the Shareholder shall cause its Subject Securities (which are able to be voted at such meeting) to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) such Subject Securities against (i) any Acquisition Proposal for Voyager, (ii) any action, agreement, transaction or proposal that would result in a material breach of any representation, warranty, covenant, agreement or other obligation of Voyager in the Arrangement Agreement or of the Shareholder under this Agreement, and/or (iii) any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement. If the Shareholder is the beneficial owner, but not the registered holder, of any of its Subject Securities, the Shareholder agrees to take all actions necessary to cause the registered holder and any nominees to vote all of its Subject Securities in accordance with this Section 2.1(b);
- (c) Subject to Section 5.1, the Shareholder agrees not to, directly or indirectly, through any officer, director, employee, representative, agent or otherwise, and shall not permit any such Person to:
 - make, solicit, assist, initiate, facilitate or knowingly encourage (including by way of furnishing or affording access to information or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries or proposals that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal;
 - (ii) enter into or otherwise engage or participate in any discussions or negotiations with any person (other than Cerrado or any of its affiliates) regarding, or furnish to any person any information or otherwise co-operate with, respond to, assist or participate in, any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal;
 - (iii) approve, accept, endorse or recommend, or propose publicly to accept, approve, endorse or recommend, any publicly disclosed Acquisition Proposal;
 - (iv) withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify support for the transactions contemplated by the Arrangement Agreement;
 - (v) accept or enter into or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, understanding, undertaking or arrangement or other contract in respect of an Acquisition Proposal;
 - (vi) make any public announcement or take any other action inconsistent with the recommendation of the Voyager Board to approve the Arrangement; or

- (vii) take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement;
- (d) the Shareholder agrees not to directly or indirectly, without the prior written consent of Cerrado: (i) sell, transfer, assign, tender, exchange, grant a participation interest in, gift, option, pledge, hypothecate, grant a security interest in, place in trust or otherwise convey, dispose or encumber (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, (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 by proxy, voting agreement or otherwise, with respect to its Subject Securities, other than pursuant to this Agreement, or (iii) otherwise enter into any agreement or arrangement with any person or entity or commit any act that could limit, restrict or affect the Shareholder's legal power, authority, or right to vote any of its Subject Securities or otherwise prevent or disable the Shareholder from performing any of his obligations under this Agreement; provided, however, that the foregoing restrictions shall not prevent the Shareholder from exercising, converting, redeeming or agreeing to cancel its Subject Securities in accordance with their terms or the Arrangement Agreement;
- (e) subject to Section 5.1, the Shareholder shall not take any other action of any kind, directly or indirectly, which would reasonably be expected to materially reduce the success of, or delay or interfere with the completion of the transactions contemplated by the Arrangement Agreement;
- (f) subject to Section 5.1, the Shareholder shall as a holder of Subject Securities cooperate with Voyager and Cerrado to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement;
- (g) promptly notify Cerrado upon any of the Shareholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect, and for the purposes of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof);
- (h) the Shareholder shall not exercise: (i) any rights of appraisal or rights of dissent provided under any Law or otherwise in connection with the Arrangement or the transactions contemplated by the Arrangement Agreement that the Shareholder may have; or (ii) any other shareholder rights or remedies available to the Shareholder, whether arising under statute, at common law or otherwise, to impede, frustrate, nullify, prevent, hinder, delay, upset or challenge the Arrangement; and
- (i) without limiting the generality of Section 5.3, no later than ten (10) Business Days prior to the date of the Meeting: (i) with respect to any Subject Securities that are in registered form, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular and with a copy to Cerrado concurrently with such delivery, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote its Subject Securities (which have a right to be voted at such Meeting), in favour of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement; and (ii) with respect to any Subject Securities that are held beneficially, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set

out in the Circular and with a copy to Cerrado concurrently with such delivery, a duly executed voting instruction form to the intermediary through which the Shareholder holds its beneficial interest in the Shareholder's Subject Securities, instructing that the Shareholder's Subject Securities (which have a right to be voted at such meeting) be voted at the Meeting in favour of the Arrangement Resolution. Such proxy or proxies or voting instructions shall name those individuals as may be designated by Voyager in the Circular and such proxy or proxies or voting instructions shall not be revoked without the written consent of Cerrado or upon termination of this Agreement.

Section 2.2 Shareholder Acknowledgement

The Shareholder hereby acknowledges and agrees that any Subject Shares purchased pursuant to the exercise of Subject Options, Subject Warrants or in the market, by private agreement or otherwise, from the date hereof to the Effective Date shall be deemed to be subject to the terms hereof as Subject Shares.

Section 2.3 Covenants of Cerrado

Cerrado hereby agrees to comply with its obligations under the Arrangement Agreement. Cerrado hereby agrees and confirms to the Shareholder that it shall use its commercially reasonable efforts to complete the Arrangement and cause the Consideration Shares to be made available to pay for the Subject Securities in accordance with and subject to the terms and conditions of the Arrangement Agreement and the Plan of Arrangement. Cerrado hereby covenants and agrees that it shall not, without the prior written consent of the Shareholder: (i) decrease the Consideration payable per Subject Security pursuant to the Arrangement; (ii) change the amount or form of Consideration payable pursuant to the Arrangement (other than to increase the total Consideration per Subject Security or to add additional consideration); (iii) impose additional conditions to completion of the Arrangement; or (iv) otherwise substantively vary the Arrangement or any terms or conditions thereof in a manner that is materially adverse to securityholders of Voyager.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Shareholder

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

- (a) **Incorporation; Capacity; Authorization.** Where the Shareholder is a corporation, it is a corporation duly incorporated, amalgamated or organized, as applicable, and validly existing under the laws of the jurisdiction of its incorporation, organization or formation as applicable, and has all requisite corporate power, capacity and authority and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder. Where the Shareholder 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 its obligations hereunder.
- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Shareholder, and constitutes a legal, valid and binding agreement of the Shareholder 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) **Ownership of Subject Securities.** The Shareholder is the sole registered and/or beneficial owner of the Subject Securities. The Shareholder does not directly or indirectly control or direct, or own or have any registered or beneficial interest in, any other Common Shares, Options or Warrants of Voyager other than as set out in Schedule "A". The Shareholder, or any person named in Schedule "A" on behalf of which the Shareholder is entering into this Agreement, is and will be immediately prior to the Effective Time, the registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of any and all liens.
- (d) **No Breach.** The execution and delivery of this Agreement by the Shareholder, the consummation by the Shareholder of the transactions contemplated hereby, and the compliance by the Shareholder with any of the provisions hereof, will not constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which it is a party or by which it is bound, other than as would not be reasonably expected to have a materially adverse effect on the Shareholder's ability to perform its obligations hereunder.
- (e) **No Proceedings.** There are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending, or, to the knowledge of the Shareholder, threatened against the Shareholder that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to perform its obligations hereunder. The Shareholder is not subject to any outstanding judgment, order, writ, injunction or decree that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to perform its obligations hereunder.
- (f) **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.
- (g) **Voting.** The Shareholder has the sole and exclusive right to enter into this Agreement and to vote the Subject Securities (which are able to be voted) as contemplated herein. Other than pursuant to this Agreement, none of the Subject Securities is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **Consents.** Subject to compliance with any approval or Laws contemplated by the Arrangement Agreement, no consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Shareholder in connection with the execution, delivery or performance of this Agreement.

Section 3.2 Representations and Warranties of Cerrado

Cerrado hereby represents and warrants to the Shareholder, acknowledging that the Shareholder is relying upon such representations and warranties in entering into this Agreement:

(a) **Incorporation; Capacity; Authorization.** Cerrado is a corporation duly incorporated and validly existing under the laws of the Province of Ontario 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) **Authorization.** The execution, delivery and performance of this Agreement by Cerrado has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by Cerrado and constitutes a legal, valid and binding agreement of Cerrado 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.
- (d) **No Breach**. The execution and delivery of this Agreement by Cerrado, the consummation by Cerrado of the transactions contemplated hereby, and the compliance by Cerrado with any of the provisions hereof, will not constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which it is a party or by which it is bound, other than as would not be reasonably expected to have a material adverse effect on Cerrado's abilities to perform its obligations hereunder.

ARTICLE 4 TERMINATION

Section 4.1 Termination

This Agreement may be terminated:

- (a) at any time upon the written agreement of Cerrado and the Shareholder;
- (b) by the Shareholder: (i) if any of the representations and warranties of Cerrado in this Agreement shall not be true and correct in all material respects; (ii) Cerrado shall not have complied with its covenants to the Shareholder contained in this Agreement; or (iii) if Cerrado, without the prior written consent of the Shareholder, varies the terms of the Arrangement Agreement in a manner that is materially adverse to the Shareholder; or
- (c) by Cerrado if: (i) any of the representations and warranties of the Shareholder in this Agreement shall not be true and correct in all material respects; or (ii) the Shareholder shall not have complied with its covenants to Cerrado contained in this Agreement.

Section 4.2 Automatic Termination

This Agreement shall automatically terminate on the earliest to occur of any of the following:

- (a) the Effective Time; or
- (b) the date and time that the Arrangement Agreement is terminated in accordance with its terms.

Section 4.3 Effect of Termination

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 any other party (or any shareholder, director, officer, employee, agent, consultant or representative of such party) and the Shareholder shall be entitled to

withdraw any form of proxy, voting instruction form or power of attorney which it may have given with respect of the Subject Securities; provided that neither the termination of this Agreement nor anything contained in Article 4 will relieve any party from any liability for any breach by it of this Agreement.

ARTICLE 5 GENERAL

Section 5.1 Fiduciary Obligations

Cerrado agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a securityholder of Voyager and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers or principal shareholders in his or her capacity as a director or officer of Voyager or any of the subsidiaries of Voyager. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any party from properly fulfilling his or her fiduciary duties as a director or officer of Voyager.

Section 5.2 Further Assurances

Each of the Shareholder and Cerrado 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 5.3 Disclosure

Each of the Shareholder and Cerrado hereby consents to the disclosure of the substance of this Agreement in any press release or any circular relating to the Meeting and the filing of a copy thereof by Voyager at <u>www.sedar.com</u>.

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, the Shareholder shall make no public announcement or statement with respect to this Agreement without the prior written approval of Cerrado, which shall not be unreasonably withheld or delayed. The Shareholder agrees to consult with Cerrado, prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

Section 5.4 Time of the Essence

Time is of the essence in this Agreement.

Section 5.5 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of Ontario.

Section 5.6 Entire Agreement

This Agreement, including the schedules hereto and the provisions of the Arrangement Agreement incorporated herein by reference, or that are for the benefit of a party pursuant to the Arrangement Agreement, constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Section 5.7 Independent Legal Advice

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

Section 5.8 Amendments

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

Section 5.9 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. 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 5.10 Assignment

This Agreement becomes effective only when executed by the Shareholder and Cerrado. After that time, it will be binding upon and enure to the benefit of the Shareholder and Cerrado and their respective successors and permitted assigns. 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; provided that Cerrado may assign this Agreement to a wholly-owned subsidiary of Cerrado, without reducing its own obligations hereunder, without the prior written consent of the Shareholder.

Section 5.11 Survival

If this Agreement is terminated, this Agreement shall become void and of no further force or effect without liability of any party (or any shareholder, director, officer, employee, agent, consultant or representative of such party) to any other party to this Agreement.

Section 5.12 Notices

Any notice or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to Cerrado, addressed as follows:

Cerrado Gold Inc. 200 Bay Street, Suite 3205 Toronto, Ontario M5J 2J2 Attention: Carl Calandra

Email: <u>ccalandra@cerradogold.com</u>

With a copy to:

WeirFoulds LLP 66 Wellington St W., Suite 4100 Toronto, Ontario M5K 1B7 Attention: Conor Dooley Email: cdooley@weirfoulds.com

(b) to the Shareholder, as set forth on the signature page to this Agreement.

Any such notice or other communication shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by electronic mail be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 4:00 p.m. (Toronto time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day.

Section 5.13 Specific Performance and other Equitable Rights

The parties agree that irreparable harm may 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 the parties shall be entitled to seek interim, interlocutory and permanent injunctive relief, 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 without the proof of actual damages and without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the parties may be entitled at law or in equity.

Section 5.14 Expenses

All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 5.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by electronic copy) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy 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.

CERRADO GOLD INC. By:

(signed) "Mark Brennan"

Authorized Signing Officer

Signature page to Voting and Support Agreement

<u>Pierre-Jean Lafleur</u> (Print Name of Shareholder)

(signed) "Pierre-Jean Lafleur"

(Signature of Shareholder or Authorized Signatory)

[Redacted – Personal Information] (Place of Residency)

<u>VP, Exploration</u> (Print Name and Title)

Address: [Redacted – Personal Information]

Telephone: [Redacted – Personal Information]

Email: [Redacted – Personal Information]

Schedule "A"

Security	Number
Common Shares	300,000
Options	400,000