



REASONS FOR THE ARRANGEMENT AGREEMENT

In the course of their evaluation of the Arrangement, the Special Committee and the Board consulted with the Company's legal counsel, the Special Committee's and the Company's respective financial advisors, and the Company's senior management, and considered a number of factors including, among others, the following:

- ***All Cash Consideration Provides Certainty of Value and Immediate Liquidity.*** The all-cash Consideration to be received by the Shareholders pursuant to the Arrangement, which is not subject to any financing condition, allows the Shareholders to crystalize an attractive premium for all their Shares, providing certainty of value and liquidity for their investment, while removing the volatility associated with owning securities of the Company as an independent, publicly-traded company as well as the risks and uncertainties and longer potential timeline for realizing value from the Company's strategic plan or other possible strategic alternatives.
- ***Significant Premium to Market Price.*** The Consideration to be received by Shareholders represents a premium of approximately: (i) 39% to the closing share price on the TSX on October 30, 2025, the last trading day prior to the announcement of the Arrangement; and (ii) 26% to the 20-day volume weighted average share price on the TSX ending October 30, 2025.
- ***Extensive Strategic Review Process Conducted.*** The Arrangement reflects the outcome of an extensive period of strategic engagement with industry participants. For more than a year, the Company, with the assistance of its financial and legal advisors, conducted a strategic review process whereby thirty parties were contacted. As part of the strategic review process, inbound indications of interest were assessed, diligence information provided under confidentiality agreements and negotiations were held with several parties. This process enabled the Board and the Special Committee to evaluate available alternatives and ultimately determine that the Arrangement was in the best interests of Shareholders and the Company.
- ***Limited Other Available Alternatives.*** The Special Committee and the Board's belief that the Arrangement is an attractive proposition for the Shareholders relative to the status quo and other alternatives reasonably available to the Company, taking into account the current and anticipated opportunities, and risks and uncertainties associated with the Company's business, affairs, operations, industry and prospects, including the execution risks associated with its standalone strategic plan, the Company's competitive position, the current and anticipated macroeconomic and political environment, and the current



and anticipated risks with Canadian equity markets and the gold mining sector. There is no assurance that the continued operation of the Company under its current business model and pursuit of its future business plan would yield equivalent or greater value for all Shareholders compared to that available under the Arrangement.

- ***Support of Largest Shareholder, Directors & Officers for the Arrangement.*** Eldorado, as well as all directors and certain senior officers of the Company, have entered into the Voting and Support Agreements pursuant to which such Shareholders have agreed to vote all Shares held by them in favour of the Arrangement. Collectively, such Shareholders represented approximately 12% of the outstanding Shares as of the Record Date.
 - ***Credibility of the Parent to Complete the Arrangement.*** The Purchaser's obligations under the Arrangement Agreement are unconditionally guaranteed by the Parent, who has demonstrated a commitment to complete the transactions contemplated by the Arrangement. The Special Committee and the Board believe that the Purchaser will have, upon satisfaction of the closing conditions to the Arrangement, the financial capability to consummate the Arrangement. As mentioned above, the Arrangement is not subject to any financing condition, and the Parent and the Purchaser have represented that the Parent has, and the Purchaser will have, at the Effective Time, sufficient funds available to satisfy the aggregate Consideration payable by the Purchaser pursuant to the Arrangement Agreement and the Plan of Arrangement.
 - ***Receipt of Fairness Opinions.*** The Board received the Canaccord Genuity Fairness Opinion and the Special Committee received the CIBC Fairness Opinion, each of which concluded that, based upon and subject to the assumptions, limitations and qualifications set out therein, that the Consideration to be received by the Shareholders pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders.
 - ***Negotiated Arrangement Agreement Terms.*** The Arrangement Agreement is the result of a comprehensive and robust negotiation process undertaken at arm's length with the oversight and participation of the Special Committee, which was comprised solely of independent directors and advised by highly qualified legal and financial advisors, resulting in terms and conditions that are reasonable in the judgment of the Special Committee and the Board, including customary "fiduciary out" rights that would enable the Company to respond to, and enter into a Superior Proposal in certain circumstances.
- Ability to Respond to Superior Proposals.*** Subject to compliance with the terms of the Arrangement Agreement, the Board, in certain circumstances until the Shareholder Approval is obtained, is able to consider, accept and enter into a definitive agreement with respect to an unsolicited Acquisition Proposal that constitutes a Superior Proposal. In the



event that a Superior Proposal is made and not matched by the Purchaser, the Arrangement Agreement may be terminated by the Company subject to the payment to the Parent of the Termination Fee in the amount of \$31 million.

- ***Appropriate Deal Protections with Reasonable Break Fee.*** In the view of the Special Committee and the Board, after receiving legal and financial advice, the Termination Fee, the Purchaser's right to match a Superior Proposal and other deal protection measures contained in the Arrangement Agreement are appropriate for a transaction of this nature and have been negotiated at arm's length. The Termination Fee, which is payable by the Company if the Arrangement Agreement is terminated under certain customary circumstances, is reasonable in the context of similar fees that have been negotiated in other transactions and should not preclude a third party from making an Acquisition Proposal. The Voting and Support Agreements automatically terminate upon, among other circumstances, the Company entering into a definitive agreement with respect to a Superior Proposal.
- ***Limited Conditionality to Closing.*** The Arrangement Agreement is subject to only a limited number of customary closing conditions and is not subject to any due diligence or financing condition. Accordingly, the Special Committee and the Board, after receiving legal and financial advice, believe there is reasonable certainty of completion of the Arrangement.
- ***Limited Restrictions on the Business.*** The Special Committee considered that the restrictions under the Arrangement Agreement on the Company's business until the Arrangement is completed or the Arrangement Agreement is terminated in accordance with its terms are reasonable and are not expected to impair or materially affect the Company's business during such period.
- ***Shareholder Approval Thresholds and Court Approval.*** The Arrangement will become effective only if it receives the affirmative approval of not less than (i) two-thirds of the votes cast thereon by Shareholders present in person or represented by proxy at the Company Meeting, and (ii) a simple majority of the votes cast thereon by Shareholders present in person or represented by proxy at the Company Meeting, excluding the votes attached to Shares held by David Palmer, Jamie Sokalsky and Dennis Peterson in accordance with MI 61-101. The Arrangement must also be approved by the Court, which will consider, among other things, the fairness and reasonableness of the Arrangement for the Shareholders.



- ***Dissent Rights.*** Registered and beneficial Shareholders as of the Record Date who are registered Shareholders by 5:00 p.m. (Toronto time) on January 9, 2026, or, if the Company Meeting is adjourned or postponed, by not later than 5:00 p.m. (Toronto time) on the date that is two (2) Business Days immediately preceding the date on which the adjourned or postponed Company Meeting is reconvened or convened, as applicable, may exercise Dissent Rights and receive fair value for their Shares as determined by the Court, subject to strict compliance with all requirements applicable to the exercise of such Dissent Rights.