

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 30th day of March, 2026.

BETWEEN:

Hamblin Watsa Investment Counsel Ltd. ("**HWIC**") in its capacity as investment manager on behalf of those entities listed in Schedule "A" attached hereto

(collectively, the "**Shareholders**" and each a "**Shareholder**")

- and -

Eldorado Gold Corporation, a corporation existing under the *Canada Business Corporations Act*

(the "**Acquiror**", and together with the Shareholder the "**Parties**")

WHEREAS each Shareholder was, as of the close of business on March 3, 2026, the registered and/or beneficial owner of such number of issued and outstanding common shares (the "**Common Shares**") and non-voting shares ("**Non-Voting Shares**" and, collectively with the Common Shares, the "**Company Shares**") in the capital of Foran Mining Corporation (the "**Company**") as is set forth on Schedule "A" attached to this Agreement (the "**Subject Securities**");

AND WHEREAS the Company and Acquiror have entered into an arrangement agreement (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 each Shareholder wishes to provide confirmation to the Acquiror that it will support the Arrangement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the Parties 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.

ARTICLE 2 COVENANTS

Section 2.1 General Covenants of the Shareholders

Each Shareholder, on a several and not joint basis, hereby covenants and agrees in favour of the Acquiror 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 securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Shareholder forms part) called to vote upon the Arrangement 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 or the transactions contemplated by the Arrangement Agreement is sought, the Shareholder shall cause its Subject Securities that have a right to be voted at such meeting (or in any such separate vote): (i) to be counted as present for purposes of establishing quorum; and (ii) to be voted in favour of the approval of the Arrangement 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 within its control necessary to cause the registered holder and any nominees to cause all of its Subject Securities to be counted and voted in accordance with this Section 2.1(a);
- (b) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Shareholder forms part) 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, holders of Non-Voting Shares or other securities of the Company is sought (including by written consent in lieu of a meeting), the Shareholder shall cause its Subject Securities that have a right to be voted at such meeting (or in any such separate vote): (i) to be counted as present for purposes of establishing quorum; and (ii) to be voted against: (A) any Company Acquisition Proposal; and/or (B) 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 within its control necessary to cause the registered holder and any nominees to cause all of its Subject Securities to be counted and vote in accordance with this Section 2.1(b);
- (c) the Shareholder shall not, directly or indirectly:
 - (i) make, solicit, knowingly assist, initiate, knowingly encourage or knowingly facilitate (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) the initiation of any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to a Company Acquisition Proposal;
 - (ii) initiate or otherwise engage or participate in any discussions or negotiations with any person (other than the Acquiror or any of its affiliates) regarding, or furnish to any person any information or otherwise cooperate with, respond to, assist or participate in, any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to, a Company Acquisition Proposal;

- (iii) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Company Acquisition Proposal; or
 - (iv) 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 a Company Acquisition Proposal;
- (d) the Shareholder hereby revokes any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement;
- (e) the Shareholder shall not, directly or indirectly: (i) 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 as contemplated by this Agreement; (ii) otherwise enter into any agreement or arrangement with any person or entity that would reasonably be expected to 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 its obligations under this Agreement (it being understood that the foregoing shall not apply to the extent that any of the votes cast by the Shareholder are excluded to the extent required pursuant to applicable Laws or any order of the Court); or (iii) requisition or join in the requisition of any meeting of the Company Shareholders for the purpose of considering any resolution related to any Company Acquisition Proposal and/or any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement; provided, however, that the foregoing restrictions shall not prevent the Shareholder from: (x) exercising, converting, redeeming or agreeing to cancel its Subject Securities in accordance with their terms or the Arrangement Agreement and the Arrangement; or (y) effecting a Transfer of its Subject Securities to one or more corporations, family trusts, registered retirement savings plan accounts or other entity directly or indirectly owned or controlled by, or under common control with, the Shareholder, provided that prior to any such Transfer, such entity executes an agreement in favour of the Acquiror in substantially the same form as this Agreement;
- (f) the Shareholder shall promptly notify the Acquiror upon becoming aware that any of the Shareholder's representations or warranties contained in this Agreement have become 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);
- (g) the Shareholder shall not exercise: (i) any rights of appraisal or rights of dissent provided under any applicable Law or otherwise in connection with the Arrangement or the transactions contemplated by the Arrangement Agreement considered at the Company Meeting, 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

- (h) no later than five Business Days prior to the date of the Company 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 Company Circular, 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 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 Company Circular, 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 Company Meeting in favour of the Arrangement and such proxy or proxies or voting instructions shall name those individuals as may be designated by the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn, modified or invalidated without the prior written consent of the Acquiror notwithstanding any statutory or other rights or otherwise which the Shareholder might have unless this Agreement is terminated in accordance with its terms.

Section 2.2 Shareholder Acknowledgement

Each Shareholder hereby acknowledges and agrees that any Common Shares acquired pursuant to the conversion of Non-Voting Shares 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 Securities.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Shareholder

Each Shareholder, on a several and not joint basis, hereby represents and warrants to the Acquiror as follows, and acknowledges that the Acquiror is relying upon such representations and warranties in entering into this Agreement and the Arrangement Agreement:

- (a) **Incorporation; Capacity; Authorization.** Where the Shareholder is a corporation or other entity, it is a corporation or other entity 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 power, capacity and authority 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 similar 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 was the sole registered and/or beneficial owner of the Subject Securities as of the close of business on March 3, 2026. As of the close of business on March 3, 2026, the Shareholder did not directly or indirectly control or direct, or own or have any registered or beneficial interest in, any other Company Shares or other securities of the Company other than as set out in Schedule "A".
- (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 material 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 before any Governmental Authority, or, to the knowledge of the Shareholder, threatened against the Shareholder that, individually or in the aggregate, could reasonably be expected to have a material 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 a material 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 (or cause to be voted) the Subject Securities as contemplated herein.
- (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 Authority 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 the Acquiror

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

- (a) **Incorporation; Capacity; Authorization.** The Acquiror is a corporation validly existing under the Laws of the jurisdiction of its incorporation and has all requisite power, capacity and authority and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by the Acquiror has been duly authorized and no other internal proceedings on its part is necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Acquiror and constitutes a legal, valid and binding agreement of the Acquiror enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other similar 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.** Neither the execution and delivery of this Agreement or the Arrangement Agreement by the Acquiror, the consummation by the Acquiror of the transactions contemplated hereby or thereby, and the compliance by the Acquiror with any of the provisions hereof or thereof, 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 the Acquiror's abilities to perform its obligations hereunder or thereunder.
- (e) **No Proceedings.** There are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending before any Governmental Authority, or, to the knowledge of the Acquiror, threatened against the Acquiror that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on the Acquiror's ability to perform its obligations hereunder. The Acquiror is not subject to any outstanding judgment, order, writ, injunction or decree that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on the Acquiror's ability to perform its obligations hereunder.

ARTICLE 4 TERMINATION

Section 4.1 Termination

- (a) This Agreement may be terminated:
 - (i) at any time upon the mutual written agreement of the Acquiror and the Shareholders;
 - (ii) by notice in writing from the Acquiror to the Shareholders if: (A) a Shareholder breaches or is in default of any of the covenants or obligations of such Shareholder under this Agreement; or (B) any of the representations or

warranties of a Shareholder under this Agreement shall have been at the date hereof, or subsequently become, untrue or incorrect in any material respect; provided in each case that the Acquiror has notified the Shareholders in writing of any of the foregoing events and the same has not been cured by the Shareholders within 10 Business Days of the date of such notice was received by the Shareholder;

- (iii) by notice in writing from the Shareholders to the Acquiror if: (A) the Acquiror breaches or is in default of any of the covenants or obligations of the Acquiror under this Agreement; or (B) any of the representations or warranties of the Acquiror under this Agreement shall have been at the date hereof, or subsequently become, untrue or incorrect in any material respect; provided in each case that the Shareholders have notified the Acquiror in writing of any of the foregoing events and the same has not been cured by the Acquiror within 10 Business Days of the date of such notice was received by the Acquiror;
 - (iv) by notice in writing from the Acquiror or the Shareholders to the other party hereto if the Effective Date has not occurred by the Outside Date (as may be extended pursuant to the Arrangement Agreement); or
 - (v) by notice in writing from the Shareholders to the Acquiror if, without the Shareholders' prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), the Arrangement Agreement or Plan of Arrangement is amended in any manner (other than an amendment that is purely of an administrative nature).
- (b) This Agreement shall automatically terminate on the earlier to occur of: (i) the Effective Time; and (ii) the termination of the Arrangement Agreement in accordance with its terms.

Section 4.2 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 each 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 Further Assurances

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

Section 5.2 Disclosure

If required by applicable Securities Laws and regulations, each Shareholder and the Acquiror each hereby consents to the disclosure of the substance of this Agreement in any press release or any circular relating to the Company Meeting (including the Company Circular) and the filing of a copy thereof by the Company and the Acquiror on SEDAR+ at www.sedarplus.ca, with confidential and/or personal information to be redacted in the filed version of this Agreement.

Except as set forth above or as required by applicable Laws or regulations or by any Governmental Authority or in accordance with the requirements of any stock exchange, each Shareholder shall make no public announcement or statement with respect to this Agreement without the approval of the Acquiror, which shall not be unreasonably withheld or delayed. Each Shareholder agrees to consult with the Acquiror prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

Section 5.3 Time of the Essence

Time is of the essence in this Agreement.

Section 5.4 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the Laws of the Province of British Columbia and the federal 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 British Columbia.

Section 5.5 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 5.6 Independent Legal Advice

Each 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 5.7 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 5.8 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 5.9 Assignment

This Agreement becomes effective only when executed by the Shareholders (including by Hamblin Watsa Investment Counsel Ltd., the investment manager on behalf of each Shareholder) and the Acquiror. After that time, it will be binding upon and enure to the benefit of the Shareholders and the Acquiror 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.

Section 5.10 No Third Party Beneficiaries

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

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 and may be given by email or hand delivery and shall be addressed:

- (a) to the Acquiror, addressed as follows:

Eldorado Gold Corporation
550 Burrard Street, 11th Floor
Vancouver, British Columbia V6C 2B5

Attention: Frank Herbert
Email: **[Redacted: Email address]**

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

Blake, Cassels & Graydon LLP
Suite 3500, 1133 Melville Street
Vancouver, British Columbia V6E 4E5

Attention: Jeffrey R. Lloyd
Email: **[Redacted: Email address]**

- (b) to the Shareholders, as set forth on the signature page to this Agreement with
a copy (which will not constitute notice) to:

Torys LLP
#3300, 79 Wellington Street West,
Toronto, Ontario, M5K 1N2

Attention: Janan Paskaran
Email: *[Redacted: Email address]*

Any demand, notice or other communication given by electronic mail will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Section 5.13 Specific Performance and other Equitable Rights

The parties agree that irreparable harm would occur for which money 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 injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement 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.

ELDORADO GOLD CORPORATION

By: /s/ "George Burns"
Authorized Signing Officer

**HAMBLIN WATSA INVESTMENT
COUNSEL LTD.**, in its capacity as
investment manager on behalf of those
entities listed in Schedule "A"

/s/ "Peter Clarke"
(Signature of Shareholder or
Authorized Signatory)

Peter Clarke, Chief Risk Officer
(Print Name and Title)

Hamblin Watsa Investment Counsel
Ltd.

Address: 95 Wellington Street West – Suite 802
Toronto, Ontario, Canada M5J 2N7
Attention: Reno Giancola, Equities

Telephone: ***[Redacted: Telephone number]***

Email: ***[Redacted: Email address]***

Schedule "A"

[Redacted: Commercially sensitive information]