

INVESTOR RIGHTS AGREEMENT

G MINING VENTURES CORP.

and

ELDORADO GOLD CORPORATION

October 27, 2021

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INVESTOR RIGHTS AGREEMENT

THIS AGREEMENT made the 27 day of October, 2021,

BETWEEN:

ELDORADO GOLD CORPORATION,
a corporation existing under the laws of Canada,

(the "**Investor**"),

- and -

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

(the "**Corporation**").

WHEREAS the Corporation and the Investor have entered into a Share Purchase Agreement dated August 8, 2021 (the "**Share Purchase Agreement**") pursuant to which, among other things, the Corporation has agreed to purchase from two wholly-owned subsidiaries of the Investor all of the shares of Brazauro Recursos Minerais SA ("**Brazauro**") upon and subject to the terms and conditions set forth in the Share Purchase Agreement;

AND WHEREAS a portion of the consideration paid for the shares of Brazauro under the Share Purchase Agreement includes the issuance and delivery of a fixed number of common shares in the capital of the Corporation to the Investor, which, as of the Closing Date (as defined in the Share Purchase Agreement), represents 19.9% of the issued and outstanding common shares of the Corporation;

AND WHEREAS in connection with, and as a condition to, the consummation of the transactions contemplated by the Share Purchase Agreement, the Parties hereto desire to enter into this Agreement to govern certain of their rights, duties and obligations.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Defined Terms

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**Act**" means the *Canada Business Corporations Act*;

"**Affiliate**" has the meaning ascribed to such term in the Act, as in effect on the date of this Agreement;

"**Applicable Securities Laws**" means, collectively, all applicable securities laws of each of the Reporting Jurisdictions and the respective rules and regulations under such laws together with applicable published instruments, notices and orders of the securities regulatory authorities in the Reporting Jurisdictions, and the rules and policies of the Exchange and any other market or marketplace on which securities of the Corporation are traded, listed or quoted;

"**Board**" means the board of directors of the Corporation;

"**Bought Deal**" means a fully underwritten public offering on a bought deal basis pursuant to which an underwriter or a group of underwriters have committed to purchase securities of the Corporation pursuant to a "bought deal" letter prior to the filing of a prospectus or prospectus supplement;

"**Business Day**" means any day, other than (a) a Saturday, Sunday or statutory holiday in the Provinces of British Columbia, Ontario or Quebec, and (b) a day on which banks are generally closed in the Provinces of British Columbia, Ontario or Quebec;

"**Change of Control Transaction**" shall mean any proposed transaction (including, but not limited to, any acquisition, merger, arrangement, amalgamation, other business combination, joint venture, or equity or other financing or issuance of common shares, options or other equity-based compensation (other than pursuant to existing convertible securities or contracts)) involving or that would involve (a) any Person beneficially or legal owning directly or indirectly, securities of the Corporation representing fifty percent (50%) or more of the total voting power represented by the Corporation's then outstanding voting securities; (b) the consummation of the sale or disposition by the Company of all or substantially all of the Corporation's assets; (c) any such transaction other than a transaction whereby the voting securities of the Corporation outstanding immediately prior to such transaction would continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Corporation following such transaction; or (d) a change in the composition of the board of directors of the Corporation, as a result of which, following such transaction, the directors on the board of directors prior to such directors would not represent a majority of the directors on the board of directors of the Corporation following such transaction;

"**Common Shares**" means the common shares in the capital of the Corporation issued and outstanding from time to time and includes any common shares that may be issued hereafter;

"**Dilutive Event**" shall have the meaning set out in Section 2.5;

"**Exchange**" means the TSX Venture Exchange or such other principal stock exchange(s) on which the Common Shares are listed;

"Exercise Notice" shall have the meaning set out in Section 2.3;

"Governmental Entity" means any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency, or other regulatory authority, including any securities regulatory authorities and stock exchange;

"Issuance" shall have the meaning set out in Section 2.1(a);

"Make Whole Event" shall have the meaning set out in Section 2.5;

"Notice Period" shall have the meaning set out in Section 2.3;

"Offered Securities" any equity or voting securities, or securities convertible into equity or voting securities, including warrants, options and any convertible debt, of the Corporation;

"Offering" shall have the meaning set out in Section 2.1(a);

"Offering Notice" shall have the meaning set out in Section 2.1(a);

"Participation Right" shall have the meaning set out in Section 2.2;

"Person" means and includes any individual, corporation, limited partnership, general partnership, joint stock corporation, limited liability corporation, joint venture, association, corporation, trust, bank, trust corporation, pension fund, business trust or other organization, whether or not a legal entity and any Governmental Entity;

"Qualifying Securities" means any Common Shares held, directly or indirectly, by the Investor;

"Registration Expenses" means all out-of-pocket expenses incident to the parties' performance of, or compliance with, this Agreement in connection with a distribution or sale of Common Shares or Offered Securities by the Corporation to the public by means of a prospectus under Applicable Securities Laws, including all registration and filing fees, all fees and expenses of complying with Applicable Securities Laws, all printing expenses, all internal expenses, all "road show" and marketing expenses, all listing fees, all registrars' and transfer agents' fees, the fees and disbursements of counsel for the Corporation and of the Corporation's independent public accountants, including the expenses of any special audits and/or "comfort" letters required by or incidental to such performance and compliance, but excluding Selling Expenses;

"Reporting Jurisdictions" means any of the provinces and territories of Canada, as applicable;

"Securities Regulatory Authorities" means, collectively, the securities regulatory authority in each of the provinces and territories of Canada;

“**Selling Expenses**” means all underwriting commissions, discounts or brokers’ commissions incurred in connection with a distribution of Common Shares or Offered Securities; and

“**Share Purchase Agreement**” has the meaning set out in the recitals hereto.

1.2 Rules of Construction

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- (a) the terms "Agreement", "this Agreement", "the Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to an "Article" or "Section" followed by a number or letter refer to the specified Article or Section to this Agreement;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;
- (e) the word "including" is deemed to mean "including without limitation";
- (f) the terms "party" and "the parties" refer to a party or the parties to this Agreement;
- (g) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time;
- (h) any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;
- (i) all dollar amounts refer to Canadian dollars;
- (j) all references to a percentage ownership of shares shall be calculated on a non-diluted basis;
- (k) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
- (l) whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

1.3 Entire Agreement

This Agreement, the Share Purchase Agreement and the confidentiality agreement between the Corporation and the Investor made originally as of January 25, 2021 and amended and restated as of July 20, 2021, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in the aforesaid agreements.

1.4 Governing Law and Submission to Jurisdiction

(a) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable in that province.

(b) Each of the parties irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

1.5 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

ARTICLE 2 PARTICIPATION RIGHT

2.1 Notice of Issuances

(a) Subject to Section 2.5, if the Corporation proposes to issue (the "**Issuance**") any Offered Securities pursuant to an equity financing (public offering or a private placement) (an "**Offering**") at any time after the date hereof, then the Corporation will, as soon as possible after the public announcement of the Issuance, but in any event on the date on which the Corporation files a preliminary prospectus, registration statement or other offering document in connection with an Issuance that constitutes a public offering of Offered Securities and at least ten (10) Business Days prior to the expected completion date of the Issuance, or in the case of a public Offering that is a Bought Deal, and then as soon as possible after the Corporation is seriously

considering such a Bought Deal offering or is in advanced discussions with underwriter(s) in connection thereto, but in any event on the date on which the Corporation files a preliminary prospectus, registration statement or other offering document in connection with an Issuance that constitutes a public offering of Offered Securities and at least five (5) Business Days prior to the expected completion date of the Issuance, give written notice of the Issuance (the "**Offering Notice**") to the Investor including, to the extent known by the Corporation, full particulars of the Offering, including the number of Offered Securities, the rights, privileges, restrictions, terms and conditions of the Offered Securities, the price per Offered Security to be issued under the Offering, the expected use of proceeds of the Offering, the expected closing date of the Offering, and a calculation to determine the number of Offered Securities the Investor may subscribe for pursuant to this Article 2, which shall, for greater certainty, shall provide details of any Dilutive Events that have occurred, together with any term sheet or other document to be utilized by the Corporation in connection with the Offering.

2.2 Grant of Participation Right

The Corporation agrees that, subject to Section 2.5, the Investor (directly or through an Affiliate) has the right (the "**Participation Right**") upon receipt of an Offering Notice, to subscribe for and to be issued as part of an Offering at the subscription price per Offered Security pursuant to the Offering and otherwise on substantially the terms and conditions of the Offering:

(a) in the case of an Offering of Common Shares, up to such number of Common Shares that will allow the Investor, directly or indirectly, to maintain a percentage ownership interest in the outstanding Common Shares following the Offering that is the greater of (i) 19.9%, and (ii) the same as the percentage ownership interest that it had immediately prior to completion of such Offering; and

(b) in the case of an Offering of Offered Securities (other than Common Shares), up to such number of Offered Securities that will (assuming conversion, exercise or exchange of all of the convertible, exercisable or exchangeable Offered Securities issued in connection with the Offering and issuable pursuant to this Section 2.2 but otherwise on a non-diluted basis) allow the Investor, directly or indirectly, to maintain a percentage equity ownership interest in the Corporation following the Offering that is the greater of (i) 19.9%, and (ii) the same as the percentage equity ownership interest that it had immediately prior to the completion of the Offering.

2.3 Exercise Notice

If the Investor wishes to exercise the Participation Right, the Investor shall give written notice to the Corporation (the "**Exercise Notice**") of its intention to exercise such right and of the number of Offered Securities the Investor wishes to purchase, within five (5) Business Days after the date of receipt of an Offering Notice, or in the case of a public offering that is a Bought Deal, within two (2) Business Days of receipt of an Offering Notice (the "**Notice Period**"), failing which the Investor will not be entitled to exercise the Participation Right in respect of such Offering, or Issuance. If the Investor elects, or is deemed to have elected, not to exercise its Participation Right in respect of an Offering, or Issuance, then the Corporation may complete the

Offering without participation of the Investor; *provided that* the completion of such Offering be upon the same terms and conditions as those set out in the Offering Notice provided to the Investor by the Corporation and *provided that* if the Corporation has not completed the Offering within 90 Business Days of the expiry of the Notice Period, the Corporation shall not thereafter proceed with such Offering without providing the Investor with another opportunity to exercise its Participation Right in respect of such Offering.

2.4 Issuance of Participation Right Offered Securities

(a) If the Corporation receives an Exercise Notice from the Investor within the Notice Period, then the Corporation shall, subject to the receipt and continued effectiveness of all required approvals (including the approval(s) of the Exchange and any required approvals under Applicable Securities Laws and, if applicable, any shareholder approval), which approvals the Corporation shall use all commercially reasonable efforts to promptly obtain (including by applying for any necessary price protection confirmations, seeking shareholder approval (if required) in the manner described below, and shall use its commercially reasonable efforts to cause management and each member of the Board to vote their Common Shares and all votes received by proxy in favour of the issuance of the Offered Securities to the Investor), issue to the Investor, against payment of the subscription price payable in respect thereof and concurrently with the completion of the Offering, that number of Common Shares or other Offered Securities, as applicable, set forth in the Exercise Notice.

(b) If the Corporation is required by the Exchange to seek shareholder approval for the issuance of the Offered Securities to the Investor, then the Corporation shall call and hold a meeting of its shareholders to consider the issuance of the Offered Securities to the Investor as soon as reasonably practicable, and in any event such meeting shall be held within ninety (90) days after the date that the Corporation is advised that shareholder approval is required, and shall recommend approval of the issuance of the Offered Securities and shall solicit proxies in support thereof. The Corporation will be entitled to complete an Offering in tranches, such that the Corporation may issue Offered Securities to non-Investor subscribers prior to fulfilling conditions imposed upon the issuance of Offered Securities to Investor (including shareholder approvals imposed by the Exchange).

2.5 Issuances Not Subject to Participation Rights

Notwithstanding anything to the contrary contained herein, Sections 2.1 to 2.4 inclusive will not apply to any Issuances (a) for compensatory purposes to directors, officers, employees of or consultants to the Corporation and its Affiliates pursuant to a security compensation plan of the Corporation that complies with the requirements of the Exchange, (b) pursuant to the exercise of existing convertible securities of the Corporation that have been issued or granted as of the date hereof or the exercise of convertible securities granted to arms-length third parties solely as compensation for services rendered to support equity financings of the Corporation, (c) arising in connection with, or pursuant to, any transaction whereby the Corporation issues Offered Securities for non-cash consideration, including a plan of arrangement, merger, business combination, take-over bid (including under a shareholder rights plan), or other acquisition of a third party or assets of a third party, (d) pursuant to any Issuance, other than pursuant to an Offering that provides the Investor with the Participation Right, (e) pursuant to any Issuance with respect to an Offering whereby the Corporation receives an Exercise Notice from

the Investor within the Notice Period but the Investor is not issued all of the number of Common Shares or other Offered Securities as set forth in the Exercise Notice due to the required approvals (including any approval(s) of the Exchange and any required approvals under Applicable Securities Laws and any shareholder approval) not being obtained to permit such issuance to the Investor, provided, however, that if the Investor was issued a portion of the number of Common Shares or other Offered Securities as set forth in the Exercise Notice, only the portion of the Issuance that the Investor was not entitled to exercise its Participation Right and be issued Common Shares or other Offered Shares shall be considered an Dilutive Event, or (f) arising in connection with any rights offering, stock split, stock dividend or recapitalization by the Corporation in which all shareholders or recipients are affected equally (each such issuance of securities pursuant to paragraph (a), (b), (c), (d) and (e) hereof being referred to as a "**Dilutive Event**"), *provided that*, notwithstanding anything else to the contrary in this Agreement, for the purposes of calculating the holdings or the percentage ownership interest of the Investor for the exercise of any right contemplated by this Article 2, and for the purposes of calculating the percentage ownership interest that it had immediately prior to completion of any Offering if required this Article 2, any decrease in the Investor's holdings or the percentage ownership interest in Common Shares that occurs as a result of a Dilutive Event shall not be taken into account unless and until the Corporation completes an Issuance pursuant to an Offering following such Dilutive Event whereby the Investor is entitled to exercise its Participation Right to acquire that number of Common Shares as would be required to result in the Investor, directly or indirectly, maintaining a percentage ownership interest in the outstanding Common Shares (on a non-diluted basis) following such Offering that is the greater of (i) 19.9%, and (ii) the same as the percentage ownership interest that it had immediately prior to completion of such Offering without taking into account any Dilutive Events that occurred since a Make Whole Event (a "**Make Whole Event**").

ARTICLE 3 **REGISTRATION RIGHTS**

3.1 Piggyback Registration Rights

(a) If the Corporation proposes to make a distribution or sale of Common Shares (or any other Offered Securities) by the Corporation to the public by means of a prospectus under Applicable Securities Laws, other than by way of a Bought Deal, then the Corporation shall promptly give the Investor ten (10) Business Days' prior written notice of such distribution or sale, including proposed pricing. Upon the written request of the Investor given within five (5) Business Days after receipt of the notice of the proposed distribution from the Corporation, the Corporation shall use commercially reasonable efforts to, in conjunction with the proposed distribution or sale, cause to be qualified in such offering the applicable number of Qualifying Securities in accordance with the procedures set forth in Schedule A to this Agreement (a "**Piggyback Registration**"), provided that if the lead underwriter or underwriters of such proposed distribution or sale, acting in good faith, advise the Corporation in writing that, in its or their good faith judgment, the inclusion of the Common Shares held by the Investor in the proposed distribution or sale should be limited (a) due to market conditions, or (b) because the number of Common Shares proposed to be sold or distributed is likely to have a significant adverse effect on the successful marketing of the proposed sale or distribution (including the price acceptable to the Corporation), then the maximum number of Qualifying Securities that the lead underwriter advises or lead underwriters advise should be sold or distributed shall be allocated as follows: (i) first, to the number of

Common Shares that the Corporation proposes to sell or distribute; and (ii) second, subject to the preceding sentence, to the number of Qualifying Securities, if any, that may be accommodated in such sale or distribution.

(b) If the proposed sale or distribution is not completed within one hundred and eighty (180) days of a notice of a Piggyback Registration, the related notice of a Piggyback Registration delivered to the Investor hereunder shall be deemed to be withdrawn and the Corporation shall again be required to comply with the procedures set out in this Section 3.1 with respect to any proposed sale or distribution of Common Shares (or any other Offered Securities) by the Corporation to the public by means of a prospectus under Applicable Securities Laws.

(c) If the Corporation is proposing to make a distribution or sale of Common Shares (or any other Offered Securities) by the Corporation to the public by means of a prospectus under Applicable Securities Laws by way of a Bought Deal, then the Corporation shall give such notice to the Corporation, including anticipated pricing, as early as practicable (but not less than five (5) Business Days) prior to the launch or public announcement of such Bought Deal. The Investor shall have two (2) Business Days from the date the Corporation advises it of such proposed Bought Deal to notify the Corporation of the number of Qualifying Securities that the Investor requests to be included in such Bought Deal. The Corporation shall use commercially reasonable efforts to include such Qualifying Securities in any Bought Deal, and, if so included, the procedures set forth in Schedule A to this Agreement shall apply to such Bought Deal; provided that if the lead underwriter or underwriters of such proposed Bought Deal, acting in good faith, advise the Corporation in writing that, in its or their good faith judgment, the inclusion of the Common Shares held by the Investor in the proposed Bought Deal should be limited (a) due to market conditions, or (b) because the number of Common Shares proposed to be distributed is likely to have a significant adverse effect on the successful marketing of the proposed Bought Deal (including the price acceptable to the Corporation), then the maximum number of Common Shares that the lead underwriter advises or lead underwriters advise should be sold or distributed shall be allocated as follows: (i) first, to the number of Common Shares that the Corporation proposes to sell or distribute; and (ii) second, to the number of Qualifying Securities, if any, that may be accommodated in such Bought Deal.

ARTICLE 4

OTHER INVESTOR RIGHTS

4.1 Notice of Proposed Offer

In the event the Corporation or any of its directors, officers or advisors is approached or receives any written proposal or offer with respect to any proposed Change of Control Transaction, the Corporation shall forthwith (and in no event later than 48 hours from the receipt thereof) notify the Investor of the approach, inquiry, offer, request or proposal, including a copy of the proposal, if in writing, and all such details as are available to the Corporation regarding the parties and the proposed terms and conditions.

ARTICLE 5
TRANSFER AND SALE RESTRICTIONS

5.1 **Lock-Up**

Until the earlier of (a) the date that is twenty-four (24) months from the date hereof; and (b) the date the Corporation announces that it made a positive decision to proceed with the construction of the Mine at the Project (each as defined in the Share Purchase Agreement) (the “**Lock-Up Expiration Date**”), without the prior written approval of the Corporation, subject to Sections 5.3(a) and 5.3(b), the Investor agrees not to sell, and to cause its Affiliates not to, sell, transfer, grant an option on, pledge, gift, assign, convey, hypothecate, grant any lien on or otherwise dispose of any right or interest in any of its Common Shares or enter into any agreement or monetization transaction with respect to any of its Common Shares.

5.2 **Post Lock-Up Sale Notice**

If, at any time during the twelve (12) month period following the Lock-Up Expiration Date, the Investor wishes to sell, or cause its Affiliates to sell, a number of its Common Shares which represents more than 5% of the then outstanding Common Shares on a non-diluted basis, whether in a single transaction or through a series of transactions to occur within a period of 30 consecutive days (the “**Sale Shares**”), then, subject to compliance with all Applicable Securities Laws:

- (a) the Investor shall first give written notice to the Corporation (the “**Sale Notice**”), specifying the number of Sale Shares the Investor intends to sell and the minimum cash price which the Investor is prepared to accept (the “**Minimum Price**”);
- (b) for a period of fifteen (15) Business Days after receipt of the Sale Notice (the “**Corporation Placement Period**”), the Corporation shall have the right to seek and arrange for purchasers of the Sale Shares (“**Corporation Arranged Purchasers**”);
- (c) if, prior to the expiry of the Corporation Placement Period, the Corporation Arranged Purchasers have committed to purchase no less than all of the proposed Sale Shares in aggregate at a price per Common Share that is not less than the Minimum Price (and otherwise on customary terms and conditions), then the Investor shall be required to sell all of the Sale Shares to such Corporation Arranged Purchasers;
- (d) if, prior to the expiry of the Corporation Placement Period, the Corporation Arranged Purchasers have committed to purchase a portion of the Sale Shares at a price per Common Share that is not less than the Minimum Price (and otherwise on customary terms and conditions), then the Investor shall be required to sell that portion of the Sale Shares to such Corporation Arranged Purchasers; and
- (e) if Corporation Arranged Purchasers cannot be found to purchase all of the Sale Shares prior to the expiry of the Corporation Placement Period, then the Investor

shall be free to sell any or all of the remaining Sale Shares not otherwise sold to Corporation Arranged Purchases to another buyer. If the Sale Shares have not all been sold within thirty (30) days of the expiry of the Corporation Placement Period, the Investor shall not proceed to sell any Sale Shares not already sold at the expiry of such thirty (30) day period without providing the Corporation with another opportunity to find a Corporation Arranged Purchaser pursuant to this Section 5.2.

5.3 Exceptions

(a) Notwithstanding the foregoing, the Investor has the right at any time to sell or transfer any of its Common Shares to any of its Affiliates, provided that such Affiliate agrees in writing to be bound by the provisions of this Agreement.

(b) Notwithstanding anything to the contrary contained herein, the Investor may, without the consent of the Corporation: (i) transfer, sell or tender any or all of its Common Shares, or enter into an agreement to do any of the foregoing, pursuant to a take-over bid (as defined in the Act) or any Change of Control Transaction, (ii) transfer, sell or tender any or all of its Common Shares pursuant to any arrangement, amalgamation or similar transaction or business combination of the Corporation, (iii) transfer, sell or tender any or all of its Common Shares to the Corporation for purchase and cancellation under any normal course issuer bid or substantial issuer bid of the Corporation in place from time to time, or (iv) transfer any or all of its Common Shares to any nominee or custodian where there is no change in beneficial ownership.

ARTICLE 6 COVENANTS OF THE CORPORATION

6.1 Reporting Issuer Status and Listing of Common Shares

The Corporation shall use commercially reasonable efforts to:

- (a) maintain the Corporation's status as a "reporting issuer" not in default under Applicable Securities Laws in each of the Reporting Jurisdictions; and
- (b) maintain the listing of the Common Shares on the TSX Venture Exchange or the Toronto Stock Exchange,

provided that these covenants shall not restrict or prevent the Corporation from engaging in or completing any transaction which would result in the Corporation ceasing to be a "reporting issuer" or the Common Shares ceasing to be listed on such exchange so long as either (i) the holders of Common Shares receive cash or securities of an entity which is listed on the Toronto Stock Exchange or the TSX Venture Exchange, or (ii) the holders of the Common Shares have approved the transaction.

ARTICLE 7
MISCELLANEOUS

7.1 **Termination**

This Agreement shall terminate and all rights and obligations hereunder shall cease immediately at such time as the Investor ceases to hold 10% or more of the outstanding Common Shares on a non-diluted basis, except as otherwise set out herein, *provided that*, for the purposes of calculating such percentage holdings of the Investor, any decrease in the Investor's percentage holdings in Common Shares that occurs as a result of a Dilutive Event shall not be taken into account unless a Make Whole Event has occurred following such Dilutive Event.

7.2 **Notices**

(a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by fax or e-mail or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(i) in the case of the Investor:

Eldorado Gold Corporation
1188 - 550 Burrard Street
Vancouver, British Columbia
V6C 2B5

Attention: [Redacted: Contact Information]
E-mail: [Redacted: Contact Information]

with a copy to:

Attention: [Redacted: Contact Information]
E-mail: [Redacted: Contact Information]

in the case of the Corporation:

G Mining Ventures Corp.
7900, W. Taschereau Blvd., D Building
Suite 210
Brossard, Québec, Canada J4X 1C2

Attention: [Redacted: Contact Information]

E-mail:

[Redacted: Contact Information]

with a copy to:

Attention: [Redacted: Contact Information]

E-mail: [Redacted: Contact Information]

(b) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. (Toronto time) at the place of receipt, then on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

(c) Either party may at any time change its address for service from time to time by giving notice to the other party in accordance with this Section 7.2.

7.3 Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.4 Assignment

Neither party may assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other party. Notwithstanding the foregoing, the Investor may assign and transfer all of its rights, benefits, duties and obligations under this Agreement in their entirety, without the consent of the Corporation, to a direct or indirect wholly-owned subsidiary of the Investor to whom the Investor sells or transfers its Common Shares, provided that any such assignee shall, prior to any such transfer, agree to be bound by all of the covenants of the Investor contained herein and comply with the provisions of this Agreement, and shall deliver to the Corporation a duly executed undertaking to such effect in form and substance satisfactory to the Corporation, acting reasonably.

7.5 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the parties and their respective successors or heirs, executors, administrators and other legal personal representatives, and permitted assigns.

7.6 Expenses

Except as otherwise expressly provided in this Agreement, each party will pay for its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated herein, including the fees and expenses of legal counsel, financial advisors, accountants, consultants and other professional advisors.

7.7 Further Assurances

Each of the parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

7.8 Right to Injunctive Relief

The parties agree that any breach of the terms of this Agreement by either party would result in immediate and irreparable injury and damage to the other party which could not be adequately compensated by damages. The parties therefore also agree that in the event of any such breach or any anticipated or threatened breach by the defaulting party, the other party shall be entitled to equitable relief, including by way of temporary or permanent injunction or specific performance, without having to prove damages, in addition to any other remedies (including damages) to which such other party may be entitled at law or in equity.

7.9 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, with the same effect as if each party had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

[Signature page to immediately follow this page.]

IN WITNESS WHEREOF this Agreement has been executed by the parties.

ELDORADO GOLD CORPORATION

By: (Signed) "Jason Cho" _____

Name: Jason Cho

Title: Executive Vice President & Chief
Strategy Officer

G MINING VENTURES CORP.

By: (Signed) "Louis-Pierre Gignac" _____

Name: Louis-Pierre Gignac

Title: President and Chief
Executive Officer

SCHEDULE A
Registration Rights Procedures

1. Registration Procedures

Whenever the Corporation is under an obligation pursuant to Article 3 of this Agreement to effect the qualification of Common Shares in connection with a sale or distribution of any Qualifying Securities on behalf of the Investor:

- (a) the Corporation shall prepare and file as expeditiously as commercially reasonable pursuant to Applicable Securities Laws, all documents reasonably necessary, including, if required, a prospectus or short form prospectus and any amendment or supplement thereto, to qualify for distribution the Qualifying Securities and, in so doing, act as expeditiously as is commercially practicable and in good faith to settle all deficiencies and obtain those receipts and clearances and provide those customary undertakings and commitments as may be reasonably required by any applicable Securities Regulatory Authority, all as may be necessary to permit the distribution of the Qualifying Securities in compliance with all Applicable Securities Laws. Notwithstanding the foregoing, in the event the sale or distribution of the Qualifying Securities is to be made pursuant to a Bought Deal in accordance with this Agreement, the Corporation shall attend to such preparations and filings as soon as is commercially practical in the circumstances taking into account the speed and urgency under which Bought Deals are conducted;
- (b) prior to the filing of a prospectus and up to the date of completion of the distribution of the Qualifying Securities, subject to all Applicable Securities Laws, the Corporation shall permit the Investor to review and participate in the preparation of the prospectus and any related offering materials or filings and shall allow the Investor and any underwriters or agents involved to conduct any due diligence investigations reasonably requested;
- (c) during the period from the date of initiation of the distribution of the Qualifying Securities and up to the date of completion of the distribution of the Qualifying Securities, the Corporation shall promptly notify the Investor in writing of:
 - (i) any filing made by the Corporation of information relating to such distribution of the Qualifying Securities with any Securities Regulatory Authority and any correspondence with any Securities Regulatory Authority regarding the distribution of the Qualifying Securities;
 - (ii) any material change within the meaning of Applicable Securities Laws (actual, anticipated, contemplated or threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise), capital or prospects of the Corporation and its subsidiaries, taken as a whole;

- (iii) any material fact within the meaning of Applicable Securities Laws which has arisen or has been discovered and would have been required to have been stated in the prospectus and any related offering materials or filings had the fact arisen or been discovered on, or prior to, the date of such document; and
 - (iv) any change in any material fact within the meaning of Applicable Securities Laws (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in the prospectus or any related offering materials or filings which fact or change is, or may be, of such a nature as to render any statement in any such document misleading or untrue in any material respect or which would result in a misrepresentation within the meaning of Applicable Securities Laws in any such document, or which would result in any such document not complying with Applicable Securities Laws.
- (d) the Corporation and the Investor shall in good faith discuss any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt whether written notice need be given under Section 1(c) of this Schedule A;
- (e) promptly, and in any event within any applicable time limitation, the Corporation shall comply, to the satisfaction of the Investor, not to be unreasonably withheld, with all applicable filings and other requirements under Applicable Securities Laws as a result of a material change, the discovery of a material fact or the change in a material fact referred to under Section 1(c) of this Schedule A, provided that the Corporation shall not file any amendment to the prospectus or other document without first complying with its obligations in Section 1(b) and 1(c) of this Schedule A;
- (f) the Corporation shall furnish to the Investor such number of copies of any preliminary prospectus, prospectus and any supplements or amendments thereto, any documents incorporated by reference in such prospectus and such other documents as the Investor may reasonably request in order to facilitate the distribution of the Qualifying Securities;
- (g) if public offering is contemplated, the Corporation shall execute and perform the obligations under an underwriting agreement or agency agreement, as applicable, in a form reasonably satisfactory to the Investor containing customary representations, warranties and indemnities for the benefit of the Investor, the Corporation and the underwriter(s) or agent(s);
- (h) subject to Applicable Securities Laws, the Corporation shall keep the prospectus effective until the Investor has completed the sale of the Qualifying Securities under the prospectus, but no longer than ninety (90) days from the date of the prospectus,

provided that the Investor uses commercially reasonable efforts to complete such sale as soon as reasonably practicable;

- (i) the Corporation shall take such other customary actions and execute and deliver such other customary documents as may be reasonably necessary to give full effect to the rights of the Investor under this Agreement;
- (j) the Corporation shall use commercially reasonable efforts to prevent the issuance of any cease trading order suspending the use of the prospectus and, if any such order is issued, to obtain the withdrawal of any such order; and
- (k) the Corporation shall use its commercially reasonable efforts to furnish, at the request of the Investor, on the date that such Common Shares are delivered to the underwriters for sale in connection with the distribution of the Qualifying Securities:
 - (i) an opinion, dated such date, of the Corporation's counsel for the purposes of such distribution, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the Investor and the underwriters, if any; and
 - (ii) a letter, dated such date, from the Corporation's auditors, in form and substance as is customarily given by auditors to underwriters in an underwritten public offering, addressed to the Investor and the underwriters, if any.

2. Rights and Obligations of the Investor

The Investor will furnish to the Corporation such information and execute such documents regarding the Qualifying Securities and the intended method of disposition thereof as the Corporation may reasonably request in order to effect the requested qualification for sale or other disposition in accordance with this Agreement and Applicable Securities Laws. If an underwritten public offering is contemplated, the Investor shall execute an underwriting agreement containing customary representations, warranties and indemnities (and contribution covenants) for the benefit of the underwriters and the Corporation; provided that the obligation to indemnify shall be limited in amount to the gross proceeds received by the Investor from the sale of Qualifying Securities pursuant to such distribution. The Investor will have the right to withdraw from a proposed underwritten public offering at any time prior to the signing of the underwriting agreement, without incurring any obligation to the Corporation or any proposed underwriter, except as set forth below.

3. Expenses of Registration

- (a) Subject to Section 3(b) of this Schedule A, all Registration Expenses incurred in respect of a distribution shall be borne by the Corporation, provided that in all cases the Investor shall bear the fees and expenses of its counsel.

- (b) Selling Expenses, if any, shall in all cases be borne by the Corporation and the Investor *pro rata* in respect of the Common Shares being distributed by the Corporation and the Investor, respectively.

4. Indemnification

- (a) The Corporation will indemnify the Investor, each of its officers, employees, directors and agents, with respect to a registration which has been effected pursuant to this Agreement, against all expenses, claims, losses, damages or liabilities (or actions in respect thereof) including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement) of a material fact made by the Corporation contained in any prospectus or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein by the Corporation, or necessary to make the statements therein not misleading in light of the circumstances in which they were made, or any violation or alleged violation by the Corporation of Applicable Securities Laws in connection with any such registration, and the Corporation will reimburse the Investor, each of its officers, employees, directors, and agents, for any reasonable legal and any other expenses incurred in connection with investigating, preparing for or defending any such claim, loss, damage, liability or action, provided that the Corporation will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission or alleged untrue statement or omission in any information relating solely to the Investor or the underwriter, which information has been provided to the Corporation in writing by the Investor or the underwriter; and provided, further, that the Corporation will not be liable with respect to any loss, claim, damage or liability with respect to any person who purchased Qualifying Securities and to whom there was not sent or who was not given a copy of any amended, supplemented or final prospectus, as applicable, with respect to such Qualifying Securities, if (i) such loss, claim, damage or liability results from an untrue statement or an omission or alleged untrue statement or omission contained in any preliminary or other prospectus that was corrected in such amended, supplemented or final prospectus and (ii) the Corporation had previously furnished copies of such amended, supplemented or final prospectus to the Investor or the underwriters for the Corporation.
- (b) The Investor will indemnify the Corporation, each of its officers, employees, directors and agents, with respect to a registration which has been effected pursuant to this Agreement, against all expenses, claims, losses, damages or liabilities (or actions in respect thereof) including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising solely out of or based on any untrue statement (or alleged untrue statement) of a material fact made by the Investor contained in any prospectus or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein by the Investor, or necessary to make the statements therein not misleading in light of the circumstances in which they were made, or any violation or alleged violation by the Investor of Applicable Securities Laws in connection

with any such registration, and the Investor will reimburse the Corporation, each of its officers, employees, directors, and agents, for any reasonable legal and any other expenses incurred in connection with investigating, preparing for or defending any such claim, loss, damage, liability or action, provided that the Investor will not be liable with respect to any loss, claim, damage or liability with respect to any person who purchased Qualifying Securities and to whom there was not sent or who was not given a copy of any amended, supplemented or final prospectus, as applicable, with respect to such Qualifying Securities, if (i) such loss, claim, damage or liability results from an untrue statement or an omission or alleged untrue statement or omission contained in any preliminary or other prospectus that was corrected in such amended, supplemented or final prospectus and (ii) the Corporation had previously furnished copies of such amended, supplemented or final prospectus to the Investor or the underwriters for the Corporation.

- (c) Each party entitled to indemnification under this Section 4 (the “**Specified Indemnified Party**”) will give written notice to the party required to provide indemnification (the “**Specified Indemnifying Party**”) promptly after such Specified Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and will permit the Specified Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Specified Indemnifying Party, who will conduct the defense of such claim or litigation, will be approved by the Specified Indemnified Party (whose approval will not be unreasonably withheld), and the Specified Indemnified Party may participate in such defense at such party’s expense, and provided further that the failure of any Specified Indemnified Party to give notice as provided herein will not relieve the Specified Indemnifying Party of its obligations under this Section 4 unless the failure to give such notice is prejudicial to a Specified Indemnifying Party’s ability to defend such action. A Specified Indemnified Party will have the right to retain its own counsel, with fees and expenses to be paid by the Specified Indemnifying Party, if representation of such Specified Indemnified Party by the counsel retained by the Specified Indemnifying Party would be inappropriate due to actual or potential conflicting interests between such Specified Indemnified Party and any other party represented by such counsel in such proceeding. No Specified Indemnifying Party, in the defense of any such claim or litigation, will, except with the consent of each Specified Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Specified Indemnified Party of a release from all liability in respect to such claim or litigation.
- (d) If the indemnification provided for in this Section 4 is held by a court of competent jurisdiction to be unavailable to a Specified Indemnified Party with respect to any loss, liability, claim, damage, or expense referred to therein, then the Specified Indemnifying Party, in lieu of indemnifying such Specified Indemnified Party hereunder, will contribute to the amount paid or payable by such Specified Indemnified Party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the Specified

Indemnifying Party on the one hand and of the Specified Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations, provided, however, that the liability of the Investor under this Section 4(d) will not exceed the net proceeds from the offering received by the Investor. The relative fault of the Specified Indemnifying Party and of the Specified Indemnified Party will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Specified Indemnifying Party or by the Specified Indemnified Party and the parties' relative intent with respect to, knowledge regarding and opportunity to correct, such information.

- (e) Notwithstanding the foregoing, to the extent that the provisions regarding indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions of the underwriting agreement shall prevail.