QUESTIONS AND ANSWERS ABOUT THE TRANSACTION AND THE MEETING

The following questions and answers address briefly some questions you may have regarding the Arrangement and the Meeting. These questions and answers may not address all questions that may be important to you and are qualified in their entirety by the more detailed information contained elsewhere in this Circular, including the attached Appendices. You are urged to carefully read this entire Circular, including the attached Appendices, and the other documents to which this Circular refers in order for you to understand fully the Arrangement Resolution. All capitalized terms used in the following questions and answers are defined in the Glossary of Terms attached hereto as Appendix "A".

Q: What is the proposed Arrangement?

A: Pursuant to the Arrangement, among other things, Agnico Eagle will acquire all of the issued and outstanding Shares (other than Shares owned by Agnico Eagle and its affiliates and any Dissenting Shareholders) for 0.0401 of an Agnico Share per Share. In addition, Shareholders will receive one CVR for each Share held, with each CVR entitling its holder to up to $3.00 in cash, subject to the satisfaction of the Payment Conditions, prior to the date that is ten years following the Effective Date. The CVR Payment Amount will be payable upon the following milestones being achieved:

(a) $1.00 upon the public announcement by Agnico Eagle of a mineral reserve estimate confirming not less than 5,000,000 ounces of gold in Mineral Reserves on the Acquired Property;

(b) $1.00 upon both of the following conditions having been satisfied: (i) the public announcement by Agnico Eagle that the Acquired Property has reached Commercial Production; and (ii) the public announcement by Agnico Eagle that the number of ounces of gold in Mineral Reserves on the Acquired Property, together with the aggregate number of ounces of gold produced from the Acquired Property as of the date of such public announcement, is not less than 7,500,000 ounces of gold; and

(c) $1.00 upon both of the following conditions having been satisfied: (i) the public announcement by Agnico Eagle that the Acquired Property has reached Commercial Production; and (ii) the public announcement by Agnico Eagle that the number of ounces of gold in Mineral Reserves on the Acquired Property, together with the aggregate number of ounces of gold produced from the Acquired Property as of the date of such public announcement, is not less than 10,000,000 ounces of gold.

Pursuant to the Arrangement, each DSU and RSU outstanding immediately prior to the Effective Time shall be deemed unconditionally vested and exercisable and shall be deemed to be assigned and transferred to the Company in exchange for the number of Shares a DSU Holder or an RSU Holder is entitled to under each DSU and RSU, respectively. Each DSU Holder and RSU Holder will receive, for each Share to be issued in respect of their DSUs or RSUs, as applicable, pursuant to the Plan of Arrangement, the Share Consideration and one CVR, less any applicable withholdings.

Pursuant to the Arrangement, each PSU (whether vested or unvested) outstanding immediately prior to the Effective Time shall be deemed unconditionally vested and exercisable and shall be deemed to be assigned and transferred to the Company in exchange for a number of Shares calculated by multiplying one Share by the applicable PSU Vesting Factor for such PSU and rounding down to the nearest whole number. Each PSU Holder will receive, for each Share to be issued in respect of their PSUs pursuant to the Plan of Arrangement, the Share Consideration and one CVR, less any applicable withholdings.

Pursuant to the Arrangement, each Option (whether vested or unvested) outstanding immediately prior to the Effective Time shall be deemed unconditionally vested and shall be deemed to be exercised by each Optionholder (with Agnico Eagle providing non-interest bearing loans to fund the exercise price (the "**Optionholder Loans**")). Each Optionholder will receive, for each Share to be issued in respect of their Options pursuant to the Plan of Arrangement, the Share Consideration and one CVR, less any applicable withholdings and the repayment of the Optionholder Loan.

For more information, see "*The Arrangement*" and "*Arrangement Agreement*".

Q: What am I being asked to approve at the Meeting?

A: At the Meeting, Securityholders will be asked to consider and, if deemed advisable, to vote **FOR** the Arrangement Resolution, the full text of which is set forth in Appendix "B" to this Circular, to approve the proposed Arrangement. For more information, see "*The Arrangement*" and "*Arrangement Agreement*".

Q: As a Shareholder of the Company, what will I receive as a result of the completion of the Arrangement?

A: Shareholders (other than Agnico Eagle and its affiliates and any Dissenting Shareholders) will receive, for each Share they own, 0.0401 of an Agnico Share. In addition, Shareholders will receive one CVR for each Share held, with each CVR entitling its holder to up to $3.00 in cash, subject to the satisfaction of the Payment Conditions, prior to the date that is ten years following the Effective Date. For more information, see "*The Arrangement*" and "*Procedures for the Surrender of Certificates and Delivery of Consideration*".

Q: How will my Options, DSUs, PSUs, and RSUs be treated under the Arrangement?

A: *DSUs and RSUs*

Pursuant to the Arrangement, each DSU and RSU (whether vested or unvested) outstanding immediately prior to the Effective Time shall be deemed unconditionally vested and exercisable and shall be deemed to be assigned and transferred to the Company in exchange for the number of Shares a DSU Holder or an RSU Holder is entitled to under each DSU and RSU, respectively. Each DSU Holder and RSU Holder will receive, for each Share to be issued in respect of their DSUs or RSUs, as applicable, pursuant to the Plan of Arrangement, the Share Consideration and one CVR, less any applicable withholdings.

See "*The Arrangement – Arrangement Steps*".

PSUs

Pursuant to the Arrangement, each PSU (whether vested or unvested) outstanding immediately prior to the Effective Time shall be deemed unconditionally vested and exercisable and shall be deemed to be assigned and transferred to the Company in exchange for a number of Shares calculated by multiplying one Share by the applicable PSU Vesting Factor for such PSU and rounding down to the nearest whole number. Each PSU Holder will receive, for each Share to be issued in respect of their PSUs pursuant to the Plan of Arrangement, the Share Consideration and one CVR, less any applicable withholdings.

See "*The Arrangement – Arrangement Steps*".

Options

Pursuant to the Arrangement, each Option (whether vested or unvested) outstanding immediately prior to the Effective Time shall be deemed unconditionally vested and shall be deemed to be exercised by each Optionholder (with Agnico Eagle providing Optionholder Loans). Each

Optionholder will receive, for each Share to be issued in respect of their Options pursuant to the Plan of Arrangement, the Share Consideration and one CVR, less any applicable withholdings and the repayment of the Optionholder Loan.

See "*The Arrangement – Arrangement Steps*".

Q: What will happen to the Shares that I currently own after completion of the Arrangement?

A: In connection with the Arrangement, your Shares will be transferred to Agnico Eagle. Following the completion of the Arrangement, the Shares will be de-listed from the TSX and withdrawn from quotation on the OTCQX, and the Company will cease to be a reporting issuer under Canadian Securities Laws. For more information, see "*The Arrangement – Arrangement Steps*" and "*The Arrangement – Stock Exchange De-Listing and Reporting Issuer Status*".

Q: If I am a Shareholder, how do I receive my Consideration under the Arrangement?

A: If the Arrangement Resolution is passed and the Arrangement is implemented, Registered Shareholders must complete and sign the Letter of Transmittal enclosed with this Circular to receive the Consideration for their Shares under the Plan of Arrangement. The Letter of Transmittal, together with the certificate(s) and/or DRS Statement(s) representing the Shares and the other documents required by the instructions set out therein, must be delivered to the Depositary in accordance with the instructions contained in the Letter of Transmittal. Beneficial Shareholders holding Shares that are registered in the name of an Intermediary must contact their broker or other Intermediary to submit their instructions with respect to the Arrangement and to arrange for the surrender of their Shares. These instructions will be forwarded to CDS which will submit the Letter of Transmittal on behalf of all Beneficial Shareholders. See "*Procedures for the Surrender of Certificates and Delivery of Consideration – Letter of Transmittal*".

Q: What is a CVR?

A: The CVRs are a form of contingent consideration entitling each holder thereof the right to receive up to $3.00 in cash for each Share held or issued under the Arrangement, as applicable, with $1.00 being payable for each CVR Payment Condition that is satisfied prior to the Expiry Date.

For additional information on the CVRs, please see "*CVR Agreement*" and "*Risk Factors – Risks Relating to the CVRs*".

Q: How can I transfer my CVRs?

A: The CVRs will be governed by the CVR Agreement and will not be subject to resale restrictions in Canada or the United States (other than restrictions that apply to persons who are, have been within 90 days of the Effective Time, or at the Effective Time become, "affiliates" of Agnico Eagle, as such term is defined in Rule 144 under the U.S. Securities Act).

Agnico Eagle is required to use commercially reasonable efforts to obtain conditional approval for the listing of the CVRs for trading on the TSX by the Effective Time, provided however that Agnico Eagle will not be required to agree to any conditions or restrictions or assume any obligations in connection with obtaining such conditional approval that would, in the sole discretion of Agnico Eagle (acting reasonably), be unduly onerous or burdensome. There can be no assurance that the CVRs will be listed on the TSX following the Effective Date.

Q: How will I receive payment for the CVRs?

A: Assuming the CVR Payment Conditions are met prior to the Expiry Date, the CVR Rights Agent will thereafter mail to the address of the registered holders of the CVRs, a cheque for the CVR

Payment payable to such CVR Holder pursuant to the CVR Agreement in respect of the CVRs held by such CVR Holder. Notwithstanding the foregoing, payments in excess of $25 million will be made by wire transfer.

Q: When do you expect the Arrangement to be completed?

A: If all of the conditions to completion of the Arrangement are satisfied or waived, the Company anticipates that Closing will occur in the second quarter of 2026. For more information, *see* "*Arrangement Agreement – Conditions to the Arrangement*".

Q: Do any of the Directors and executive officers or any other Persons have any interest in the Arrangement that is different than mine?

A: The Directors and executive officers have interests in the Arrangement, including as holders of Shares, Options, DSUs, PSUs and RSUs that may be different from, or in addition to, the interests of Shareholders generally. The Special Committee and the Board were aware of and considered these interests, among other matters, in evaluating and negotiating the Arrangement Agreement and in recommending to Securityholders that they vote **FOR** the Arrangement Resolution. For more information, see "*The Arrangement – Interests of Certain Persons in the Arrangement*".

Q: What happens if the Arrangement is not completed?

A: If the Arrangement is not completed for any reason, Shareholders will not receive consideration for any of their Shares; Options, DSUs, PSUs and RSUs will not be deemed to have vested, will not be deemed to be exercised or exchanged, as applicable, for Shares and holders thereof will not receive any consideration; and the Company will remain a reporting issuer and the Shares will continue to be listed and traded on the TSX and OTCQX. For more information, see "*Arrangement Agreement – Termination of the Arrangement Agreement*", "*Arrangement Agreement – Termination Fee*" and "*Risk Factors – Risks Relating to the Arrangement – Risks of non-completion of the Arrangement*".

Q: Was a Special Committee formed to examine the Arrangement?

A: Yes, in May 2025, prior to any approach by Agnico Eagle, the Board created a committee of independent directors (the "**Special Committee**") to consider certain ad hoc matters, with a mandate to (i) evaluate development scenarios and strategies for the Company's Ikkari Project, and (ii) to conduct valuation and communication planning in the event of an eventual approach by a third party to acquire a controlling interest in the Company. Following the receipt of a proposal from Agnico Eagle, the Special Committee's mandate was updated to give it oversight of considering a potential transaction and related matters. The Special Committee consists of Michael Ouellette (Chair), Gunnar Nilsson, Joanna Pearson and William Washington. For more information, see "*The Arrangement – Background to the Arrangement*".

Q: What was the recommendation of the Special Committee?

A: The Special Committee, after careful consideration and having received advice from its financial and legal advisors and the Formal Valuation and Fairness Opinions, determined it would be in the best interests of the Company to enter into the Arrangement Agreement and that the Arrangement and the transactions contemplated thereby are fair and reasonable to Securityholders (other than Agnico Eagle). Accordingly, the Special Committee recommended that the Board approve the entering into of the Arrangement Agreement and the Arrangement by the Company and recommend that Securityholders vote **FOR** the Arrangement Resolution at the Meeting. For more information, see "*The Arrangement – Recommendation of the Special Committee*" and "*The Arrangement – Reasons for the Recommendations*".

Q: What was the recommendation of the Board and how does the Board recommend I vote?

A: The Board (with Agnico Eagle's nominee director recusing herself), after careful consideration and having received the Special Committee's recommendation and advice from the Company's legal and financial advisors, unanimously determined it would be in the best interests of the Company to enter into the Arrangement Agreement and that the Arrangement and the transactions contemplated thereby are fair and reasonable to Securityholders (other than Agnico Eagle). Accordingly, the Board unanimously approved (with Agnico Eagle's nominee director recusing herself) the entering into of the Arrangement Agreement and the Arrangement by the Company and recommends that Securityholders vote **FOR** the Arrangement Resolution at the Meeting. For more information, see "*The Arrangement – Recommendation of the Special Committee*", "*The Arrangement – Recommendation of the Board*" and "*The Arrangement – Reasons for the Recommendations*".

Q: What were the Special Committee's and Board's reasons for recommending the Arrangement?

A: The Special Committee and the Board based their respective recommendations upon the totality of the information presented to and considered by them in light of their knowledge of the business operations, financial condition and prospects of the Company, after taking into account the advice from their legal counsel and advice from their financial advisors, as well as the advice and input of the Company's management.

The Special Committee and the Board identified a number of factors in respect of their respective recommendations, including the Board's recommendation that Securityholders vote **FOR** the Arrangement Resolution. For more information, see "*The Arrangement – Reasons for the Recommendations*".

In making their recommendations, the Special Committee and the Board also considered potentially negative factors associated with the Arrangement, potential risks and other factors resulting from the Arrangement and the Arrangement Agreement. For more information, see "*The Arrangement – Reasons for the Recommendations*", "*Risk Factors*" *and* "*Information Concerning Agnico Eagle*".

Q: Was there a formal valuation and fairness opinion prepared in relation to the Arrangement?

A: Yes. In accordance with the requirements of MI 61-101, Origin provided the Formal Valuation. The Formal Valuation concluded that subject to the assumptions, qualifications and limitations discussed therein, as of April 17, 2026, the fair market value of the Shares was in the range of $9.00 to $12.50 per Share and the fair market value of the CVRs was in the range of $0.40 to $0.90 per CVR. Origin and BMO each provided a fairness opinion that concluded that subject to the assumptions, qualifications and limitations discussed therein, as of April 17, 2026, the Consideration to be paid to Shareholders pursuant to the Arrangement is fair, from a financial point of view, to Shareholders (other than Agnico Eagle and its affiliates). For more information, see "*The Arrangement – Formal Valuation and Fairness Opinions*".

Q: Are there summaries of the material terms of the agreements relating to the Arrangement?

A: Yes. This Circular includes a summary of the Arrangement Agreement and the terms of the Plan of Arrangement. For more information, see "*Arrangement Agreement*", "*The Arrangement – Arrangement Steps*" and "*Procedures for the Surrender of Certificates and Delivery of Consideration*".

Q: What is the vote requirement to pass the Arrangement Resolution?

A: In order to proceed, the Arrangement must be approved by not less than (i) $66^2/_3$% of the votes cast by Shareholders, voting as a separate class, present in person or represented by proxy and entitled to vote at the Meeting; (ii) $66^2/_3$% of the votes cast by Securityholders, voting as a single class with one vote for each Share, Option, DSU, PSU and RSU held, present in person or represented by proxy and entitled to vote at the Meeting; and (iii) a simple majority of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast by Agnico Eagle and its affiliates. For more information, see "*The Arrangement – Required Securityholder Approval*".

Q: What other approvals are required for the Arrangement?

A: In addition to the Required Securityholder Approval, the Arrangement requires court approval (via the Interim Order and the Final Order). For more information, see "*The Arrangement – Certain Legal and Regulatory Matters*" and "*Arrangement Agreement – Conditions to the Arrangement*".

Q: What are the anticipated Canadian federal income tax consequences to me of the Arrangement?

A: For a summary of certain material Canadian income tax consequences of the Arrangement, see "*Certain Canadian Federal Income Tax Considerations for Shareholders*" in this Circular. Such summary is not intended to be legal or tax advice to any particular Securityholders. Securityholders should consult their own tax and investment advisors with respect to their particular circumstances.

The Arrangement will generally be a taxable transaction for a Shareholder resident in Canada, unless such Shareholder is an Eligible Holder who elects to obtain a full or partial tax-deferred rollover for Canadian income tax purposes (subject to the applicable provisions of the Tax Act and applicable provincial tax law) in respect of the sale of the Eligible Holder's Shares.

The Canadian income tax consequences in respect of the receipt, holding and disposition of the CVRs, including the tax consequences of the receipt of payment pursuant to the CVRs, are not entirely free from doubt. Shareholders should carefully read the information in this Circular under the heading "*Certain Canadian Federal Income Tax Considerations for Shareholders – Holders Resident in Canada*" and are urged to consult their own tax advisors with regard to their own particular circumstances.

The CVRs will not be qualified investments under the Tax Act for a trust governed by a registered retirement savings plan, registered retirement income fund, registered disability savings plan, registered education savings plan, tax free savings account, first home savings account, or a deferred profit sharing plan if they are not listed on the TSX by the Effective Time. Shareholders who hold Shares in such trusts should consult their own tax advisors for advice as to any actions to be taken to avoid such adverse tax consequences, including by selling such Shares prior to the Effective Time if the CVRs will not be listed on the TSX by the Effective Time.

Shareholders should carefully read the information in this Circular under the heading "*Certain Canadian Federal Income Tax Considerations for Shareholders – Holders Resident in Canada – Eligibility for Investment – CVRs*" and are urged to consult their own tax advisors with regard to their own particular circumstances.

Shareholders who are not residents of Canada for purposes of the Tax Act and that do not hold their Shares as "taxable Canadian property" (as defined in the Tax Act) will generally not be subject to tax under the Tax Act on the disposition of their Shares under the Arrangement. See "*Certain*

Canadian Federal Income Tax Considerations for Shareholders – Holders Not Resident in Canada."

Q: What are the anticipated U.S. federal income tax consequences to me of the Arrangement?

A: This Circular contains a summary of certain U.S. federal income tax considerations for certain Shareholders. See "*Certain U.S. Federal Income Tax Considerations*". Such summary is not intended to be legal or tax advice to any particular Shareholder. Shareholders in the U.S. are urged to consult their own tax and investment advisors with respect to their particular circumstances.

Q: Are there risks that I should consider in deciding whether to vote in favour of the Arrangement Resolution?

A: Yes. Securityholders should carefully consider the risk factors relating to the Arrangement. Some of these risks include, but are not limited to: (i) the completion of the Arrangement is uncertain and the Company will incur costs even if the Arrangement is not completed; (ii) there can be no certainty that all conditions precedent to the Arrangement will be satisfied; (iii) executive officers have interests in the Arrangement that may be different from, or in addition to, the interests of Securityholders generally; (iv) the market price of the Shares may be materially adversely affected if the Arrangement is not completed; (v) the Arrangement Agreement may be terminated in certain circumstances; (vi) the Supporting Shareholder Voting Support Agreements and the "force-the-vote" structure may discourage other parties from proposing an alternative transaction; (vii) the Arrangement Agreement provides for restrictions on business outside the ordinary course prior to the Effective Time or termination of the Arrangement Agreement; (viii) the Agnico Shares issued in connection with the Arrangement may have a market value different than expected; (ix) the Company and Agnico Eagle may be the targets of legal claims, securities class action, derivative lawsuits and other claims; (x) CVR Holders may never receive the CVR Payment Amounts; (xi) the CVRs may not be listed on any exchange; and (xii) as a holder of Agnico Shares following completion of the Arrangement, Securityholders will be subject to the risks associated with an investment in Agnico Eagle. See "*Risks Related to the Arrangement*" and "*Information Concerning Agnico Eagle*" in this Circular. For more information, see "*Risk Factors*".

Q: Where and when is the Meeting?

A: The meeting will be held virtually via live audio webcast available online at meetnow.global/MQNJC67 on June 9, 2026 at 10:30 a.m. (Toronto Time), subject to any adjournment or postponement thereof.

Q: Who is soliciting my proxy?

A: Your proxy is being solicited by management of the Company. This Circular is furnished in connection with that solicitation. The solicitation of proxies for the Meeting will be made primarily by mail, but proxies may also be solicited personally, in writing or by telephone by representatives of the Company without special compensation. The Company will bear the cost in respect of the solicitation of proxies for the Meeting and will bear the legal, printing and other costs associated with the preparation of this Circular. In addition, the Company has engaged Laurel Hill Advisory Group ("**Laurel Hill**"), as its proxy solicitation agent, to assist in the solicitation of proxies with respect to the matters to be considered at the Meeting, with the costs thereof being borne by Agnico Eagle pursuant to the terms of the Arrangement Agreement.

If you have questions or need assistance completing your form of proxy or voting instruction form please contact Laurel Hill, by telephone at 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting "INFO" to either number, or by email at assistance@laurelhill.com.

Q: **Who is eligible to vote at the Meeting?**

A: Securityholders as of the close of business (Toronto Time) on May 1, 2026 (the "**Record Date**") are entitled to vote at the Meeting.

Q: **What if I acquire ownership of Securities after the Record Date?**

A: You will not be entitled to vote Securities acquired after the Record Date on the Arrangement Resolution. Only Persons owning Securities as of the Record Date are entitled to vote their Securities on the Arrangement Resolution.

Q: **When is the proxy cut-off?**

A: **The proxy cut-off is at 10:30 a.m. (Toronto Time) on June 5, 2026** (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Meeting is adjourned or postponed).

Q: **How do I vote my proxy?**

A: If you are a Registered Shareholder, Optionholder, DSU Holder, PSU Holder or RSU Holder, whether or not you plan to attend the Meeting, you are requested to complete, sign, date and return to the Transfer Agent the enclosed Form of Proxy. **To be valid, proxies must be deposited with the Transfer Agent at 320 Bay Street, 14th Floor Toronto, Ontario M5H 4A6 no later than 10:30 a.m. (Toronto Time) on June 5, 2026**, being the second last business day preceding the date of the Meeting, and any instruments appointing proxies to be used at any adjournment or postponement of the Meeting must be so deposited at least 48 hours (excluding Saturdays, Sundays and holidays in Vancouver, British Columbia) prior to the time set for such adjournment or postponement of the Meeting. The deadline for the deposit of proxies may be waived by the Chair of the Meeting with the consent of Agnico Eagle, with or without notice.

If you are a Beneficial Shareholder, whether or not you plan to attend the Meeting, you should complete and send the Form of Proxy or VIF, as applicable, in accordance with the instructions provided by your broker or other Intermediary. These instructions include the additional step of registering proxyholders with the Transfer Agent after submitting your Form of Proxy or VIF. Failure to register the proxyholder with our Transfer Agent will result in the proxyholder not receiving an "Invite Code" to participate in the Meeting and only being able to attend as a guest. If you are a Beneficial Shareholder, you should also arrange for your broker or other Intermediary to complete the necessary transmittal documents to ensure that you receive payment for your securities if the Arrangement is completed.

The voting rights attached to the Shares, Options, DSUs, PSUs or RSUs represented by a proxy in the enclosed Form of Proxy will be voted in accordance with the instructions indicated thereon. If no instructions are given, the voting rights attached to such Shares, Options, DSUs, PSUs and/or RSUs will be voted **FOR** the Arrangement Resolution. For more information, see "*Solicitation of Proxies and Voting*", "*Voting Information for Registered Shareholders, Optionholders, DSU Holders, PSU Holders and RSU Holders*" and "*Voting Information for Beneficial Shareholders*".

Q: **Can I appoint someone else to vote my Securities?**

A: Yes. A Securityholder is entitled to appoint some person, other than the Company's nominees who need not be a Securityholder, to attend and act on such Securityholder's behalf at the Meeting and may do so by striking out the printed names and inserting the name of such other person and, if desired, an alternate to such person, in the blank space provided in the Form of Proxy. Such Securityholder should notify the nominee of the appointment, obtain the nominee's consent to act as proxy and should provide voting instructions to the nominee.

Securityholders who wish to appoint a third-party proxyholder to represent them at the Meeting, including Beneficial Shareholders who wish to appoint themselves as proxyholder to attend and vote at the Meeting, must submit their Form of Proxy or VIF, as applicable, prior to registering a proxyholder. Registering a proxyholder is an additional step Securityholders will need to complete after submitting a Form of Proxy or VIF. Failure to register a proxyholder will result in the proxyholder not receiving an Invite Code to participate in the Meeting. **To register a proxyholder, a Securityholder must visit http://www.computershare.com/RupertResources not later than 10:30 a.m. (Toronto Time) on June 5, 2026**, or if the Meeting is adjourned or postponed, not less than 48 hours, excluding Saturdays, Sundays and holidays, prior to such adjourned or postponed Meeting, and provide the Transfer Agent with their proxyholder's contact information so that the Transfer Agent may provide the proxyholder with an Invite Code via email. Without an Invite Code, proxyholders will not be able to participate online at the Meeting.

For more information, see "*Voting Information for Registered Shareholders, Optionholders, DSU Holders, PSU Holders and RSU Holders*", "*Voting Information for Beneficial Shareholders*" and "*Registering a Proxyholder*".

Q: Can I revoke my proxy after I have submitted it?

A: Yes. If you are a Registered Shareholder, Optionholder, DSU Holder, PSU Holder or RSU Holder, you may revoke your proxy at any time prior to the close of voting at the Meeting by doing any of the following:

- completing and signing a proxy bearing a later date and depositing it with the Transfer Agent in accordance with the instructions set out in the Circular **prior to 10:30 a.m. (Toronto Time) on June 5, 2026** (or no later than 48 hours, excluding Saturdays, Sundays and holidays, before any reconvened meeting if the Meeting is adjourned or postponed); or

- depositing an instrument in writing executed by the Registered Shareholder, Optionholder, DSU Holder, PSU Holder or RSU Holder or by such Person's attorney authorized in writing confirming the revocation of the previously submitted proxy:

  - at the registered office of the Company at any time up to and including the last business day preceding the day of the applicable Meeting, or any postponement or adjournment thereof, at which the proxy is to be used, or

  - with the Chair of the Meeting prior to the commencement of such Meeting on the day of such Meeting or any postponement or adjournment thereof, or

- in any other manner permitted by Law.

In addition, if a Registered Shareholder, Optionholder, DSU Holder, PSU Holder or RSU Holder who has submitted a Form of Proxy attends the Meeting via webcast and proceeds with voting at the Meeting, any and all previously submitted proxies will be revoked. If you DO NOT wish to revoke all previously submitted proxies, do not vote at the Meeting.

Only Registered Shareholders, Optionholders, DSU Holders, PSU Holders or RSU Holders shall have the right to revoke a proxy. Beneficial Shareholders who wish to change their vote must make appropriate arrangements with their respective broker, investment dealer, bank, trust company or other Intermediary and may revoke such voting instructions by following the instructions of such broker, investment dealer, bank, trust company or other Intermediary. However, a broker, investment dealer, bank, trust company or other Intermediary may be unable to take any action on the revocation if such revocation is not provided sufficiently in advance of the Meeting or any adjournment or postponement thereof. For more information, see "*Voting Information for*

Registered Shareholders, Optionholders, DSU Holders, PSU Holders and RSU Holders” and “*Voting Information for Beneficial Shareholders*”.

Q: How do I vote if my Shares are held through an Intermediary/broker account?

A: An Intermediary will vote the Shares held by you only if you provide instructions to them on how to vote. Without instructions, your Shares will not be voted. Every Intermediary has its own mailing procedures and provides its own return instruction, which you should carefully follow in order to ensure that your Shares are voted at the Meeting. For more information, see “*Voting Information for Beneficial Shareholders*”.

Q: What if amendments are made to these matters or if other business matters are brought before the Meeting?

A: If you attend the Meeting and are eligible to vote, you may vote on the business matters as you choose.

If you have completed and returned a proxy form, the Persons named in the proxy form will have discretionary authority to vote on amendments or variations to the matters identified in the Notice of Meeting or other matters that may properly come before the Meeting, or any adjournment or postponement thereof. At the date of this Circular, management of the Company is not aware of any such amendments, variations or other matters which are expected to come before the Meeting. However, if any other matter properly comes before the Meeting, the accompanying proxy will be voted on such matter in accordance with the best judgment of the Person voting the proxy, including with respect to any amendments or variations to the matters identified in this Circular.

Q: Am I entitled to dissent rights?

A: Pursuant to the Interim Order, only Shareholders that are: (i) Registered Shareholders or Beneficial Shareholders as at the close of business (Toronto Time) on the Record Date, and (ii) Registered Shareholders as of the time the written objection to the Arrangement Resolution is required to be received by the Company, who duly and validly exercise Dissent Rights in accordance with the dissent procedures set forth in Division 2 of Part 8 of the BCBCA, as modified by the Interim Order, are entitled to Dissent Rights in respect of the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their Shares in accordance with Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order.

If you wish to dissent, you must ensure that a written notice is received by the Company c/o Blake, Cassels & Graydon LLP, 1133 Melville Street, Suite 3500, Vancouver, British Columbia, V6Z 2E1, Attention: Sean Boyle, or by email to sean.boyle@blakes.com not later than 5:00 p.m. (Toronto Time) on June 5, 2026 (or the Business Day which is two Business Days preceding the date that any adjourned or postponed Meeting is reconvened), and must otherwise strictly comply with the dissent procedures, as described in the Circular and otherwise provided for by Division 2 of Part 8 of the BCBCA (as modified by the Plan of Arrangement, the Interim Order and the Final Order), all as described under “*Dissent Rights*”.

Any Dissenting Shareholder is encouraged to seek independent legal advice, as failure to comply strictly with Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order, may result in the loss of all Dissent Rights. Only (i) Registered Shareholders or Beneficial Shareholders as at the close of business (Toronto Time) on the Record Date, and (ii) Registered Shareholders as of the time the written objection to the Arrangement Resolution is required to be received by the Company, are entitled to dissent. A Beneficial Shareholder that wishes to exercise its Dissent Rights must make arrangements for the Shares beneficially owned by such Beneficial Shareholder to be registered in the Shareholder’s name prior to the time the written objection to the Arrangement Resolution is required to be received by the

Company or, alternatively, must make arrangements for the registered holder of such Shares to dissent on the holder's behalf.

For more information, see "*Dissent Rights*".

Q: **How will I know when the Arrangement will be implemented?**

A: The Effective Date will occur upon satisfaction or waiver of all of the conditions to the completion of the Arrangement. If the Required Securityholder Approval is obtained at the Meeting, the Effective Date is expected to occur in the second quarter of 2026. On the Effective Date, Agnico Eagle and the Company will publicly announce that the conditions are satisfied or waived and that the Arrangement has been completed.

Q: **Who can help answer my questions?**

A: **If you have any questions or need assistance in your consideration of the Arrangement or with the completion and delivery of your proxy, please contact the Company's proxy solicitation agent, Laurel Hill, by telephone at 1-877-452-7184 (toll-free in Canada and the United States) or 1-416-304-0211 (International), by texting "INFO" to either number, or by email at assistance@laurelhill.com.**