



**NOTICE OF MEETING  
AND  
MANAGEMENT INFORMATION CIRCULAR  
FOR THE  
ANNUAL GENERAL AND SPECIAL MEETING  
OF SHAREHOLDERS  
OF  
PALISADES GOLDCORP LTD.  
TO BE HELD ON  
WEDNESDAY, AUGUST 27, 2025**

**DATED: JULY 21, 2025**



**July 21, 2025**

Dear Shareholders:

You are cordially invited to attend the annual and special meeting of shareholders of Palisades Goldcorp Ltd. ("**Palisades**", or the "**Company**") to be held at 10:00 A.M. (*Pacific Daylight Time*) on August 27, 2025, at 27th Floor, The Stack, 1133 Melville Street, Vancouver BC, V6E 4E5.

At the meeting, among other items of business, including the annual election of directors, shareholders will be asked to consider and vote on a special resolution to approve a distribution of common shares (currently owned by the Company) of New Found Gold Corp. ("**New Found**"), to the shareholders of the Company (the "**Shareholders**") on a pro-rata basis by way of a share capital reorganization ("**Arrangement**") effected through a statutory plan of arrangement (the "**Plan of Arrangement**") under the *Business Corporations Act* (British Columbia).

Under the terms of the Plan of Arrangement, Palisades will on completion, effectively, transfer and distribute common shares of New Found (the "**New Found Shares**"), the number of which is to be determined by the Board of Directors (the "**Board**") with an anticipate value of approximately \$20 million. Upon completion of the Plan of Arrangement, it is anticipated that Shareholders will own New Found Shares, and each Shareholder will retain its respective interest in Palisades.

In order to become effective, among other things, the special resolution approving the Arrangement (the "**Arrangement Resolution**") must be passed by a majority of no less than two-thirds of the votes cast on the Arrangement Resolution by the Shareholders present in person or by proxy at the virtual Meeting.

Completion of the Plan of Arrangement is also subject to receipt of the approval of the Plan of Arrangement by the British Columbia Supreme Court (the "**Court**") and the TSXV Venture Exchange ("**TSXV**") and other customary closing conditions, all of which are described in more detail in the attached Management Information Circular.

### **Palisades Recommendation**

After taking into consideration, among other things, the terms of the Arrangement, discussions with the Company's advisors, and the requirement for Court and Shareholder approval, the Board has concluded that the Plan of Arrangement is in the best interests of the Company and is fair to the Shareholders, and has approved the Plan of Arrangement and authorized submission of the Arrangement Resolution for approval to the Shareholders and submission of the Plan of Arrangement to the Court for approval. **Accordingly, the Board recommends that the Shareholders vote FOR the Plan of Arrangement.**

The accompanying Notice of Meeting and Management Information Circular contain a detailed description of the Arrangement and include certain other information to assist you in considering the matters to be voted upon. See the section in the accompanying Management Information Circular entitled "*The Arrangement – Reasons for the Arrangement*" for a summary of the principal reasons for the recommendation of the Board.

You are urged to carefully consider all of the information in the accompanying Management Information Circular, including the documents incorporated by reference therein. If you require assistance, you should consult your financial, legal, or other professional advisor.

Your vote is important regardless of the number of shares of Palisades that you own. If you are a registered holder of shares of Palisades, we encourage you to complete, sign, date and return the enclosed form of proxy by no later than 10:00 A.M. (*Pacific Daylight Time*) on August 25, 2025, to ensure that your shares are voted at the meeting in accordance with your instructions, whether or not you are able to attend in person. If you hold your shares through a broker or other intermediary, you should follow the instructions provided by them to vote your shares.

If you are a registered Palisades shareholder who holds your Palisades shares in certificated form, please complete and return the accompanying letter of transmittal ("**Letter of Transmittal**") together with the certificate(s) (if any) representing your Palisades shares and any other required documents and instruments, to Odyssey Trust Company at Suite 702, 67 Yonge Street, Toronto, ON M5E 1J8, Canada, acting as the depositary (the "**Depositary**"), in the accompanying return envelope in accordance with the instructions set out in the Letter of Transmittal so that, if the Arrangement is completed, New Palisades Shares (as hereinafter defined) can be sent to you as soon as possible after the Arrangement becomes effective. The Letter of Transmittal contains other procedural information related to the Plan of Arrangement and should be reviewed carefully. If you hold your Palisades shares beneficially through a broker or other intermediary, please contact them for instructions and assistance in receiving New Palisades Shares in exchange for your Palisades Shares. Assuming that all conditions to completion of the Plan of Arrangement are satisfied, it is anticipated that the Plan of Arrangement will become effective in the third quarter of 2025.

#### **Distribution of New Found Shares**

It is anticipated that the Arrangement will be completed on or about September 22, 2025, or such other date as the Company's Board may determine (the "**Effective Date**"). Notice of the Distribution Record Date and the Effective Date will be provided through one or more news releases.

While certain matters, such as the timing of the receipt of all applicable approvals are beyond the control of the Company, if the Arrangement Resolution is passed by the requisite number of Shareholders at the Meeting, and the other conditions to closing are satisfied, it is anticipated that the Arrangement will be completed and become effective on or about September 22, 2025.

**SHAREHOLDERS ARE CAUTIONED THAT ONLY HOLDERS OF RECORD ON THE DISTRIBUTION RECORD DATE WILL BE ENTITLED TO RECEIVE NEW FOUND SHARES. SHAREHOLDERS WHO SELL THEIR COMMON SHARES BEFORE THE DISTRIBUTION RECORD DATE WILL NOT BE ENTITLED TO RECEIVE NEW FOUND SHARES.**

On behalf of Palisades, we thank all shareholders for their ongoing support.

Yours very truly,

*"Collin Kettell"*

Collin Kettell  
Chief Executive Officer



**Palisades Goldcorp Ltd.**  
1055 West Georgia Street, Suite 2129  
Vancouver, British Columbia, V6E 3P3  
Canada

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**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS  
TO BE HELD ON AUGUST 27, 2025**

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**NOTICE IS HEREBY GIVEN** that the **Annual General and Special Meeting** (the “**Meeting**”) of the holders (“**Shareholders**”) of common shares (“**Palisades Shares**”) of **PALISADES GOLDCORP LTD.** (“**Palisades**” or the “**Company**”) will be held at the **27th Floor, The Stack, 1133 Melville Street, Vancouver BC, V6E 4E5**, on **Wednesday, August 27, 2025, at 10:00 a.m. (Pacific Daylight Time)**, for the following purposes:

1. to receive and consider the audited financial statements of the Company, together with the notes thereto and the auditor’s report thereon, for the financial year ended December 31, 2024;
2. to fix the number of directors to be elected at the Meeting at four (4);
3. to elect directors of the Company to hold office until the next annual meeting of Shareholders;
4. to appoint Deloitte LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and to authorize the directors of the Company to fix the remuneration to be paid to the auditor;
5. to consider, and if deemed advisable, to pass, with or without variation, an ordinary resolution approving the Company’s “10% rolling” stock option plan, dated for reference May 21, 2021, as amended September 23, 2022 (the “**Stock Option Plan Resolution**”), in the form attached as Schedule A to and as more particularly described in the management information circular of the Company July 21, 2025 (the “**Circular**”);
6. subject to the approval of the Stock Option Plan Resolution, to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution of disinterested Shareholders ratifying and approving the previous grant of 2,650,000 conditional stock options on June 6, 2025, at an exercise price of \$1.50 per Share (the “**Conditional Options Resolution**”), under the Company’s stock option plan, as more particularly described in the Circular;
7. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution of disinterested Shareholders, approving the potential creation of Michael Parker as a new Control Person of the Company, as such term is defined in the policies of the TSX Venture Exchange (the “**Creation of New Control Person Resolution**”);
8. to consider and, if deemed advisable, to approve, with or without variation, a special resolution of the Shareholders (the “**Arrangement Resolution**”) approving a statutory plan of arrangement (the “**Plan of Arrangement**”) pursuant to Section 288 of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) as more fully described in the Circular; and
9. to transact such other business as may be properly brought before the Meeting or any adjournment thereof.

The accompanying Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. Shareholders are advised to review the Circular before voting.

Although no other matters are contemplated, the Meeting may also consider the transaction of such other business, and any permitted amendment to or variation of any matter identified in this Notice, as may properly come before the Meeting or any adjournment thereof. Accompanying this Notice and Circular is a (i) form of proxy or voting instruction form – please follow the voting instructions detailed therein, and (ii) financial statements request form.

The board of directors of the Company (the “**Board**”) has fixed the close of business on Monday, July 21, 2025, as the record date (the “**Record Date**”) for determining Shareholders who are entitled to receive notice and to vote at the Meeting. Only Shareholders of record at the close of business on the Record Date will be entitled to vote at the Meeting.

Registered Shareholders unable to attend the Meeting in person and who wish to ensure that their Palisades Shares will be voted at the Meeting are requested to complete, date and sign the enclosed form of proxy, or another suitable form of proxy and deliver it in accordance with the instructions set out in the form of proxy and in the Circular.

**Registered Shareholders who validly dissent in respect of the Arrangement Resolution pursuant to and in the manner set forth in Section 237 to 247 of the BCBCA will be entitled to be paid the fair value of their Palisades Shares. The right of registered Shareholders to dissent is more particularly described in the accompanying Circular under the heading “*The Arrangement – Dissent Rights*”. Failure to strictly comply with the requirements with respect to the dissent rights set forth in the BCBCA (as described in the Interim Order and Plan of Arrangement) may result in the loss of any right to dissent. Persons who are beneficial owners of the Palisades Shares registered in the name of a broker, custodian, nominee or other intermediary and who wish to dissent must make arrangements for the Palisades Shares beneficially owned by them to be registered in their name before the time the written objection to the Arrangement Resolution is required to be received by the Company, or alternatively, make arrangements for the registered holder of their Palisades Shares to dissent on their behalf.**

Non-registered Shareholders who plan to attend the Meeting must follow the instructions set out in the voting instruction form to ensure that their Palisades Shares will be voted at the Meeting. If you hold your Palisades Shares in a brokerage account, you are a non-registered Shareholder.

Shareholders and duly appointed proxyholders are advised that the location of the Meeting has restricted access. To ensure Shareholders and proxyholders are able to access the Meeting location, the Company requests Shareholders and proxyholders planning to attend the Meeting to pre-register. Pre-registration will enable the Company to make the necessary arrangements and provide specific access instructions. To pre-register for attendance, please connect with the Meeting Coordinator via email to [Palisades@keystonecorp.ca](mailto:Palisades@keystonecorp.ca).

**DATED** at Vancouver, British Columbia, this July 21, 2025.

BY ORDER OF THE BOARD

/s/ Collin Kettell

Collin Kettell  
Chief Executive Officer

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## MANAGEMENT INFORMATION CIRCULAR As at July 21, 2025

### SECTION 1 – INTRODUCTION

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This management information circular (the “**Circular**”) accompanies the notice of annual general and special meeting (the “**Notice**”) and is furnished to the holders (the “**Shareholders**” and each, a “**Shareholder**”) of common shares (“**Palisades Shares**”) in the capital of Palisades Goldcorp Ltd. (“**Palisades**” or the “**Company**”) in connection with the solicitation by the management of the Company of proxies to be voted at the annual general and special meeting (the “**Meeting**”) of the Shareholders to be held at **27th Floor, The Stack, 1133 Melville Street, Vancouver BC, V6E 4E5, on Wednesday, August 27, 2025, at 10:00 a.m. (Pacific Daylight Time)**, and any adjournment thereof, for the purposes set forth in the Notice of the Meeting.

#### Attendance

Shareholders and duly appointed proxyholders are advised that the location of the Meeting has restricted access. To ensure Shareholders and proxyholders are able to access the Meeting location, the Company requests Shareholders and proxyholders planning to attend the Meeting to pre-register. Pre-registration will enable the Company to make the necessary arrangements and provide specific access instructions.

To pre-register for attendance, please connect with the Meeting Coordinator via email to [Palisades@keystonecorp.ca](mailto:Palisades@keystonecorp.ca).

#### Date and Currency

The information contained in this Circular is as of **July 21, 2025**. Unless otherwise stated, all amounts herein are in Canadian dollars.

#### Notice-And-Access

The Company is not relying on the “Notice and Access” delivery procedures outlined in National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) to distribute copies of proxy-related materials in connection with the Meeting. However, the Company is electronically delivering proxy-related materials to Shareholders who have requested such delivery method and encourages Shareholders to sign up for electronic delivery (e-Delivery) of all future proxy materials. The proxy materials for the Meeting can be found on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) under the Company’s profile and on the Company’s website at: <https://palisades.ca/>.

The Circular contains details of matters to be considered at the Meeting. **Please review the Circular before voting.**

No person has been authorized to give any information or to make any representation in connection with the matters being considered herein other than those contained in this Circular and, if given or made, such information or representation should not be considered or relied upon as having been authorized. This Circular does not constitute an offer to sell, or a solicitation of an offer to acquire, any securities, or the

solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or permitted or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or proxy solicitation. Neither the delivery of this Circular nor any distribution of securities referred to herein should, under any circumstances, create any implication that there has been no change in the information set forth herein since the date of this Circular.

Information contained in this Circular should not be construed as legal, tax or financial advice and Shareholders are urged to consult their own professional advisors in connection with the matters considered in this Circular.

**THE TRANSACTION AND THE RELATED SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED WITH, RECOMMENDED BY, OR APPROVED OR DISAPPROVED BY THE TSX VENTURE EXCHANGE, THE SECURITIES AUTHORITY OF ANY CANADIAN PROVINCE OR TERRITORY, U.S. STATE OR THE SEC, NOR HAVE ANY OF THEM PASSED UPON THE FAIRNESS OR MERITS OF THE TRANSACTION OR THE ACCURACY OR ADEQUACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

#### **CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS AND RISKS**

This Circular contains "forward-looking information" within the meaning of the applicable Canadian Securities Laws and "**forward-looking statements**" within the meaning of the *United States Private Securities Litigation Reform Act of 1995*, as amended (forward-looking statements and forward-looking information being collectively herein after referred to as "forward-looking statements") that are based on expectations, estimates and projections as at the date of this Circular. These forward-looking statements include but are not limited to statements and information concerning: the Arrangement; the Meeting, the timing (including the anticipated final Court approval date, Distribution Record Date and Effective Date) for the implementation of the Arrangement and the potential benefits of the Arrangement; the likelihood of the Arrangement being completed; principal steps of the Arrangement; the issuance and distribution of the New Palisades Shares as at the Distribution Record Date; the issuance of the New Palisades Shares in exchange for the Palisades Class A Shares as at the Distribution Record Date; and issuance by the Company in exchange for the transfer and distribution to Shareholders of New Found Shares, owned by the Company as at the Distribution Record Date.

Any statements that involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often but not always using phrases such as "expects" or "does not expect", "is expected", "anticipates" or "does not anticipate", "plans", "budget", "scheduled", "forecasts", "estimates", "believes" or "intends" or variations of such words and phrases or stating that certain actions, events or results "may", "could", "would", "might" or "will" be taken to occur or be achieved) are not statements of historical fact and may be forward-looking statements and are intended to identify forward-looking statements, which include statements relating to, among other things, the ability of the Company to continue to successfully compete in the market.

These forward-looking statements are based on the beliefs of the management of the Company, as the case may be, as well as on assumptions which such management believes to be reasonable, based on information currently available at the time such statements were made. However, there can be no assurance that forward-looking statements will prove to be accurate. Such assumptions and factors include, among other things, the satisfaction of the terms and conditions of the Arrangement, including the approval of the Arrangement by Shareholders and the approval of the Arrangement and its fairness by the Court; the receipt of the required regulatory and third party approvals and consents, and the timing of the receipt thereof; general business and economic conditions; that the anticipated benefits of the Arrangement will be achieved; market competition; and tax benefits and tax rates.

By their nature, forward-looking statements are based on assumptions and involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or



implied by the forward-looking statements. Forward-looking statements are subject to a variety of risks, uncertainties and other factors, which could cause actual events or results to differ from those expressed or implied by the forward-looking statements, including, without limitation: the termination of the Plan of Arrangement in certain circumstances; general business, economic, competitive, political, regulatory and social uncertainties; risks related to competition; risks related to factors beyond the control of the Company; risks and uncertainties associated with technology and development operations; intellectual property risks; risks related to directors and executive officers of the Company possibly having interests in the Arrangement that are different from other Shareholders; risks relating to the possibility that more than 10% of Shareholders may exercise their Dissent Rights; dependence on key management, employees, consultants, and skilled personnel; the global economic climate; the execution of strategic growth plans; risks relating to the lack of hedging policies; dilution; market reaction to the Arrangement; insurance risks; and litigation.

This list is not exhaustive of the factors that may affect any of the forward-looking statements of the Company. Forward-looking statements are statements about the future and are inherently uncertain. Actual results could differ materially from those projected in the forward-looking statements as a result of the matters set out or incorporated by reference in this Circular generally and certain economic and business factors, some of which may be beyond the control of the Company. Some of the important risks and uncertainties that could affect forward-looking statements are described in the section entitled "Risks and Uncertainties" of the Company's annual MD&A, which is available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca), and in the sections entitled "Risk Factors" and "Risks Associated with the Transaction" set out in this Circular. The Company does not intend, and do not assume, any obligation to update any forward-looking statements, other than as required by applicable Law. For all of these reasons, Shareholders should not place undue reliance on forward-looking statements.

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## SECTION 2 – PROXIES AND VOTING RIGHTS

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### MANAGEMENT SOLICITATION

The solicitation of proxies by the management of the Company will be conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation by the directors, officers and employees of the Company. The Company does not reimburse Shareholders, nominees, or agents for costs incurred in obtaining from their principals' authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this proxy material to their customers, and the Company will reimburse such brokers and nominees for their related out-of-pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Company. The delivery of this Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Circular. This Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

### APPOINTMENT OF PROXY

The purpose of a proxy is to designate persons who will vote the proxy on a Shareholder's behalf in accordance with the instructions given by the Shareholder in the proxy. The persons whose names are printed on the enclosed form of proxy are officers and/or directors of the Company (the "**Management Proxyholders**").

**A Shareholder has the right to appoint a person or company to attend and act for or on behalf of that Shareholder at the Meeting, other than the Management Proxyholders named in the enclosed form of proxy. A proxyholder need not be a Shareholder.**

**To exercise the right, the Shareholder 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 Shareholder should notify the nominee of the appointment, obtain the nominee's consent to act as proxy and should provide instruction to the nominee on how the Shareholder's Palisades Shares should be voted. The nominee should bring personal identification to the Meeting.**

Those Shareholders desiring to be represented at the Meeting by proxy must deposit their respective forms of proxy with the Company's registrar and transfer agent, Odyssey Trust Company by:

- (a) mail or personal delivery to Odyssey Trust Company, Attn: Proxy Department, Suite 702, 67 Yonge Street, Toronto, ON M5E 1J8; or
- (b) facsimile to Odyssey Trust Company, Attn: Proxy Department, at 1-800-517-4553 (toll free within Canada and the U.S.) or 416-263-9524 (international); or
- (c) internet at <https://vote.odysseytrust.com> and clicking on LOGIN. You will require the CONTROL NUMBER printed with your address to the right on your proxy form. If you vote by Internet, do not mail this proxy.

**The Company may refuse to recognize any instrument of proxy deposited in writing or by the internet received later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in British Columbia) prior to the Meeting or any adjournment thereof.**

#### **VOTING BY PROXY AND EXERCISE OF DISCRETION BY MANAGEMENT PROXYHOLDERS**

**Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting.** Palisades Shares represented by a properly executed proxy will be voted or be withheld from voting on each matter referred to in the Notice of Meeting in accordance with the instructions of the Shareholder on any ballot that may be called for and if the Shareholder specifies a choice with respect to any matter to be acted upon, the Palisades Shares will be voted accordingly.

**If a Shareholder does not specify a choice and the Shareholder has appointed one of the Management Proxyholders as proxyholder, the Management Proxyholder will vote in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by management at the Meeting.**

**The form of proxy also gives discretionary authority to the person named therein as proxyholder with respect to amendments or variations to matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting.** As of the date of this Circular, management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

#### **NON-REGISTERED HOLDERS**

**Only Shareholders whose names appear on the records of the Company as the registered holders of Palisades Shares or duly appointed proxyholders are permitted to vote at the Meeting.** Most Shareholders of the Company are "non-registered" Shareholders ("**Non-Registered Holders**") because the Palisades Shares they own are not registered in their names but instead registered either: (a) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Holder deals with in respect of the Palisades Shares (Intermediaries include, among others, banks, trust companies, securities dealers or

brokers and trustees or administrators or self-administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as CDS Clearing and Depositary Services Inc. or CDS & Co.) of which the Intermediary is a participant. If you purchased your Palisades Shares through a broker or otherwise deposited your Palisades Shares with your broker, you are likely a Non-Registered Holder.

## **ADVICE TO NON-REGISTERED HOLDERS**

**The information in this section is of significant importance to many Shareholders, as a substantial number do not hold their Palisades Shares in their own name.**

In accordance with the requirements set out in NI 54-101, the Company has distributed copies of the Notice of Meeting, this Circular, and the form of proxy/VIF (collectively, the “**Meeting Materials**”) to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Meeting Materials will either:

- (a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Palisades Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deposit it with the Transfer Agent as provided above; or
- (b) more typically, be given a voting instruction form which is not signed by the Intermediary, and which, when properly completed and signed by the Non-Registered Holder and returned to the Intermediary or its service company, will constitute voting instructions (often called a “**proxy authorization form**”) which the Intermediary must follow. Typically, the proxy authorization form will consist of a one-page pre-printed form. Sometimes, instead of a one-page pre-printed form, the proxy authorization will consist of a regular printed proxy form accompanied by a page of instructions, which contains a removable label containing a bar-code and other information. In order for the form of proxy to validly constitute a proxy authorization form, the Non-Registered Holder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and return it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit a Non-Registered Holder to direct the voting of Palisades Shares which they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting in person, the Non-Registered Holder should strike out the names of the Management Proxyholder named in the form and insert the Non-Registered Holder’s name in the blank space provided. In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or proxy authorization form is to be delivered.

There are two types of Non-Registered Holders: (i) those who object to their identity being made known to the issuers of securities which they own (“**OBOs**”), and (ii) those who do not object to their identity being made known to the issuers of securities which they own (“**NOBOs**”). Subject to the provisions of NI 54-101, issuers may deliver Meeting Materials directly to NOBOs.

**The Company is sending these Meeting Materials directly to registered Shareholders and NOBOs. If you are a NOBO, and the Company or its agent has sent these materials directly to you, your name**

**and address and information about your holdings of Palisades Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding Palisades Shares on your behalf.**

The Company does not intend to pay for Intermediaries to forward to OBOs the Meeting Materials. OBOs will not receive the materials unless the OBO's Intermediary assumes the cost of delivery.

## **REVOCATION OF PROXIES**

A Shareholder who has submitted a proxy may revoke it at any time prior to the exercise thereof. If a person who has given a proxy attends personally at the Meeting at which such proxy is to be voted, such person may revoke the proxy and vote in person. In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the Shareholder or by the Shareholder's attorney authorized in writing (or if the Shareholder is a corporation, under its seal or by an officer or attorney thereof duly authorized), deposited at Odyssey Trust Company, registrar and transfer agent for the Palisades Shares, by (a) mail or personal deliver to Odyssey Trust Company, Attn: Proxy Department, Suite 702, 67 Yonge Street, Toronto, ON M5E 1J8; or (b) by facsimile to Odyssey Trust Company, Attn: Proxy Department, at 1-800-517-4553 (toll free within Canada and the U.S.) or 416-263-9524 (international), not later than forty-eight (48) hours (excluding Saturdays, Sundays and holidays in Ontario) before the Meeting, at any time up to and including the last business day preceding the day of the Meeting or any adjournment thereof or with the Chair of the Meeting on the day of the Meeting or any adjournment thereof, and upon either of such deposits, the proxy is revoked.

## **NOTICE TO SHAREHOLDERS IN THE UNITED STATES**

The solicitation of proxies involves securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Province of British Columbia, Canada, and securities laws of the provinces of Canada. The proxy solicitation rules under the *United States Securities Exchange Act of 1934*, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the *Business Corporations Act* (British Columbia), certain of its directors and its executive officers are residents of Canada and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgement by a United States court.

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## **SECTION 3 – VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES**

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### **RECORD DATE**

The board of directors of the Company (the “**Board**”) has fixed Monday, July 21, 2025, as the record date (the “**Record Date**”) for determination of persons entitled to receive Notice of Meeting. The Company will prepare or cause to be prepared a list of persons recorded as Shareholders as of the close of business on the Record Date, each of whom shall be entitled to vote the Palisades Shares shown opposite his/her/its name on the list at the Meeting or any adjournment thereof, except to the extent that: (a) any such Shareholder has transferred ownership of any of their Palisades Shares subsequent to the Record Date; and (b) the transferee produces properly endorsed Palisades Share certificates evidencing the transfer or otherwise establishes that the transferee owns the transferred Shares and demands, not later than ten (10) days before the Meeting, that they be included on the list of Shareholders entitled to vote at the Meeting, in

which case the transferee, instead of the transferor, will be entitled to vote the transferred Palisades Shares at the Meeting or any adjournment thereof.

In addition, persons who are Non-Registered Holders as at the Record Date will be entitled to exercise their voting rights in accordance with the procedures established under NI 54-101. See “*Section 2 – Proxies and Voting Rights – Advice to Non-Registered Holders*”.

## **VOTING RIGHTS**

The Company is authorized to issue an unlimited number of Palisades Shares without par value. As at the Record Date, there are 64,467,636 Palisades Shares issued and outstanding. Each Shareholder is entitled to one vote for each Palisades Share registered in his/her/its name. No group of Shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Palisades Shares.

## **PRINCIPAL HOLDERS OF PALISADE SHARES**

To the knowledge of the directors and executive officers of the Company based upon review of the records maintained by the transfer agent of the Company and insider reports filed with the System for Electronic Disclosure by Insiders (SEDI), the following holders beneficially own or control or direct, directly or indirectly, voting securities carrying more than 10% of the voting rights as at the Record Date.

Shareholder Name	Number of Shares Held	Percentage of Issued Shares
Collin Kettell <sup>(1)</sup>	14,285,231	22.16%
Michael A. Parker	11,500,000	17.84%

**NOTE:**

(1) CEO of the Company

**QUORUM**

Pursuant to the Articles of the Company, subject to the special rights or restrictions attached to the Palisades Shares of any class or series of shares, the quorum for the transaction of business at a meeting of Shareholders is two (2) persons who are, or represent by proxy, Shareholders holding, in the aggregate, at least five percent (5%) of the issued Palisades Shares entitled to be voted at the meeting.

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**SECTION 4 – PARTICULARS OF MATTERS TO BE ACTED UPON**

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**MANAGEMENT OF THE COMPANY KNOWS OF NO OTHER MATTERS TO COME BEFORE THE MEETING OTHER THAN THOSE REFERRED TO IN THE NOTICE OF MEETING. HOWEVER, IF ANY OTHER MATTERS THAT ARE NOT KNOWN TO MANAGEMENT SHOULD PROPERLY COME BEFORE THE MEETING, THE ACCOMPANYING FORM OF PROXY CONFERS DISCRETIONARY AUTHORITY UPON THE PERSONS NAMED THEREIN TO VOTE ON SUCH MATTERS IN ACCORDANCE WITH THEIR BEST JUDGMENT.**

Additional details regarding each of the matters to be acted upon at the Meeting are set forth below.

**1. PRESENTATION OF FINANCIAL STATEMENTS**

The audited financial statements of the Company for the financial year ended December 31, 2024 (the “**Financial Statements**”), together with the notes thereto and the auditor’s report, will be presented to Shareholders at the Meeting.

The Financial Statements are available on the SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) under the Company’s profile.

A copy of the Financial Statements will be available at the Meeting and may also be obtained by a Shareholder upon request without charge from the Company, at 1055 West Georgia Street, Suite 2129, Vancouver, British Columbia, V6E 3P3, Canada or via email to [info@palisades.ca](mailto:info@palisades.ca). The Financial Statements are available online at SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) under the Company’s profile.

Management will review the Company’s financial results at the Meeting and Shareholders and proxyholders will be given an opportunity to discuss these results with management. **Shareholder approval is not required and no formal action will be taken at the Meeting to approve the Financial Statements.**

**2. FIXING THE NUMBER OF DIRECTORS**

The Company’s constating documents stipulate there shall be not less than three (3) directors. The Board is currently composed of three (3) and four (4) directors are proposed for the ensuing year. At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to approve an ordinary resolution, the text of which is as follows:

**“BE IT RESOLVED** as an ordinary resolution of Shareholders that the number of directors to be elected at the Meeting, to hold office until the close of the next annual meeting of Shareholders or until their successors are duly elected or appointed pursuant to the constating documents of the Company, unless their offices are earlier vacated in accordance with the provisions of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) or the Company’s constating documents, be and is hereby fixed at four (4).”

In order for the foregoing resolution to be passed, it must be approved by a simple majority of the votes cast by Shareholders in person or by proxy at the Meeting.

**Management believes the passing of the above resolution is in the best interests of the Company and recommends Shareholders vote in favour of the ordinary resolutions fixing the number of directors to be elected at the Meeting as set out above. Unless directed to the contrary, it is the intention of the Management Proxyholders named in the enclosed instrument of proxy to vote proxies FOR fixing the number of directors of the Company at four (4).**

### 3. ELECTION OF DIRECTORS

The directors of the Company are elected at each annual meeting of Shareholders and hold office until the close of the next annual meeting, or until their successors are duly elected or appointed, unless their office is earlier vacated in accordance with the Articles of the Company or BCBCA.

#### ***Nominees for Election***

Management of the Company proposes to nominate the persons named in the table below for election by Shareholders as directors of the Company. Each of the nominees have agreed to stand for election and management of the Company does not contemplate that any of the nominees will be unable to serve as a director.

The following table sets out the names of each person proposed to be nominated for election as a director, all major offices and positions with the Company and any of its significant affiliates each now holds, each nominee's principal occupation, business or employment for the five preceding years for new director nominees, the period of time during which each has been a director of the Company and the number of Palisades Shares beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at the Record Date:

Name and Province/Country of Residence and Present Office Held	Principal Occupation, Business or Employment for Last Five Years <sup>(1)</sup>	Periods During Which Nominee Has Served as a Director	Number of Palisades Shares Beneficially Owned, or Controlled or Directed, Directly or Indirectly <sup>(2)</sup>
<b>Collin Kettell</b> <i>Puerto Rico, United States</i>  <b>Chief Executive Officer</b>	CEO of the Company (since August 2019); Former CEO of New Found Gold Corp. (2022-2025); Former Executive Chairman of New Found Gold Corp. (2020-2025); former CEO of New Found Gold Corp. (2016-2020); CEO of Nevada King Gold Corp. (since January 2019)	August 30, 2019 – February 5, 2025	14,285,231
<b>Gregor Gregersen</b> <sup>(3) (4) (5)</sup> <i>Singapore, Singapore</i>  <b>Director</b>	Founder and CEO of Silver Bullion Pte Ltd. (since 2009)	October 9, 2019 – present	1,264,080
<b>Elizabeth Harrison, KC</b> <sup>(3) (4) (5)</sup> <i>British Columbia, Canada</i>  <b>Director</b>	Former Partner at Farris LLP; Professional Director	October 9, 2019 – present	Nil <sup>(6)</sup>



<b>Philip O'Neill</b> <i>Alberta, Canada</i>  <b>Lead Advisor and Proposed Director</b>	President and Director, MP1 Capital Ltd. (June 2006 - Present); Head of Investments, Palisades Goldcorp Ltd. (February 2025 - Present); CEO and Director, Radio Fuels Energy Corp. (February 2024 - February 2025); COO and Director, Palisades Goldcorp Ltd. (August 2019 - April 2021); CEO and Director, Mexican Gold Corp. (June 2019 - October 2021); President and Director, Nevada King Mining Ltd. (March 2020 - April 2021)	N/A	100,000
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**NOTES:**

- (1) The information in the table above as to principal occupation and business or employment of director nominees is not within the knowledge of management of the Company and has been furnished by the respective nominees.
- (2) The information as to number of Palisades Shares beneficially owned, or controlled or directed, directly or indirectly, is not within the knowledge of management of the Company and has been furnished by the respective nominees or sourced from information available to the Company from SEDI ([www.sedi.ca](http://www.sedi.ca)) or in reports provided by the transfer agent of the Company.
- (3) Member of the Compensation Committee of the Company.
- (4) Member of the Audit Committee of the Company.
- (5) Member of the Corporate Governance and Nominating Committee of the Company.
- (6) 95,000 Palisades Shares are held through a family holding company which is not controlled by Elizabeth Harrison, KC.

***Cease Trade Orders, Bankruptcies, Penalties, and Sanctions***

To the knowledge of the management of the Company, no proposed nominee for election as a director of the Company:

- (a) is, at the date of this Circular, or has been within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Corporation) that,
  - (i) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (an "**Order**") that was issued while the proposed director was acting in the capacity as a director, chief executive officer or chief financial officer; or
  - (ii) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer,
- (b) is, at the date of this Circular, or has been within 10 years before the date of this Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets,
- (c) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director, or



- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable shareholder in deciding whether to vote for a proposed director.

None of the proposed nominees for election as a director of the Company is proposed for election pursuant to any arrangement or understanding between the nominee and any other person or company, except the directors and executive officers of the Company acting solely in such capacity.

**A Shareholder may vote for all of the above nominees, vote for some of the above nominees and withhold for other of the above nominees, or withhold for all of the above nominees. Management recommends Shareholders vote in favour of the election of each of the nominees listed above for election as directors of the Company for the ensuing year. Unless directed to the contrary, it is the intention of the Management Proxyholders named in the enclosed instrument of proxy to vote proxies FOR each of the nominees.**

#### **4. APPOINTMENT OF AUDITOR**

Shareholders will be asked to vote for the appointment of Deloitte LLP, Chartered Professional Accountants, located at 410 West Georgia Street, Vancouver, BC V6B 0S7, as auditor of the Company to hold office until the next annual meeting of Shareholders, or until a successor is appointed, and to authorize the directors of the Company to fix the remuneration of the auditor.

Deloitte LLP, Chartered Professional Accountants, has served as auditor of the Company since November 5, 2020.

**Management recommends Shareholders vote in favour of the appointment of Deloitte LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and authorize the Board to fix the auditor's remuneration. Unless directed to the contrary, it is the intention of the Management Proxyholders named in the enclosed instrument of proxy to vote proxies FOR the appointment of Deloitte LLP, Chartered Professional Accountants, as auditor of the Company until the close of its next annual meeting and to authorize the Board to fix the remuneration to be paid to the auditor.**

#### **5. APPROVAL OF STOCK OPTION PLAN**

The Company has established a stock option plan under which directors, officers, employees and consultants of the Company may be granted stock options to acquire Palisades Shares. TSXV respecting the granting of stock options requires that all companies listed on the Exchange implement a stock option plan and that any "rolling" stock option plan must receive Shareholder approval on an annual basis.

The stock option plan of the Company, dated for reference May 21, 2021, as amended September 23, 2022 (the "**Stock Option Plan**"), is a "rolling" stock option plan, whereby the aggregate number of Palisades Shares reserved for issuance shall not exceed 10% of the total number of issued Palisades Shares (calculated on a non-diluted basis) at the time a stock option is granted. This Stock Option Plan was last approved by Shareholders at the Company's Annual General and Special Meeting of Shareholders held September 13, 2024.

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution approving the Stock Option Plan.

For a summary of the material terms of the Stock Option Plan, see "*Section 5 – Statement of Executive Compensation - Stock Options and Other Compensation Securities*" For additional details, see "*Section 8 – Other Information - Securities Authorized for Issuance Under Equity Compensation Plans.*" Any summary

is qualified in its entirety by the full text of the Stock Option Plan, which will be available at the Meeting for review by Shareholders and is attached hereto as Schedule A.

### **Shareholder Approval**

The text of the Stock Option Plan Resolution to be submitted to Shareholders at the Meeting is set forth below:

**“BE IT RESOLVED**, as an ordinary resolution of Shareholders, that:

1. the Stock Option Plan, in the form attached as Schedule A to the management information circular of the Company dated July 21, 2025, be and is hereby ratified, confirmed and approved as the stock option plan of the Company until such time as further ratification is required pursuant to the rules of the TSX Venture Exchange (the “**TSXV**”) or other applicable regulatory requirements;
2. the board of directors of the Company be and is hereby authorized in its absolute discretion to administer the Stock Option Plan in accordance with its terms and conditions and to further amend or modify the Stock Option Plan to ensure compliance with the policies of the TSXV; and
3. any one director or officer of the Company be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the Stock Option Plan required by the TSXV or applicable securities regulatory authorities and to complete all transactions in connection with the administration of the Stock Option Plan.”

In order for the foregoing Stock Option Plan Resolution to be passed, it must be approved by a simple majority of the votes cast by Shareholders in person or by proxy at the Meeting.

**Management of the Company has reviewed the Stock Option Plan Resolution, concluded that it is fair and reasonable to the Shareholders and in the best interest of the Company, and recommends Shareholders vote in favour of ratifying, confirming and approving the Stock Option Plan. Unless directed to the contrary, it is the intention of the Management Proxyholders named in the enclosed instrument of proxy to vote proxies FOR the Stock Option Plan Resolution.**

### **6. APPROVAL OF THE GRANT OF STOCK OPTIONS TO INSIDERS**

On June 6, 2025, the Company granted 2,650,000 conditional stock options to certain Insiders of the Company under the Stock Option Plan at an exercise price of \$1.50 per Palisade Share, exercisable for a term expiring on June 6, 2030 (the “**Conditional Options**”). The closing price of Palisade Shares on the TSXV on June 6, 2025 was \$1.03.

The particulars of the grant of Conditional Options are as follows:

<b>Name of Optionee</b>	<b>Position</b>	<b>No. of Optioned Palisade Shares</b>
Collin Kettell	Chief Executive Officer	2,250,000
Gregor Gregersen	Director	200,000
Elizabeth Harrison, KC	Director	200,000
<b>TOTAL</b>		<b>2,650,000</b>

The grant of the Conditional Options is considered by the TSXV to be an amendment to Company Options previously held by the Insiders (the “**Previous Options**”) that were cancelled also on June 6, 2025. Pursuant to Section 5.3(a)(v) of TSXV Policy 4.4 Security Based Compensation, if an issuer cancels options and grants new options to the same person within one year of cancellation, such grant is considered to be an amendment to the cancelled option. Any amendment to options held by Insiders that would have the effect of decreasing the exercise price of such options or otherwise result in a benefit to an Insider requires disinterested shareholder approval pursuant to sections 5.3(a) and 8.1(b) of TSXV Policy 4.4.

Recognizing that the Options are a critical element of the Company’s compensation policy, the Company’s board of directors has determined that it is in the best interest of the Company to ratify and approve the issuance of the Options so that the exercise price is more in line with the current market for the Palisades Shares.

### ***Shareholder Approval***

At the Meeting, subject to the approval of the Stock Option Plan, disinterested Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution ratifying and approving the Conditional Options (the “**Conditional Options Resolution**”). The recipients of the Conditional Options are ineligible to vote on the Conditional Options Resolution.

The text of the resolution is set out below:

“**BE IT RESOLVED**, as an ordinary resolution of disinterested Shareholders, that:

1. the granting of an aggregate of 2,650,000 stock options effective June 6, 2025 (the “**Conditional Options**”), at an exercise price of \$1.50 per Palisades Share, resulting in an amendment to the Previous Options, is hereby ratified and approved; and
2. the directors of the Company be and are hereby authorized to perform all such other acts and things as may be necessary or desirable to effect the granting of the Conditional Options; and
3. the directors of the Company be and are hereby authorized to implement or abandon these resolutions in whole or in part, at any time and from time to time in their sole discretion, all without further approval, ratification or confirmation by the shareholders of the Company.”

Should the Conditional Options Resolution not receive the required disinterested Shareholder approval at the Meeting, the Conditional Options will be cancelled in their entirety. In addition, should the Conditional Options Resolution receive the requisite approval of disinterested Shareholders, the Conditional Options will remain subject to acceptance by the TSXV. **If the TSXV deems the disclosure to Shareholders in this Circular to be inadequate, disinterested Shareholder approval may not be accepted by the TSXV.** In such case, the Conditional Options will be cancelled in their entirety.

**Management recommends disinterested Shareholders vote in favour of the Conditional Options Resolution. Unless directed to the contrary, it is the intention of the Management Nominees named in the enclosed instrument of proxy to vote proxies FOR the ratification and approval of the Conditional Options.**

## **7. APPROVAL OF THE CREATION OF NEW CONTROL PERSON**

On May 21, 2025, the Company closed a non-brokered private placement of secured convertible notes (the “**Notes**”) for aggregate gross proceeds of C\$8,323,200 (the “**Offering**”), pursuant to which the Company issued two Notes to companies owned and controlled by Michael Parker (“**Mr. Parker**”, for brevity), each in the principal amount of C\$4,161,600. The Notes accrue interest at 10% per annum payable every 6 months. Upon agreement of the Company and Mr. Parker, the interest payment may be payable in Palisades Shares.

Note 1 is for a period of 6 months and can be extended for two additional periods of 6 months upon agreement of the Company and Mr. Parker, and subject to the prior approval of TSXV. Note 2 is for a period of 12 months and may be extended for an additional 12-month period upon agreement of the Company and Mr. Parker, and subject to the prior approval of TSXV. The Notes are convertible at C\$1.50 per Palisades Share at any time prior to maturity, the Company has the option to repay the Notes at any time prior to maturity without penalty, and each Note will be secured by 6,650,000 New Found Shares in the event that Palisades ceases to hold at least 20% of the issued and outstanding shares of NFG.

Should Mr. Parker opt to convert the Notes into Palisades Shares as above stated, he will become a new **“Control Person”** (as defined in the policies of the TSXV).

As of the date of this Circular, Mr. Parker holds 11,500,000 Palisades Shares, representing 17.84% of the issued and outstanding Palisades Shares (calculated on an undiluted basis), or 10.73% of the issued and outstanding Palisades Shares (calculated on a diluted basis).

Should Mr. Parker opt to convert at least CA\$2,612,863.50 in value of the Notes into Palisades Shares pursuant to the terms of the Notes, it is anticipated that Mr. Parker would thereby acquire 1,741,909 Palisades Shares and hold at least 13,241,909 Palisades Shares, representing 20% of the then issued and outstanding Palisades Shares (calculated on an undiluted basis), or 12.36% of the then issued and outstanding Palisades Shares (calculated on a diluted basis).

#### *MI 61-101*

The Company is subject to Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions (“MI 61-101”). MI 61-101 governs transactions that raise the potential for conflicts of interest. MI 61-101 is intended to regulate insider bids, issuer bids, business combinations and related party transactions to ensure equality of treatment among securityholders, generally by requiring enhanced disclosure, minority securityholder approval, and, in certain instances, independent valuations and approval and oversight of certain transactions by a special committee of independent directors. Under MI 61-101, a “related party” of an entity includes, among others, a control person of the entity, directors, executive officers and shareholders holding over 10% of the voting rights attached to the voting securities of the issuer. Mr. Parker is a “related party” of the Company pursuant to MI 61-101 as he has beneficial ownership of, or control or direction over, directly or indirectly, securities of the Company carrying more than 10% of the voting rights attached to all of the Company's outstanding securities.

#### *Formal Valuation*

The Company relied on the exemptions from the valuation and minority shareholder approval requirements of MI 61-101 contained in sections 5.5(a) and 5.7(1)(a) of MI 61-101, as neither the fair market value of the securities purchased by Mr. Parker, nor the consideration for the securities paid by him, exceeded 25% of Palisades' market capitalization.

#### ***Shareholder Approval***

Under the policies of the TSXV, any transaction that will result in the creation of a new Control Person will require disinterested shareholder approval. Disinterested shareholder approval means that while approval may be obtained by ordinary resolution of the Shareholders, the votes attached to the Palisades Shares held by the potential new Control Person and its Affiliates and Associates are excluded from the calculation of any such approval.

At the Meeting, disinterested Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution approving the potential creation of a new Control Person (the **“Control Person Resolution”**). The text of the Control Person Resolution which management intends to place before the Meeting is as follows:

**“BE IT RESOLVED**, as an ordinary resolution of disinterested Shareholders, that:

1. the potential creation of a new Control Person of the Company, as such term is defined in the policies of the TSX Venture Exchange, being Michael Parker, which may result should he convert all or a portion of the Notes resulting in the issuance of at least 1,741,909 Palisades Shares, is hereby authorized and approved; and
2. any one director or officer of the Company is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such further agreements, documents and instruments and do all such other acts and things as such director or officer may determine to be necessary or advisable for the purpose of giving full effect to the provisions of this resolution, the execution and delivery by such director or officer of any such agreement, document or instrument or the doing of any such act or things being conclusive evidence of such determination.”

In order for the foregoing Control Person Resolution to be passed, it must be approved by a simple majority of the votes cast by disinterested Shareholders in person or by proxy at the Meeting, excluding the votes associated with the Palisades Shares held by Mr. Parker and his Associates and Affiliates.

**Management recommends Disinterested Shareholders vote in favour of the Creation of a New Control Person Resolution. Unless directed to the contrary, it is the intention of the Management Nominees named in the enclosed instrument of proxy to vote proxies FOR the potential creation of a new Control Person.**

## **8. APPROVAL OF THE ARRANGEMENT**

At the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass, the Arrangement Resolution to approve the Arrangement under the BCBCA pursuant to the terms of an interim order of the Supreme Court of British Columbia date July 23, 2025 (the “**Interim Order**”), which is attached as Schedule E to this Circular and the Plan of Arrangement. The Arrangement and the Plan of Arrangement are summarized below. This summary does not purport to be complete and is qualified in its entirety by reference to the Plan of Arrangement, which is attached as Schedule D to this Circular.

In order to implement the Arrangement, the Arrangement Resolution must be approved by not less than two-thirds of the votes cast by the Shareholders present in person or represented by proxy at the virtual Meeting and voting as a single class. A copy of the Arrangement Resolution is set out in Schedule “C” to this Circular. Each Palisades Share will entitle the holder thereof to one vote on the Arrangement Resolution.

**Unless otherwise directed, management will vote FOR the Arrangement Resolution.** If you do not specify how you want your Palisades Shares voted, the persons named as proxyholders will cast the votes represented by your proxy at the Meeting FOR the Arrangement Resolution.

If the Arrangement Resolution is approved at the Meeting, the Final Order approving the Arrangement is issued by the Court and the applicable conditions to the completion of the Arrangement are satisfied or waived, the Arrangement will take effect at the Effective Time (which will be at 12:01 a.m. (*Pacific Daylight Time*) or such other time as the Parties agree in writing) on the Effective Date (which is expected to be on or about September 22, 2025).

## **BACKGROUND TO THE ARRANGEMENT**

Management of the Company believes that the value of the business and operations of New Found is not reflected in the Company’s share price and accordingly the Company wishes to effect the Transaction to provide shareholders with the additional value. As a result, and as announced by news release on July ♦,

2025, Management has decided to proceed with the Arrangement in order to meet the objectives set out under the heading “Reasons for the Arrangement” below.

## REASONS FOR THE ARRANGEMENT

The Board has reviewed and considered a significant amount of information and a number of factors relating to the Arrangement with the benefit of advice from the Company’s senior management and its financial, legal and other advisors. The following is a summary of the principal reasons for the recommendation of the Board that Shareholders vote FOR the Arrangement Resolution:

- *Maximize Value for Palisade’s Shareholders and allow Palisades to distribute assets to Shareholders as a Return of Capital.* Following discussions with Management and careful consideration of the alternatives, the Board considers the Arrangement to be the best available means to maximize shareholder value.
- *Tax Reasons / Tax-efficient for Canadian Income Tax Purposes.* The proposed transaction involving a plan of arrangement has been structured to be tax-efficient for Shareholders for Canadian Income Tax purposes for the Shareholders.
- *Distribution to US Shareholders.* Court approval would constitute the basis for the exemption from the registration requirements of the *United States Securities Act* of 1933, as amended, pursuant to Section 3(a)(10) thereof, with respect to the distribution of the New Palisades Shares and the New Found Shares to the Shareholders residing in the United States.
- *Participation by Shareholders in the businesses of New Found.* Shareholders, through their ownership of New Found Shares, will participate in the value associated with the development, operation, and growth of the business.
- *Continued Participation by Shareholders in the Company’s Business.* Shareholders, through their ownership of all of the issued and outstanding New Palisades Shares (as defined below), will continue to participate in the value associated with the development, operation, and growth of the Company’s business. In connection with the Arrangement, the Company will maintain its listing on the TSXV.
- *Low Completion Risk.* There are no material competition or other regulatory issues which are expected to arise in connection with the Arrangement that would prevent its completion, and all required regulatory clearances and approvals are expected to be obtained. The Arrangement is subject to conditions that are in line with similar transactions of this nature.
- *Approval of Shareholders and the Court are required.* The Arrangement must be approved by at least two-thirds of the votes cast in respect of the Arrangement Resolution by Shareholders present in person or represented by proxy at the Meeting voting as a single class. The Arrangement must also be sanctioned by the Court, which will consider the fairness of the Arrangement to Shareholders.
- *Dissent Rights.* Registered Shareholders who oppose the Arrangement may, on strict compliance with certain conditions, exercise their Dissent Rights and receive the fair value of the Dissenting Shares in accordance with the Arrangement.

In view of the wide variety of factors and information considered in connection with its evaluation of the Arrangement, the Board did not find it practicable to, and therefore did not, quantify or otherwise attempt to assign any relative weight to each specific factor or item of information considered in reaching its conclusions and recommendations. In addition, individual members of the Board may have given different weights to different factors or items of information.

## PRINCIPAL STEPS OF THE ARRANGEMENT

Pursuant to the Plan of Arrangement, the Arrangement will be comprised of the following, which shall be deemed to have occurred under the Arrangement and will be deemed to occur commencing at the Effective Time in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of the Company:

- (a) all Dissenting Shares held by Dissenting Shareholders will be deemed to have been irrevocably transferred free and clear of all Encumbrances to the Company, and:
  - (i) each Dissenting Shareholder will cease to have any rights as a Shareholder other than the right to be paid by the Company, in accordance with the Dissent Rights and net of any applicable withholding tax, the fair value of such Dissenting Shares;
  - (ii) the Dissenting Shareholder's name will be removed as the holder of such Dissenting Shares from the central securities register of the Company;
  - (iii) the Dissenting Shares will be cancelled; and
  - (iv) the Dissenting Shareholder will be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such Dissenting Shares;
- (b) the authorized share structure of the Company will be altered by:
  - (i) renaming and redesignating the issued and unissued (but reserved) Palisades Shares as "Class A common" shares without par value and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the "**Palisades Class A Shares**"; and
  - (ii) creating a new class consisting of an unlimited number of "common" shares without par value with terms and special rights and restrictions identical to those of the Palisades Shares immediately prior to the Effective Time, being the "**New Palisades Shares**";
  - (iii) the Notice of Articles and Articles of the Company will be amended to reflect the alterations in Section 2.2(b) of the Plan of Arrangement;
- (c) each Palisades Class A Share outstanding on the Distribution Record Date will be exchanged (without further act or formality on part of the Shareholder), free and clear of all Encumbrances for: (A) one New Palisades Share; and (B) such number of New Found Shares as determined by the Board on the Distribution Record Date, divided by the number of Palisades Shares that are issued and outstanding on the Distribution Record Date ("**New Found Share Ratio**"). In connection with such exchange each Shareholder will cease to be the holder of the Palisades Class A Shares so exchanged and will become the holder of the number of New Palisades Shares and New Found Shares issued to such holder. The name of the Shareholder will be removed from the register of holders of Palisades Class A Shares and will be added to the registers of holders of the New Palisades Shares as the holder of the number of New Palisades Shares respectively issued to such holder. For greater certainty,
  - (i) immediately prior to the exchange, each Palisades Class A Share will entitle the holder to two votes per Palisades Class A Share;



- (ii) no other consideration will be received by any holder of the Palisades Class A Shares and the Company will not file a joint election under subsection 85(1) or subsection 85(2) of the Tax Act, or any relevant provincial legislation, with any holder of the Palisades Class A Shares in respect of the aforementioned share exchange;
- (iii) no certificates representing the New Palisades Shares will be issued or delivered to Shareholders;
- (iv) the Palisades Class A Shares, exchanged for both the New Palisades Shares and the New Found Shares, will be cancelled and the authorized share capital of the Company will be amended by the elimination of the Palisades Class A Shares and the special rights and restrictions attached to such shares (if any);
- (v) each warrant to purchase a Palisades Share which is outstanding and unexercised on the Distribution Record Date will be exchanged (without further act or formality on part of the Shareholder), free and clear of all Encumbrances for one (1) warrant to purchase a New Palisades Share;
- (vi) each option to purchase a Palisades Share which is outstanding and unexercised on the Distribution Record Date will be exchanged (without further act or formality on part of the Shareholder), free and clear of all Encumbrances for one (1) option to purchase a New Palisades Shares;
- (vii) each debenture convertible into a Palisades Share which is outstanding and not converted on the Distribution Record Date will be deemed to be exchanged (without further act or formality on part of the holder), free and clear of all Encumbrances for a debenture convertible into New Palisades Shares;
- (d) the stated capital of the Company in respect of the New Palisades Shares will be an amount equal to the amount by which the paid-up capital for the purposes of the Tax Act in respect of the Palisades Class A Shares immediately prior to step (c) exceeds the fair market value of the New Found Shares;
- (e) the foregoing matters will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Date; and
- (f) the rights of creditors against the property and interests of the Company will be unimpaired by the Arrangement. The Board of the Company may, in its absolute discretion, determine whether or not to proceed with the Arrangement without further approval, ratification or confirmation by the Shareholders.

Thus, upon completion of the Arrangement, it is anticipated that Shareholders will own New Found Shares and each Shareholder will retain its respective interest in Palisades through its New Palisades Shares.

A copy of the Plan of Arrangement is attached as Schedule D and forms an integral part of this Circular.

## **TREATMENT OF OTHER SECURITIES**

There are currently 5,235,000 Palisades Options and 31,903,511 Palisades Warrants and the Notes as described above under "*Approval of the Creation of New Control Person*" outstanding. In connection with the Arrangement, the Palisades Board will make the appropriate adjustments to such Palisades Options, Palisades Warrants and Notes in accordance with their respective terms. The exercise price(s), option exercise price(s) and conversion price, as applicable, of the Warrants, Options and Notes will be adjusted



downward the account for the impact of the Arrangement, specifically by reducing them to reflect the value of the New Found Shares distributed pursuant to the Arrangement. Each Palisades Option to purchase a Palisades Share which is outstanding and unexercised on the Distribution Record Date will be deemed to be exchanged (without further act or formality on part of the holder), free and clear of all Encumbrances for one (1) Palisades Option to purchase a New Palisades Share. Each Palisades Warrant to purchase a Palisades Share which is outstanding and unexercised on the Distribution Record Date will be deemed to be exchanged (without further act or formality on part of the holder), free and clear of all Encumbrances for one (1) Palisades Warrant to purchase a New Palisades Share. Each Note outstanding on the Distribution Record Date, which is convertible into Palisades Shares, will be deemed to be exchanged (without further act or formality on part of the holder), free and clear of all Encumbrances for a Note convertible into New Palisades Shares. For greater certainty, no certificates representing the Palisades Warrants, Palisades Options or the Notes will be issued or delivered to holders.

## **APPROVAL OF ARRANGEMENT RESOLUTION**

At the Meeting, the Shareholders will be asked to approve the Arrangement Resolution, the full text of which is set out in Schedule C" to this Circular. In order for the Arrangement to become effective, as provided in the Interim Order and by the BCBCA, the Arrangement Resolution must be approved by not less than two-thirds of the votes cast by the Shareholders present in person or represented by proxy at the virtual Meeting and voting as a single class.

Each Palisades Share will entitle the holder thereof to one (1) vote on the Arrangement Resolution. Should the Shareholders fail to approve the Arrangement Resolution by the requisite majorities, the Arrangement will not be completed.

**The Board has approved the terms of the Plan of Arrangement and recommends that the Shareholders vote FOR the Arrangement Resolution.** See "*The Arrangement — Recommendation of the Board*".

## **COMPLETION OF ARRANGEMENT**

The Arrangement is expected to become effective at 12:01 a.m. (or such other time as determined by the Company) on the date following the date upon which all of the conditions to completion of the Arrangement have been satisfied or waived in accordance with the Plan of Arrangement, all documents agreed to be delivered thereunder have been delivered to the satisfaction of the recipient, acting reasonably, and the filings required under Section 292 of the BCBCA have been filed with the Registrar. Completion of the Arrangement is expected to occur on or about September 22, 2025. However, it is possible that completion may be delayed beyond this date if the conditions to completion of the Arrangement cannot be met on a timely basis.

The anticipated timetable for the completion of the Arrangement and the key dates proposed are as follows:

Record Date:	July 21, 2025
Annual and Special Meeting:	August 27, 2025
Final Court Approval:	September 8, 2025
Distribution Record Date:	September 15, 2025
Effective Date:	September 22, 2025

Notice of the actual Distribution Record Date and Effective Date will be given to the Shareholders through one or more press releases. The Board of the Company will determine the Distribution Record Date and the Effective Date upon satisfaction of the conditions to the completion of the Arrangement.

As soon as practicable on or after the Effective Date, Share Certificates or DRS Statements representing the appropriate number of New Found Shares will be sent to all Shareholders of record on the Distribution Record Date.

## **EFFECTS OF THE ARRANGEMENT ON SHAREHOLDERS' RIGHTS**

Shareholders receiving New Found Shares under the Arrangement will continue to be shareholders of the Company after the Arrangement and will become securityholders of New Found.

## **COURT APPROVAL OF THE ARRANGEMENT**

An arrangement under the BCBCA requires approval of the Court.

### ***Interim Order***

On July 23, 2025 the Company obtained the Interim Order providing for the calling and holding of the Meeting, the Dissent Rights and certain other procedural matters. The text of the Interim Order is set out in Schedule E to this Circular.

### ***Final Order***

Subject to the terms of the Plan of Arrangement, and if the Arrangement Resolution is approved by Shareholders at the Meeting in the manner required by the Interim Order, the Company intends to make an application to the Court for the Final Order.

The application for the Final Order approving the Arrangement is currently scheduled for September 8, 2025, at 9:45 a.m. (*Pacific Daylight Time*), or as soon thereafter as counsel may be heard, at the Courthouse, 800 Smithe Street, Vancouver, British Columbia, or at any other date and time as the Court may direct. Any Shareholder or any other interested party who wishes to appear or be represented and to present evidence or arguments at that hearing must file and serve a response to petition no later than 5:00 p.m. (*Pacific Daylight Time*) on September 4, 2025 along with any other documents required, all as set out in the Interim Order and Notice of Hearing of Petition, the texts of which are set out in 6.1 to this Circular, and satisfy any other requirements of the Court. Such persons should consult with their legal advisors as to the necessary requirements. If the hearing is adjourned then, subject to further order of the Court, only those persons having previously filed and served a response to petition will be given notice of the adjournment.

The Company has been advised by its legal counsel that the Court has broad discretion under the BCBCA when making orders with respect to the Arrangement and that the Court will consider, among other things, the fairness and reasonableness of the Arrangement to the security holders participating in the Arrangement, both from a substantive and a procedural point of view. The Court may approve the Arrangement, either as proposed or as amended, on the terms presented or substantially on those terms. Depending upon the nature of any required amendments and subject to the terms of the Plan of Arrangement, the Company may determine not to proceed with the Arrangement.

The New Palisades Shares and New Found Shares to be issued or distributed pursuant to the Arrangement have not been and will not be registered under the *U.S. Securities Act* or the securities laws of any state of the United States and will be issued in reliance upon the Section 3(a)(10) Exemption and similar exemptions from registration or qualification under any applicable Securities Laws of any state or other jurisdiction of the United States. Section 3(a)(10) of the *U.S. Securities Act* exempts from registration a security that is issued in exchange for outstanding securities, claims or property interests, where the terms and conditions of such issuance and exchange are approved, after a hearing upon the fairness of such terms and conditions at which all persons to whom it is proposed to issue securities in such exchange have the right to appear, by a court or by a governmental authority expressly authorized by law to grant such approval. The Court will be advised in connection with the application for the Final Order that if the terms and conditions of the Arrangement, and the fairness thereof to the securityholders participating in the Arrangement, are approved by the Court, the Final Order will be relied upon to constitute the basis for the Section 3(a)(10) Exemption under the *U.S. Securities Act* with respect to the issuance of the New Palisades Shares in exchange for the Palisades Class A Shares, and the distribution of the New Found Shares,

pursuant to the Arrangement. Accordingly, the Final Order of the Court will, if granted, constitute a basis for the exemption from the registration requirements of the *U.S. Securities Act* with respect to the issuance or distribution of the New Palisades Shares and New Found Shares in connection with the Arrangement. See *"The Arrangement – United States Securities Law Matters"*.

For further information regarding the Court hearing and your rights in connection with the Court hearing, see the form of the Notice of Hearing of Petition attached at Schedule E to this Circular. The Notice of Hearing of Petition constitutes notice of the Court hearing of the application for the Final Order and is your only notice of the Court hearing.

## **REGULATORY APPROVALS**

The Arrangement is subject to the approval of the TSXV.

## **REGULATORY AND SECURITIES LAW MATTERS**

Other than the Final Order, the Company is not aware of any material approval, consent or other action by any federal, provincial, state or foreign government or any administrative or regulatory agency that would be required to be obtained in order to complete the Arrangement. In the event that any such approvals or consents or actions are determined to be required, such approvals or consents or actions will be sought, although any such additional requirements could delay the Effective Date or prevent the completion of the Arrangement. While there can be no assurance that any regulatory consents or approvals or actions that are determined to be required will be obtained, the Company currently anticipates that any such consents and approvals and actions that are determined to be required will have been obtained or otherwise resolved by the Effective Date, which, subject to receipt of the Shareholder Approval at the Meeting, receipt of the Final Order and the satisfaction or waiver of all other conditions specified in the Plan of Arrangement, is expected to be on or about September 22, 2025.

**Capitalized terms used but not otherwise defined herein have the meanings set out in the Plan of Arrangement attached as Schedule D to this Circular.**

### ***Amendment and Termination***

Subject to any restrictions under Part 9, Division 5 of the BCBCA, the Plan of Arrangement or the Final Order, the Plan of Arrangement, may at any time and from time to time before or after the holding of the Meeting, but prior to the Effective Date, be amended by the written agreement of Palisades without, subject to applicable law, further notice to or authorization on the part of the Shareholders.

## **PROCEDURE FOR RECEIVING NEW PALISADES SHARES AND NEW FOUND SHARES**

From and after the Effective Time, certificates or DRS Statements formerly representing the Palisades Shares before the Effective Time, other than those deemed to have been cancelled pursuant to Dissent Rights, will for all purposes be deemed to represent the New Palisades Shares.

Other than a Dissenting Shareholder, each Shareholder at the Effective Time shall receive the certificates or DRS Statements representing the New Found Shares to which such holder is entitled pursuant to the provisions hereof as soon as practical on or after the Effective Date. The transfer agent of each of New Found shall register the respective New Found Shares, in the same manner in which the Shareholders of Palisades Shares are registered and make available or send by first class mail (postage prepaid) certificates or DRS Statements representing the New Found Shares.

As soon as practicable on or after the Effective Date, the Transfer Agents will forward to the Registered Shareholder, certificates or DRS Statements representing the New Found Shares to which the Registered Shareholder is entitled under the Arrangement to be delivered to the address of the holder as shown on the central securities register of Palisades.

No fractional shares will be issued. Where the exchange of Palisades Shares, pursuant to the Arrangement would result in a fractional share being issuable, it will instead be rounded down to the nearest whole share, and such Shareholder will not be entitled to compensation in respect of such fractional share, as the case may be.

## **CANADIAN SECURITIES LAW MATTERS**

Each Shareholder is urged to consult his, her or its professional advisors to determine the conditions and restrictions applicable under Canadian Securities Laws to trades in New Palisades Shares that the Shareholder is entitled to receive under the Arrangement.

### ***Status under Canadian Securities Laws***

Palisades is a reporting issuer in British Columbia and Alberta. It is a condition precedent that the TSXV shall have received notice of the Arrangement in accordance with their rules and policies, and shall have no objection to the Arrangement as of the Effective Date.

### ***Distribution and Resale of New Palisades Shares under Canadian Securities Laws***

The distribution of the New Palisades Shares and New Found Shares pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian Securities Laws. The New Palisades Shares received pursuant to the Arrangement will not bear any legend under Canadian Securities Laws and may be resold through registered dealers, provided that: New Found is and has been a reporting issuer in a jurisdiction in Canada for the four months immediately preceding the trade, (ii) the trade is not a “control distribution” as defined in NI 45-102, (iii) no unusual effort is made to prepare the market or to create a demand for the New Palisades Shares, (iv) no extraordinary commission or consideration is paid to a person in respect of such sale, and (v) if the selling securityholder is an insider or officer of New Found, the selling securityholder has no reasonable grounds to believe that New Found is in default of applicable Canadian Securities Laws.

## **UNITED STATES SECURITIES LAW MATTERS**

The following discussion is a general overview of certain requirements of U.S. Securities Laws applicable to Shareholders in the United States in connection with the Arrangement. All Shareholders in the United States (“**U.S. Shareholders**”) are urged to consult with their own legal advisors to ensure that the resale of any New Palisades Shares, or New Found Shares distributed to them under the Arrangement complies with applicable U.S. Securities Laws. Further information applicable to U.S. Shareholders is disclosed under the heading “*Note to United States Securityholders*” in this Circular.

The following discussion does not address the Canadian Securities Laws that will apply to the distribution of New Found Shares into the United States or the resale of the New Found Shares in Canada or the United States by U.S. Shareholders. U.S. Shareholders reselling their New Found Shares in Canada must comply with Canadian Securities Laws, as discussed elsewhere in this Circular.

### ***Status under United States Securities Laws***

Palisades is not a reporting issuer with the SEC and the Palisades Shares currently are not traded on an exchange in the United States, but are quoted in the U.S. on the OTCID™ Basic Market (formerly the Pink Limited Market).

### ***Exemption from the Registration Requirements of the U.S. Securities Act***

The New Found Shares to be distributed to Shareholders pursuant to the Arrangement have not been and will not be registered under the *U.S. Securities Act* or any applicable Securities Laws of any state of the United States, and will be distributed in reliance upon the Section 3(a)(10) Exemption and similar

exemptions from registration or qualification under any applicable Securities Laws of any state or other jurisdiction of the United States. The Section 3(a)(10) Exemption provides an exemption from the registration requirements of the *U.S. Securities Act* for securities issued in exchange for one or more outstanding securities, claims or property interests where the terms and conditions of the exchange of such securities have been approved by a court authorized to grant such approval after a hearing upon the fairness of the terms and conditions of the exchange at which all persons to whom the securities will be issued have the right to appear and have received adequate notice thereof.

The New Found Shares distributable pursuant to the Arrangement will be freely transferable under the U.S. Securities Act, except New Found Shares received pursuant to the Arrangement by persons who will be “affiliates” of New Found after the Effective Time or who have been affiliates of New Found within 90 days before the Effective Time will constitute “restricted securities” within the meaning of Rule 144(a)(3) under the *Securities Act* and the resale of such New Found Shares will be restricted under the *U.S. Securities Act*. Persons who may be deemed to be “affiliates” of New Found generally include individuals or entities that control, are controlled by, or are under common control with, New Found, whether through the ownership of voting securities, by contract or otherwise, and generally include executive officers and directors of New Found as well as principal shareholders of New Found.

Any resale of such New Found Shares by such an affiliate (or, if applicable, former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom. Subject to certain limitations, such affiliates (and former affiliates) may immediately resell such New Found Shares outside the United States without registration under the *U.S. Securities Act* pursuant to Regulation S under the U.S. Securities Act. If available, such affiliates (and former affiliates) may also resell such New Found Shares pursuant to Rule 144 under the U.S. Securities Act. In general, Rule 144 requires an affiliate of a U.S. reporting company to have held the subject securities for at least 6 months, after which time the securities may be resold only if there is current public information about the issuer, compliance with volume limitations and manner of sale requirements, and filing of a Form 144. If, however, New Found or any predecessor is deemed to have been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (including, being deemed a “shell company” defined in Rule 144(i) under the U.S. Securities Act), Rule 144 under the *U.S. Securities Act* may not be available for resales of restricted securities.

The New Found Shares are currently of a class of securities traded in the United States on the NYSE under the symbol “NFGC”.

## **DISSENT RIGHTS**

**The following description of Dissent Rights is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of its Dissenting Shares from Palisades and is qualified in its entirety by the reference to the full text of the Interim Order, which is attached at Schedule E to this Circular, and the specific provisions of Sections 237 to 247 of the BCBCA, which have been reproduced in their entirety in Schedule F to this Circular. A Dissenting Shareholder who intends to exercise Dissent Rights should carefully consider and comply with the provisions of the Interim Order and the relevant provisions of the BCBCA. Failure to strictly comply with the provisions of the Interim Order and the BCBCA and to adhere to the procedures established therein, may result in the loss of all rights thereunder.**

There is no mandatory statutory right of dissent and appraisal in respect of plans of arrangement under the BCBCA. However, as contemplated in the Plan of Arrangement, Palisades has granted to Shareholders who object to the Arrangement Resolution the Dissent Rights which are set out in their entirety in the Interim Order, the text of which is attached as Schedule E to this Circular.

Pursuant to the Interim Order, a Shareholder who intends to exercise the Dissent Rights must deliver a notice of dissent to the Company, Attn: Parker Fogler at [parker.fogler@ca.dlapiper.com](mailto:parker.fogler@ca.dlapiper.com) to be received not later than 5:00 p.m. (*Pacific Daylight Time*) on the date that is two Business Days immediately prior to the Meeting or any date to which the Meeting may be postponed or adjourned, and must not vote any Palisades

Shares in favour of the Arrangement. A Non-Registered Holder who wishes to exercise the Dissent Rights must arrange for the Registered Shareholder(s) holding its Palisades Shares to deliver a notice of dissent. The notice of dissent must contain all of the information specified in the Interim Order. A vote against the Arrangement Resolution does not constitute a notice of dissent and a Shareholder who votes in favour of the Arrangement Resolution will not be considered a Dissenting Shareholder.

If the Arrangement Resolution is passed at the Meeting, Palisades must send by registered mail to every Dissenting Shareholder, before the date set for the hearing of the Final Order, a notice (the **"Notice of Intention"**) stating that, subject to receipt of the Final Order and satisfaction of the other conditions set out in the Plan of Arrangement, Palisades intends to complete the Arrangement, and advising the Dissenting Shareholder that if the Dissenting Shareholder intends to proceed with his, her or its exercise of Dissent Rights, he she or it must deliver to Palisades, within 14 days after the mailing of the Notice of Intention, a written statement containing the information specified by the Interim Order, together with the certificate(s), if any, representing the Dissenting Shares. A Dissenting Shareholder delivering such a written statement may not withdraw from his, her or its dissent and, at the Effective Time, will be deemed to have transferred to Palisades all of his, her or its Dissenting Shares (free of any claims). Such Dissenting Shareholder will cease to have any rights as a Shareholder other than the right to be paid the fair value of their Dissenting Shares. Palisades will pay to each Dissenting Shareholder for the Dissenting Shares the amount agreed on by Palisades and the Dissenting Shareholder. Either Palisades or a Dissenting Shareholder may apply to the Court if no agreement on the amount to be paid for the Dissenting Shares has been reached, and the Court may:

- determine the fair value that the Dissenting Shares had immediately before the passing of the Arrangement Resolution, excluding any appreciation or depreciation in anticipation of the Arrangement unless such exclusion would be inequitable, or order that such fair value be established by arbitration or by reference to the registrar or a referee of the Court;
- join in the application each other Dissenting Shareholder who has not reached an agreement with Palisades as to the amount to be paid for the Dissenting Shares; or
- make consequential orders and give directions that it considers appropriate.

Dissenting Shareholders who are ultimately entitled to be paid fair value for their Dissenting Shares will be entitled to be paid such fair value and will not be entitled to any other payment or consideration, including any payment or consideration that would be payable under the Plan of Arrangement had they not exercised their Dissent Rights. The names of such holders will be removed from Palisades' securities register(s), as applicable, as of the Effective Time.

If a Shareholder fails to strictly comply with the requirements of the Dissent Rights set out in the Interim Order, it will lose its Dissent Rights, Palisades will return to the registered Shareholder the certificate(s), if any, representing the Dissenting Shares that were delivered to Palisades, if any, and, if the Arrangement is completed, that Shareholder will be deemed to have participated in the Arrangement in respect of those Palisades Shares on the same terms as all other Shareholders who are not Dissenting Shareholders. In no case will Palisades or New Found or any other Person be required to recognize such Shareholder as holding Palisades Shares at or after the Effective Time.

The Interim Order outlines certain events when Dissent Rights will cease to apply where such events occur before payment is made to the Dissenting Shareholder of the fair value of the Palisades Shares surrendered (including if the Arrangement Resolution does not pass or is otherwise not proceeded with). In such events, the Dissenting Shareholder will be entitled to the return of the applicable share certificate(s), if any, and rights as a Shareholder in respect of the applicable Palisades Shares will be regained.

**Registered Shareholders wishing to exercise the Dissent Rights should consult their legal advisers with respect to the legal rights available to them in relation to the Arrangement and the Dissent**

**Rights. Registered Shareholders should note that the exercise of Dissent Rights can be a complex, time-consuming and expensive procedure.**

## **RISKS ASSOCIATED WITH THE TRANSACTION**

In evaluating the Arrangement, Shareholders should carefully consider the following risk factors relating to the Arrangement. The following risk factors are not a definitive list of all risk factors associated with the Arrangement. Additional risks and uncertainties, including those currently unknown or considered immaterial by Palisades, may also adversely affect the Palisades Shares, New Palisades Shares, New Found Shares and/or the businesses of Palisades and New Found following the Arrangement. In addition to the risk factors relating to the Arrangement set out below, Shareholders should also carefully consider the risk factors associated with the business of Palisades set forth in the section entitled “*Risks and Uncertainties*” of Palisades’ MD&A, which is available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca), as such risk factors will be associated with the business of Palisades following completion of the Arrangement. Shareholders should also carefully consider the risk factors associated with the business of Palisades set forth in the section entitled “*Risk Factors*” and “*Risks Associated with the Transaction*” set out in this Circular. If any of the risk factors materialize, the predictions based on them may need to be re-evaluated. The risks associated with the Arrangement include, without limitation:

### ***The Arrangement may be terminated.***

Palisades has the right to terminate the Plan of Arrangement. Accordingly, there is no certainty, nor can Palisades provide any assurance, that the Plan of Arrangement will not be terminated by Palisades before the completion of the Arrangement.

### ***There can be no certainty that all approvals required for the Arrangement will be obtained.***

The completion of the Arrangement is subject to a number of approvals, certain of which are outside the control of Palisades, including the receipt of the Final Order and approval of the TSXV. There can be no certainty, nor can Palisades provide any assurance, that these approvals will be obtained or, if obtained, when they will be obtained.

### ***Palisades will incur costs in connection with the Arrangement.***

Certain costs related to the Arrangement such as legal fees, must be paid by Palisades even if the Arrangement is not completed.

### ***Palisades’ directors and executive officers may have interests in the Arrangement that are different from those of the Shareholders.***

In considering the recommendation of the Palisades Board to vote in favour of the Arrangement Resolution. Shareholders should be aware that certain members of the Palisades Board and management may have agreements or arrangements that provide them with interests in the Arrangement that differ from, or are in addition to, those of Shareholders generally.

### ***The market price for Palisades Shares may decline if the Arrangement is not completed.***

If the Arrangement is not completed, the market price of the Palisades Shares may decline to the extent that the current market price reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the Palisades Board decides to seek another merger or arrangement, there can be no assurance that it will be able to find a party willing to pay an equivalent or more attractive price than the total consideration to be paid pursuant to the Arrangement. Palisades will also remain obligated to pay certain costs.

## CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following summarizes certain Canadian federal income tax considerations under the *Tax Act* generally applicable to Shareholders in respect of the disposition of Palisades Shares pursuant to the Arrangement (as set out in Article 2 of the Plan of Arrangement), and the acquisition, holding, and disposition of New Palisades Shares and New Found Shares acquired in exchange for Palisades Class A Shares pursuant to the Arrangement.

This summary is restricted to Shareholders who, for purposes of the *Tax Act* and at all relevant times:

- (a) hold their Palisades Shares (including those redesignated as Palisades Class A Shares), and will hold their New Palisades Shares and New Found Shares, solely as capital property; and
- (b) deal at arm's length with and are not affiliated with Palisades;

each such Shareholder, a “**Holder**” for purposes of this summary.

Generally, Palisades Shares (including those redesignated as Palisades Class A Shares), New Palisades Shares and New Found Shares will be considered to be capital property to a Holder thereof provided that the Holder does not use such Palisades Shares, New Palisades Shares or New Found Shares, as the case may be, in the course of carrying on a business of trading or dealing in securities and such Holder has not acquired such shares in one or more transactions considered to be an adventure or concern in the nature of trade.

This summary does not apply to a Holder that:

- (a) is a “financial institution” for the purposes of the mark-to-market rules in the *Tax Act* or a “specified financial institution” as defined in the *Tax Act*;
- (b) is a person or partnership an interest in which is a “tax shelter investment” for purposes of the *Tax Act*;
- (c) has elected to report its Canadian federal income tax results in a currency other than Canadian currency;
- (d) has entered into or will enter into, with respect to the Palisades Shares, New Palisades Shares and New Found Shares, a “derivative forward agreement”, a “synthetic disposition arrangement”, or a “synthetic equity arrangement” as those terms are defined in the *Tax Act*;
- (e) has acquired Palisades Shares, or will acquire New Palisades Shares or New Found Shares, under or in connection with any equity based compensation arrangement; or
- (f) is otherwise a Holder of special status or in special circumstances.

All such Holders should consult their own tax advisors with respect to the consequences of the Arrangement.

In addition, this summary does not address any tax considerations relevant to holders of Palisades Options or Palisades Warrants, and such holders should also consult their own advisors in this regard.

Additional considerations, not discussed herein, may be applicable to a Holder that is a corporation resident in Canada or a corporation that does not deal at arm's length, for purposes of the *Tax Act*, with a corporation resident in Canada, and is, or becomes as part of a transaction or event or series of transactions or events,



controlled by a non-resident person, or a group of non-resident persons not dealing with each other at arm's length, non-resident corporation for purposes of the "foreign affiliate dumping" rules in section 212.3 of the *Tax Act*. Such Holders should consult their tax advisors.

This summary is based on the current provisions of the *Tax Act*, the regulations thereunder (the "**Regulations**"), and our understanding of the current published administrative practices and assessing policies of the Canada Revenue Agency (the "**CRA**"). This summary takes into account all specific proposals to amend the *Tax Act* and Regulations (the "**Proposed Amendments**") announced by the Minister of Finance (Canada) prior to the date hereof. It is assumed that the Proposed Amendments will be enacted as currently proposed and that there will be no other change in law or administrative or assessing practice, whether by legislative, governmental, or judicial action or decision, although no assurance can be given in these respects. This summary is not exhaustive of all Canadian federal income tax considerations applicable to Holders pursuant to the Arrangement and does not take into account provincial, territorial or foreign income tax considerations, which may differ materially from the Canadian federal income tax considerations discussed below.

**This summary is of a general nature only and is not and should not be construed as legal or tax advice to any particular person (including a Holder as defined above). Each person who may be affected by the Arrangement should consult the person's own tax advisors with respect to the person's particular circumstances.**

**Shareholders who are residents or citizens of the United States should consult their own tax advisors for advice regarding the income tax consequences associated with the Arrangement and the holding of New Palisades Shares and New Found Shares in light of their particular circumstances.**

This summary assumes that (i) the amendment of the terms of Palisades Shares to rename and redesignate the Palisades Shares as Palisades Class A Shares and to increase the number of votes that may be cast by holders of Palisades Class A Shares, as contemplated by the Plan of Arrangement, will not, in and of itself, result in Holders being deemed to have disposed of their Palisades Shares for the purposes of the *Tax Act*, and (ii) the share exchange whereby a Holder will exchange Palisades Class A Shares for New Palisades Shares and New Found Shares (the "**Share Exchange**"), will be considered to occur such that section 86 of the *Tax Act* will apply in respect of the Share Exchange. **No tax ruling or legal opinion has been sought or obtained in this regard, or with respect to any of the assumptions made throughout this summary of Certain Canadian Federal Income Tax Considerations, and the summary below is qualified accordingly.**

## **THE SHARE EXCHANGE**

This summary is based upon the understanding that the amount that will be paid by Palisades to the Shareholders on the Share Exchange will not exceed the "paid-up capital" (as defined in the *Tax Act*) ("**PUC**") of the Palisades Class A Shares determined immediately before the Share Exchange. Management has advised counsel that the fair market value of the New Found Shares to be distributed on the Share Exchange will be less than the PUC of the Palisades Class A Shares. PUC is the aggregate of all amounts received by a corporation upon the issuance of its shares (by class), adjusted in certain circumstances in accordance with the *Tax Act*. PUC differs from the "adjusted cost base" (as defined in the *Tax Act*) ("**ACB**") of shares to any particular Shareholder because ACB is calculated based on the amount paid by a shareholder to acquire shares of a corporation, whether on issuance by Palisades or from a third party through the marketplace.

The Share Exchange will result in a reduction of the PUC of the Palisades Class A Shares. An amount paid by a "public corporation" (as defined in the *Tax Act*) to its shareholders on a reduction of the PUC in respect of any class of its shares is generally deemed to be a dividend by virtue of subsection 84(4.1) of the *Tax Act*. However, an exception to dividend treatment applies if the Share Exchange occurs pursuant to section 86 of the *Tax Act*. Section 86 of the *Tax Act* applies where, in the course of a reorganization of the capital of a corporation, a shareholder has disposed of capital property that was all the shares of any particular

class of the capital stock of the corporation that were owned by the taxpayer at the particular time, and receives from the corporation consideration which includes other shares of the capital stock of the corporation. A reorganization of the capital of a corporation is generally considered to have occurred where there has been an amendment to the corporation's articles of incorporation.

Counsel is of the view that the Arrangement will satisfy the requirements of section 86 of the *Tax Act*, such that subsection 84(4.1) of the *Tax Act* should not deem the amount paid to Shareholders on the Share Exchange to be a dividend. If a deemed dividend arises as a consequence of the Share Exchange, the provisions of the *Tax Act* regarding taxable dividends from a taxable Canadian corporation would apply.

## **HOLDERS RESIDENT IN CANADA**

This portion of this summary applies only to a Holder who is or is deemed to be resident solely in Canada for the purposes of the *Tax Act* and any applicable income tax treaty or convention (a "**Resident Holder**").

A Resident Holder whose Palisades Shares (including those redesignated as Palisades Class A Shares), New Palisades Shares or New Found Shares might not otherwise qualify as capital property may be entitled to make an irrevocable election permitted by subsection 39(4) of the *Tax Act* to deem such shares, and every other "Canadian security" (as defined in the *Tax Act*), held by such person, in the taxation year of the election and each subsequent taxation year to be capital property.

### ***The Share Exchange***

A Resident Holder who exchanges Palisades Class A Shares for New Palisades Shares and New Found Shares pursuant to the Share Exchange will be deemed to have received a taxable dividend equal to the amount, if any, by which the fair market value of the New Found Shares distributed to the Resident Holder pursuant to the Share Exchange at the time of the Share Exchange exceeds the PUC of the Resident Holder's Palisades Shares determined immediately before the Share Exchange. Any such taxable dividend will be taxable as described below under "*Holders Resident in Canada — Taxation of Dividends*". However, Palisades expects that the fair market value of all New Found Shares distributed pursuant to the Share Exchange under the Arrangement will not exceed the PUC of the Palisades Class A Shares determined immediately before the Share Exchange. Accordingly, Palisades does not expect that any Resident Holder will be deemed to receive a taxable dividend on the Share Exchange.

A Resident Holder who exchanges Palisades Class A Shares for New Palisades Shares and New Found Shares on the Share Exchange will realize a capital gain equal to the amount, if any, by which the fair market value of those New Found Shares at the effective time of the Share Exchange, less the amount of any taxable dividend deemed to be received by the Resident Holder as described in the preceding paragraph, exceeds the ACB of the Resident Holder's Palisades Class A Shares determined immediately before the Share Exchange. Any capital gain so realized will be taxable as described below under "*Holders Resident in Canada — Taxation of Capital Gains and Capital Losses*".

A Resident Holder will acquire the New Found Shares received on the Share Exchange at a cost equal to their fair market value as at the effective time of the Share Exchange, and the New Palisades Shares received on the Share Exchange at a cost equal to the amount, if any, by which the ACB of the Resident Holder's Palisades Class A Shares immediately before the Share Exchange exceeds the fair market value of the New Found Shares as at the effective time of the Share Exchange.

### ***Disposition of New Palisades Shares or New Found Shares after the Arrangement***

A Resident Holder who disposes or is deemed to dispose of a New Palisades Share or New Found Share generally will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition therefor are greater (or less) than the ACB of the share to the Resident Holder, less reasonable costs of disposition. Any such capital gain or capital loss will be subject to the treatment generally described below under "*Holders Resident in Canada — Taxation of Capital Gains and Capital Losses*".

## ***Taxation of Dividends***

A Resident Holder who is an individual (other than certain trusts) and receives or is deemed to receive a taxable dividend in a taxation year on the Holder's Palisades Shares (including those redesignated as Palisades Class A Shares), New Palisades Shares or New Found Shares will be required to include the amount of the dividend in income for the year, subject to the dividend gross-up and tax credit rules applicable to taxable dividends received by a Canadian resident individual from a taxable Canadian corporation, including the enhanced dividend gross-up and tax credit that may be applicable if and to the extent that Palisades or New Found, as the case may be, designates the taxable dividend to be an "eligible dividend" in accordance with the *Tax Act*. Palisades and New Found have made no commitments in this regard. Dividends received by an individual may also give rise to alternative minimum tax (see below).

A Resident Holder that is a corporation and receives or is deemed to receive a taxable dividend in a taxation year on its Palisades Shares (including those redesignated as Palisades Class A Shares), New Palisades Shares or New Found Shares must include the amount in its income for the year, but generally will be entitled to deduct an equivalent amount from its taxable income, subject to all restrictions under the *Tax Act* and the Proposed Amendments. A Resident Holder that is a "private corporation" or a "subject corporation" (as defined in the *Tax Act*) may also be liable under Part IV of the *Tax Act* to pay an additional tax (refundable in certain circumstances) on any such dividends to the extent that the dividend is deductible in computing the corporation's taxable income.

In certain circumstances, subsection 55(2) of the *Tax Act* will treat a taxable dividend received by a Resident Holder that is a corporation as proceeds of disposition or capital gain. The application of subsection 55(2) involves a number of factual considerations that will differ for each Resident Holder, and a Resident Holder to whom it may be relevant is urged to consult its own tax advisors concerning its application having regard to its particular circumstances.

## ***Taxation of Capital Gains and Capital Losses***

A Resident Holder who disposes or is deemed to dispose of a Palisades Share (including those redesignated as Palisades Class A Shares), New Palisades Share or New Found Share generally will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition therefor are greater (less reasonable costs of disposition) than the ACB of the share to the Resident Holder.

A Resident Holder who realizes a capital gain or capital loss in a taxation year on the actual or deemed disposition of a share, including a Palisades Share (including those redesignated as Palisades Class A Shares), New Palisades Share or New Found Share, will generally be required to include one half of any such capital gain (a "**taxable capital gain**") in income for the year, and entitled to deduct one half of any such capital loss (an "**allowable capital loss**") against taxable capital gains realized in the year. Allowable capital losses in excess of taxable capital gains realized in a taxation year may be carried back and deducted in any of the three preceding taxation years or any subsequent taxation year against net taxable capital gains realized in such years, to the extent and in the circumstances specified in the *Tax Act*.

The amount of any capital loss realized by a Resident Holder that is a corporation may be reduced by the amount of dividends received or deemed to have been received by it on the share (or on a share substituted therefor) to the extent and in the circumstances described in the *Tax Act*. Similar rules may apply where the corporation is a member or beneficiary of a partnership or trust that held the share, or where a partnership or trust of which the corporation is a member or beneficiary is itself a member of a partnership or a beneficiary of a trust that held the share. Affected Resident Holders should consult their own tax advisors in this regard.

A Resident Holder that is a "Canadian controlled private corporation" (as defined in the *Tax Act*) throughout the relevant taxation year may be liable to pay an additional tax (refundable in certain circumstances) on its "aggregate investment income", which includes taxable capital gains, for the year.

### ***Alternative Minimum Tax on Individuals***

A Resident Holder who is an individual (including certain trusts) and receives a taxable dividend on, or realizes a capital gain on the disposition of, a share, including an Palisades Share (including those redesignated as Palisades Class A Shares), New Palisades Share or New Found Share, may be liable for alternative minimum tax (“**AMT**”) to the extent and within the circumstances set out in the *Tax Act*. Such Resident Holders should consult their own tax advisors with respect to the AMT rules set out in the *Tax Act*.

### ***Dissenting Shareholders***

A Resident Holder who validly exercises Dissent Rights (a “**Dissenting Resident Holder**”) and who consequently transfers or is deemed to transfer Palisades Shares to Palisades for payment by Palisades will be deemed to receive a taxable dividend in the taxation year of payment equal to the amount, if any, by which the payment (excluding interest, if any) exceeds the PUC of the Dissenting Resident Holder’s Palisades Shares determined immediately before the Arrangement. Any such taxable dividend will be taxable as described above under “*Holders Resident in Canada - Taxation of Dividends*”. The Dissenting Resident Holder will also realize a capital gain (or capital loss) equal to the amount, if any, by which the payment (excluding interest, if any), less any such deemed taxable dividend, exceeds (is exceeded by) the ACB of the Dissenting Resident Holder’s Palisades Shares determined immediately before the Arrangement. Any such capital gain or loss will generally be taxable or deductible as described above under “*Holders Resident in Canada - Taxation of Capital Gains and Capital Losses*”.

The Dissenting Resident Holder will be required to include any portion of the payment that is on account of interest in income in the year received.

### ***Eligibility for Investment – New Palisades Shares and New Found Shares***

A New Palisades Share or a New Found Share will be a “qualified investment” for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered education savings plan, a registered disability savings plan, a tax-free savings account, a first home savings account (collectively, “**Registered Plans**”) or a deferred profit sharing plan as those terms are defined in the *Tax Act* at any time at which the Class A Shares or New Found Shares are listed on a “designated stock exchange” as defined in the *Tax Act* (which includes the TSXV), or Palisades or New Found, as applicable, is otherwise a “public corporation” as defined in the *Tax Act*.

Notwithstanding that the New Palisades Shares and/or New Found Shares may be qualified investments at a particular time, the holder, annuitant or subscriber of a Registered Plan, as applicable, will be subject to a penalty tax in respect of a Class A Share or New Found Share held in the Registered Plan, if the share is a “prohibited investment” under the *Tax Act*. A New Palisades Share or New Found Share generally will not be a prohibited investment for a Registered Plan of a holder, annuitant or subscriber thereof, as applicable, provided that (i) the holder, annuitant or subscriber of the account does not have a “significant interest” within the meaning of the *Tax Act* in Palisades or New Found, as applicable, and (ii) Palisades or New Found, as applicable, deals at arm’s length with the holder, annuitant or subscriber for the purposes of the *Tax Act*. **Shareholders should consult their own tax advisers to ensure that the New Palisades Shares and New Found Shares will not be a prohibited investment for a trust governed by a Registered Plan in their particular circumstances.**

### **HOLDERS NOT RESIDENT IN CANADA**

This portion of this summary applies only to a Holder who at all material times for the purposes of the *Tax Act* and any relevant tax treaty (i) has not been and is not resident or deemed to be resident in Canada for purposes of the *Tax Act*, and (ii) does not and will not use or hold Palisades Shares (including those redesignated as Palisades Class A Shares), New Palisades Shares, or New Found Shares in connection with carrying on a business in Canada (a “**Non-resident Holder**”).

Special rules, which are not discussed in this summary, may apply to a Non-resident Holder that is an insurer carrying on business in Canada and elsewhere, or an “authorized foreign bank” as defined in the *Tax Act*. Such Non-resident Holder should consult the holder’s own tax advisers with respect to the Arrangement.

#### *Exchange of Common Shares for New Palisades Shares and New Found Shares*

The discussion of the tax consequences of the Share Exchange for Resident Holders under the heading “*Holders Resident in Canada — The Share Exchange*” generally will also apply to Non-resident Holders in respect of the Share Exchange. The general taxation rules applicable to Non-resident Holders in respect of a deemed taxable dividend or capital gain arising on the Share Exchange are discussed below under the headings “*Holders Not Resident in Canada — Taxation of Dividends*” and “*Holders Not Resident in Canada — Taxation of Capital Gains and Capital Losses*” respectively.

#### ***Taxation of Dividends***

A Non-resident Holder to whom Palisades or New Found pays or credits (or is deemed to pay or credit) an amount as a dividend in respect of the Non-resident Holder’s Palisades Shares (including those redesignated as Palisades Class A Shares), New Palisades Shares, or New Found Shares, will be subject to Canadian withholding tax equal to 25% (or such lower rate as may be available under an applicable income tax convention, if any) of the gross amount of the dividend. In general, in the case of a Non-resident Holder who is a resident of the United States for the purposes of the Canada-US *Tax Act* Convention (1980), as amended (the “**Treaty**”), who is the beneficial owner of the dividend, and who qualifies for full benefits of the Treaty, the rate of such withholding tax will be reduced to 15%.

#### ***Taxation of Capital Gains and Capital Losses***

A Non-resident Holder will not be subject to Canadian federal income tax in respect of any capital gain arising on an actual or deemed disposition of a Palisades Share (including those redesignated as Palisades Class A Shares), New Palisades Share or New Found Share unless, at the time of disposition, the share is “taxable Canadian property” as defined in the *Tax Act*, and is not “treaty-protected property” as so defined.

Generally, a Non-resident Holder’s Palisades Share (including those redesignated as Palisades Class A Shares), New Palisades Share or New Found Share, as applicable, of the Non-resident Holder will not be taxable Canadian property at any time at which the share is listed on a “designated stock exchange” as defined in the *Tax Act* (which includes the TSXV) unless, at any time during the 60 months immediately preceding the disposition of the share,

- (a) the Non-resident Holder, one or more persons with whom the Non-resident Holder did not deal at arm’s length, partnerships in which the Non-resident Holder or persons with whom the Non-resident Holder did not deal at arm’s length held membership interests (directly or indirectly), or any combination of the foregoing, owned 25% or more of the issued shares of any class of the capital stock of Palisades or New Found, as applicable, and
- (b) the share derived more than 50% of its fair market value directly or indirectly from, or from any combination of, real property situated in Canada, “Canadian resource properties”, “timber resource properties” (as those terms are defined in the *Tax Act*), and interest, rights or options in or in respect of any of the foregoing.

Shares may also be deemed to be “taxable Canadian property” under other provisions of the *Tax Act*.

A Non-resident Holder who disposes or is deemed to dispose of a Palisades Share (including those redesignated as Palisades Class A Shares), New Palisades Share or New Found Share that, at the time of disposition, is taxable Canadian property and is not treaty-protected property will generally be subject to

the income tax consequences discussed above under the heading "*Holders Resident in Canada — Taxation of Capital Gains and Capital Losses*".

**Non-resident Holders who may hold shares as “taxable Canadian property” should consult their own tax advisors in this regard.**

### ***Dissenting Non-Resident Holders***

The discussion above applicable to Resident Holders under the heading "*Holders Resident in Canada — Dissenting Shareholders*" will generally also apply to a Non-resident Holder who validly exercises Dissent Rights in respect of the Arrangement. In general terms, the Non-resident Holder will be subject to Canadian federal income tax in respect of any deemed taxable dividend arising as a consequence of the exercise of Dissent Rights generally as discussed above under the heading "*Holders Not Resident in Canada — Taxation of Dividends*" and subject to the Canadian federal income tax treatment in respect of any capital gain or loss arising as a consequence of the exercise of Dissent Rights generally as discussed above under the heading "*Holders Not Resident in Canada — Taxation of Capital Gains and Capital Losses*".

## **INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON**

In considering the recommendation of the Board with respect to the Arrangement, Shareholders should be aware that certain members of Palisades' senior management and the Board have certain interests in connection with the Arrangement that may present them with actual or potential conflicts of interest in connection with the Arrangement. These interests include those described herein. The Board was aware of these interests and considered them, among other matters, when recommending approval of the Arrangement by Shareholders.

## **INFORMATION CONCERNING PALISADES AFTER THE ARRANGEMENT**

Palisades is a Canadian company incorporated in the province of British Columbia acting primarily a resource investment company and merchant bank focused on junior companies in the resource and mining sector. The Company is focused on providing retail and institutional investors with exposure in the junior resource space. The Company primarily expects to continue to make investments, pursuant to its dual investment strategy, to achieve broad sector exposure with upside in the event of appreciation in mineral commodities prices, while also providing the potential to realize appreciation in net asset values as a result of discoveries by issuers in which the Company holds larger positions. At present, and after the acquisition of Palisades Investments Ltd (formerly Radio Fuels Energy Corp.) in February 2025, Palisades has a portfolio of equity investments, or securities convertible into equity investments, in over 125 junior resource issuers. Through subsidiaries, Palisades holds exploration properties in Nevada and a uranium exploration property in Canada. The common shares of the Company are listed and posted for trading on the TSXV under the symbol "PALI". Palisades' management team identifies highly prospective assets in politically safe jurisdictions and seeks to unlock their value by providing strategic investments, proven technical skills, global knowledge, and increased access to industry relationships.

Upon completion of the Arrangement, each Shareholder, other than a Dissenting Shareholder, will remain a shareholder of Palisades and Palisades will be in a position to focus on continuing to grow its business as described above. Palisades will remain a reporting issuer in the Provinces of British Columbia and Alberta and the New Palisades Shares will continue to be listed for trading on the TSXV under the symbol "PALI". Annual financial statements of Palisades for the years ended December 31, 2024 and December 31, 2023 and financial statements for the three months ended March 31, 2025, together with the management discussion and analysis, is available under Palisades' profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).

## INFORMATION CONCERNING NEW FOUND

New Found, a company existing pursuant to the BCBCA, is a reporting issuer in all provinces and territories in Canada and is subject to the reporting requirements of the *United States Securities Exchange Act* of 1934, as amended. The New Found Shares are currently listed for trading on the TSXV under the symbol “NFG” and on the NYSE American under the symbol “NFGC”. New Found is a mineral exploration company involved in the identification, acquisition and exploration of mineral properties primarily in the Province of Newfoundland and Labrador. New Found’s exploration is focused on discovering and delineating gold resources.

For further information concerning New Found, the Company directs Shareholders to New Found’s public disclosure record on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca), and in particular the following New Found disclosure documents: (i) the audited annual financial statements for the years ended December 31, 2024, and December 31, 2023, together with the management discussion and analysis; (ii) financial statements for the three months ended March 31, 2025, together with the management discussion and analysis; and (iii) the annual information form for the year ended December 31, 2024 dated March 20, 2025 (collectively, the “**New Found Disclosure Documents**”). The New Found Disclosure Documents are also posted on the Company’s website at <https://newfoundgold.ca/>. Shareholders may contact the New Found at [contact@newfoundgold.ca](mailto:contact@newfoundgold.ca) or by telephone at +1 (416) 910-4653 to request copies of the New Found Disclosure Documents free of charge. Please note the New Found Disclosure Documents were prepared entirely by New Found and the Company makes no representations with respect to, and assumes no responsibility for, the accuracy or completeness of such documents nor information contained therein, nor for the failure of New Found to disclose events which may have occurred or which may affect the completeness or accuracy of such information, but is providing such documents on its website and to Shareholders by request simply as an accommodation to its Shareholders.

## 9. OTHER MATTERS

Management of the Company is not aware of any other matters to come before the Meeting other than as set forth in the Notice of Meeting that accompanies this Circular. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote the Palisades Shares represented thereby in accordance with their best judgment on such matter.

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## SECTION 5 – STATEMENT OF EXECUTIVE COMPENSATION

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### OBJECTIVE

The objective of this disclosure is to communicate the compensation the Company paid, made payable, awarded, granted, given or otherwise provided to each named executive officer and director for the financial year, and the decision-making process relating to compensation. This disclosure provides insight into executive compensation as a key aspect of the overall stewardship and governance of the Company and will help investors understand how decisions about executive compensation are made.

### DEFINITIONS

For the purpose of this Statement of Executive Compensation:

- (a) “**company**” includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;
- (b) “**compensation securities**” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the Company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries;

- (c) **“named executive officer” or “NEO”** means each of the following individuals:
- (i) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer (**“CEO”**), including an individual performing functions similar to a CEO;
  - (ii) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer (**“CFO”**), including an individual performing functions similar to a CFO;
  - (iii) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year;
  - (iv) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year;
- (d) **“plan”** includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and
- (e) **“underlying securities”** means any securities issuable on conversion, exchange or exercise of compensation securities.

## **DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION**

During the financial year ended December 31, 2024, based on the definition above, the NEOs of the Company were (a) Collin Kettell, who has served as CEO of the Company since August 2019; and (b) Bassam Moubarak, who has served as CFO since November 2021. Individuals serving as Directors who were not NEOs of the Company during the financial year ended December 31, 2024, were Gregor Gregersen, Elizabeth Harrison, KC, and William Hayden. Mr. Hayden resigned as a Director on October 18, 2024. Mr. Kettell ceased to be a Director on February 5, 2025 and Mr. Moubarak became a Director on February 5, 2025.

### ***Director and NEO compensation, excluding options and compensation securities***

The following table sets forth all compensation, excluding options and compensation securities, paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company, or a subsidiary of the Company, for the two most recently completed financial years, to each NEO and director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or a subsidiary of the Company.



Table of Compensation Excluding Compensation Securities							
Name and position	Year Ended December 31	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Collin Kettell <sup>(1) (2)</sup> CEO and Director	2024	330,000	0	0	0	0	330,000
	2023	330,000	82,500	0	0	0	412,500
Bassam Moubarak <sup>(3)</sup> CFO	2024	270,000	0	0	0	0	270,000
	2023	270,000	67,500	0	0	0	337,500
Gregor Gregersen <sup>(4)</sup> Director	2024	82,000 <sup>(7)</sup>	0	0	0	0	82,000
	2023	72,000	0	0	0	0	72,000
Elizabeth Harrison, KC <sup>(5)</sup> Director	2024	82,000 <sup>(7)</sup>	0	0	0	0	82,000
	2023	72,000	0	0	0	0	72,000
William Hayden <sup>(6)</sup> Director	2024	66,000	0	0	0	0	66,000
	2023	72,000	0	0	0	0	72,000

**NOTES:**

- (1) Mr. Kettell has been CEO of the Company since August 30, 2019. He also served as Director from June 22, 2022 to February 5, 2025.
- (2) Collin Kettell performs his duties as CEO and Director and is compensated through Argentum Capital Corp., a company wholly-owned by Collin Kettell.
- (3) Bassam Moubarak was appointed CFO on November 1, 2021 and as Director on February 5, 2025. He is compensated through BM Strategic Capital Corp., a company wholly-owned by Mr. Moubarak.
- (4) Gregor Gregersen was appointed Director of the Company on October 9, 2019.
- (5) Elizabeth Harrison, KC was appointed Director of the Company on October 9, 2019.
- (6) William Hayden was appointed Director of the Company on July 13, 2020 and resigned on October 18, 2024.
- (7) Includes \$10,000 compensation for services as a member of a Special Committee established to review and make a recommendation to the board on a proposed transaction whereby the Company would acquire Radio Fuels Energy Corp. pursuant to a plan of arrangement.

## STOCK OPTIONS AND OTHER COMPENSATION SECURITIES

During the financial year ended December 31, 2024, no compensation securities were granted or issued to NEOs and directors of the Company, for services provided or to be provided, directly or indirectly, to the Company or any subsidiary thereof.

### *Exercise of Compensation Securities by Directors and NEOs*

No exercises of compensation securities by any NEO or director of the Company occurred during the financial year ended December 31, 2024.

## STOCK OPTION PLAN

The following is a summary of the principal terms of the Stock Option Plan.

The maximum number of issued and outstanding Palisades Shares reserved for issuance under the Stock Option Plan is a “rolling” 10% of the issued and outstanding Palisades Shares at the time of a stock option (“**Option**”) grant, less the aggregate number of Palisades Shares then reserved for issuance pursuant to any other share compensation arrangement of the Company.

Every Option granted has a term not exceeding 10 years from the date of grant, as determined by Board, and the exercise price shall be determined by the Board, but will in no event be less than: (i) if the Palisades Shares are listed for trading on any stock exchange, then the market price of the Palisades Shares, as such term has the meaning ascribed thereto under the applicable rules and policies of such exchange, or (ii) if the Palisades Shares are not listed on any stock exchange, then the fair market value of the Palisades

Shares, being the aggregate value of all investments held by the Company and its subsidiaries divided by the number of issued and outstanding Palisades Shares less any Palisades Share held by the Company. The aggregate value of any investment in a publicly listed issuer is derived, for the purposes of the Stock Option Plan, by adding the value of publicly listed shares based on the closing price on the trading day prior to grant of Options, and in the money warrants of publicly listed issuers will be valued using the difference between the exercise price of such warrants and the last traded price for that security prior to an Option grant. Investments in private issuers will be valued using the last financing completed by that issuer prior to the Option grant less any liabilities owed by the issuer or any of its subsidiaries.

If Options are granted within ninety (90) days of a distribution by the Company by prospectus, then the exercise price per Palisades Share for such Option will be the greater of the minimum exercise price described in the preceding paragraph and the price per Palisades Share paid by the public investors for the Palisades Shares acquired pursuant to such distribution. Such ninety (90) day period shall begin: (i) on the date the final receipt is issued for the final prospectus in respect of such distribution; and (ii) in the case of a prospectus that qualifies special warrants, on the closing date of the private placement in respect of such special warrants.

The Stock Option Plan provides that Options granted to consultants performing investor relations activities on behalf of the Company shall vest over a minimum of 12 months with no more than one-quarter (1/4) of such options vesting in any 3-month period. Otherwise, the Stock Option Plan contains no vesting requirements and permits the Board to specify a vesting schedule in its discretion.

In addition, the Stock Option Plan provides as follows:

- (a) the number of Palisades Shares reserved for issuance to any Person in any 12-month period under the Stock Option Plan and any Other Share Compensation Arrangement shall not exceed 5% of the Palisades Shares outstanding at the time of the grant, unless the Company has obtained disinterested Shareholder Approval to exceed such limit;
- (b) the number of Palisades Shares reserved for issuance to any one Consultant in any 12-month period under the Stock Option Plan and any Other Share Compensation Arrangement shall not exceed 2% of the Shares outstanding at the time of the grant;
- (c) the aggregate number of Palisades Shares reserved for issuance to all Persons conducting Investor Relations Activities in any 12-month period under the Stock Option Plan shall not exceed 2% of the outstanding Palisades Shares at the time of the grant; and
- (d) unless the Company has received disinterested Shareholder Approval to do so:
  - (i) the aggregate number of Palisades Shares reserved for issuance to Insiders under the Stock Option Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding Palisades Shares at any point in time; and
  - (ii) the aggregate number of Palisades Shares reserved for issuance to Insiders in any 12-month period under the Stock Option Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding Palisades Shares at the time of grant.

If a participant ceases to be an Eligible Person, then the Stock Option Plan provides that:

- (a) if such Participant is terminated for cause, then each Option held by such Participant shall terminate and shall thereafter cease to be exercisable no later than the earlier of the Expiry Date and the date which is 30 days after such termination for cause;

- (b) if such Participant is prevented, by order or similar decision of the British Columbia Securities Commission or other regulatory authority having jurisdiction over the Company or its affairs, from holding an Option, then each Option held by such Participant shall terminate and shall thereafter cease to be exercisable upon the making of such order or similar decision;
- (c) if such Participant dies prior to otherwise ceasing to be an Eligible Person, each Option held by such Participant shall terminate and shall thereafter cease to be exercisable no later than the earlier of the Expiry Date and the date which is 12 months after the date of such participant's death; or
- (d) if such Participant ceases to be an Eligible Person other than in the circumstances set out in subsections (a), (b) or (c) above, each Option held by such Participant shall terminate and shall thereafter cease to be exercisable no later than the earlier of the Expiry Date and the date which is 90 days after such terminating event, always provided that the Board may allow for each Option held by such participant to terminate and cease to be exercisable on such later date, not exceeding 12 months following the participant ceasing to be an Eligible Person, as the Board in its discretion may determine is reasonable.

If any portion of an Option is not vested at the time a Participant ceases, for any reason whatsoever, to be an Eligible Person, such unvested portion of the Option may not be thereafter exercised by the Participant or its legal representative, as the case may be, always provided that the Board may, in its discretion, thereafter permit the participant or its legal representative, as the case may be, to exercise all or any part of such unvested portion of the Option that would have vested prior to the time such Option otherwise terminates and thereafter ceases to be exercisable pursuant to the terms described in subsections (a) to (d) above.

The Stock Option Plan further provides for the treatment of the Options upon the occurrence of certain events, including in the context of, but not limited to, a Palisades Share consolidation or split, reclassification or other capital reorganization, arrangement, merger or combination, or take-over bid.

The Board may amend any Option with the consent of the affected participant. For greater certainty, disinterested Shareholder Approval is required for any reduction in the exercise price of an Option, or extension of the term of an Option, if the participant is an Insider at the time of the proposed amendment.

Capitalized terms used in the above summary but not defined herein shall have the respective meanings given to them in the Stock Option Plan, attached hereto as Schedule A.

## **COMPENSATION DISCUSSION AND ANALYSIS**

### ***Philosophy***

In determining the compensation to be paid or awarded to its executives, the Board seeks to encourage the advancement of the Company's business, with a view to enhancing shareholder value. To achieve these objectives, the Company believes it is critical to create and maintain a compensation program that attracts and retains committed, highly qualified personnel by providing appropriate rewards and incentives that align the interest of its executives with those of its shareholders. In addition, as the Company operates with limited financial resources, the Board needs to consider not only the Company's financial situation at the time of determining executive compensation but also the Company's estimated financial situation in the mid and long term.

The Company's executive compensation program consists of a combination of base salary and long-term incentives in the form of participation in the Stock Option Plan. In making its determinations regarding the various elements of executive Option grants, the Company will seek to meet the following objectives:

- (a) to attract, retain and motivate talented executives who create and sustain the Company's continued success within the context of compensation paid by other companies of comparable size engaged in similar business in appropriate regions;
- (b) to align the interests of the NEOs with the interests of the Company's shareholders; and
- (c) to incent extraordinary performance from key employees.

### ***Oversight and Description of Director and Named Executive Officer Compensation***

The Board determines director and senior officer compensation based on the recommendations of the Compensation Committee. With consultation from the CEO, the Compensation Committee is responsible for:

- reviewing and approving corporate goals and objectives relevant to the compensation of the CEO and other executive officers, evaluating the performance of the CEO and the other executive officers in light of those goals and objectives and approving their annual compensation levels, including salaries, bonuses and equity-based awards based on such evaluation; and
- reviewing the compensation of directors for service on the Board and its committees and recommending to the Board the annual Board member compensation package, including retainer, committee member and chair retainers, Board and committee meeting attendance fees and any other form of compensation, such as equity-based awards.

While the Board is ultimately responsible for determining all forms of compensation to be awarded to the CEO, other executive officers and directors, the Compensation Committee will, when appropriate, review the Company's compensation philosophy, policies, plans and guidelines and recommend any changes to the Board.

The Compensation Committee periodically reviews the adequacy and form of compensation of the directors of the Company to ensure the compensation appropriately reflects the responsibilities and risks involved in being an effective director and based on such review, reports and makes recommendations to the Board.

During the financial year ended December 31, 2024, the Company paid each director who is not also an employee or officer of the Company a director fee of \$6,000 per month for the provision of director services to its directors to compensate them for their time and commitment, including, but not limited to, time preparing for board meetings, reviewing board materials, and other director duties associated with serving on the Board.

Directors who serve as committee members, be it Audit Committee membership or Compensation and Corporate Governance Committee membership, do not receive an additional retainer for the added responsibilities with these roles.

### **BASE SALARY**

The base salary for each executive is established by the Board, on the recommendation of the Board, based upon the position held by such executive, competitive market conditions, such executive's related responsibilities, experience and the NEO's skill base, the functions performed by such executive and the salary ranges for similar positions in comparable companies. Individual and corporate performance will also be taken into account in determining base salary levels for executives.

## **CASH BONUSES**

Cash bonuses do not form a normal part of the Company's executive compensation. However, the Company may elect to utilize such incentives where the role-related context and competitive environment suggest that such a compensation modality is appropriate. When and if utilized, the amount of cash bonus compensation will normally be paid on the basis of timely achievement of specific pre-agreed milestones. Each milestone will be selected based upon consideration of its impact on shareholder value creation and the ability of the Company to achieve the milestone during a specific interval. The amount of bonus compensation will be determined based upon achievement of the milestone, its importance to the Company's near and long-term goals at the time such bonus is being considered, the bonus compensation awarded to similarly situated executives in similarly situated companies or any other factors the Board may consider appropriate at the time such performance-based bonuses are decided upon. The quantity of bonus will normally be a percentage of base salary not to exceed 100%. However, in exceptional circumstances, the quantity of bonus paid may be connected to the shareholder value creation embodied in the pre-agreed milestones. The determination to pay cash bonuses is evaluated on an ongoing basis by the Board.

### ***Options***

Options are a key compensation element for the Company. Options are an important component of aligning the objectives of the Company's executive officers and consultants with those of Shareholders, while encouraging them to remain associated with the Company. The Company expects to provide significant Option positions to its executive officers and consultants. The precise amount of Options to be offered will be governed by the importance of the role within the Company, by the competitive environment within which the Company operates, and by the regulatory limits on Option grants that cover organizations such as the Company. When considering an award of Options to an executive officer, consideration of the number of Options previously granted to the executive may be taken into account, however, the extent to which such prior grants remain subject to resale restrictions will generally not be a factor.

### ***Compensation Risks***

In making its compensation-related decisions, the Board carefully consider the risks implicitly or explicitly connected to such decisions. These risks include the risks associated with employing executives who are not world-class in their capabilities and experience, the risk of losing capable but under-compensated executives, and the financial risks connected to the Company's operations, of which executive compensation is an important part.

In adopting the compensation philosophy described above, the principal risks identified by the Company are:

- (a) that the Company will be forced to raise additional funding (causing dilution to Shareholders) in order to attract and retain the calibre of executive employees that it seeks; and
- (b) that the Company will have insufficient funding to achieve its objectives.

### ***Hedging by Named Executive Officers or Directors***

The Company has no policy with respect to NEOs or directors purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

## EMPLOYMENT, CONSULTING AND MANAGEMENT AGREEMENTS

The Company has entered into executive employment contracts with Messrs. Kettell and Moubarak (together, the “**Executive Contracts**” and, individually, an “**Executive Contract**”). The Executive Contracts are summarized below.

### ***Collin Kettell, CEO and Former Director***

Collin Kettell, CEO and Former Director, provides management services to the Company through Argentum Capital Corp. (“**Argentum**”), a company wholly-owned by Collin Kettell. The Company entered into the Argentum Agreement on January 1, 2020, as amended on November 1, 2021, with respect to the provision of certain management and administrative consulting services provided by Argentum to the Company. Pursuant to the terms and conditions of the Argentum Agreement, Argentum provides certain management consulting services to the Company and its subsidiaries as may be requested by and at the direction of the Board from time to time, including: (i) guidance, advice and services with respect to strategic planning, future growth, projects and business activities; (ii) guidance and advice in relation to the day to day operation and business of the Company; (iii) guidance and advice concerning proposed acquisitions, divestitures, joint ventures and business combinations; and (iv) guidance and advice concerning any mineral properties owned by the Company or interests in mineral properties acquired by the Company and other mutually agreed services. Argentum is paid the Argentum Base Fee, a base fee rate of \$27,500 per month, subject to the annual review by the Board. Argentum is also eligible for an incentive fee and the grant of Options pursuant to the Stock Option Plan as determined by the Board at its discretion.

### ***Bassam Moubarak, CFO and Director***

Bassam Moubarak, CFO, provides his services to the Company through BM Strategic Capital Corp. (“**BM Strategic**”), a company wholly-owned by Bassam Moubarak. The Company entered into the BM Strategic Agreement on January 1, 2020, as amended on November 1, 2021, with respect to the provision of certain management and administrative consulting services provided by BM Strategic to the Company. Pursuant to the terms and conditions of the BM Strategic Agreement, BM Strategic provides all CFO services to the Company. BM Strategic is paid the BM Strategic Base Fee, a base fee rate of \$22,500 per month, subject to annual review by the Board. BM Strategic is also eligible for an incentive fee and the grant of Options pursuant to the Stock Option Plan as determined by the Board at its discretion.

On June 30, 2025, the Company terminated its contract with BM Strategic and a payment of \$540,000 will be paid in connection with outstanding amounts owed for services provided.

### ***Termination and Change of Control Benefits***

The Company may terminate the Executive Contracts at any time for cause, without notice or pay in lieu of notice and without obligation to pay any further salary, bonus or benefits following the termination date. Under the terms of the Argentum Agreement, at any time within 60 days following a change of control of the Company, Argentum or the Company may elect to terminate the Argentum Agreement. Upon such termination, the Company is obliged to compensate Argentum: (i) a termination fee equal to 24 months of the Argentum Base Fee; and (ii) any accrued liabilities owing to Argentum under the Argentum Agreement. Under the terms of the BM Strategic Agreement, at any time within 60 days following a change of control of the Company, BM Strategic or the Company may elect to terminate the BM Strategic Agreement. Upon such termination, the Company is obliged to compensate BM Strategic: (i) a termination fee equal to 24 months of the BM Strategic Base Fee; and (ii) any accrued liabilities owing to BM Strategic under the BM Strategic Agreement.

The following table sets out the estimated termination costs for each of the NEOs assuming that the termination event took place on the last business day of the fiscal year ended December 31, 2024.

Termination and Change of Control Benefits				
Name and position	Termination Event	Base Salary (\$)	Bonus (\$)	Total (\$)
Collin Kettell CEO	Without Cause	660,000	-	660,000
	Good Reason	-	-	-
Bassam Moubarak CFO	Without Cause	540,000	-	540,000
	Good Reason	-	-	-

Except as otherwise disclosed herein, there are no compensatory plans, contracts or arrangements in place with the Named Executive Officers resulting from the resignation, retirement or any other termination of employment of the Named Executive Officers with the Company or from a change in control of the Company, or a change in the Named Executive Officers' responsibilities following a change in control.

## PENSION DISCLOSURE

The Company does not have any pension, retirement, defined benefit, defined contribution or deferred compensation plans that provides for payments or benefits to its directors and NEOs at, following, or in connection with retirement and none are proposed at this time.

## SECTION 6 – AUDIT COMMITTEE

It is the Board's responsibility to ensure that an effective internal control framework exists within the Company. The Audit Committee has been formed to assist the Board in meeting its oversight responsibilities in relation to the Company's financial reporting and external audit function, internal control structure and risk management procedures. In doing so, it is the responsibility of the Audit Committee to maintain free and open communication between the Audit Committee, the external auditor and the management of the Company.

National Instrument 52-110 - Audit Committees ("NI 52-110") requires the Company, as a venture issuer, to disclose annually in its Circular certain information concerning the constitution of its Audit Committee and its relationship with its independent auditor. Such disclosure is set forth below.

## AUDIT COMMITTEE CHARTER

The full text of the Company's Audit Committee Charter is attached as Schedule B to this Circular.

## COMPOSITION OF AUDIT COMMITTEE

As at the date hereof, the Audit Committee of the Company is comprised of three (3) directors, namely Gregor Gregersen, Elizabeth Harrison, KC and Bassam Moubarak. Gregor Gregersen serves as the Chair of the Audit Committee of the Company. The members of the Audit Committee are appointed by the Board at its first meeting following the annual meeting of Shareholders to serve one-year terms and are permitted to serve an unlimited number of consecutive terms.

NI 52-110 provides that a member of an audit committee is "independent" if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of the member's independent judgment. As the Company is classified as a venture issuer, the Company is exempt from the Audit Committee composition requirements in NI 52-110 which require all Audit Committee members to be independent. Gregor Gregersen and Elizabeth Harrison, KC are independent, while Bassam Moubarak is not independent, being the Company's Chief Financial Officer.



NI 52-110 provides that an individual is “financially literate” if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company’s financial statements. All of the members of the Company’s Audit Committee are financially literate as that term is defined.

## RELEVANT EDUCATION AND EXPERIENCE

Each member of the Company’s Audit Committee has adequate education and experience that is relevant to his performance as an Audit Committee member and, in particular, the requisite education and experience that have provided the member with:

- (a) an understanding of the accounting principles used by the Company to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;
- (b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company’s financial statements or experience actively supervising individuals engaged in such activities; and
- (c) an understanding of internal controls and procedures for financial reporting.

**Gregor Gregersen** – Gregor Gregersen is the founder and CEO of Silver Bullion Pte Ltd. and its subsidiary, the Safe House SG Pte Ltd. Prior to founding Silver Bullion Pte Ltd., Mr. Gregersen was a Senior Data Architect for Commerzbank AG and a Senior Business Intelligence Consultant for major multinational corporations. Mr. Gregersen has a Bachelor of Arts in Economics, a Bachelor of Science in Finance and a Masters in Information and Decision Systems.

**Elizabeth Harrison, KC** – Elizabeth Harrison, KC is a former partner at Farris Law LLP, providing legal advice on corporate finance, securities, and mergers and acquisitions. Ms. Harrison served on the board of directors of the International Finance Centre, BC Ferries, St. Paul’s Hospital Foundation, the Vancouver Opera, Crofton House and Forum for Women Entrepreneurs. Mrs. Harrison received her BA (minor economics) and LLB from the University of Alberta.

**Bassam Moubarak** - Bassam Moubarak has over 15 years of experience in the mining industry in various executive and director positions. Mr. Moubarak is the Chief Financial Officer and Corporate Secretary of the Company. He has held various executive roles and directorships in public reporting companies, including Nevada King Gold Corp., Freeman Gold Corp., Planet X Capital Corp. and Planet X II Capital Corp., among others. Mr. Moubarak is a chartered professional accountant and was previously a senior manager with the international accounting firm Deloitte LLP., where he led audits of public companies and oversaw SOX 404 implementations with specific emphasis on the mining industry.

Each has an understanding of accounting principles used to prepare financial statements and varied experience as to general application of such accounting principles, as well as the internal controls and procedures necessary for financial reporting, garnered from working in their individual fields of endeavour.

## AUDIT COMMITTEE OVERSIGHT

At no time since the commencement of the Company’s most recently completed financial year ended December 31, 2024, was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.



## RELIANCE ON CERTAIN EXEMPTIONS

At no time since the commencement of the Company's most recently completed financial year ended December 31, 2024, has the Company relied on the exemption in section 2.4 of NI 52-110 - *Audit Committees (De Minimis Non-audit Services)*, the exemption in section 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*), the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*), the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*), or an exemption, in whole or in part, granted under Part 8 of NI 52-110.

As the Company is a "Venture Issuer" pursuant to relevant securities legislation, the Company is relying on the exemption in section 6.1 of NI 52-110 - Audit Committees, from the requirement of Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*) of NI 52-110.

## PRE-APPROVAL POLICIES AND PROCEDURES

The Audit Committee must pre-approve any engagement of the external auditors for any non-audit services to the Company in accordance with the applicable law and policies and procedures to be approved by the Board. The engagement of non-audit services will be considered by the Board on a case-by-case basis. Please refer to Appendix A of Schedule B appended hereto for the Policy for Approval of Non-Audit Services.

## EXTERNAL AUDITOR SERVICE FEES (BY CATEGORY)

The aggregate fees billed by the Company's external auditor in each of the last two financial years with respect to the Company, by category, are as follows:

Financial Year Ending December 31	Audit Fees <sup>(1)</sup> (\$)	Audit-Related Fees <sup>(2)</sup> (\$)	Tax Fees <sup>(3)</sup> (\$)	All Other Fees <sup>(4)</sup> (\$)
2024	144,847	Nil	Nil	Nil
2023	168,000	Nil	Nil	Nil

### NOTE(S):

- (1) "Audit Fees" include fees necessary to perform the annual audit and quarterly reviews of the Company's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
- (2) "Audit-Related Fees" include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) "All Other Fees" include all other non-audit services, other than for services reported under (1), (2) and (3) above.

## SECTION 7 – CORPORATE GOVERNANCE

### GENERAL

Pursuant to National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("NI 58-101"), the Company is required to disclose its corporate governance practices. Corporate governance relates to the policies, structure, and activities of a board of directors of a corporation, the members of which are elected by and are accountable to the shareholders of the corporation, and takes into account the role of the individual members of management who are appointed by the board of directors and who are charged with the day-to-day management of the corporation.

*National Policy 58-201 – Corporate Governance Guidelines* ("NP 58-201") establishes corporate governance guidelines which apply to all public companies. These guidelines are not intended to be prescriptive but to be used by issuers in developing their own corporate governance practices.

Corporate governance encourages establishing a reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good management. The Board is committed to sound corporate governance practices, as such practices are both in the interests of Shareholders and help to contribute to effective and efficient decision-making and believes the Company's system of corporate governance meets or exceeds the majority of the guidelines and requirements contained in NP 58-201.

## **BOARD OF DIRECTORS**

As at the date of this Circular, the members of the Board are Gregor Gregersen, Elizabeth Harrison, KC and Bassam Moubarak. Mr. Gregersen and Ms. Harrison are considered to be independent (as such term is defined in applicable securities legislation). Mr. Moubarak is not independent being the Company's Chief Financial Officer. During the year ended December 31, 2024, Collin Kettell and William Hayden also served as members of the Board. Mr. Kettell resigned as director on February 5, 2025 and, on the same day, was replaced by Mr. Moubarak. Mr. Hayden resigned as director on October 18, 2024.

### ***Mandate of the Board***

The Board has the duty to supervise the management of the business and affairs of the Company and shall, directly and through its committees, provide direction to senior management to pursue the best interests of the Company. Directors shall exercise their business judgment in a manner consistent with their fiduciary duties. In particular, directors are required to act honestly and in good faith, with a view to the best interests of the Company and to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Board exercises supervision over the Company's management through regular meetings of the Board, held to obtain an update on significant corporate activities and plans, both with and without members of management being in attendance.

### ***Meetings of the Board***

The Board meets at least once each calendar quarter to review, among other things, the performance of the Company. Results are compared and measured against a previously established plan and performance of prior fiscal years. This process establishes, among other things, benchmarks against which the Board may measure the performance of management. Other meetings of the Board are called to deal with special matters, as circumstances require.

During the Company's fiscal year ended December 31, 2024, the Board met five (5) times. The attendance of each director is as follows:

<b>Director</b>	<b>Meetings Attended</b>
Collin Kettell	5 of 5
Gregor Gregersen	5 of 5
Elizabeth Harrison, KC	5 of 5
William Hayden	3 of 3 <sup>(1)</sup>

#### **NOTE(S):**

(1) Mr. Hayden ceased to be a director before the 4th and 5th board meetings were held.

The independent directors do not hold regularly scheduled meetings. However, the independent directors have the opportunity to hold ad hoc meetings that are not attended by non-independent directors and they avail themselves of this opportunity at their discretion, as and when deemed necessary. During the financial year ended December 31, 2024, no meetings were held. The independent directors that serve on the Audit Committee of the Company also attend in camera meetings, at least annually, with the Company's auditor to enable discussion of matters without the presence of management or non-independent directors.

## DIRECTORSHIPS IN OTHER REPORTING ISSUERS

The below directors of the Company are also presently directors of other reporting issuers (or the equivalent) in a jurisdiction or a foreign jurisdiction:

Name of Director	Other Reporting Issuer (or the equivalent) <sup>(1)</sup>	Name of Trading Market
Bassam Moubarak	Planet X II Capital Corp.	TSX-V
	Planet X Capital Corp.	TSX-V
	Freeman Gold Corp.	TSX-V, OTCQB
Collin Kettell (Former Director)	Nevada King Gold Corp.	TSX-V, OTCQX

### NOTE(S):

- (1) The information in the table above as to other directorships is not within the knowledge of management of the Company and has been furnished by the respective director(s).

## POSITION DESCRIPTIONS

The Board delegates the day-to-day management of the business and affairs of the Company to the executive officers of the Company. Generally, operations in the ordinary course or operations that are not in the ordinary course and do not exceed material levels of expenditures or commitment on the part of the Company have been delegated to management. Decisions relating to matters that are not in the ordinary course and that involve material expenditures or commitments on the part of the Company require prior approval of the Board. Any responsibility which is not delegated to management or a Board committee remains with the Board. The CEO reviews corporate objectives with the Board on a quarterly basis. In this manner, the Board approves or develops the corporate objectives that management of the Company is responsible for achieving.

## ORIENTATION AND CONTINUING EDUCATION

The Company has not yet developed a formal orientation and training program for directors. If and when new directors are added, they will be provided with:

- (a) information respecting the functioning of the Board, committees and copies of the Company's corporate governance policies;
- (b) access to recent, publicly filed documents of the Company and the Company's internal financial information;
- (c) access to management and technical experts and consultants; and
- (d) a summary of significant corporate and securities responsibilities.

The Board members are encouraged to communicate with management, auditors, and technical consultants, to keep themselves current with industry trends and developments and changes in legislation with management's assistance, and to attend related industry seminars. The Board members have full access to the Company's records.

## ETHICAL BUSINESS CONDUCT

The Board has responsibility for the stewardship of the Company, including responsibility for strategic planning, identification of the principal risks of the Company's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training, and monitoring senior management) and the integrity of the Company's internal control and management information systems. To facilitate meeting this responsibility, the Board seeks to foster a culture of ethical conduct by striving to ensure that the Company carries out its business in line with high business and moral standards and applicable legal and financial requirements. In that regard, the Board:

- (a) has adopted a Code of Conduct for its directors, officers, employees, and consultants to operate in accordance with the highest ethical standards in their conduct of business for and on behalf of the Company;
- (b) encourages management to consult with legal and financial advisors to ensure that the Company is meeting those requirements;
- (c) is cognizant of the Company's timely disclosure obligations under Canadian securities laws and will review material disclosure documents such as financial statements, MD&A, and press releases prior to their distribution;
- (d) will rely on its Audit Committee to monitor compliance with the Code of Conduct and to annually review the systems of internal financial control and discuss such matters with the Company's external auditor; and
- (e) will actively monitor the Company's compliance with the Board's directives and ensure that all material transactions are thoroughly reviewed and authorized by the Board before being undertaken by management.

## **NOMINATION OF DIRECTORS**

In consultation with the Board, the Corporate Governance and Nominating Committee establishes and reviews with the Board the appropriate skills and characteristics required of members of the Board, taking into consideration the Board's short-term needs and long-term succession plans. In addition, the Corporate Governance and Nominating Committee develops, and annually updates, a long-term plan for the Board's composition, taking into consideration the characteristics of independence, age, skills, experience and availability of service to the Company of its members, as well as opportunities, risks and strategic direction of the Company.

The Corporate Governance and Nominating Committee is responsible for identifying potential Board candidates and assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors and recommends nominees to fill vacancies on the Board. Members of management and the Board are expected to be consulted for possible candidates and the Corporate Governance and Nominating Committee will make an assessment of whether each candidate is or would be (i) "independent" and (ii) "financially literate" within the meaning of applicable law.

On an annual basis, the Corporate Governance and Nominating Committee assists the Board in assessing each director's independence and reviews the relationship each director has with the Company to determine whether their independence is maintained.

## **COMMITTEES OF THE BOARD OF DIRECTORS**

The Board currently has three committees, namely the (i) Audit Committee, (ii) Compensation Committee and (iii) Corporate Governance and Nominating Committee.

The members of the Audit Committee are Gregor Gregersen, Elizabeth Harrison, KC and Bassam Moubarak. A description of the members and function of the Audit Committee can be found in this Circular under "*Section 6 - Audit Committee*".

The members of the Compensation Committee are Gregor Gregersen and Elizabeth Harrison, KC. The Compensation Committee has the responsibility for recommending the compensation of the CEO and CFO for approval by the Board. The compensation of the CEO and CFO will consist of a base salary, annual short-term incentive, and long-term incentive (stock options). The Compensation Committee reviews the compensation of the CEO and the CFO and the other senior officers on an annual basis.

The members of the Corporate Governance and Nominating Committee are Gregor Gregersen and Elizabeth Harrison, KC. Both Mr. Gregersen and Ms. Harrison are independent (as such term is defined in applicable securities legislation).

## ASSESSMENTS

The Board satisfies itself that the Board, its committees, and the individual directors are performing effectively by conducting informal assessments from time to time (including by the Corporate Governance and Nominating Committee).

## SECTION 8 – OTHER INFORMATION

### SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The Company has a 10% rolling stock option plan in place. See “Section 4 – Particulars of Matters to be Acted Upon – Approval of Stock Option Plan” and “Section 5 - Statement of Executive Compensation – Stock Options and Other Compensation Securities”.

The following table provides information as at December 31, 2024, regarding the number of Palisades Shares to be issued pursuant to the Stock Option Plan. The Company does not have any equity compensation plans that have not been approved by Shareholders.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders <sup>(1)</sup>	4,201,000	\$4.20	589,397
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
<b>Total:</b>	<b>4,201,000</b>	<b>\$4.20</b>	<b>589,397</b>

**NOTE:**

(1) Represents the Stock Option Plan. As at December 31, 2024, the Stock Option Plan reserved Palisades Shares equal to a maximum of 10% of the issued and outstanding Palisades Shares of the Company. As at December 31, 2024, the Company had 47,903,977 Palisades Shares issued and outstanding.

### INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than “routine indebtedness” as defined in applicable securities legislation, since the beginning of the financial year ended December 31, 2024, none of:

- (a) the executive officers, directors, employees and former executive officers, directors and employees of the Company or any of its subsidiaries;
- (b) the proposed nominees for election as a director of the Company; or
- (c) any associates of the foregoing persons;

is or has been indebted to the Company or any of its subsidiaries or has been indebted to any other entity where that indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, and which was not entirely repaid on or before the date of this Circular.

## **INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON**

Except as disclosed herein, no director or executive officer of the Company, nor any person who has held such a position since the beginning of the last completed financial year of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors and the approval of the Stock Option Plan, all described in this Circular.

## **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

Except as disclosed herein or in the Company's financial statements, no informed person of the Company, or proposed director of the Company, or any associate or affiliate of any informed person or proposed director, had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year, or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

An "informed person" means: (a) a director or executive officer of the Company; (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company; (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company or a combination of both carrying more than 10% of the voting rights other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) the Company itself, if and for so long as it has purchased, redeemed or otherwise acquired any of its shares.

## **MANAGEMENT CONTRACTS**

Since the beginning of the Company's most recently completed financial year ended December 31, 2024, management functions of the Company are not, and have not been, to any substantial degree performed by any person other than the executive officers and directors of the Company. See *Section 5 - Statement of Executive Compensation – Employment, Consulting and Management Agreements*.

## **NORMAL COURSE ISSUER BID**

Pursuant to TSXV Policy 5.6 – *Normal Course Issuer Bids*, the Company disclosed its intention to acquire up to 2,395,198 Palisades Shares, constituting approximately 5.0% of the issued and outstanding Palisades Shares at that time, by way of a Notice of Intention to Make a Normal Course Issuer Bid dated March 20, 2024 ("**2024 Notice**") which was submitted to the TSXV. The Normal Course Issuer Bid program ("**NCIB**") commenced on April 1, 2024 and was anticipated to terminate 12 months after, or on the date when the Company shall have acquired all of the Palisades Shares pursuant to the NCIB. The Company did not repurchase any Palisades Shares under the program For the 12 month period following April 1, 2024.

Subsequently, the Company applied for the renewal of the NCIB ("**Renewal NCIB**") by way of a Notice of Intention to Make a Normal Course Issuer Bid dated March 18, 2025 ("**2025 Notice**") which was submitted to the TSXV. In the 2025 Notice, the Company disclosed its intention to acquire up to 3,223,381 Palisades Shares, constituting approximately 5.0% of the issued and outstanding Palisades Shares at that time. No repurchases of Palisades Shares have been made to date.

Shareholders can obtain copies of the 2024 Notice and the 2025 Notice, without charge, upon request to the Company at 1055 West Georgia Street, Suite 2129, Vancouver, British Columbia, V6E 3P3 - telephone 845 535-1486 – email: [info@palisades.ca](mailto:info@palisades.ca).

## **ADDITIONAL INFORMATION**

Financial information about the Company is included in the Company's comparative annual financial statements and Management's Discussion and Analysis for the years ended December 31, 2024, and 2023, which have been electronically filed with regulators and are available under the Company's profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). Copies may be obtained without charge upon request to the Company at 1055 West Georgia Street, Suite 2129, Vancouver, British Columbia, V6E 3P3 - telephone 845 535-1486 – email: [info@palisades.ca](mailto:info@palisades.ca).

You may also access the Company's other public disclosure documents online under the Company's profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). Additional information about the Company can be found on the Company's website at <https://palisades.ca/>.

## **REQUEST FOR FINANCIAL STATEMENTS**

National Instrument 51-102 – *Continuous Disclosure Obligations* sets out the procedures for a Shareholder to receive financial statements. If you wish to receive financial statements, you may use the enclosed form of proxy or provide instructions in any other written format.

## **APPROVAL OF THE BOARD OF DIRECTORS**

The contents of this Circular have been approved and the delivery of it to each Shareholder entitled thereto and to the appropriate regulatory agencies has been authorized by the Board.

DATED at Vancouver, British Columbia, this 21<sup>st</sup> day of July, 2025.

BY ORDER OF THE BOARD

**PALISADES GOLDCORP LTD.**

/s/ Collin Kettell  
\_\_\_\_\_  
Collin Kettell  
Chief Executive Officer

**SCHEDULE A  
STOCK OPTION PLAN**

**PALISADES GOLDCORP LTD.  
(the “Company”)**

**STOCK OPTION PLAN**

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**PALISADES GOLDCORP LTD.**

**INCENTIVE STOCK OPTION PLAN**

Dated May 21, 2021, as amended September 23, 2022



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**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

**1.1 Defined Terms**

For the purposes of this Plan, the following term shall have the following meanings:

- (a) “Affiliate” has the meaning ascribed thereto under applicable British Columbia securities legislation in effect at the time of granting of any Option;
- (b) “Associate” has the meaning ascribed thereto under applicable British Columbia securities legislation in effect at the time of granting of any Option;
- (c) “Board” means the board of Directors of the Corporation or, as applicable, a committee of the Corporation duly appointed to administer this Plan;
- (d) “Common Shares” means the common shares in the capital of the Corporation;
- (e) “Consultant” means an individual who:
  - (i) provides ongoing consulting, technical, management or other services to the Corporation or an Affiliate under a written contract with the Corporation or the Affiliate other than services provided in relation to a Distribution,
  - (ii) possesses technical, business or management expertise of value to the Corporation or an Affiliate,
  - (iii) in the opinion of the Corporation, spends or will spend a reasonable amount of time and attention on the business and affairs of the Corporation or an Affiliate, and
  - (iv) has a relationship with the Corporation or an Affiliate that enables the Consultant to be knowledgeable about the business and affairs of the Corporation or the Affiliate,and includes a company of which a Consultant is an employee or shareholder and a partnership of which a Consultant is an employee or partner;
- (f) “Consultant Corporation” means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;
- (g) “Convertible Securities” means convertible securities of the Corporation, convertible into Common Shares;
- (h) “Corporation” means Palisades Goldcorp Ltd. and its successor entities;
- (i) “Director” means a director of the Corporation or of an Affiliate;
- (j) “Disinterested Shareholder Approval” means approval by a majority of the votes cast by shareholders of the Corporation or their proxies at a shareholders’ meeting other than votes attaching to securities beneficially owned by Insiders to whom Options may be granted pursuant to this Plan and their Associates and, for purposes of this Plan, holders of non-voting and subordinate voting securities (if any) will be given full voting rights on a resolution which requires disinterested shareholder approval;

- (k) "Distribution" has the meaning ascribed thereto under applicable British Columbia securities legislation in effect at the time of granting of any Option;
- (l) "Eligible Person" means a Director, Officer, Employee or Consultant, and includes an issuer all the voting securities of which are owned by Eligible Persons;
- (m) "Employee" means an individual who:
  - (i) is considered an employee of the Corporation or an Affiliate under the *Income Tax Act*, i.e. for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source,
  - (ii) works full-time for the Corporation or an Affiliate providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the Affiliate over the details and method of work as an employee of the Corporation or the Affiliate, but for whom income tax deductions are not made at source, or
  - (iii) works for the Corporation or an Affiliate on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the Affiliate over the details and method of work as an employee of the Corporation or the Affiliate, but for whom income tax deductions are not made at source;
- (n) "Expiry Date" means the last day of the term for an Option, as set by the Board at the time of grant in accordance with Section 5.2 and, if applicable, as amended from time to time;
- (o) "Fair Market Value" means the aggregate value of all investments held by the Corporation and its subsidiaries divided by the number of issued and outstanding common shares of the Corporation less any common share of the Corporation held by the Corporation. The aggregate value of any investment in a publicly listed issuer is derived by adding the value of publicly listed shares based on the closing price on the trading day prior to grant of options, and in the money warrants of publicly listed issuers will be valued using the difference between the exercise price of such warrants and the last traded price for that security prior to option grant. Investments in private issuers will be valued using the last financing completed by that issuer prior to the option grant less any liabilities owed by the issuer or any of its subsidiaries.
- (p) "Going Public Transaction" means the offering and sale to the public of securities of the Corporation in connection with which the securities of the Corporation are listed or quoted on an organized trading facility, or any other transaction pursuant to which the securities of a company which are exchanged for the securities of the Corporation are listed or quoted on an organized trading facility.
- (q) "Governmental Authorities" means governments, regulatory authorities, governmental departments, agencies, commission, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities:
  - (i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or another geographic or political subdivision of any of them; or
  - (ii) exercising or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

- (r) "Insider" has the meaning ascribed thereto by under applicable British Columbia securities legislation in effect at the time of granting of any Option;
- (s) "Investor Relations Activities" has the meaning ascribed thereto under applicable British Columbia securities legislation in effect at the time of granting of any Option;
- (t) "Laws" means currently existing applicable statutes, by-laws, rules, regulations, orders, ordinances or judgements, in each case of any Governmental Authority having the force of the law;
- (u) "Management Corporation Employee" means an individual who is employed by a Person providing management services to the Corporation or an Affiliate which are required for the ongoing successful operation of the business enterprise of the Corporation or the Affiliate, but excluding a Person providing Investor Relations Activities;
- (v) "Market Price" means either: a) if the common shares or other securities of the Corporation are listed for trading on any stock exchange, then the term "Market Price", shall have the meaning ascribed thereto under the applicable rules and policies of the stock exchange; or b) if the securities of the Corporation are not listed on any stock exchange, then "Market Price" shall mean "Fair Market Value";
- (w) "Officer" means an officer of the Corporation or of an Affiliate, and includes a Management Corporation Employee;
- (x) "Option" means an option to purchase Common Shares pursuant to this Plan;
- (y) "Other Share Compensation Arrangement" means, other than this Plan and any Options, any stock option plan, stock options, employee stock purchase plan or other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares, including but not limited to a purchase of Common Shares from treasury which is financially assisted by the Corporation by way of loan, guarantee or otherwise;
- (z) "Participant" means an Eligible Person who has been granted an Option;
- (aa) "Person" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;
- (bb) "Plan" means this Stock Option Plan; and
- (cc) "Termination Date" means the date on which a Participant ceases to be an Eligible Person.

## **1.2 Interpretation**

- (a) References to the outstanding Common Shares at any point in time shall be computed on a non-diluted basis.

## **ARTICLE 2 ESTABLISHMENT OF PLAN**

### **2.1 Purpose**

The purpose of this Plan is to advance the interests of the Corporation, through the grant of Options, by:

- (a) providing an incentive mechanism to foster the interest of Eligible Persons in the success of the Corporation and its Affiliates;
- (b) encouraging Eligible Persons to remain with the Corporation or its Affiliates; and
- (c) attracting new Directors, Officers, Employees and Consultants.

## **2.2 Shares Reserved**

- (a) The maximum number of Common Shares that may be reserved for issuance under this Plan shall not exceed 10% of the outstanding Common Shares at the time of the granting of an Option, LESS the aggregate number of Common Shares then reserved for issuance pursuant to any Other Share Compensation Arrangement. For greater certainty, if an Option is surrendered, terminated or expires without being exercised, the Common Shares reserved for issuance pursuant to such Option shall be available for new Options granted under this Plan.
- (b) If there is a change in the outstanding Common Shares by reason of any share consolidation or split, reclassification or other capital reorganization, or a stock dividend, arrangement, amalgamation, merger or combination, or any other change to, event affecting, exchange of or corporate change or transaction affecting the Common Shares, the Board shall make, as it shall deem advisable and subject to the requisite approval of the relevant regulatory authorities, appropriate substitution and/or adjustment in:
  - (i) the number and
  - (ii) kind of shares or other securities or property reserved or to be allotted for issuance pursuant to this Plan;
  - (iii) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to any outstanding unexercised Options, and in the exercise price for such shares or other securities or property; and
  - (iv) the vesting of any Options, including the accelerated vesting thereof on conditions the Board deems advisable,

and if the Corporation undertakes an arrangement or is amalgamated, merged or combined with another corporation, the Board shall make such provision for the protection of the rights of Participants as it shall deem advisable.

- (a) No fractional Common Shares shall be reserved for issuance under this Plan and the Board may determine the manner in which an Option, insofar as it relates to the acquisition of a fractional Common Share, shall be treated.
- (b) The Corporation shall, at all times while this Plan is in effect, reserve and keep available such number of Common Shares as will be sufficient to satisfy the requirements of this Plan.

## **2.3 Non-Exclusivity**

Nothing contained herein shall prevent the Board from adopting such other incentive or compensation arrangements as it shall deem advisable.

## **2.4 Effective Date**

This Plan shall be subject to the approval of any regulatory authority whose approval is required. Any Options granted under this Plan prior to such approvals being given shall be conditional upon such approvals being given, and no such Options may be exercised unless and until such approvals are given.

# **ARTICLE 3 ADMINISTRATION OF PLAN**

## **3.1 Administration**

- (a) This Plan shall be administered by the Board. Subject to the provisions of this Plan, the Board shall have the authority:
  - (i) to determine the Eligible Persons to whom Options are granted, to grant such Options, and to determine any terms and conditions, limitations and restrictions in respect of any particular Option grant, including but not limited to the nature and duration of the restrictions, if any, to be imposed upon the acquisition, sale or other disposition of Common Shares acquired upon exercise of the Option, and the nature of the events and the duration of the period, if any, in which any Participant's rights in respect of an Option or Common Shares acquired upon exercise of an Option may be forfeited;
  - (ii) to interpret the terms of this Plan, to make all such determinations and take all such other actions in connection with the implementation, operation and administration of this Plan, and to adopt, amend and rescind such administrative guidelines and other rules and regulations relating to this Plan, as it shall from time to time deem advisable, including without limitation for the purpose of ensuring compliance with Section 3.3 and 3.4 hereof.
- (b) The Board's interpretations, determinations, guidelines, rules and regulations shall be conclusive and binding upon the Corporation, Eligible Persons, Participants and all other Persons.

## **3.2 Amendment, Suspension and Termination**

The Board may amend, subject to the approval of any regulatory authority whose approval is required, suspend or terminate this Plan or any provision herein. No such amendment, suspension or termination shall alter or impair any outstanding unexercised Options or any rights without the consent of such Participant. If this Plan is suspended or terminated, the provisions of this Plan and any administrative guidelines, rules and regulations relating to this Plan shall continue in effect for the duration of such time as any Option remains outstanding.

## **3.3 Compliance with Laws**

- (a) This Plan, the grant and exercise of Options hereunder and the Corporation's obligation to sell, issue and deliver any Common Shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign Laws, policies, rules and regulations, to the policies, rules and regulations of any stock exchanges or other markets on which the Common Shares are listed or quoted for trading and to such approvals by any Governmental Authority as may, in the opinion of counsel to the Corporation, be required. The Corporation shall not be obligated by the existence of this Plan or any provision of this Plan or the grant or exercise of Options hereunder to sell, issue or deliver Common Shares upon exercise of Options in violation of such Laws, policies, rules and regulations or any condition or requirement of such approvals.

- (b) No Option shall be granted and no Common Shares sold, issued or delivered hereunder where such grant, sale, issue or delivery would require registration or other qualification of this Plan or of the Common Shares under the applicable securities Laws of any foreign jurisdiction, and any purported grant of any Option or any sale, issue and delivery of Common Shares hereunder in violation of this provision shall be void. In addition, the Corporation shall have no obligation to sell, issue or deliver any Common Shares hereunder unless such Common Shares shall have been duly listed, upon official notice of issuance, with all stock exchanges on which the Common Shares are listed for trading.
- (c) Common Shares sold, issued and delivered to Participants pursuant to the exercise of Options shall be subject to restrictions on resale and transfer under applicable securities laws and the requirements of any stock exchanges or other markets on which the Common Shares are listed or quoted for trading, and any certificates representing such Common Shares shall bear, as required, a restrictive legend in respect thereof.

### **3.4 Tax Withholding**

- (a) Notwithstanding any other provision contained herein, in connection with the exercise of an Option by a Participant from time to time, as a condition to such exercise the Corporation shall require such Participant to pay to the Corporation or any relevant Subsidiary an amount as necessary so as to ensure that the Corporation or such Subsidiary, as applicable, is in compliance with the applicable provisions of any federal, provincial or local Laws relating to the withholding of tax or other required deductions relating to the exercise of such Options. In addition, the Corporation or the relevant Subsidiary, as applicable, shall be entitled to withhold from any amount payable to a Participant, either under this Plan or otherwise, such amount as may be necessary so as to ensure that the Corporation or the relevant Subsidiary is in compliance with the applicable provisions of any federal, provincial or local Laws relating to the withholding of tax or other required deductions relating to the exercise of such Options.

## **ARTICLE 4 OPTION GRANTS**

### **4.1 Eligibility and Multiple Grants**

Options shall only be granted to Eligible Persons. An Eligible Person may receive Options on more than one occasion and may receive separate Options, with differing terms, on any one or more occasions.

### **4.2 Representation**

Every Option shall be evidenced by an option agreement executed by the Corporation and the Participant, which shall, if the Participant is an Employee, Consultant or Management Corporation Employee, contain a representation and warranty by the Corporation and such Participant that such Participant is a bona fide Employee, Consultant or Management Corporation Employee, as the case may be, of the Corporation or an Affiliate. In the event of any discrepancy between this Plan and an option agreement, the provisions of this Plan shall govern.

### **4.3 Limitation on Grants and Exercises**

- (a) **To any one Person.** The number of Common Shares reserved for issuance to any Person in any 12-month period under this Plan and any Other Share Compensation Arrangement shall not exceed 5% of the Common Shares outstanding at the time of the grant, unless the Corporation has obtained Disinterested Shareholder Approval to exceed such limit.



- (b) **To Consultants.** The number of Common Shares reserved for issuance to any one Consultant in any 12-month period under this Plan and any Other Share Compensation Arrangement shall not exceed 2% of the Common Shares outstanding at the time of the grant.
- (c) **To Persons conducting Investor Relations Activities.** The aggregate number of Common Shares reserved for issuance to all Persons conducting Investor Relations Activities in any 12-month period under this Plan shall not exceed 2% of the outstanding Common Shares at the time of the grant.
- (d) **To Insiders.** Unless the Corporation has received Disinterested Shareholder Approval to do so:
  - (i) the aggregate number of Common Shares reserved for issuance to Insiders under this Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding Common Shares at any point in time;
  - (ii) the aggregate number of Common Shares reserved for issuance to Insiders in any 12-month period under this Plan and any Other Share Compensation Arrangement shall not exceed 10% of the outstanding Common Shares at the time of the grant.

## ARTICLE 5 ARTICLES OPTION TERMS

### 5.1 Exercise Price

- (a) The exercise price per Common Share for an Option shall be determined by the directors or their delegates, if any, but will in no event be less than the Market Price for the Common Shares.
- (b) If Options are granted within ninety days of a distribution by the Corporation by prospectus, then the exercise price per Common Share for such Option will be the greater of the minimum exercise price calculated pursuant to subsection (a) herein and the price per Common Share paid by the public investors for Common Shares acquired pursuant to such distribution. Such ninety-day period shall begin:
  - (i) on the date the final receipt is issued for the final prospectus in respect of such distribution; and
  - (ii) in the case of a prospectus that qualifies special warrants, on the closing date of the private placement in respect of such special warrants.

### 5.2 Expiry Date

Every Option shall have a term not exceeding 10 years and shall therefore expire no later than 10 years after the date of grant.

### 5.3 Vesting

- (a) Subject to the subsections 5.3(b), 5.6 and 5.7, the Board shall determine the manner in which an Option shall vest and become exercisable.
- (b) Options granted to Consultants performing Investor Relations Activities shall vest over a minimum of 12 months with no more than one-quarter (1/4) of such Options vesting in any 3 month period.

#### **5.4 Non-Assignability**

Options may not be assigned or transferred.

#### **5.5 Ceasing to be an Eligible Person**

- (a) If a Participant who is a Director, Officer, Employee or Consultant is terminated for cause, which in respect of a Director shall be deemed to include:
  - (i) ceasing to meet the qualifications for a director prescribed by the corporate legislation applicable to the Corporation, other than as a result of bankruptcy or mental incompetency, and the Participant does not otherwise continue to qualify as an Eligible Person in a different capacity with the Corporation;
  - (ii) the delivery to that Director of a formal request for resignation signed by a majority of the Board following a material breach of fiduciary duty by that Director and the Participant does not otherwise continue to qualify as an Eligible Person in a different capacity with the Corporation;
  - (iii) ceasing to be a director by reason of a special resolution to that effect passed by the shareholders of the Corporation pursuant to the corporate legislation applicable to the Corporation, and the Participant does not otherwise continue to qualify as an Eligible Person in a different capacity with the Corporation,
- (b) then each Option held by such Participant shall terminate and shall therefore cease to be exercisable no later than the earlier of the Expiry Date and the date which is 30 days after such termination for cause.
- (c) If a Participant is prevented, by order or similar decision of the British Columbia Securities Commission or other regulatory authority having jurisdiction over the Corporation or its affairs, from holding an Option, then each Option held by such Participant shall terminate and shall therefore cease to be exercisable upon the making of such order or similar decision.
- (d) If a Participant dies prior to otherwise ceasing to be an Eligible Person, each Option held by such Participant shall terminate and shall therefore cease to be exercisable no later than the earlier of the Expiry Date and the date which is twelve months after the date of the Participant's death.
- (e) If a Participant ceases to be an Eligible Person other than in the circumstances set out in subsection (a), (b) or (c) herein, each Option held by such Participant shall terminate and shall therefore cease to be exercisable no later than the earlier of the Expiry Date and the date which is 90 days after such terminating event, always provided that the Board may, allow for each Option held by such Participant to terminate and cease to be exercisable on such later date, not exceeding 12 months following the Participant ceasing to be an Eligible Person, as the Board in its discretion may determine is reasonable.
- (f) For greater certainty, if a Participant dies, each Option held by such Participant shall be exercisable by the legal representative of such Participant until such Option terminates and therefore ceases to be exercisable pursuant to the terms of this Section.
- (g) If any portion of an Option is not vested at the time a Participant ceases, for any reason whatsoever, to be an Eligible Person, such unvested portion of the Option may not be thereafter exercised by the Participant or its legal representative, as the case may be, always provided that the Board may, in its discretion, thereafter permit the Participant or

its legal representative, as the case may be, to exercise all or any part of such unvested portion of the Option that would have vested prior to the time such Option otherwise terminates and therefore ceases to be exercisable pursuant to the terms of this Section. For greater certainty, and without limitation, this provision will apply regardless of whether the Participant ceased to be an Eligible Person voluntarily or involuntarily, was dismissed with or without cause, and regardless of whether the Participant received compensation in respect of dismissal or was entitled to a notice of termination for a period which would otherwise have permitted a greater portion of an Option to vest.

## **5.6 Take-Over Bid**

If a take-over bid, as defined under applicable securities Laws (the “Offer”), is made for Common Shares or Convertible Securities which, if successful (assuming the conversion exchange or exercise of the Convertible Securities, if any, that are the subject of the take-over bid), would result in any Person or Persons acting jointly or in concert as determined under applicable securities Laws, or Persons associated or affiliated with such Person or Persons as determined under applicable securities Laws beneficially, directly or indirectly, owning shares that would, notwithstanding any agreement to the contrary, entitle the holders thereof for the first time to cast at least 50% of the votes attaching to all shares in the capital of the Corporation that may be cast to elect Directors, the Corporation shall immediately upon receipt of notice of the Offer, notify each Participant of the full particulars of the Offer, whereupon all Options will become fully vested and the Options may be exercised in whole or in part by the Participant so as to permit the Participant to tender the Common Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Common Shares tendered by the Participant pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Common Shares received upon such exercise, or in the case of subsection 5.6(b) herein, the Common Shares that are not taken up and paid for by the offeror, may, at discretion of the Directors and, subject to the availability of applicable exemptions from issuer bid requirements under applicable Laws, be surrendered by the Participant to the Corporation for cancellation and with respect to such returned Common Shares, the Option shall be reinstated as if it had not been exercised. If any Common Shares are returned to the Corporation under this section, the Corporation shall immediately refund the exercise price to the Participant for the Options relating to such returned and cancelled Common Shares.

## **5.7 Going Public Transaction**

Prior to completion of a Going Public Transaction, the Directors, applicable regulatory authorities or any underwriter or agent may require that there be no outstanding Options and, the Corporation may deliver a notice to the Participant to this effect, in which case the unvested portion of the Option held by the Participant, if any, will immediately vest and the Expiry Date of the Option will be the 30th day following the date of such notice. In such a case, in the event that the Corporation does not complete the Going Public Transaction, and any Options are cancelled following such 30-day period, the Corporation will, to the extent reasonably practicable, grant to the Participant whose Options were so cancelled an Option equivalent (including the original vesting terms, if any) to the Options so cancelled.

## **5.8 Going Public Agreements**

If the Corporation commences a Going Public Transaction, each Participant will promptly enter into all such escrow, pooling or other agreements as are required by the Directors, any securities regulatory authorities or any agent or underwriters in connection with such Going Public Transaction.

## **ARTICLE 6 EXERCISE PROCEDURE**

### **6.1     Exercise Procedure**

An Option may be exercised from time to time, and shall be deemed to be validly exercised by the Participant only upon the Participant's delivery to the Corporation at its registered office:

- (a) a written notice of exercise addressed to the Corporate Secretary of the Corporation, specifying the number of Common Shares with respect to which the Option is being exercised;
- (b) the originally signed option agreement with respect to the Option being exercised;
- (c) a certified cheque or bank draft made payable to the Corporation for the aggregate exercise price for the number of Common Shares with respect to which the Option is being exercised, together with the amount necessary to satisfy any applicable tax withholding or remittance obligations under applicable Laws; and
- (d) documents containing such representations, warranties, agreements and undertakings, including such as to the Participant's future dealings in such Common Shares, as counsel to the Corporation reasonably determines to be necessary or advisable in order to comply with or safeguard against the violation of the Laws of any jurisdiction.
- (e) and on the business day following, the Participant shall be deemed to be a holder of record of the Common Shares with respect to which the Option is being exercised. The Corporation shall, within three business days of receipt of the notice of exercise and certified cheque or bank draft, cause certificates for such Common Shares to be issued and delivered to the Participant.

## **ARTICLE 7 AMENDMENT OF OPTIONS**

### **7.1     Consent to Amend**

The Board may amend any Option with the consent of the affected Participant. For greater certainty, Disinterested Shareholder Approval is required for any reduction in the exercise price of an Option, or extension of the term of an Option, if the Participant is an Insider at the time of the proposed amendment.

### **7.2     Amendment Subject to Approval**

If the amendment of an Option requires regulatory or shareholder approval, such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until such approvals are given.

## **ARTICLE 8 MISCELLANEOUS**

### **8.1     No Rights as Shareholder**

Nothing in this Plan or any Option shall confer upon a Participant any rights as a shareholder of the Corporation with respect to any of the Common Shares underlying an Option unless and until such Participant shall have become the holder of such Common Shares upon exercise of such Option in accordance with the terms of the Plan.

## **8.2     No Right to Employment**

Nothing in this Plan or any Option shall confer upon a Participant any right to continue in the employ of the Corporation or any Affiliate or affect in any way the right of the Corporation or any Affiliate to terminate the Participant's employment, with or without cause, at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any Affiliate to extend the employment of any Participant beyond the time which the Participant would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or any Affiliate, or beyond the time at which he would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or any Affiliate.

## **8.3     Governing Law**

This Plan, all option agreements, the grant and exercise of Options hereunder, and the sale, issue and delivery of Common Shares hereunder upon exercise of Options shall be, as applicable, governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein. The Courts of the Province of British Columbia shall have the exclusive jurisdiction to hear and decide any disputes or other matters arising herefrom.

## **8.4     Effective Date**

Effective from May 21, 2021, as amended September 23, 2022. Last approved by shareholders on October 14, 2021.

**SCHEDULE B  
AUDIT COMMITTEE CHARTER**

**PALISADES GOLDCORP LTD.  
(the “Company”)**

**CHARTER OF THE AUDIT COMMITTEE**

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**1. ROLE AND OBJECTIVE**

The Audit Committee (the “**Committee**”) is appointed by and reports to the Board of Directors (the “**Board**”) of Palisades Goldcorp Ltd. (the “**Company**”). The Committee assists the Board in fulfilling its oversight responsibilities relating to financial accounting and reporting process and internal controls for the Company.

The Committee and its membership shall to the best of its ability, knowledge and acting reasonably, meet all applicable legal, regulatory and listing requirements, including, without limitation, those of any stock exchange on which the Company’s shares are listed, the *Business Corporations Act* (British Columbia) (the “**Act**”), and all applicable securities regulatory authorities.

**2. COMPOSITION**

- The Committee shall be composed of three or more directors as shall be designated by the Board from time to time.
- At least two members of the Committee shall be “independent” and each Committee member shall be financially literate (as such terms are defined under applicable securities laws and exchange requirements for audit committee purposes). Each member of the Committee shall be able to read and understand the Company’s financial statements, including the Company’s statement of financial position, income statement and cash flow statement and any other applicable statements or notes to the financial statements.
- Members of the Committee shall be appointed at a meeting of the Board, typically held following the annual shareholders’ meeting. Each member shall serve until his/her successor is appointed unless he/she shall resign or be removed by the Board or he/she shall otherwise cease to be a director of the Company. Any member may be removed or replaced at any time by the Board.
- Where a vacancy occurs at any time in the membership of the Committee, it may be filled by a vote of a majority of the Board.
- The Chair of the Committee may be designated by the Board or, if it does not do so, the members of the Committee may elect a chair by vote of a majority of the full Committee membership. The Chair of the Committee shall be an independent director (as described above).
- If the Chair of the Committee is not present at any meeting of the Committee, one of the other members of the Committee present at the meeting shall be chosen by the Committee to preside.
- The Chair of the Committee presiding at any meeting shall not have a casting vote.
- The Committee shall appoint a secretary (the “**Secretary**”) who need not be a member of the Committee or a director of the Company. The Secretary shall keep minutes of the meetings of the Committee. This role is normally filled by the Secretary of the Company.

### 3. MEETINGS

- The Committee shall meet at least quarterly, at the discretion of the Chair or a majority of its members, as circumstances dictate or as may be required by applicable legal or listing requirements, provided that meetings of the Committee shall be convened whenever requested by the auditor that is appointed by the shareholders (the “**Independent Auditor**”) or any member of the Committee in accordance with the Act.
- Notice of the time and place of every meeting may be given orally, in writing, by facsimile or by e-mail to each member of the Committee, when possible at least 48 hours prior to the time fixed for such meeting.
- A member may in any manner waive notice of the meeting. Attendance of a member at the meeting shall constitute waiver of notice of the meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called.
- Any member of the Committee may participate in the meeting of the Committee by means of conference telephone or other communication equipment, and the member participating in a meeting pursuant to this paragraph shall be deemed, for purposes hereof, to be present in person at the meeting.
- A majority of Committee members, present in person, by video-conference, by telephone or by a combination thereof, shall constitute a quorum.
- If within one hour of the time appointed for a meeting of the Committee, a quorum is not present, the meeting shall stand adjourned to the same hour on the next business day following the date of such meeting at the same place. If at the adjourned meeting a quorum as hereinbefore specified is not present within one hour of the time appointed for such adjourned meeting, such meeting shall stand adjourned to the same hour on the next business day following the date of such meeting at the same place. If at the second adjourned meeting a quorum as hereinbefore specified is not present, the quorum for the adjourned meeting shall consist of the members then present.
- If and whenever a vacancy shall exist, the remaining members of the Committee may exercise all of its powers and responsibilities so long as a quorum remains on the Committee.
- At all meetings of the Committee, every question shall be decided by a majority of the votes cast. In case of an equality of votes, the matter will be referred to the Board for decision. Any decision or determination of the Committee reduced to writing and signed by all of the members of the Committee shall be fully effective as if it had been made at a meeting duly called and held.
- The Chief Executive Officer and Chief Financial Officer are expected to be available to attend meetings when requested, but a portion of every meeting will be reserved for in camera discussion without the Chief Executive Officer or Chief Financial Officer, or any other member of management, being present.
- The Committee may by specific invitation have other resource persons in attendance such officers, directors and employees of the Company and its subsidiaries, and other persons, including the Independent Auditor, as it may see fit, from time to time, to attend at meetings of the Committee.
- The Board may at any time amend or rescind any of the provisions hereof, or cancel them entirely, with or without substitution.

- The Committee shall have the right to determine who shall and who shall not be present at any time during a meeting of the Committee.
- Minutes of Committee meetings shall be sent to all Committee members.
- The Chair of the Committee shall report periodically the Committee's findings and recommendations to the Board.

#### **4. RESOURCES AND AUTHORITY**

- The Committee shall have access to such officers and employees of the Company and its subsidiaries and to such information with respect to the Company and its subsidiaries as it considers being necessary or advisable in order to perform its duties and responsibilities.
- The Committee shall have the authority to engage and obtain advice and assistance from internal or external legal, accounting or other advisors and resources, as it deems advisable, at the expense of the Company.
- The Committee shall have the authority to communicate directly with the Independent Auditor.

#### **5. RESPONSIBILITIES**

##### **A. Chair**

To carry out its oversight responsibilities, the Chair of the Committee shall undertake the following:

- provide leadership to the Committee with respect to its functions as described in this Charter and as otherwise may be appropriate, including overseeing the logistics of the operations of the Committee;
- chair meetings of the Committee, unless not present (including in camera sessions), and report to the Board following each meeting of the Committee on the findings, activities and any recommendations of the Committee;
- ensure that the Committee meets on a regular basis and at least four times per year;
- in consultation with the Committee members, establish a calendar for holding meetings of the Committee;
- ensure that Committee materials are available to any director on request;
- report annually to the Board on the role of the Committee and the effectiveness of the Committee in contributing to the objectives and responsibilities of the Board as a whole;
- foster ethical and responsible decision making by the Committee and its individual members;
- encourage Committee members to ask questions and express viewpoints during meetings;
- together with the Nominating and Corporate Governance Committee, oversee the structure, composition, membership and activities delegated to the Committee from time to time;
- ensure that resources and expertise are available to the Committee so that it may conduct its work effectively and efficiently;



- attend each meeting of shareholders to respond to any questions from shareholders as may be put to the Chair; and
- perform such other duties and responsibilities as may be delegated to the Chair by the Board from time to time.

## **B. The Committee**

The Committee has the authority to conduct any investigation appropriate to its responsibilities, and it may request the Independent Auditor as well as any officer of the Company, or outside counsel for the Company, to attend a meeting of the Committee or to meet with any members of, or advisors to, the Committee. The Committee shall have unrestricted access to the books and records of the Company and has the authority to retain, at the expense of the Company, special legal, accounting, or other consultants or experts to assist in the performance of the Committee's duties.

The Committee is hereby delegated the duties and powers specified in Section 225 of the Act and, without limiting these duties and powers, the Committee will carry out the following responsibilities:

### Financial Accounting and Reporting Process and Internal Controls

- review the annual audited financial statements and report thereon to the Board and recommend to the Board whether or not same should be approved prior to their being filed with the appropriate regulatory authorities. The Committee shall also review and approve the interim financial statements prior to their being filed with the appropriate regulatory authorities. The Committee shall discuss significant issues regarding accounting principles, practices, and judgments of management with management and the Independent Auditor as and when the Committee deems it appropriate to do so. The Committee shall satisfy itself that the information contained in the annual audited financial statements is not significantly erroneous, misleading or incomplete and that the audit function has been effectively carried out.
- assess the integrity of internal controls and financial reporting procedures and ensure implementation of appropriate controls and procedures.
- review the financial statements, management's discussion and analysis relating to annual and interim financial statements, and press releases and any other public disclosure documents containing financial disclosure before the Company publicly discloses this information.
- be satisfied that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements, and periodically assess the adequacy of these procedures.
- meet no less frequently than annually with the Independent Auditor and the Chief Financial Officer or, in the absence of a Chief Financial Officer, with the officer of the Company in charge of financial matters, to review accounting practices, internal controls and such other matters as the Committee deems appropriate.
- inquire of management and the Independent Auditor about significant risks or exposures, both internal and external, to which the Company may be subject, and assess the steps management has taken to minimize such risks.
- review the post-audit or management letter containing the recommendations of the Independent Auditor and management's response and subsequent follow-up to any identified weaknesses.
- oversee the Company's plans to adopt changes to accounting standards and related disclosure obligations.

- in consultation with the Corporate Governance and Nominating Committee, ensure that there is an appropriate standard of corporate conduct including, if necessary, adopting and overseeing a corporate code of ethics for senior financial personnel.
- establish procedures for:
- the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters; and
- the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

#### Independent Auditor

- recommend to the Board for approval by shareholders, the selection, appointment and compensation of the Independent Auditor;
- be directly responsible for oversight of the Independent Auditor and the Independent Auditor shall report directly to the Committee.
- with reference to the procedures outlined separately in “Policy for Procedures for Approval of Non-Audit Services” (attached hereto as Appendix `A’), pre-approve all audit and non-audit services not prohibited by law to be provided by the Independent Auditor.
- review the Independent Auditor’s audit plan, including scope, procedures, timing and staffing of the audit.
- review the results of the annual audit with the Independent Auditor, including matters related to the conduct of the audit, and receive and review the auditor’s interim review reports.
- review fees paid by the Company to the Independent Auditor and other professionals in respect of audit and non-audit services on an annual basis.

#### ***Other Responsibilities***

- perform any other activities consistent with this Charter and governing law, as the Committee or the Board deems necessary or appropriate;
- institute and oversee special investigations, as needed; and
- review and assess the adequacy of this Charter annually and submit any proposed revisions to the Board for approval.

## Appendix A

### Policy for Approval of Non-Audit Services

In the event that Palisades Goldcorp Ltd. ("" or the "**Company**") or a subsidiary of the Company wishes

1. to retain the services of the Company's Independent Auditor for services other than the annual audit (e.g. tax compliance, tax advice or tax planning, to meet the requirements of a regulatory filing or due diligence, to receive advice on various matters, etc.), the Chief Financial Officer of the Company shall consult with the Audit Committee of the Board of Directors (the "**Committee**"), who shall have the authority to approve or disapprove such non-audit services. The Chair of the Committee has the authority to approve or disapprove such non-audit services on behalf of the Committee, and shall advise Committee of such pre-approvals no later than the time of the next meeting of the Committee following such pre-approval having been given.
2. The Committee, or the Chair of the Committee, as appropriate, shall confer with the Independent Auditor regarding the nature of the services to be provided and shall not approve any services that would be considered to impair the independence of the Independent Auditor. For greater clarity, the following is a non-exhaustive list of the categories of non-audit services that would be considered to impair the independence of the Independent Auditor:
  - (a) bookkeeping or other services related to or requiring management decisions in connection with the Company's accounting records or financial statements;
  - (b) financial information systems design and implementation;
  - (c) appraisal or valuation services, fairness opinion or contributions-in-kind reports;
  - (d) actuarial services;
  - (e) internal audit outsourcing services;
  - (f) management functions;
  - (g) human resources;
  - (h) broker or dealer, investment adviser or investment banking services;
  - (i) legal services;
  - (j) expert services unrelated to the audit; and
  - (k) any other service that the Canadian Public Accountability Board or any other applicable regulatory authority determines is impermissible.
3. The Chief Financial Officer of the Company shall maintain a record of non-audit services approved by the Chair of the Committee or the Committee for each fiscal year and provide a report to the Committee any services pre-approved since the last report, at each meeting and no less frequently than on a quarterly basis.
4. In accordance with the requirements set forth under the "Exemption for minimal non-audit services" provided by Section 2.3(4) of National Instrument 52-110 — Audit Committees, whereby the Independent Auditor has commenced a service and:

- (a) the Company or the subsidiary entity of the Company, as the case may be, and the Independent Auditor did not recognize the services as non-audit services at the time of the engagement;
- (b) once recognized as non-audit services, the services are promptly brought to the attention of the Committee and approved by the Committee prior to the completion of the audit; and
- (c) the aggregate fees for the non-audit services not previously approved are immaterial in comparison to the aggregate fees paid by the Company to the Company's Independent Auditor during the financial year in which the services are provided,

such services shall be exempted from the requirements for pre-approval of non-audit services set out in this Policy.

**SCHEDULE C  
ARRANGEMENT RESOLUTION**

**BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:**

1. The arrangement (the “**Arrangement**”) under Part 9, Division 5 of *the Business Corporations Act* (British Columbia) (“**BCBCA**”) of Palisades Goldcorp Ltd. (“**Palisades**” or the “**Company**”), as it may be modified, supplemented or amended from time to time in accordance with its terms, and as more particularly described and set forth in the Information Circular dated July ♦, 2025 of Palisades (the “**Circular**”), is hereby authorized, approved and adopted.
2. The distribution of the common shares currently owned by the Company of New Found Gold Corp., to the shareholders of Palisades on a pro rata basis by way of the Arrangement, is hereby authorized, approved and adopted.
3. The plan of arrangement involving Palisades as it may be modified, supplemented or amended from time to time in accordance with its terms (the “**Plan of Arrangement**”), the full text of which is set out as Schedule D to this Circular and all transactions contemplated thereby, is hereby authorized, approved and adopted.
4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of Palisades (the “**Shareholders**”) or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Palisades are hereby authorized and empowered to, at their discretion without notice to or approval of the Shareholders (i) to amend the Plan of Arrangement to the extent permitted by the Plan of Arrangement and the Supreme Court of British Columbia, and (ii) not to proceed with the Arrangement and related transactions at any time prior to the Effective Time.
5. Any officer or director of Palisades is hereby authorized and directed for and on behalf of Palisades to execute or cause to be executed, under the seal of Palisades or otherwise, and to deliver or cause to be delivered, all such documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such authorization to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

**SCHEDULE D  
PLAN OF ARRANGEMENT**

**UNDER DIVISION 5 OF PART 9 OF THE  
BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)**

**ARTICLE 1 - INTERPRETATION**

**1.1     Definitions**

In this Plan of Arrangement, unless something in the subject matter or context is inconsistent therewith:

- (a)     **"Arrangement"** means an arrangement under the provisions of Division 5 of Part 9 of the BCBCA, on the terms and conditions set forth in the Plan of Arrangement;
- (b)     **"BCBCA"** means the *Business Corporations Act* (British Columbia), as amended;
- (c)     **"Business Day"** means any day, other than a Saturday or a Sunday, when Canadian chartered banks are open for business in the City of Vancouver, British Columbia;
- (d)     **"Company"** or **"Palisades"** means Palisades Goldcorp Ltd.;
- (e)     **"Court"** means the Supreme Court of British Columbia;
- (f)     **"Depository"** means Odyssey Trust Company or such other depository as the Company may determine;
- (g)     **"Dissenting Shareholders"** means shareholders who have properly exercised their rights of dissent pursuant to Article 3 of the Plan of Arrangement;
- (h)     **"Dissenting Shares"** has the meaning set out in Article 3 of the Plan of Arrangement;
- (i)     **"Dissent Rights"** has the meaning set out in Article 3 of the Plan of Arrangement;
- (j)     **"Distribution Record Date"** means ♦, 2025, or such other date as the Company's board of directors may determine;
- (k)     **"DRS"** means direct registration system;
- (l)     **"Effective Date"** means the date upon which the Plan of Arrangement becomes effective in accordance with the BCBCA;
- (m)     **"Effective Time"** means 12:01 a.m. (Pacific Daylight Time) on the Effective Date or such other time on the Effective Date as determined by the Company in its sole discretion;
- (n)     **"Encumbrance"** includes, with respect to any property or asset, any mortgage, pledge, assignment, hypothec, charge, lien, security interest, adverse right or claim, other third party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;
- (o)     **"Final Order"** means the final order of the Court approving the Arrangement as such order may be amended by the Court (with the consent of the Company) at any time prior to the Effective Date or, if appealed, then, unless such appeal is abandoned or denied, as

affirmed or as amended (provided that any such amendment is acceptable to the Company) on appeal;

- (p) **"Information Circular"** means the information circular to be sent to shareholders in connection with the Meeting;
- (q) **"Interim Order"** means the interim order of the Court dated July 23, 2025, as such order may be amended, supplemented or varied by the Court in respect of the Arrangement providing for, among other things, the calling and holding of the Meeting, as the same may be amended by the Court with the consent of the Company;
- (r) **"Meeting"** means the special meeting of shareholders of the Company to be held at 10:00 a.m. (Pacific Daylight time) on August 27, 2025 and any adjournment or postponement thereof;
- (s) **"New Found"** means New Found Gold Corp., a corporation existing under the laws of British Columbia.
- (t) **"New Found Share Ratio"** means the fraction equal to the number of New Found Shares determined by the Company on the Distribution Record Date, divided by the number of Palisades Shares that are issued and outstanding on the Distribution Record Date;
- (u) **"New Found Shares"** means common shares of New Found;
- (v) **"New Palisades Shares"** means a new class of voting common shares without par value which Palisades will create and issue as described in Section 2.2(b) of this Plan of Arrangement and for which the Palisades Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Palisades Shares;
- (w) **"Palisades Shares"** means the common shares without par value which Palisades is authorized to issue as the same are constituted on the date hereof;
- (x) **"Palisades Class A Shares"** means the renamed and redesignated Palisades Shares as described in Section 2.2(b)(i) of this Plan of Arrangement;
- (y) **"Person"** means and includes any individual, sole proprietorship, partnership, joint venture, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and any governmental authority or any agency or instrumentality thereof;
- (z) **"Plan of Arrangement"** means this plan of arrangement and any amendment or variation hereto;
- (aa) **"Registrar"** means the registrar appointed under section 400 of the BCBCA;
- (bb) **"Shareholder"** or "holder of shares" means a registered or beneficial holder of Palisades Shares on the Effective Date;
- (cc) **"Tax Act"** means the *Income Tax Act* (Canada), as amended;
- (dd) **"Transfer Agent"** means Odyssey Trust Company for Palisades; and Computershare Investor Services plc for New Found, as applicable.

## **1.2 Headings**

The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Plan of Arrangement. The terms “this Plan of Arrangement”, “hereof” and “hereunder” and similar expressions refer to this Plan of Arrangement and not to any particular Article or Section hereof and include any agreement or instrument supplemental therewith, references herein to Articles and Sections are to Articles and Sections of this Plan of Arrangement.

## **1.3 Number**

In this Plan of Arrangement, unless something in the context is inconsistent therewith, words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa and words importing shareholders will include members.

## **1.4 Currency**

Unless otherwise stated in this Plan of Arrangement, all references herein to amounts of money are expressed in lawful money of Canada.

# **ARTICLE 2 ARRANGEMENT**

## **2.1 Binding Effect**

At the Effective Time, this Plan of Arrangement will be binding on the Company and all Shareholders, without any further act or formality on the part of any Person, except as otherwise provided herein.

## **2.2 Arrangement**

At the Effective Time, subject to the provisions of Article 3 of this Plan of Arrangement, the following will occur and will be deemed to occur in the following order without any further act or formality:

- (a) all Dissenting Shares held by Dissenting Shareholders will be deemed to have been irrevocably transferred free and clear of all Encumbrances to the Company, and:
  - (i) each Dissenting Shareholder will cease to have any rights as a Shareholder other than the right to be paid by the Company, in accordance with the Dissent Rights and net of any applicable withholding tax, the fair value of such Dissent Shares;
  - (ii) the Dissenting Shareholder's name will be removed as the holder of such Dissenting Shares from the central securities register of the Company;
  - (iii) the Dissenting Shares will be cancelled; and
  - (iv) the Dissenting Shareholder will be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such Dissenting Shares;
- (b) the authorized share structure of the Company will be altered by:
  - (i) renaming and redesignating the issued and unissued (but reserved) Palisades Shares as “Class A common” shares without par value and amending the special



rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the "Palisades Class A Shares";

- (ii) creating a new class consisting of an unlimited number of "common" shares without par value with terms and special rights and restrictions identical to those of the Palisades Shares immediately prior to the Effective Time, being the "New Palisades Shares"; and
  - (iii) the Notice of Articles and Articles of the Company will be amended to reflect the alterations in Section 2.2(b);
- (c) each Palisades Class A Share outstanding on the Distribution Record Date will be exchanged (without further act or formality on part of the Shareholder), free and clear of all Encumbrances for one (1) New Palisades Share and [REDACTED] New Found Share. In connection with such exchange each Shareholder will cease to be the holder of the Palisades Shares so exchanged and will become the holder of the number of New Palisades Shares and New Found Shares issued to such Shareholder. The name of the Shareholder will be removed from the register of holders of Palisades Shares and will be added to the registers of holders of the New Palisades Shares as the holder of the number of New Palisades Shares respectively issued to such holder. For greater certainty,
- (i) immediately prior to the exchange, each Palisades Class A Share will entitle the holder to two votes per Palisades Class A Share;
  - (ii) no other consideration will be received by any holder of the Palisades Shares and the Company will not file a joint election under subsection 85(1) or subsection 85(2) of the Tax Act, or any relevant provincial legislation, with any holder of the Palisades Shares in respect of the aforementioned share exchange;
  - (iii) no certificates representing the Palisades Class A Shares will be issued or delivered to Shareholders;
  - (iv) the Palisades Class A Shares, exchanged for the New Palisades Shares, will be cancelled and the authorized share capital of the Company will be amended by the elimination of the Palisades Class A Shares and the special rights and restrictions attached to such shares (if any);
  - (v) each warrant to purchase a Palisades Share which is outstanding and unexercised on the Distribution Record Date will be exchanged (without further act or formality on part of the holder), free and clear of all Encumbrances for one (1) warrant to purchase a New Palisades Share. The board of directors of the Company will make the appropriate adjustments to such warrants in accordance with their respective adjustment provisions;
  - (vi) each option to purchase a Palisades Share which is outstanding and unexercised on the Distribution Record Date will be exchanged (without further act or formality on part of the holder), free and clear of all Encumbrances for one (1) option to purchase a New Palisades Share. The board of directors of the Company will make the appropriate adjustments to such options in accordance with their respective adjustment provisions;
  - (iv) each debenture convertible into a Palisades Share which is outstanding and not converted on the Distribution Record Date will be deemed to be exchanged (without further act or formality on part of the holder), free and clear of all Encumbrances for a debenture convertible into New Palisades Shares;

- (d) the stated capital of the Company in respect of the New Palisades Shares will be an amount equal to the amount by which the paid-up capital for the purposes of the *Tax Act* in respect of the Palisades Shares immediately prior to the Effective Time exceeds the fair market value of the New Found Shares;
- (e) the foregoing matters will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Date; and
- (f) the rights of creditors against the property and interests of the Company will be unimpaired by the Arrangement. The board of directors of the Company may, in its absolute discretion, determine whether or not to proceed with the Arrangement without further approval, ratification or confirmation by the Shareholders.

### **2.3 Post-Effective Time Procedures**

On or immediately prior to the Effective Date, the Company shall deposit or cause to be deposited with the Depositary (if required) the New Found Shares, that the Shareholders are entitled to receive pursuant to Section 2.2.

The New Found Shares deposited with the Depositary pursuant to this Section 2.3 shall be held by the Depositary as agent and nominee for the Shareholders for distribution to such Shareholders in accordance with the provisions of Article 4.

### **2.4 Fractional Securities**

Where the exchange of Palisades Shares, pursuant to the Arrangement would result in a fractional New Palisades Share or New Found Share being issuable, then the number of New Palisades Shares or New Found Shares issuable upon exchange of the Palisades Shares will instead be rounded down to the nearest whole share.

### **2.5 Distribution Record Date**

In Section 2.2(f) the reference to a Shareholder will mean a person who is a Shareholder on the Distribution Record Date, subject to the provisions of Article 4.

### **2.6 Deemed Fully Paid and Non-Assessable Shares**

All New Palisades Shares issued pursuant to this Plan of Arrangement will be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

### **2.7 Supplementary Actions**

Notwithstanding that the transactions and events set out in Section 2.2 will occur and will be deemed to occur in the chronological order therein set out without any act or formality, the Company will be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 2.2, including, without limitation, any resolutions of directors authorizing the issue, or transfer of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, and any necessary additions to or deletions from share registers.

## **ARTICLE 3 RIGHTS OF DISSENT**

### **3.1 Rights of Dissent**

- (a) Holders of Palisades Shares may exercise rights of dissent in connection with the Arrangement with respect to their Palisades Shares ("**Dissenting Shares**") pursuant to and in the manner set forth in Part 8- Division 2 of the BCBCA as modified by the Interim Order, the Final Order and this Section 3.1 (the "**Dissent Rights**"), provided that, notwithstanding subsection 242 of the BCBCA, the written objection contemplated by subsection 242(2) of the BCBCA must be received by the Company not later than 4:00 p.m. (Pacific Daylight time) on the date which is two Business Days immediately preceding the Meeting.
- (b) Holders of Palisades Shares who duly exercise Dissent Rights and who are ultimately entitled to be paid fair value for their Palisades Shares will be deemed to have irrevocably transferred their Palisades Shares to the Company pursuant to Section 3.1(a), without any further authorization, act or formality and free and clear of all liens, charges, claims and encumbrances and immediately thereafter such Palisades Shares will be, and will be deemed to be, cancelled and the former holders of such Palisades Shares will cease to have any rights as former holders of Palisades Shares other than their right to be paid fair value for their Palisades Shares.
- (c) Shareholders who exercise, or purport to exercise, Dissent Rights, and who are ultimately determined not to be entitled, for any reason, to be paid fair value for their Palisades Shares, will be deemed to have participated in the Arrangement on the same basis as any non-Dissenting Shareholder as at and from the Effective Time and will receive, and be entitled to receive, only the consideration for each Palisades Share on the basis set forth in Article 3.

### **3.2 Holders**

In no circumstances will the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of the Palisades Shares in respect of which such Dissent Rights are sought to be exercised, or is a beneficial holder of such Palisades Shares and complies with the dissent procedures set forth in Division 2 – Part 8 of the BCBCA as may be modified by the Interim Order.

### **3.3 Recognition of Dissenting Shareholders**

Neither the Company nor any other Person will be required to recognize a Dissenting Shareholder as a registered or beneficial owner of Palisades Shares or New Palisades Shares at or after the Effective Time, and at the Effective Time the names of such Dissenting Shareholders will be deleted from the register of holders of common shares maintained by or on behalf of the Company.

### **3.4 Dissent Right Availability**

A Shareholder is not entitled to exercise Dissent Rights with respect to Palisades Shares if such holder votes (or instructs, or is deemed, by submission of any incomplete proxy, to have instructed his, her or its proxyholder, to vote) or in the case of a beneficial holder caused, or is deemed to have caused, the registered shareholder to vote, in favour of the Arrangement at the Meeting.

## **ARTICLE 4 CERTIFICATES AND DOCUMENTATION**

### **4.1     Delivery of New Found Shares**

On the Effective Date or as soon as practicable thereafter, the Company will direct the Transfer Agent to deliver or coordinate the delivery to each registered holder of Palisades Shares on the Distribution Record Date (other than Dissenting Shareholders), DRS advice statements or certificates representing the New Found Shares to which they are entitled pursuant to this Plan of Arrangement and will cause such DRS advice statements or certificates to be mailed to such registered holders.

### **4.2     New Common Share Certificate**

From and after the Effective Time, certificates formerly representing the Palisades Shares before the Effective Time, other than those deemed to have been cancelled pursuant to Article 3, will for all purposes be deemed to represent New Palisades Shares.

### **4.3     Interim Period**

Any Palisades Shares traded after the Distribution Record Date will represent New Palisades Shares as of the Effective Date.

### **4.4     Withholding Rights**

The Company and the Transfer Agents will be entitled to deduct and withhold from any consideration payable to any holder of Palisades Shares, pursuant to section 2.2, such amounts as the Company or such Transfer Agents determine is required or permitted to deduct and withhold with respect to such payment under the *Tax Act*, the United States *Internal Revenue Code of 1986* or any provision of any other applicable federal, provincial, territorial, state, local or foreign tax laws, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts will be treated for all purposes hereof as having been paid to the holder of the securities in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

## **ARTICLE 5 AMENDMENT**

### **5.1     Amendment**

This Plan of Arrangement may, at any time and from time to time before the Effective Date, be amended by the Company, subject to applicable law, without further notice to or authorization on the part of its respective shareholders. Without limiting the generality of the foregoing, any such amendment may:

- (a) change the time for performance of any of the obligations or acts of the Company;
- (b) waive any inaccuracies or modify any representation contained herein or any document to be delivered pursuant hereto;
- (c) change non-material terms, and if applicable, distribute such other assets of the Company as determined by the directors of the Company;
- (d) waive compliance with or modify any of the covenants herein contained or waive or modify performance of any of the obligations of the Company; and
- (e) amend the terms of Article 2 hereof and the sequence of transactions described in the Plan of Arrangement provided that any amendment thereof in any material respect will subject

to any required approval of the shareholders of Company, given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

## **5.2     Termination**

At any time up until the time the Final Order is made, the Company may determine not to proceed with this Plan of Arrangement, or to terminate this Plan of Arrangement, notwithstanding any prior approvals given at the Meeting. In addition to the foregoing, this Plan of Arrangement will automatically and without notice, terminate immediately and be of no further force or effect, upon the termination of the Arrangement Agreement in accordance with its terms.

**SCHEDULE E**  
**INTERIM ORDER AND NOTICE OF HEARING OF PETITION**

**See attached.**

SUPREME COURT  
OF BRITISH COLUMBIA  
VANCOUVER REGISTRY

JUL 21 2025

SE 2 55 4 4 6

No.  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*,  
SBC 2002, CHAPTER 57 AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PALISADES  
GOLDCORP LTD. AND ITS SHAREHOLDERS

PALISADES GOLDCORP LTD.

PETITIONER

**PETITION TO THE COURT**

The address of the registry is: 800 Smithe Street, Vancouver, BC V6Z 2E1.

The petitioner estimates that the hearing of the petition will take 20 minutes.

- ☐ This matter is an application for judicial review.
- ☒ This matter is not an application for judicial review.

**This proceeding is brought for the relief set out in Part 1 below, by:**

- ☒ the person named as petitioner in the style of proceedings above

If you intend to respond to this proceeding, you or your lawyer must

- (a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and
- (b) serve on the petitioner(s)
  - (i) 2 copies of the filed response to petition, and
  - (ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

**Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to petition within the time for response.**

**Time for response to petition**

A response to petition must be filed and served on the petitioner(s),

- (a) if you were served with the petition anywhere in Canada, within 21 days after that service,
- (b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the petition anywhere else, within 49 days after that service, or
- (d) if the time for response to petition has been set by order of the court, within that time.

The ADDRESS FOR SERVICE of the petitioner(s) is:

Taryn Urquhart  
DLA Piper (Canada) LLP  
Barristers & Solicitors  
Suite 2700  
1133 Melville Street  
Vancouver, BC V6E 4E5

Fax number address for service (if any): 604.687.1612

E-mail address for service (if any): taryn.urquhart@ca.dlapiper.com

The name and office address of petitioner lawyer is:

Taryn Urquhart  
DLA Piper (Canada) LLP  
Barristers & Solicitors  
Suite 2700  
1133 Melville Street  
Vancouver, BC V6E 4E5



## CLAIM OF THE PETITIONER

### Part 1: ORDER(S) SOUGHT

The Petitioner, Palisades Goldcorp Ltd. ("Palisades" or the "Company") applies for:

1. An interim order pursuant to sections 186 and 288 to 297 of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCBCA**") in the form attached as Schedule "A" to this Petition (the "**Interim Order**").
2. An order (the "**Final Order**") in the form attached as Schedule "B" to this petition, pursuant to section 291 of the BCBCA, approving an arrangement (the "**Arrangement**") more particularly described in the plan of arrangement (the "**Plan of Arrangement**") involving Palisades and the registered holders of issued and outstanding shares of Palisades, such Plan of Arrangement being attached as Appendix "A" to the Final Order.
3. Such further and other relief as counsel for the Petitioner may advise and the Court may deem just.

### Part 2: FACTUAL BASIS

1. As used in this Petition, unless otherwise defined, terms beginning with capital letters have the respective meaning set out in the Plan of Arrangement.

### THE PARTIES

#### The Petitioner

2. Palisades is a company incorporated pursuant to the BCBCA with a registered office located at 700 West Georgia Street, 25th Floor, Vancouver, BC and a head office located at 1055 West Georgia Street, Suite 2129, Vancouver, BC. Palisades is a reporting issuer under the securities legislation of BC and Alberta.
3. Palisades is a resource investment company focused on junior mining companies in the resource and mining sector. It seeks to acquire equity participation in pre-IPO and early stage public resource companies with undeveloped or undervalued high-quality projects. The Company focuses on companies that are in need of financial resources to realize their

full potential, are undervalued in capital markets, and/or operate in jurisdictions with low to moderate local political risk.

4. As of July 18, 2025, there were issued and outstanding 64,467,636 common shares of Palisades (the "**Palisades Shares**"). Palisades is listed on the TSX Venture Exchange ("**TSXV**") under the ticker symbol "PALI".
5. As of July 18, 2025, there were 5,235,000 options (the "**Options**") and 31,903,511 warrants (the "**Warrants**") outstanding to purchase Palisades Shares. The Options are subject to the Palisades Stock Option Plan.

#### **New Found Gold Corp**

6. New Found Gold Corp. ("**New Found**") is a company continued into British Columbia pursuant to the BCBCA with a registered office located at Suite 3500, 1133 Melville Street, Vancouver, British Columbia and a head office located at 1055 West Georgia Street, Suite 2129, Vancouver, British Columbia.
7. New Found is a reporting issuer in each of the provinces and territories of Canada. Its common shares are listed on the TSXV under the ticker symbol "NFG" and on the NYSE American stock exchange under the ticker symbol "NFGC" (the "**New Found Shares**").
8. New Found is a mineral exploration company involved in the identification, acquisition and exploration of mineral properties primarily in the Province of Newfoundland and Labrador. New Found's exploration is primarily focused on gold resources.

#### **OVERVIEW OF THE PLAN OF ARRANGEMENT**

9. The proposed Plan of Arrangement is a share capital reorganization. Under the Plan of Arrangement, Palisades will transfer and distribute New Found Shares currently owned by the Company (such number to be determined by the Board on the Distribution Record Date) to the Palisades Shareholders on a pro-rata basis.
10. The purpose of the Plan of Arrangement is to effect a return of capital to Palisades Shareholders. The Company believes that the value of New Found's business and operations is not reflected in Palisades' share price and, accordingly, Palisades wishes to effect the Arrangement in order to provide shareholders with the additional value. Upon completion of the Plan of Arrangement:

- (a) the Palisades Shareholders will own New Found Shares, and will retain each of their respective interests in Palisades; and
  - (b) any unexercised and outstanding Options and/or Warrants will be continued through the exchange described in subparagraph 12(c)(v)-(vi), below.
- 11. Dissent rights are proposed to be granted on the terms set out in the Interim Order attached as **Schedule "A"** hereto.
- 12. Pursuant to the Plan of Arrangement, commencing at the Effective Time, the following principal steps shall occur in the following order without any further act or formality:
  - (a) all Dissenting Shares held by Dissenting Shareholders will be deemed to have been irrevocably transferred free and clear of all Encumbrances to the Company, and: (i) each Dissenting Shareholder will cease to have any rights as a Shareholder other than the right to be paid by the Company, in accordance with the Dissent Rights and net of any applicable withholding tax, the fair value of such Dissenting Shares; (ii) the Dissenting Shareholder's name will be removed as the holder of such Dissenting Shares from the central securities register of the Company; (iii) the Dissenting Shares will be cancelled; and (iv) the Dissenting Shareholder will be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such Dissenting Shares;
  - (b) the authorized share structure of the Company will be altered by:
    - (i) renaming and redesignating the issued and unissued (but reserved) Palisades Shares as "Class A common" shares without par value and amending the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the "Palisades Class A Shares";
    - (ii) creating a new class consisting of an unlimited number of "common" shares without par value with terms and special rights and restrictions identical to those of the Palisades Shares immediately prior to the Effective Time (the "**New Palisades Shares**"); and

- (iii) the Notice of Articles and Articles of the Company will be amended to reflect the alterations in Section 2.2(b) of the Plan of Arrangement;
- (c) each Palisades Class A Share outstanding on the Distribution Record Date will be exchanged (without further act or formality on part of the Shareholder), free and clear of all Encumbrances for: (A) one New Palisade Share; and (B) such number of New Found Shares as determined by the Board on the Distribution Record Date ("**New Found Share Ratio**"). In connection with such exchange each Shareholder will cease to be the holder of the Palisades Class A Shares so exchanged and will become the holder of the number of New Palisades Shares and New Found Shares issued to such holder. The name of the Shareholder will be removed from the register of holders of Palisades Class A Shares and will be added to the registers of holders of the New Palisades Shares as the holder of the number of New Palisades Shares respectively issued to such holder. For greater certainty,
  - (i) immediately prior to the exchange, each Palisades Class A Share will entitle the holder to two votes per Palisades Class A Share;
  - (ii) no other consideration will be received by any holder of the Palisades Class A Shares and the Company will not file a joint election under subsection 85(1) or subsection 85(2) of the Tax Act, or any relevant provincial legislation, with any holder of the Palisades Class A Shares in respect of the aforementioned share exchange;
  - (iii) no certificates representing the Palisades Class A Shares will be issued or delivered to Shareholders;
  - (iv) the Palisades Class A Shares, exchanged for both the New Palisades Shares and the New Found Shares, will be cancelled and the authorized share capital of the Company will be amended by the elimination of the Palisades Class A Shares and the special rights and restrictions attached to such shares (if any);
  - (v) each warrant to purchase a Palisades Share which is outstanding and unexercised on the Distribution Record Date will be exchanged (without

further act or formality on the part of the Shareholder), free and clear of all Encumbrances for one (1) warrant to purchase a New Palisades Share;

- (vi) each option to purchase a Palisades Share which is outstanding and unexercised on the Distribution Record Date will be exchanged (without further act or formality on the part of the Shareholder), free and clear of all Encumbrances for one (1) option to purchase a New Palisades Share; and
- (vii) each debenture convertible into a Palisades Share which is outstanding and not converted on the Distribution Record Date will be deemed to be exchanged (without further act or formality) on part of the holder), free and clear of all Encumbrances for a debenture convertible into New Palisades Shares.

13. Full particulars of the Plan of Arrangement are set out in the Management Information Circular for the annual general and special meeting of the Shareholders of Palisades (the "**Circular**") attached as Exhibit "A" to the Affidavit #1 of Bassam Moubarak ("**Moubarak Affidavit #1**") sworn herein.

#### **FAIRNESS OF THE PLAN OF ARRANGEMENT**

14. The Plan of Arrangement was considered and recommended by the board of directors of Palisades (the "**Board**").
15. In evaluating and unanimously approving the Plan of Arrangement, the Board considered a number of factors including, among others and in no particular order, the following:
- (a) **Maximize Value for Palisade's Shareholders and allow Palisades to distribute assets to Shareholders as a Return of Capital.** Following discussions with Management and careful consideration of the alternatives, the Board considers the Arrangement to be the best available means to maximize shareholder value.
  - (b) **Tax Reasons / Tax-efficient for Canadian Income Tax Purposes.** The proposed transaction involving a plan of arrangement has been structured to be tax-efficient for Canadian Income Tax purposes.

- (c) **Distribution to US Shareholders.** Court approval would constitute the basis for the exemption from the registration requirements of the United States Securities Act of 1933, as amended, pursuant to Section 3(a)(10) thereof, with respect to the distribution of the New Palisades Shares and the New Found Shares to the Shareholders residing in the United States.
  - (d) **Participation by Shareholders in the businesses of New Found.** Shareholders, through their ownership of New Found Shares, will participate in the value associated with the development, operation, and growth of the business.
  - (e) **Continued Participation by Shareholders in the Company's Business.** Shareholders, through their ownership of all of the issued and outstanding New Palisades Shares, will continue to participate in the value associated with the development, operation, and growth of the Company's business. In connection with the Arrangement, the Company will maintain its listing on the TSXV.
16. The completion of the Arrangement is subject to various conditions, including approval by the Palisades Shareholders in accordance with the terms of the interim order and approval by the Court.

#### THE MEETING AND APPROVALS

17. Pursuant to the Plan of Arrangement, Palisades proposes to call, hold and conduct an annual general and special meeting (the "**Meeting**") of the holders of Palisades Shares (the "**Palisades Shareholders**") to be held on August 27, 2025 at 10:00 a.m. (Pacific Daylight Time) at Suite 2700 – 1133 Melville Street, Vancouver, British Columbia.
18. At the Meeting, the Palisades Shareholders shall:
- (a) consider and, if thought fit, pass, with or without variation, the Arrangement Resolution (in the form attached as Schedule C to Exhibit "A" of Moubarak Affidavit #1 authorizing and adopting the Plan of Arrangement under section 289 of the BCBCA; and
  - (b) transact such other business as may properly come before the Meeting or any adjournment thereof.

19. The record date for determining the Palisades Shareholders entitled to receive notice of, attend, and vote at the Meeting is proposed to be the close of business (PDT) on July 21, 2025.
20. In connection with the Meeting, Palisades intends to send each Palisades Shareholder a copy of the following material and documentation substantially in the form as attached at Exhibits "A", "B", and "C" to Moubarak Affidavit #1:
  - (a) Notice of Meeting for the Annual General and Special Meeting of Shareholders and accompanying Management Information Circular that includes, among other things:
    - (i) a summary of the Arrangement;
    - (ii) the text of the Arrangement Resolution;
    - (iii) an explanation of the effect of the Plan of Arrangement
    - (iv) a copy of the Plan of Arrangement;
    - (v) a summary of the reasons for the Board of Directors' recommendation;
    - (vi) a copy of the Interim Order;
    - (vii) the text of Division 2 of Part 8 of the BCBCA setting out the dissent provisions of the BCBCA; and
    - (viii) a copy of the Notice of Hearing of Petition for Final Order; and
  - (b) the form of proxy and letter of transmittal which can be used by Palisades Shareholders in connection with the Meeting

(hereinafter, collectively referred to as the "**Meeting Materials**").
21. It is proposed that all such documents may contain such deletions, amendments or additions thereto as Palisades' counsel may advise or are necessary or desirable, provided such amendments are not inconsistent with the terms of the Interim Order.

## QUORUM AND VOTING

22. Pursuant to the terms of the proposed Interim Order, the votes taken at the Meeting required to pass the Arrangement Resolution shall be the affirmative vote of not less than two-thirds (2/3) of the votes cast by the Palisades Shareholders at the Meeting, present either in person or represented by proxy and entitled to vote at the Meeting.
23. Pursuant to the Palisades articles and the Interim Order, a quorum for the transaction of business at the Meeting is two persons who are, or who represent by proxy, shareholders who in the aggregate hold at least 5% of the issued Palisades Shares entitled to be voted at the Meeting.

## DISSENT RIGHTS

24. It is proposed that each Palisades Shareholder shall be granted the right to dissent in respect of the Arrangement Resolution in accordance with the provisions of Division 2 of Part 8 of the BCBCA, as modified by the terms of the Interim Order and the Plan of Arrangement.
25. It is proposed that in order for a Palisades Shareholder to exercise a right of dissent in respect of the Arrangement Resolution, pursuant to the BCBCA, such Palisades Shareholder must deliver a notice of dissent to the Arrangement Resolution, attention Parker Fogler, by any of the following methods:
  - (a) delivered by mail to DLA Piper (Canada) LLP, Attention: Parker Fogler at address 1133 Melville Street, Suite 2700, Vancouver, British Columbia V6E 4E5;
  - (b) by email to Parker Fogler at [parker.fogler@dlapiper.com](mailto:parker.fogler@dlapiper.com); or
  - (c) by facsimile to facsimile no. +1 604 687 1612;by no later than 10:00 a.m. (PDT) on August 25, 2025, or the day that is two business days immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time).



## U.S. SECURITIES ACT OF 1933

26. Section 3(a)(10) of the *United States Securities Act* of 1933, as amended (the “**US Securities Act**”), provides an exemption from the registration requirements thereof for the issuance of securities in exchange for other outstanding securities where the terms and conditions of the issue and exchange are approved by a court of competent jurisdiction after a hearing upon the fairness of such terms and conditions at which all persons to whom it is proposed to issue such securities shall have the right to appear.
27. In order to ensure securities issued or made issuable to securityholders in the United States pursuant to the Plan of Arrangement will be exempt from the registration requirements of the US Securities Act pursuant to Section 3(a)(10) of the US Securities Act, it is necessary that:
- (a) the Court is advised of the intention of the parties to rely on Section 3(a)(10) of the US Securities Act based on the Court’s approval of the Plan of Arrangement, prior to the hearing required to approve the Plan of Arrangement;
  - (b) the Interim Order of the Court approving the relevant meeting or meetings to approve the Plan of Arrangement specifies that each securityholder will have the right to appear before the Court so long as the securityholder enters an appearance within a reasonable time;
  - (c) all the securityholders are given adequate notice advising them of their rights to attend the hearing of the Court to approve of the Plan of Arrangement and are provided with sufficient information necessary for them to exercise that right;
  - (d) the Court must approve the fairness of the terms and conditions of the Plan of Arrangement to the securityholders;
  - (e) the Court has determined prior to approving the final order, that the terms and conditions of the exchanges of securities comprising the Plan of Arrangement are procedurally and substantively fair to the securityholders; and
  - (f) the order of the Court approving the Plan of Arrangement expressly states that the Arrangement is approved by the Court as being procedurally and substantively fair to the securityholders.

28. There are shareholders in the United States who will receive shares of New Found. Since the completion of the Arrangement involves issuance of securities to recipients in the United States, Palisades hereby gives notice to the Court of the parties' intention to rely on Section 3(a)(10) of the US Securities Act in completing the Arrangement.

### **NO CREDITOR IMPACT**

29. Palisades is not insolvent and the Plan of Arrangement does not contemplate a compromise of any debt or any debt instruments of Palisades and no creditor of Palisades will be negatively affected by the Plan of Arrangement.

### **Part 3: LEGAL BASIS**

1. The Petitioner relies on sections 186 and 288-291 of the BCBCA, Rules 4-4, 4-5, 8-1 and 16-1 of the *Supreme Court Civil Rules*, and the equitable and inherent jurisdiction of the Court.

### **THE APPROVAL PROCESS**

2. Pursuant to sections 288-297 of the BCBCA, the Plan of Arrangement requires the approval of this Honourable Court to proceed.
3. Sections 288-297 of the BCBCA contemplate a three-step process for Court approval of a plan of arrangement:
- (a) the first step is an application for the Interim Order for directions for calling a shareholders meeting to consider and vote on the arrangement. The first application proceeds *ex parte* because of the administrative burden of serving the affected parties;
  - (b) the second step is the holding of a meeting, where the Arrangement is voted upon, and must be approved by a special resolution; and
  - (c) the third step is the application for final Court approval of the Arrangement.

*Pacifica Papers Inc. v. 3017970 et al.*, 2001 BCCA 486 at paras. 4-6;  
*Rapier Gold Inc. (Re)*, 2018 BCSC 539 at para. 36;

## THE INTERIM ORDER HEARING

4. As this Court held in *Mason Capital Management LLC v. TELUS Corp.*, 2012 BCSC 1582 (“**Mason**”) the interim order is preliminary in nature and its purpose is simply to “set the wheels in motion for the application process relating to the arrangement and to establish the parameters for the holding of shareholder meetings to consider approval of the arrangement in accordance with the statute”:

Consistent with its preliminary nature, in order to grant an interim order a court needs only to satisfy itself that “reasonable grounds exist to regard the proposed transaction as an ‘arrangement’”. It is at the fairness hearing that the court must fully examine and determine whether the arrangement meets all applicable statutory requirements, including whether it constitutes an “arrangement”, and whether it is procedurally and substantively fair and reasonable. *[citations omitted]*

5. The BCBCA defines an “arrangement” using broad and inclusive terms. Pursuant to section 288(1) of the BCBCA, a “company” may propose an arrangement with security holders, creditors or other persons and may, in that arrangement, make any proposal it considers appropriate, including those listed at subsections 288(1)(a)-(i).
6. The Interim Order is procedural and does not affect substantive rights, with the exception of the dissent rights in respect of the Arrangement Resolution.
7. The Plan of Arrangement includes a series of corporate transactions falling within the scope of section 288(1). The proposed Plan of Arrangement is an “arrangement” under the BCBCA.

## THE FINAL ORDER HEARING

8. Final approval of a plan arrangement should be granted if the Court is satisfied that:
  - (a) the statutory requirements have been met;
  - (b) the application has been put forward in good faith;
  - (c) the arrangement is fair and reasonable;
  - (d) it has a valid business purpose; and

- (e) any objections of the Palisades Shareholders will be resolved in a fair and balanced way.

*BCE Inc. v. 1976 Debentureholders*, 2008 SCC 69 at para. 137 ["BCE"]

9. In order to determine whether an arrangement is fair and reasonable, a Court must be satisfied that: (a) the arrangement has a valid business purpose, and (b) the objections of those whose legal rights are being arranged are being resolved in a fair and balanced way.

*BCE*, supra at paras. 138 and 145

10. The question of whether the proposed Plan of Arrangement is procedurally and substantively fair and reasonable overall and meets all applicable statutory requirements will be determined at the return of the Petition on or after August \*, 2025, at which time the result of the vote by the Palisades Shareholders on the Arrangement Resolution will be known. The Petitioner will file with the Court further affidavit materials reporting as to compliance with any Interim Order and the results of any Meeting conducted pursuant to such Interim Order.

**Part 4: MATERIAL TO BE RELIED ON**

1. Affidavit #1 of Bassam Moubarak made July 21, 2025;
2. Affidavit #2 of Bassam Moubarak, to be sworn; and
3. Such further and other materials as counsel may advise and this Court will allow.

July 21, 2025  
Dated

"Taryn Urquhart"  
Signature of ☒ lawyers for petitioner  
DLA Piper (Canada) LLP (Taryn Urquhart and  
Parker Fogler)

***To be completed by the court only:***

Order made

☐ in the terms requested in paragraphs \_\_\_\_\_ of Part 1 of this petition

☐ with the following variations and additional terms:

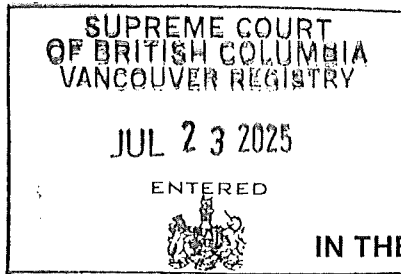
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Date: \_\_\_\_\_ Signature of ☐ Judge ☐ Associate Judge



No. *SZSS 446*  
Vancouver Registry

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*, SBC 2002,  
CHAPTER 57 AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PALISADES GOLDCORP  
LTD. AND ITS SHAREHOLDERS

PALISADES GOLDCORP LTD.

PETITIONER

**ORDER MADE AFTER APPLICATION  
(INTERIM ORDER)**

	)		)
	)		)
BEFORE	)	Associate Judge Robertson	)
	)		)
	)		)
	)		)
	)		)

July 23, 2025

ON THE APPLICATION of the Petitioner, Palisades Goldcorp Ltd. ("**Palisades**"), coming on for hearing without notice, for an interim order pursuant to section 291 of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCBCA**") in connection with a proposed arrangement to be effected on the terms and subject to the conditions set out in the plan of arrangement (the "**Plan of Arrangement**"), at 800 Smithe Street, Vancouver, BC V6Z 2E1 on July 23, 2025 and ON HEARING Parker Fogler, counsel for the Petitioner; and UPON READING the Petition filed herein and the Affidavit #1 of Bassam Moubarak made July 21, 2025 ("**Moubarak Affidavit #1**"), and UPON BEING ADVISED that it is the intention of the parties to rely upon Section 3(a)(10) of the United States *Securities Act of 1933*, as amended (the "**US Securities Act**") as a basis for an exemption from the registration requirements thereof with respect to the issuance and exchange of securities under the proposed Plan of Arrangement based on the Court's approval of the Plan of Arrangement and determination that the Plan of Arrangement is substantively and procedurally fair and reasonable to affected securityholders of Palisades.

THIS COURT ORDERS that:

**DEFINITIONS**

1. As used in this order, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the Notice of Meeting ("**Notice of Meeting**") and Management Information Circular for an Annual General and Special Meeting of the

Shareholders of Palisades Gold Corp. (together, the "**Circular**"), attached as Exhibit "A" to Moubarak Affidavit #1.

#### MEETING OF THE SHAREHOLDERS OF PALISADES GOLDCORP LTD.

2. Pursuant to Sections 186 and 288-291 of the BCBCA, Palisades is authorized and directed to convene a special meeting (the "**Special Meeting**") of the holders of Palisades common shares (the "**Palisades Shareholders**") to be held on August 27, 2025 at 10:00 AM (Pacific Standard Time) at Suite 2700 – 1133 Melville Street, Vancouver, British Columbia, upon reasonable notice to the Palisades Shareholders by news release or other public announcement, newspaper advertisement, or by notice sent to the Palisades Shareholders by one of the methods specified in paragraph 10 of this order, as determined to be the most appropriate method of communication by the board of directors of Palisades to, *inter alia*:
  - (a) consider and, if deemed advisable, to approve, with or without variation, a special resolution (the "**Arrangement Resolution**") in the form attached as Schedule C to the Circular; and
  - (b) consider such further or other business as may properly come before the Special Meeting or any adjournment(s) or postponement(s) thereof.
3. The Special Meeting shall be called, held and conducted in accordance with the BCBCA and the articles of Palisades, subject to the terms of this order and any further order of this Court, and the rulings and directions of the chair of the Special Meeting, such rulings and directions not to be inconsistent with this order.
4. Notwithstanding the provisions of the BCBCA and the articles of Palisades, if it deems advisable, Palisades is specifically authorized to adjourn or postpone the Special Meeting on one or more occasions, without the necessity of first convening the Special meeting or first obtaining any vote of the Palisades Shareholders respecting such adjournments or postponements and without the need for approval of the Court. Notice of any such adjournments or postponements shall be given by news release or other public announcement, newspaper advertisement, or by notice sent to the Palisades Shareholders by one of the methods specified in paragraph 10 of this order, as determined to be the most appropriate method of communication by the board of directors of Palisades.
5. At any subsequent reconvening of the Special Meeting, all proxies will be voted on in the same manner as the proxies would have been voted at the original convening of the Special Meeting, except for any proxies that would have been effectively revoked or withdrawn prior to the subsequent reconvening of the Special Meeting.

#### AMENDMENTS

6. Prior to the Meeting, Palisades is authorized to make such amendments, revisions or supplements to the proposed Arrangement and Plan of Arrangement without any additional notice to the Palisades Shareholders, and the Arrangement and Plan of Arrangement as so amended, revised and supplemented will be the Arrangement and Plan of Arrangement submitted to the Meeting, and subject to the Arrangement Resolution.

## RECORD DATE

7. The record date for determining the Palisades Shareholders entitled to receive the Notice of Meeting, Circular, form of proxy or voting instruction form, letter of transmittal and Notice of Hearing of Petition (for Final Order), all as applicable, for use by the Palisades Shareholders (collectively, the **"Meeting Materials"**), and to attend and vote at the Special Meeting or at any adjournment or postponement thereof, shall be the close of business in Vancouver, British Columbia on July 21, 2025 (the **"Record Date"**).
8. The Record Date will not change in respect of any postponement(s) or adjournment(s) of the Special Meeting, unless Palisades determines that it is advisable.

## NOTICE OF SPECIAL MEETING

9. The Circular is hereby declared to represent sufficient and adequate disclosure, including for the purpose of section 290(1)(a) of the BCBCA, and Palisades shall not be required to send to the Palisades Shareholders any other or additional statement pursuant to section 290(1)(a) of the BCBCA.
10. The Meeting Materials, in substantially the same form as attached to Moubarak Affidavit #1 as Exhibits "A", "B", "C" and "K", with such deletions, amendments, or additions thereto as counsel for Palisades may advise are necessary or desirable, and as are not inconsistent with the terms of this order, shall be sent:
  - (a) to registered Palisades Shareholders (those whose names appear in the securities register of Palisades) (**"Registered Shareholders"**) determined as at the Record Date, at least twenty-one (21) days prior to the date of the Special Meeting, excluding the date of mailing, delivery or transmittal and the date of the Special Meeting, by one (1) or more of the following methods:
    - (i) prepaid ordinary, first class or air mail addressed to the Registered Shareholder at his, her or its address as it appears in the applicable records of Palisades as at the Record Date;
    - (ii) by delivery in person or by courier to the addresses specified in paragraph 9(a)(i) above; or
    - (iii) by e-mail or facsimile transmission (together **"Electronic Transmission"**) to any Registered Shareholder who identifies himself, herself or itself to the satisfaction of Palisades, acting through its representatives, who requests such Electronic Transmission;
  - (b) to non-registered Palisades Shareholders (those whose names do not appear in the securities register of Palisades) (**"Non-Registered Shareholders"**) who do not object to their name being known to the issuers of securities which they own by prepaid ordinary, first class or air mail at their respective addresses as indicated on the beneficial owner search results obtained by Palisades' registrar and transfer agent in connection with the Meeting, at least twenty-one (21) days prior to the date of the Special Meeting, excluding the date of mailing, delivery or transmittal and the date of the Special Meeting in accordance with National Instrument 54-



101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators;

- (c) to Non-Registered Shareholders, who object to their name being known to the issuer of securities, by providing, in accordance with National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators, the requisite number of copies of the Meeting Materials to intermediaries and registered nominees to facilitate the distribution of the Meeting Materials to Non-Registered Shareholders; and
- (d) to the directors and auditor of Palisades by personal delivery, Electronic Transmission, or by mailing the Meeting Materials by prepaid ordinary mail to such persons at least twenty-one (21) days prior to the date of the Special Meeting, excluding the date of mailing, delivery or transmittal and the date of the Special Meeting;

and substantial compliance with this paragraph shall constitute good and sufficient notice of the Special Meeting.

- 11. The Meeting Materials need not be sent to Registered Shareholders where mail previously sent to such holders by Palisades or its registrar and transfer agent has been returned to Palisades or its registrar and transfer agent on two or more previous consecutive occasions.
- 12. The Circular and Notice of Hearing of Petition (For Final Order) in substantially the same form as contained in Exhibits "A" and "K", respectively, to Moubarak Affidavit #1, with such deletions, amendments or additions thereto as counsel for Palisades may advise are necessary or desirable, provided that such amendments are not inconsistent with the terms of this order (the "**Notice Materials**"), shall be sent by prepaid ordinary mail or Electronic Transmission to holders of Palisades Options, Warrants and debentures at least twenty-one (21) days prior to the date of the Special Meeting.
- 13. Provided that notice of the Special Meeting is given and the Meeting Materials and Notice Materials, as applicable, are provided to the holders of Palisades Options, Warrants, debentures and other persons entitled thereto in compliance with this order, the requirement of Section 290(1)(b) of the BCBCA to include certain disclosure in any advertisement is waived.
- 14. Accidental failure of or omission by Palisades to give notice to any one or more persons entitled thereto, or the non-receipt of such notice by one of more persons entitled thereto, or any failure or omission to give such notice as a result of events beyond the reasonable control of Palisades (including, without limitation, any inability to use postal services) shall not constitute a breach of this order or a defect in the calling of the Special Meeting and shall not invalidate any resolution passed or proceeding taken at the Special Meeting, but if any such failure or omission is brought to the attention of Palisades, then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

## **DEEMED RECEIPT OF NOTICE**

15. The Meeting Materials, including the Notice of Hearing of Petition (For Final Order), and any amendments, modifications, updates or supplements thereto and any notice of adjournment or postponement of the Special Meeting, shall be deemed to have been served upon and received:
- (a) in the case of mailing, the day, Saturdays, Sundays and holidays excepted, following the date of mailing as specified at section 6 of the BCBCA;
  - (b) in the case of delivery in person, upon receipt thereof at the intended recipient's address or, in the case of delivery by courier, one (1) business day after receipt by the courier;
  - (c) in the case of transmission by email or facsimile, upon the transmission thereof;
  - (d) in the case of advertisement, at the time of publication of the advertisement;
  - (e) in the case of electronic filing on SEDAR+ and EDGAR, upon the transmission thereof; and
  - (f) in the case of Non-Registered Shareholders, three (3) days after delivery thereof to intermediaries and registered nominees.

## **UPDATING MEETING MATERIALS**

16. Notice of any amendments, modifications, updates or supplements to any of the information provided in the Meeting Materials may be communicated, at any time prior to the Special Meeting, to the Palisades Shareholders by news release or other public announcement, newspaper advertisement or by notice sent to the Palisades Shareholders and other persons entitled thereto, as set out herein, by any of the means set forth in paragraph 10, as determined to be the most appropriate method of communication by the Palisades Board.

## **CONDUCT OF THE SPECIAL MEETING**

17. The chair of the Special Meeting will be an officer or director of Palisades, or such other person as may be appointed by the directors of Palisades for that purpose.
18. The chair of the Special Meeting is at liberty to call on the assistance of legal counsel to Palisades at any time and from time to time, as the chair of the Special Meeting may deem necessary or appropriate, during the Special Meeting, and such legal counsel is entitled to attend the Special Meeting for that purpose.
19. The Special Meeting shall otherwise be conducted in accordance with the provisions of the BCBCA and the articles of Palisades, subject to the terms of this order.

## **QUORUM AND VOTING**

20. The quorum for the transaction of business by Palisades Shareholders at the Special Meeting will be two persons who are, or who represent by proxy, Palisades Shareholders

who in the aggregate hold at least 5% of the issued and outstanding Palisades Shares entitled to vote at the Special Meeting.

21. The vote required to pass the Arrangement Resolution shall be the affirmative vote of at least 66 2/3% of the votes cast by the Palisades Shareholders, present in person or represented by proxy and entitled to vote at the Special Meeting.
22. For the purposes of the Special Meeting, any spoiled votes, illegible votes, defective votes and abstentions shall be deemed not to be votes cast.
23. In all other respects, the terms, restrictions and conditions of the articles of Palisades will apply in respect of the Special Meeting.

#### **PERMITTED ATTENDEES**

24. The only persons entitled to attend the Special Meeting shall be (i) the Registered Shareholders as of the close of business in Vancouver, British Columbia on the Record Date, or their respective proxyholders, (ii) Palisades' directors, officers, auditor and advisors, and (iii) any other person admitted on the invitation of the chair of the Special Meeting or with the consent of the chair of the Special Meeting, and the only persons entitled to be represented and to vote at the Special Meeting shall be the Palisades Shareholders as at the close of business in Vancouver, British Columbia on the Record Date, or their respective proxyholders.

#### **SCRUTINEERS**

25. A representative of Odyssey Trust Company, Palisades' registrar and transfer agent, or such other person as may be designated by Palisades will be authorized to act as scrutineer for the Special Meeting.

#### **SOLICITATION OF PROXIES**

26. Palisades is authorized to use the form of proxy in substantially the same form as contained in Exhibit "B" to Moubarak Affidavit #1 and an appropriate voting instruction form, in connection with the Special Meeting, subject to Palisades' ability to insert dates and other relevant information in the form and with such amendments, revisions or supplemental information as Palisades may determine are necessary or desirable. Palisades is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communication as it may determine.
27. The procedure for the use of proxies at the Special Meeting shall be as set out in the Meeting Materials. The chair of the Special Meeting may in his or her discretion, without notice, waive or extend the time limits for the deposit of proxies by Palisades Shareholders if he or she deems it advisable to do so, such waiver or extension to be endorsed on the proxy by the initials of the chair of the Special Meeting.

## PALISADES DISSENT RIGHTS

28. Each Registered Shareholder shall have the right to dissent in respect of the Arrangement Resolution in accordance with the provisions of Sections 237-247 of the BCBCA, as modified by the terms of this order and the Plan of Arrangement. A beneficial holder of Palisades Shares registered in the name of a broker, custodian, trustee, nominee or other intermediary who wishes to dissent must make arrangements for the Registered Shareholder to dissent on behalf of the beneficial holder of Palisades Shares or, alternatively, make arrangements to become a Registered Shareholder.
29. Registered Shareholders shall be the only Palisades Shareholders entitled to exercise rights of dissent.
30. In order for a Registered Shareholder to exercise such right of dissent under Sections 237-247 of the BCBCA, as modified by the terms of this order and the Plan of Arrangement (the "**Dissent Right**"):
  - (a) a Dissenting Shareholder shall deliver a written notice of dissent which must be received by Palisades, addressed to the attention of the Corporate Secretary, by 4:00 p.m. (Vancouver time) on Monday, August 25, 2025 or the date that is two Business Days immediately prior to any date to which the Special Meeting may be postponed or adjourned, to:

Palisades Goldcorp Ltd.  
c/o DLA Piper (Canada) LLP  
Suite 2700  
1133 Melville Street  
Vancouver, British Columbia  
V6E 4E5

Attention: Parker Fogler
  - (b) delivery of a notice of dissent does not deprive such Dissenting Shareholder of its right to vote at the Special Meeting, however, a vote in favour of the Arrangement Resolution will result in a loss of the Dissent Right;
  - (c) a vote against the Arrangement Resolution or an abstention shall not constitute the written notice of dissent required under subparagraph (a);
  - (d) a Dissenting Shareholder may not exercise the Dissent Right in respect of only a portion of such Dissenting Shareholder's Palisades Shares, but may dissent only with respect to all of its Palisades Shares; and
  - (e) the exercise of such Dissent Right must otherwise comply with the requirements of Section 237-247 of the BCBCA, as modified by this order and the Plan of Arrangement.
31. Notice to the Palisades Shareholders of their Dissent Right with respect to the Arrangement Resolution, including notice of their right, subject to the provisions of the BCBCA and this order and the Plan of Arrangement, to receive the fair value of their Palisades Shares, shall be given by including information with respect to the Dissent Right in the Circular to be sent to Palisades Shareholders in accordance with this order.

32. Subject to further order of this Court, the rights available to the Palisades Shareholders under the BCBCA, this order and the Plan of Arrangement to dissent from the Plan of Arrangement shall constitute full and sufficient Dissent Rights for the Palisades Shareholders with respect to the Plan of Arrangement.

#### PETITION FOR FINAL ORDER APPROVING THE PLAN OF ARRANGEMENT

33. Upon the approval, with or without variation, by the Palisades Shareholders of the Arrangement Resolution, in the manner set forth in this order, Palisades may apply to this Court for, *inter alia*, an order:

- (a) pursuant to BCBCA Section 291(4)(a) approving the Arrangement; and
- (b) pursuant to BCBCA Section 291(4)(c) declaring that the Plan of Arrangement is procedurally and substantively fair and reasonable to the parties affected

(collectively, the "**Final Order**")

and the hearing of the petition for Final Order (the "**Petition**") will be held on September 8, 2025 at 9:45 a.m. (Vancouver time) at the Courthouse at 800 Smithe Street, Vancouver, British Columbia or as soon thereafter as the Petition can be heard or at such other date and time as this Court may direct.

34. The form of Notice of Hearing of Petition (For Final Order) attached as Exhibit "K" to Moubarak Affidavit #1 is hereby authorized for use for all purposes as a notice of application and application materials required by Rules 8-1(3) and 8-1(7), respectively, or any Notice of Hearing required by Rule 16-1(8), and shall be deemed to have been served at the times specified in accordance with paragraphs 10 and 15 of this interim order, whether such persons reside within British Columbia or within another jurisdiction.
35. Any Palisades Shareholder or other affected party has the right to appear (either in person or by counsel) and make submissions at the Petition for the Final Order provided that such person must:
- (a) File and deliver a response to petition ("**Response**") pursuant to Rule 16-1(4) of, and in the form prescribed by, the *Supreme Court Civil Rules*, and a copy of all materials upon which they intend to rely, to Palisades' solicitors:

DLA PIPER (CANADA) LLP  
Barristers & Solicitors  
Suite 2700 – 1133 Melville Street  
Vancouver, BC V6E 4E5  
Attention: Parker Fogler

Fax number for delivery: (604) 687-1612

Email address: [parker.fogler@dlapiper.com](mailto:parker.fogler@dlapiper.com)

by or before 4:00 p.m. (Vancouver time) on Tuesday, September 2, 2025, or as the Court may otherwise direct.

### SERVICE OF NOTICE OF HEARING OF PETITION (FOR FINAL ORDER)

36. Delivery of the Notice of Hearing of Petition (For Final Order) and this order in accordance with paragraph 10 of this order shall constitute good and sufficient service of the Notice of Hearing of Petition (For Final Order) upon all those Palisades Shareholders or any other persons who may wish to appear in these proceedings, and no other form of service need be made.
37. Additional service of the Notice of Hearing of Petition (For Final Order) upon the Palisades Shareholders, securityholders of Palisades, Palisades' directors and auditor, and any other persons who may wish to appear may be made by Palisades posting the Circular on the SEDAR+ website maintained by the Canadian Securities Administrators.
38. Palisades is not required to serve the Petition, any affidavits filed in support of the Petition, any applications filed by Palisades, including affidavits filed in support of such applications, or any orders made on application by Palisades including this order, on any person not contemplated by this order except on written request from or on behalf of such person.
39. In the event that the Petition is adjourned, only those persons who have filed and delivered a Response in accordance with this order need be provided with written notice of the adjourned hearing date and any filed materials.
40. Palisades is at liberty to serve the Notice of Hearing of Petition (For Final Order) on persons outside the jurisdiction of this Honourable Court in the manner specified in this order.

### VARIANCE


41. Palisades or any other person or entity affected by these proceedings, is entitled, at any time, to vary this order.
42. To the extent of any inconsistency or discrepancy between this order and the Circular, the BCBCA, applicable Securities Laws or the articles of Palisades, this order shall govern.
43. Rules 8-1, 8-2 and 16-1 will not apply for any further applications in respect of this proceeding including the Petition and any application to vary this order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

"Parker Fogler"

\_\_\_\_\_  
Signature of ☒ lawyer for the Petitioner  
DLA Piper (Canada) LLP (Parker Fogler)

BY THE COURT

  
\_\_\_\_\_  
REGISTRAR



No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF SECTION 288 OF THE *BUSINESS  
CORPORATIONS ACT*, SBC 2002, CHAPTER 57 AS  
AMENDED  
AND  
IN THE MATTER OF A PROPOSED ARRANGEMENT  
INVOLVING PALISADES GOLDCORP LTD. AND ITS  
SHAREHOLDERS

PALISADES GOLDCORP LTD.  
PETITIONER

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**ORDER MADE AFTER APPLICATION (INTERIM ORDER)**

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DLA Piper (Canada) LLP  
Barristers & Solicitors  
Suite 2700  
1133 Melville Street  
Vancouver, BC V6E 4E5

Tel. No. 604.687.9444  
Fax No. 604.687.1612

File No.: 109367-00001

TJU/jid

Schedule B

No.  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*,  
SBC 2002, CHAPTER 57 AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PALISADES  
GOLDCORP LTD. AND ITS SHAREHOLDERS

PALISADES GOLDCORP LTD.

PETITIONER

ORDER MADE AFTER APPLICATION  
(FINAL ORDER)

	)		)
	)		)
BEFORE	)	THE HONOURABLE JUSTICE	)
	)		)
	)		)
	)		)
	)		)

September 8, 2025

ON THE APPLICATION of the Petitioner, Palisades Goldcorp Ltd. ("**Palisades**"), coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on September 8, 2025 and on hearing Taryn Urquhart, counsel for the Petitioner, and no one appearing on behalf of any holder of shares, options, or other securities of Palisades (collectively, the "**Palisades Holders**"); AND UPON READING the Affidavit #1 of Bassam Moubarak made July 21, 2025 and the Affidavit #2 of Bassam Moubarak made ♦, 2025 and filed herein, and the pleadings and proceedings had and taken herein; AND UPON READING the order of Associate Judge ♦ made herein on July ♦, 2025 (the "**Interim Order**"); AND UPON notice of this hearing being given to the Palisades Holders in the manner set out in the Interim Order; AND UPON the requisite approvals of the holders of voting shares of Palisades (the "**Palisades Shareholders**") having been obtained at the special meeting of Shareholders held on August 27, 2025;

AND UPON considering the procedural and substantive fairness to the parties affected thereby of the terms and conditions of the plan of arrangement (the "**Plan of Arrangement**"), attached as Appendix "A" to this Order, and the rights and interests of the persons affected thereby;

AND UPON being informed that it is the intention of the parties to rely on Section 3(a)(10) of the *United States Securities Act of 1933*, as amended (the "**US Securities Act**");

AND UPON being advised by Counsel for the Petitioner that this Court's determination that the Arrangement is fair and reasonable will form the basis for seeking an exemption from the



registration requirements of the US Securities Act pursuant to Section 3(a)(10) thereof with respect to the issuances and exchanges of securities contemplated in connection with the Arrangement;

AND UPON the terms of the Interim Order pronounced herein on July ❖, 2025, having been complied with and the requisite approval of the Palisades Shareholders having been obtained in compliance with the terms of the Interim Order.

THIS COURT ORDERS AND DECLARES that:

1. Pursuant to Section 291(4)(c) of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the “**BCBCA**”), the Plan of Arrangement, including the terms and conditions thereof, is procedurally and substantively fair and reasonable to the Palisades Holders.
2. The Plan of Arrangement be and hereby is approved pursuant to the provisions of Section 291(4)(a) of the BCBCA.
3. The Plan of Arrangement shall be binding on Palisades and the Palisades Holders, upon the taking effect of the Plan of Arrangement pursuant to Section 297 of the BCBCA.
4. Palisades shall be entitled to seek the advice and direction of this Court as to the implementation of this Order or to apply for such further Order or Orders as may be appropriate.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

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Signature of ☒ lawyer for the Petitioner  
DLA Piper (Canada) LLP (Taryn Urquhart)

BY THE COURT

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REGISTRAR

No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF SECTION 288 OF THE *BUSINESS  
CORPORATIONS ACT*, SBC 2002, CHAPTER 57 AS  
AMENDED  
AND  
IN THE MATTER OF A PROPOSED ARRANGEMENT  
INVOLVING PALISADES GOLDCORP LTD. AND ITS  
SHAREHOLDERS

PALISADES GOLDCORP LTD.  
PETITIONER

---

**ORDER MADE AFTER APPLICATION**

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DLA Piper (Canada) LLP  
Barristers & Solicitors  
Suite 2700  
1133 Melville Street  
Vancouver, BC V6E 4E5

Tel. No. 604.687.9444  
Fax No. 604.687.1612

File No.: 109367-00001

TJU/jid

No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**  
**IN THE MATTER OF SECTION 288 OF THE *BUSINESS***  
***CORPORATIONS ACT*, SBC 2002, CHAPTER 57 AS**  
**AMENDED**

**AND**

**IN THE MATTER OF A PROPOSED ARRANGEMENT**  
**INVOLVING PALISADES GOLDCORP LTD. AND ITS**  
**SHAREHOLDERS**

**PALISADES GOLDCORP LTD.**

**PETITIONER**

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**PETITION TO THE COURT**

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DLA Piper (Canada) LLP  
Barristers & Solicitors  
Suite 2700  
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Tel. No. 604.687.9444  
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File No.: 117984-00002

TJU/jd

**SCHEDULE F**  
**DISSENT RIGHTS UNDER THE BCBCA**  
**DIVISION 2 OF PART 8 OF THE BCBCA**

**Definitions and application**

237 (1) In this Division:

**“dissenter”** means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

**“notice shares”** means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

**“payout value”** means,

- (a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,
- (b) in the case of a dissent in respect of an arrangement approved by a court order made under Section 291(2)(c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,
- (c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or
- (d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

- (a) the court orders otherwise, or
- (b) in the case of a right of dissent authorized by a resolution referred to in Section 238(1)(g), the court orders otherwise or the resolution provides otherwise.

**Right to dissent**

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

- (a) under Section 260, in respect of a resolution to alter the articles
  - (i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on, or
  - (ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91;

- (b) under Section 272, in respect of a resolution to adopt an amalgamation agreement;
- (c) under Section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;
- (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;
- (e) under Section 301(5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;
- (f) under Section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
- (g) in respect of any other resolution, if dissent is authorized by the resolution;
- (h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

- (a) prepare a separate notice of dissent under Section 242 for
- (b) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and
- (c) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,
- (d) identify in each notice of dissent, in accordance with Section 242(4), the person on whose behalf dissent is being exercised in that notice of dissent, and
- (e) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

- (a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and
- (b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

### **Waiver of right to dissent**

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

- (a) provide to the company a separate waiver for
  - (i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf,

- (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and
- (b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

- (a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and
- (b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

#### **Notice of resolution**

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

- (a) a copy of the proposed resolution, and
- (b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

- (a) a copy of the proposed resolution, and
- (b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

- (a) a copy of the resolution,

- (b) a statement advising of the right to send a notice of dissent, and
- (c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

### **Notice of court orders**

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

- (a) a copy of the entered order, and
- (b) a statement advising of the right to send a notice of dissent. Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in Section 238(1)(a), (b), (c), (d), (e) or (f) must,

- (a) if the company has complied with Section 240(1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,
- (b) if the company has complied with Section 240(3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or
- (c) if the company has not complied with Section 240(1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of:
  - (i) the date on which the shareholder learns that the resolution was passed, and
  - (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in Section 238(1)(g) must send written notice of dissent to the company

- (a) on or before the date specified by the resolution or in the statement referred to in Section 240(2)(b) or (3) (b) as the last date by which notice of dissent must be sent, or
- (b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under Section 238(1)(h) in respect of a court order that permits dissent must send written notice of dissent to the company

- (a) within the number of days, specified by the court order, after the shareholder receives the records referred to in Section 241, or
- (b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in Section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

- (a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;
- (b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and
  - (i) the names of the registered owners of those other shares,
  - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
  - (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;
- (c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and
  - (i) the name and address of the beneficial owner, and
  - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this Section, as those subsections pertain to that beneficial owner, are not complied with.

### **Notice of intention to proceed**

243 (1) A company that receives a notice of dissent under Section 242 from a dissenter must,

- (a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
  - (i) the date on which the company forms the intention to proceed, and
  - (ii) the date on which the notice of dissent was received, or
- (b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection 243(1)(a) or (b) of this section must

- (a) be dated not earlier than the date on which the notice is sent,
- (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
- (c) advise the dissenter of the manner in which dissent is to be completed under Section 244. Completion of dissent



244 (1) A dissenter who receives a notice under Section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

- (a) a written statement that the dissenter requires the company to purchase all of the notice shares,
- (b) the certificates, if any, representing the notice shares, and
- (c) if Section 242(4)(c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection 244(1)(c) must

- (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
- (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out
  - (i) the names of the registered owners of those other shares,
  - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
  - (iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

- (a) the dissenter is deemed to have sold to the company the notice shares, and
- (b) the company is deemed to have purchased those shares, and must comply with Section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than Section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than Section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

### **Payment for notice shares**

245 (1) A company and a dissenter who has complied with Section 244(1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

- (a) promptly pay that amount to the dissenter, or

- (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

- (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
- (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with Section 244(1), and
- (c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

- (a) pay to each dissenter who has complied with Section 244(1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or
- (b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),

- (a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than Section 247, ceases to apply to the dissenter with respect to the notice shares, or
- (b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

- (a) the company is insolvent, or
- (b) the payment would render the company insolvent.

### **Loss of right to dissent**

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than Section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under Section 245 in relation to those notice shares, any of the following events occur:

- (a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

- (b) the resolution in respect of which the notice of dissent was sent does not pass;
- (c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;
- (d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;
- (e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;
- (f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;
- (g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;
- (h) the notice of dissent is withdrawn with the written consent of the company;
- (i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

#### **Shareholders entitled to return of shares and rights**

247 If, under Section 244(4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

- (a) the company must return to the dissenter each of the applicable share certificates, if any, sent under Section 244(1)(b) or, if those share certificates are unavailable, replacements for those share certificates,
- (b) the dissenter regains any ability lost under Section 244(6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and
- (c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.