ARRANGEMENT INVOLVING

PRIME MINING CORP.

and

TOREX GOLD RESOURCES INC.

Notice and Management Information Circular for
the Special Meeting of Securityholders
of Prime Mining Corp.

to be held at 2:00 p.m. (Vancouver time) on September 29, 2025
at the offices of Prime Mining Corp. at
Suite 710 – 1030 West Georgia Street, Vancouver, British Columbia

The Board of Directors of Prime Mining Corp.
unanimously recommends that Securityholders vote
FOR
the Arrangement Resolution

TAKE ACTION AND VOTE TODAY

August 25, 2025

Letter to Securityholders

August 25, 2025

Dear Securityholders:

The Board of Directors (the "**Board**") of Prime Mining Corp. (the "**Company**" or "**Prime**") invites you to attend the special meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares of the Company (the "**Prime Shares**"), the holders (the "**Option Holders**") of options to purchase Prime Shares (the "**Prime Options**"), the holders (the "**RSU Holders**") of restricted share units (the "**Prime RSUs**"), the holders (the "**DSU Holders**") of deferred share units (the "**Prime DSUs**"), and the holders (the "**Warrant Holders**" and, collectively with the Shareholders, Option Holders, RSU Holders and DSU Holders, the "**Securityholders**") of warrants to purchase Prime Shares (the "**Prime Warrants**", and together with the Prime Shares, Prime Options, Prime RSUs and Prime DSUs, the "**Prime Securities**") to be held on September 29, 2025 at 2:00 p.m. (Vancouver time) at the offices of the Company at Suite 710 – 1030 West Georgia Street, Vancouver, British Columbia.

The Plan of Arrangement

At the Meeting, Securityholders will be asked to consider and, if deemed acceptable, pass a special resolution (the "**Arrangement Resolution**") approving an arrangement (the "**Arrangement**") with Torex Gold Resources Inc. (the "**Purchaser**" or "**Torex**"), pursuant to a statutory plan of arrangement (the "**Plan of Arrangement**") under Section 288 of the *Business Corporations Act* (British Columbia) whereby the Purchaser will, among other things, acquire all of the issued and outstanding Prime Shares. The Arrangement will be governed by and is subject to the terms of the arrangement agreement dated July 27, 2025 between the Company and the Purchaser (the "**Arrangement Agreement**").

The Consideration

Shareholders

Under the terms of the Arrangement Agreement, which was negotiated at arm's length, and pursuant to the Plan of Arrangement, each Shareholder (other than those Shareholders validly exercising their dissent rights or the Purchaser or any of its affiliates) will receive 0.060 (the "**Exchange Ratio**") of a common share of Torex (each whole share, a "**Torex Share**") in exchange for each Prime Share held by such Shareholder immediately prior to the effective time of the Arrangement (the "**Effective Time**"), subject to adjustment in accordance with the Arrangement Agreement (the "**Consideration**").

Option Holders

Pursuant to the Plan of Arrangement, each outstanding Prime Option, whether vested or unvested, will be deemed to be vested and will remain outstanding and will be exercisable until the earlier of the original expiry date of the Prime Option and the date that is twelve (12) months following the Effective Time. Upon completion of the Arrangement, the Prime Options will be exercisable for Torex Shares adjusted to reflect the Exchange Ratio. For further information, please see "*The Arrangement – Plan of Arrangement*" and "*The Arrangement – Exchange of Prime Securities – Treatment of Prime Options*" in the accompanying management information circular (the "**Circular**").

RSU and DSU Holders

Pursuant to the Plan of Arrangement, each outstanding Prime RSU and Prime DSU of the Company, whether vested or unvested, will, without any further action by or on behalf of the holder thereof, be deemed to be immediately and unconditionally vested and will be settled by Prime at the Effective Time in exchange for Prime Shares (less applicable withholdings). Such Prime Shares will be transferred to the Purchaser for the Consideration in accordance with the Plan of Arrangement, and each such Prime RSU and Prime DSU shall immediately be cancelled. For further information, please see "*The Arrangement – Plan of Arrangement*" and "*The Arrangement – Exchange of Prime Securities – Treatment of Prime RSUs and Prime DSUs*" in the accompanying Circular.

Warrant Holders

Upon completion of the Arrangement, each outstanding Prime Warrant will be exercisable for 0.060 of a Torex Share in lieu of each Prime Share that the holder thereof would otherwise have received on exercise of such Prime Warrant prior to the completion of the Arrangement (rounded down to the nearest whole number). For further information, please see "*The Arrangement – Plan of Arrangement*" and "*The Arrangement – Exchange of Prime Securities – Adjustment of Prime Warrants*" in the accompanying Circular.

No Fractional Shares

No fractional Torex Shares will be issued in connection with the Arrangement. Any fractional Torex Shares to which a Securityholder may be entitled under the Arrangement will be rounded down to the nearest whole number of Torex Shares and no cash payment or other compensation in lieu of any fractional Torex Shares will be paid.

Reasons for the Plan of Arrangement and Board Recommendation

After careful consideration, including a thorough review of the Arrangement Agreement, the fairness opinion of BMO Capital Markets ("**BMO**") (as discussed further in the enclosed Circular), and other matters, and taking into account the best interests of the Company, and after consultation with management and its financial and legal advisors, and upon the unanimous recommendation of the Special Committee, the Board has unanimously determined the Arrangement is in the best interests of the Company and is fair to the Shareholders, has unanimously approved the Arrangement and the Arrangement Agreement and unanimously recommends that the Securityholders vote **FOR** the Arrangement Resolution.

In making its recommendations, the Board considered a number of factors as described in the Circular under the heading "*The Arrangement – Reasons for the Arrangement*". The following are some of the principal reasons for the recommendation:

- **Immediate and Significant Premium.** The Consideration represents a premium of 32.4% to the 30-day volume-weighted average price of the Prime Shares on the Toronto Stock Exchange ("**TSX**") as of July 25, 2025, the last trading day before the announcement of the Arrangement. Furthermore, the Consideration implies a premium of 18.5% to the closing price of the Prime Shares on the TSX as of July 25, 2025.

- **Participation in an Established, High-Quality, Gold and Copper Producer with Substantial Growth Potential.** The Arrangement provides Securityholders with (A) the opportunity to continue to participate in the future upside potential of the Company's Los Reyes Project (as defined in the enclosed Circular) through their meaningful 10.7% equity ownership in Torex, (B) exposure to Torex's free cash flowing Morelos Complex, comprising of the producing El Limón Guajes and Media Luna mines along with the development stage EPO underground project, and (C) enhanced exploration upside through Torex's Morelos Property (as defined in the enclosed Circular), in addition to a suite of early-stage exploration projects acquired by Torex on August 20, 2025.

- **De-Risking of Development of Los Reyes.** The Arrangement provides an opportunity to leverage Torex's Mexican expertise and strong technical capabilities for the development of the Los Reyes Project. Torex brings deep and recent expertise in discovering, permitting, building, and operating mines in Mexico, including the construction of the El Limón Guajes and Media Luna mines, which were completed by Torex largely on schedule with minimal deviations from their original budgets. Torex has an experienced Mexican permitting and project/construction team ready and available to advance the Los Reyes Project.

- **Enhanced Financial Strength.** The Arrangement provides Securityholders access to Torex's strong balance sheet, liquidity, and growing significant free cash flows from Media Luna. These strong financial resources are expected to support the advancement of the Los Reyes Project and eliminate financing and dilution risks to bring the project into production.

- **Enhanced Capital Markets Profile.** Torex has a market capitalization of approximately US$3.7 billion, enabling Shareholders to benefit from increased market presence, analyst coverage, investor demand, and trading liquidity.

- **Proven Leadership Team.** Upon completion of the Arrangement, management of Torex will continue to feature proven and experienced mining and business leaders at both the board and executive team levels, with a proven track record of maximizing shareholder value.

- **Business Climate and Review of Strategic Alternatives.** After consultation on the proposed Arrangement with the Company's financial and legal advisors, and after review of the current and prospective business climate in the precious metals industry and other strategic opportunities reasonably available to Prime, including continuation as an independent enterprise, and potential acquisitions and dispositions or other business combinations, in each case taking into account the potential benefits, risks and uncertainties associated with those other opportunities, the Special Committee and the Board believe that the Arrangement represents Prime's best prospect for maximizing shareholder value.

- **Fairness Opinion.** The fairness opinion of BMO states that, as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and scope of review set forth therein, the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded from the vote pursuant to Section 8.1(2) of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions (*"**MI 61-101**")) pursuant to the Arrangement, is fair, from a financial point of view, to such Shareholders. See "*The Arrangement – Fairness Opinion*" in the accompanying Circular.

Support Agreements

Each of the directors and officers of the Company and a significant shareholder of the Company, holding an aggregate of approximately 23% of the issued and outstanding Prime Shares and additionally, approximately 26% of the issued and outstanding Prime Securities, have entered into an agreement with the Purchaser pursuant to which they have agreed to, among other things, vote, or cause to be voted, all of the Prime Securities held or controlled by them (including any Prime Shares issuable upon exercise or settlement of Prime Options, Prime RSUs, Prime DSUs and Prime Warrants, as applicable) in favour of the Arrangement Resolution. See "*The Arrangement – Support Agreements*" in the accompanying Circular.

Subject to the satisfaction of customary closing conditions, including the parties obtaining the requisite regulatory approvals (including clearance under Mexican antitrust laws), the Arrangement is expected to close in H2 2025.

Securityholder Approval

In order to become effective, the Arrangement Resolution must be approved by at least (i) 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, with each Prime Share entitling a Shareholder to one vote; (ii) 66⅔% of the votes cast on the Arrangement Resolution by Securityholders present in person or represented by proxy and entitled to vote at the Meeting, voting together as a single class; and (iii) a simple majority of votes attached to Prime Shares held by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding those votes attached to Prime Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of MI 61-101.

Full details of the Arrangement are set out in the Circular. The Circular describes the Arrangement and includes certain additional information to assist you in considering how to vote on the Arrangement Resolution, including certain risk factors relating to the completion of the Arrangement. You should carefully review and consider all of the information in the Circular. If you require assistance, consult your own financial, legal, tax or other professional advisor.

The Arrangement is subject to customary closing conditions for a transaction of this nature, including, among other things, approval by the Securityholders, relevant stock exchange approvals, court approval and applicable government approvals by the relevant authorities. The Arrangement will not proceed if such approvals are not obtained.

YOUR VOTE IS IMPORTANT REGARDLESS OF THE NUMBER OF PRIME SECURITIES YOU OWN.

Securityholders are requested to read the enclosed Circular and are encouraged to promptly submit the enclosed proxy form(s) (printed on **WHITE** paper for Shareholders and on **YELLOW** paper for holders of Prime Options, Prime RSUs, Prime DSUs or Prime Warrants) or voting instruction form, as applicable. Securityholders may vote online, by fax or by mail. Pursuant to the interim order of the Supreme Court of British Columbia dated August 25, 2025, proxies to be used at the Meeting must be received by Odyssey Trust Company by no later than 2:00 p.m. (Vancouver time) on September 25, 2025 (or, if the Meeting is adjourned or postponed, by the time that is 48 hours prior to the Meeting, excluding Saturdays, Sundays and statutory holidays). See "*Information Concerning the Meeting – Appointment of Proxyholders*" in the accompanying Circular.

On behalf of the Company, I thank all Securityholders for their continued support and we look forward to receiving your endorsement for this transaction at the Meeting.

Sincerely,

/s/ "Scott Hicks"

Scott Hicks
Chief Executive Officer and Director

PRIME MINING CORP.

NOTICE OF SPECIAL MEETING OF SECURITYHOLDERS

NOTICE IS HEREBY GIVEN that a Special Meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares (the "**Prime Shares**") of Prime Mining Corp. (the "**Company**" or "**Prime**"), the holders (the "**Option Holders**") of options to purchase Prime Shares (the "**Prime Options**"), the holders (the "**RSU Holders**") of restricted share units (the "**Prime RSUs**"), the holders (the "**DSU Holders**") of deferred share units (the "**Prime DSUs**"), and the holders (the "**Warrant Holders**" and, collectively with the Shareholders, Option Holders, RSU Holders and DSU Holders, the "**Securityholders**") of warrants to purchase Prime Shares (the "**Prime Warrants**") will be held at the offices of the Company at Suite 710 – 1030 West Georgia Street, Vancouver, British Columbia on September 29, 2025 at 2:00 p.m. (Vancouver time), for the following purposes:

1. to consider, in accordance with the interim order of the Supreme Court of British Columbia dated August 25, 2025 (the "**Interim Order**"), and, if deemed acceptable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**") approving a statutory plan of arrangement (the "**Plan of Arrangement**") under Section 288 of the *Business Corporations Act* (British Columbia) ("**BCBCA**") pursuant to which Torex Gold Resources Inc. (the "**Purchaser**" or "**Torex**") will, among other things, acquire all of the issued and outstanding Prime Shares, the full text of which is set forth in Appendix A to the accompanying management information circular ("**Circular**"); and

2. to transact such further or other business as may properly come before the Meeting and any adjournments or postponements thereof.

The board of directors of the Company unanimously recommends that the Securityholders vote FOR the Arrangement Resolution.

Pursuant to the Interim Order, the record date is August 14, 2025 (the "**Record Date**") for determining Securityholders who are entitled to receive notice of and to vote at the Meeting. Only registered Shareholders ("**Registered Shareholders**"), Option Holders, RSU Holders, DSU Holders and Warrant Holders as of the Record Date are entitled to receive notice of the Meeting ("**Notice of Meeting**") and to vote at the Meeting. This Notice of Meeting is accompanied by the Circular, an applicable form of proxy (printed on **WHITE** paper for Shareholders and on **YELLOW** paper for holders of Prime Options, Prime RSUs, Prime DSUs or Prime Warrants) and a Letter of Transmittal for Registered Shareholders (the "**Letter of Transmittal**").

Each Prime Share, Prime Option, Prime RSU, Prime DSU and Prime Warrant entitled to be voted at the Meeting will entitle the holder thereof to one vote at the Meeting. In order to become effective, the Arrangement Resolution must be approved by at least (i) 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy and entitled to vote at the Meeting; (ii) 66⅔% of the votes cast on the Arrangement Resolution by Securityholders present in person or represented by proxy and entitled to vote at the Meeting, voting together as a single class; and (iii) a simple majority of votes attached to Prime Shares held by Shareholders present in person or represented by proxy and entitled to vote at the Meeting excluding those votes attached to Prime Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions.*

Registered Shareholders, Option Holders, RSU Holders, DSU Holders and Warrant Holders are requested to read the enclosed Circular and to date and sign the enclosed proxy form(s) promptly, as applicable, and return it to the Company's transfer agent, Odyssey Trust Company, in the self-addressed envelope enclosed for that purpose, or by any of the other methods indicated in the proxy form. Registered Shareholders, Option Holders, RSU Holders, DSU Holders and Warrant Holders may also vote online instead of by mail. Pursuant to the Interim Order, proxies, to be used at the Meeting, must be received by Odyssey Trust Company by no later than 2:00 p.m. (Vancouver time) on September 25, 2025 (or, if the Meeting is adjourned or postponed, by the time that is 48 hours prior to the Meeting, excluding Saturdays, Sundays and statutory holidays). To vote online at https://vote.odysseytrust.com, you will need to enter your 12-digit control number (printed with your address to the right of your form of proxy) to identify yourself as a Registered Shareholder, Option Holder, RSU Holder, DSU Holder or Warrant Holder on the voting website. If a Registered Shareholder receives more than one proxy form because such Registered Shareholder, Option Holder, RSU Holder, DSU Holder or Warrant Holder owns securities of the Company registered in different names or addresses, each proxy form needs to be completed and returned or voted online. The form of proxy provided in respect of Prime Shares held

is printed on **WHITE** paper and the form of proxy provided in respect of Prime Options, Prime RSUs, Prime DSUs or Prime Warrants is printed on **YELLOW** paper.

If your Prime Shares are not registered in your name but are held through a broker, investment dealer, bank, trust company, custodian, nominee or other intermediary, please complete and return the voting instruction form ("**VIF**") in accordance with the instructions provided to you by your broker or such other intermediary. Failure to do so may result in such securities not being voted at the Meeting.

If you wish that a person other than the management nominees identified on the form of proxy or VIF attend and vote at the Meeting as your proxyholder and vote your securities, including if you are not a Registered Shareholder and wish to appoint yourself as proxyholder to attend and vote at the Meeting, you MUST submit your form of proxy (or proxies) or VIF, as applicable, in accordance with the instructions set out in the Circular. If submitting a proxy or VIF or appointing a person other than the management nominees identified, you must return your proxy or VIF in accordance with the instructions set out in the Circular by 2:00 p.m. (Vancouver time) on September 25, 2025.

If you are a Registered Shareholder who is not a Dissenting Shareholder (as defined in the enclosed Circular), please complete the Letter of Transmittal in accordance with the instructions included therein, sign, date and return it to the depositary, Computershare Investor Services Inc. (the "**Depositary**"), in the envelope provided, together with the certificates or the direct registration system advices ("**DRS Advices**") representing your Prime Shares and any other required documents. If you are sending certificates, it is recommended that you send them by registered mail. The Letter of Transmittal contains complete instructions on how to exchange your Prime Shares for the Consideration (as defined in the enclosed Circular). You will not receive your Consideration until after the Arrangement is completed and you have returned your properly completed documents, including each applicable Letter of Transmittal, and the certificate(s) or DRS Advice(s) representing your Prime Shares to the Depositary.

Beneficial Shareholders do not need to complete a Letter of Transmittal and will receive the Consideration to which they are entitled under the Arrangement through the intermediary.

Pursuant to the Interim Order, Registered Shareholders have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their Dissenting Shares (as such term is defined in the enclosed Circular) in accordance with the provisions of Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court. A Registered Shareholder wishing to exercise rights of dissent with respect to the Arrangement must:

(i) send to the Company a written notice of dissent to the Arrangement Resolution, which written notice of dissent must be received by the Company c/o Blake, Cassels & Graydon LLP, Suite 3500 – 1133 Melville Street, Vancouver, British Columbia, V6E 4E5, Attention: Alexandra Luchenko, by no later than 4:00 p.m. (Vancouver time) on September 25, 2025 (or by 4:00 p.m. (Vancouver time) on the second Business Day (as defined in the enclosed Circular) immediately preceding the date that any adjourned or postponed Meeting is reconvened); and

(ii) otherwise strictly comply with the dissent procedures set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court.

The Registered Shareholders' right to dissent is more particularly described in the Circular. Copies of the Plan of Arrangement, the Interim Order and the text of Sections 237 to 247 of the BCBCA are set forth in Appendix B, Appendix C and Appendix H, respectively, of the Circular. Anyone who is a beneficial owner of Prime Shares and who wishes to exercise a right of dissent should be aware that only Registered Shareholders are entitled to exercise a right of dissent. Accordingly, a beneficial (non-registered) Shareholder who desires to exercise a right of dissent must make arrangements for the Prime Shares beneficially owned by such holder to be re-registered in the name of such holder prior to the time when a written notice of dissent must be received by the Company or, alternatively, make arrangements for the Registered Shareholder of such Prime Shares to exercise the right of dissent on behalf of such beneficial Shareholder. Option Holders, RSU Holders, DSU Holders and Warrant Holders (as each such term is defined in the enclosed Circular) are not entitled to exercise dissent rights. It is recommended that you seek independent legal advice if you wish to exercise a right of dissent. **Failure to strictly comply with the requirements set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court, may result in the loss of any right of dissent.**

The Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice of Meeting. Any adjourned or postponed meeting resulting from an adjournment or postponement of the Meeting will be held at a time and place to be specified either by the Company before the Meeting or by the Chair at the Meeting.

Dated at Vancouver, British Columbia as of August 25, 2025.

BY ORDER OF THE BOARD

/s/ "Scott Hicks"

Scott Hicks
Chief Executive Officer and Director

FREQUENTLY ASKED QUESTIONS ABOUT THE ARRANGEMENT AND THE MEETING

The following are some questions that you, as a Securityholder, may have relating to the Arrangement and the Meeting and answers to those questions. These questions and answers do not provide all of the information relating to the Arrangement or the Meeting and are qualified in their entirety by the more detailed information contained elsewhere in, or incorporated by reference into, this Circular. You are urged to read this Circular in its entirety before making a decision related to your Prime Securities. All capitalized terms used herein have the meanings ascribed to them in the "Glossary of Terms" of this Circular.

QUESTIONS RELATING TO THE ARRANGEMENT

Q: What am I voting on?

A: You are being asked to consider and, if deemed acceptable, to vote **FOR** the Arrangement Resolution, which provides for, among other things, Torex acquiring all of the issued and outstanding Prime Shares. Pursuant to the Arrangement, Shareholders will be entitled to receive 0.060 of a Torex Share in exchange for each Prime Share held, subject to adjustment in accordance with the Arrangement Agreement.

Q: What will I receive in the Arrangement?

A: *Shareholders*

Shareholders (other than Dissenting Shareholders) will be entitled to receive the Consideration, which is equal to 0.060 of a Torex Share in exchange for each Prime Share held immediately prior to the Effective Time.

A: *RSU and DSU Holders*

Each outstanding Prime RSU and Prime DSU, whether vested or unvested, notwithstanding the terms of the Omnibus Equity Incentive Plan or Legacy LTIP, as applicable, or any other provision to which an Prime RSU or Prime DSU may otherwise be subject, will, without any further action by or on behalf of the holder thereof, be deemed vested and will be settled by Prime at the Effective Time in exchange for Prime Shares (less applicable withholdings) and such Prime Shares will be transferred to the Purchaser in exchange for the Consideration, and each such Prime RSU and Prime DSU shall immediately be cancelled.

For further information, please see "*The Arrangement – Plan of Arrangement*" and "*The Arrangement – Exchange of Prime Securities – Treatment of Prime RSUs and Prime DSUs*" in this Circular.

Q: What will happen to my Prime Options?

Under the Arrangement, each outstanding Prime Option, whether vested or unvested, will be deemed to be vested and continue to be exercisable without any further action on the part of any Option Holder, regardless of the holder no longer being a director, executive officer, employee or consultant of Prime or its subsidiaries following the Arrangement. The Prime Options will be exercisable until the earlier of their original expiry date and the date that is twelve (12) months following the Effective Time.

Following the Effective Time, the Prime Options will be exercisable for the number of Torex Shares (rounded down to the nearest whole number) equal to: (A) 0.060 multiplied by (B) the number of Prime Shares subject to such Prime Option immediately prior to the Effective Time, at an exercise price per Torex Share (rounded up to the nearest whole cent) equal to the quotient determined by dividing: (X) the exercise price per Prime Share at which such Prime Option was exercisable immediately prior to the Effective Time, by (Y) 0.060.

Except as set out above, the terms and conditions of the Prime Options, including the manner of exercising, will remain unchanged and the Prime Options will continue to be governed by the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable. Option Holders should consult their own tax advisors with respect to the tax consequences, if any, of the exercise of Prime Options for Torex Shares following the Arrangement.

For further information, please see "*The Arrangement – Plan of Arrangement*" and "*The Arrangement – Exchange of Prime Securities – Treatment of Prime Options*" in this Circular.

Q: What will happen to my Prime Warrants?

A: In accordance with the terms of each Prime Warrant, each Warrant Holder will be entitled to receive (and such holder will accept) upon the exercise of such holder's Prime Warrants, in lieu of Prime Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Torex Shares which the Warrant Holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement if, immediately prior to the Effective Date, such Warrant Holder had been the registered holder of the number of Prime Shares to which such holder would have been entitled if such Warrant Holder had exercised such Prime Warrants immediately prior the Effective Time. Each Prime Warrant will continue to be governed by and be subject to the terms of the applicable warrant certificate, subject to any supplemental exercise documents issued by the Purchaser to holders of Prime Warrants to facilitate the exercise of the Prime Warrants.

For further information, please see "*The Arrangement – Plan of Arrangement*" and "*The Arrangement – Exchange of Prime Securities – Adjustment of Prime Warrants*" in this Circular.

Q: How do I receive my Consideration under the Arrangement as a Shareholder?

A: Each Registered Shareholder must complete the accompanying Letter of Transmittal to receive the Consideration for such Shareholder's Prime Shares. Beneficial Shareholders should contact their Intermediary for questions with respect to their Consideration.

For additional information, including information regarding how the Depositary will send you the Consideration, please see "*The Arrangement – Exchange of Prime Securities*" in this Circular.

Q: When can I expect to receive the Consideration?

A: Assuming completion of the Arrangement, if you hold your Prime Shares through an Intermediary, then you are not required to take any action and the Consideration you are entitled to receive will be delivered to your Intermediary through procedures in place for such purposes between CDS & Co. or similar entities and such Intermediaries. You should contact your Intermediary if you have any questions regarding this process.

In the case of Registered Shareholders, as soon as practical after the Effective Date, assuming due delivery of the required documentation, including the applicable certificate(s) or DRS Advice(s) representing Prime Shares and a duly and properly completed Letter of Transmittal together with any such additional documents and instruments as the Depositary may reasonably require, Torex will cause the Depositary to forward the certificate(s)/DRS Advice(s) representing Torex Shares, as applicable, to which the Registered Shareholders are entitled by first class mail or be held for pick-up at the offices of the Depositary, in accordance with the instructions provided by each Registered Shareholder.

The method used to deliver the Letter of Transmittal and any accompanying certificates or DRS Advices representing Prime Shares is at the option and risk of the Registered Shareholder and delivery will be deemed effective only when such documents are actually received. Prime recommends that the necessary documentation be hand delivered to the Depositary at its office(s) specified on the last page of the Letter of Transmittal and a receipt obtained; otherwise, the use of registered mail or courier with return receipt requested, properly insured, is recommended. A Beneficial Shareholder whose Prime Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee should contact that nominee for assistance in depositing those Prime Shares.

Shareholders who do not deliver their certificate(s) or DRS Advice(s) representing Prime Shares and all other required documents to the Depositary on or before the date which is six years after the Effective Date will lose their right to receive the Consideration for their Prime Shares. See "*The Arrangement – Exchange of Prime Securities – Extinction of Rights*" in this Circular for more information.

For additional information, including information regarding how the Depositary will send you the Consideration, please see "*The Arrangement – Exchange of Prime Securities*" in this Circular.

Q: Can I exercise my vested Prime Options prior to the Effective Date?

A: Option Holders who intend to exercise vested Prime Options in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date. Please see "*The Arrangement – Plan of Arrangement*" and "*The Arrangement – Exchange of Prime Securities – Treatment of Prime Options*" in this Circular.

Q: As a holder of Prime Options, what documentation do I need to submit to be able to receive Torex Shares upon exercise of the Prime Options after the Effective Time?

A: Option Holders do not need to submit any documentation or take any action in order to be entitled to receive Torex Shares upon exercise of the Prime Options after the Effective Time. For further information, please see "*The Arrangement – Exchange of Prime Securities – Treatment of Prime Options*" in this Circular.

Q: As a holder of Prime RSUs or Prime DSUs, what documentation do I need to submit to be able to receive the Consideration?

A: RSU Holders and DSU Holders do not need to submit any documentation or take any action in order to receive the Prime Shares issuable upon vesting of the Prime RSUs or Prime DSUs, and ultimately the Consideration to which they are entitled for such Prime Shares under the Plan of Arrangement. For additional information, please see "*The Arrangement – Exchange of Prime Securities – Treatment of Prime RSUs and Prime DSUs*" in this Circular.

Q: As a holder of Prime Warrants, what documentation do I need to submit to be able to receive Torex Shares upon exercise of the Prime Warrants after the Effective Time?

A: Warrant Holders do not need to submit any documentation or take any action in order to be entitled to receive Torex Shares upon exercise of Prime Warrants after the Effective Time. For further information, please see "*The Arrangement – Exchange of Prime Securities – Adjustment of Prime Warrants*" in this Circular.

Q: What is the recommendation of the Prime Board of Directors? Why is the Board making this recommendation?

After careful consideration, including a thorough review of the Arrangement Agreement, the Fairness Opinion and other matters, and taking into account the best interests of the Company, and after consultation with management and its financial and legal advisors and taking into consideration, among other things, the Fairness Opinion and such other matters considered relevant, including the factors described under the heading "*The Arrangement – Reasons for the Arrangement*", and upon the unanimous recommendation of the Special Committee, the Board has unanimously determined that the Arrangement is in the best interests of the Company and is fair to the Shareholders. **Accordingly, the Board unanimously recommends that the Securityholders vote <u>FOR</u> the Arrangement Resolution.** Each Supporting Securityholder, including each director and officer of the Company and the Key Shareholder, has agreed to vote all of such Supporting Securityholder's Subject Securities **<u>FOR</u>** the Arrangement Resolution.

The following are some of the principal reasons for the recommendation:

- **Immediate and Significant Premium.** The Consideration represents a premium of 32.4% to the 30-day volume-weighted average price of the Prime Shares on the TSX as of July 25, 2025, the last trading day before the announcement of the Arrangement. Furthermore, the Consideration implies a premium of 18.5% to the closing price of the Prime Shares on the TSX as of July 25, 2025.

- **Participation in an Established, High-Quality, Gold and Copper Producer with Substantial Growth Potential.** The Arrangement provides Securityholders with (A) the opportunity to continue to participate in the future upside potential of the Los Reyes Project through their meaningful 10.7% equity ownership in Torex, (B) exposure to Torex's free cash flowing Morelos Complex, comprising of the producing El Limón Guajes and Media

Luna mines along with the development stage EPO underground project, and (C) enhanced exploration upside through Torex's Morelos Property, in addition to a suite of early-stage exploration projects acquired by Torex on August 20, 2025.

- **De-Risking of Development of Los Reyes.** The Arrangement provides an opportunity to leverage Torex's Mexican expertise and strong technical capabilities for the development of the Los Reyes Project. Torex brings deep and recent expertise in discovering, permitting, building, and operating mines in Mexico, including the construction of the El Limón Guajes and Media Luna mines, which were completed by Torex largely on schedule with minimal deviations from their original budgets. Torex has an experienced Mexican permitting and project/construction team ready and available to advance the Los Reyes Project.

- **Enhanced Financial Strength.** The Arrangement provides Securityholders access to Torex's strong balance sheet, liquidity, and growing significant free cash flows from Media Luna. These strong financial resources are expected to support the advancement of the Los Reyes Project and eliminate financing and dilution risks to bring the project into production.

- **Enhanced Capital Markets Profile.** Torex has a market capitalization of approximately US$3.7 billion, enabling Shareholders to benefit from increased market presence, analyst coverage, investor demand, and trading liquidity.

- **Proven Leadership Team.** Upon completion of the Arrangement, management of Torex will continue to feature proven and experienced mining and business leaders at both the board and executive team levels, with a proven track record of maximizing shareholder value.

- **Business Climate and Review of Strategic Alternatives.** After consultation on the proposed Arrangement with the Company's financial and legal advisors, and after review of the current and prospective business climate in the precious metals industry and other strategic opportunities reasonably available to Prime, including continuation as an independent enterprise, and potential acquisitions and dispositions or other business combinations, in each case taking into account the potential benefits, risks and uncertainties associated with those other opportunities, the Special Committee and the Board believe that the Arrangement represents Prime's best prospect for maximizing shareholder value.

- **Fairness Opinion.** The Fairness Opinion states that, as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and scope of review set forth therein, the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded from the vote pursuant to Section 8.1(2) of MI 61-101) pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders. See "*The Arrangement – Fairness Opinion*".

For a more detailed description of the various factors that the Board considered and relied upon and for further information on the reasons for the Board Recommendation, please see "*The Arrangement – Reasons for the Arrangement*" in this Circular.

Q: Has the Company received a fairness opinion in connection with the Arrangement?

A: Yes. BMO has provided an opinion to the effect that as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and scope of review set forth therein, the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded from the vote pursuant to Section 8.1(2) of MI 61-101) pursuant to the Arrangement, is fair, from a financial point of view, to such Shareholders.

Please see "*The Arrangement – Fairness Opinion*" in this Circular.

Q: Who intends to support the Arrangement Resolution?

A: Each of the Supporting Securityholders has entered into a Support Agreement with the Purchaser, pursuant to which they have agreed to, among other things, vote in favour of the Arrangement Resolution.

For more information, please see "*The Arrangement – Support Agreements*" in this Circular.

Q: In addition to the approval of Securityholders, are there any other approvals required for the Arrangement?

A: Yes, the Arrangement requires the approval of the Court and the TSX, as well as the COFECE Approval. On August 22, 2025, the TSX conditionally approved the Arrangement and the delisting of Prime Shares following completion of the Arrangement, as well as the listing of the Torex Shares to be issued or issuable pursuant to the Arrangement. See "*The Arrangement – Court Approval of the Arrangement*" and "*The Arrangement – Regulatory and Securities Law Matters*" in this Circular.

Q: What if Securityholders do not approve the Arrangement Resolution?

A: If the Arrangement Resolution is not approved by the Securityholders, the Arrangement will not be completed. Either the Company or the Purchaser may terminate the Arrangement Agreement if the Required Securityholder Approval is not obtained by the Outside Date.

Q: What if the Court does not approve the Arrangement?

A: If the approval of the Court is not obtained prior to the Outside Date, the Arrangement will not be completed, even if Securityholders approve the Arrangement Resolution.

Q: What conditions must be satisfied to complete the Arrangement?

A: The Arrangement is conditional upon, among other things: (i) receipt of the Required Securityholder Approval of the Arrangement Resolution; (ii) receipt of the Court's approval; (iii) receipt of the Required Regulatory Approvals; (iv) there being no Law making the Arrangement illegal or otherwise directly or indirectly cease trading, enjoining, restraining or otherwise prohibiting completion of the Arrangement; (v) the Consideration Shares to be issued being exempt from the prospectus and registration requirements of applicable securities laws; (vi) holders of no more than 5% of Prime Shares exercising Dissent Rights, subject to certain exceptions; and (vii) the satisfaction of certain other closing conditions customary for transactions of this nature.

For more information, please see "*The Arrangement Agreement – Conditions to Closing*" in this Circular.

Q: Do any directors or executive officers of Prime have any interests in the Arrangement that are different from, or in addition to, those of the Securityholders?

A: In considering the Board Recommendation, you should be aware that some of the directors and senior officers of Prime have certain interests in the Arrangement that are different from, or in addition to, the interests of Securityholders generally. See "*The Arrangement – Interests of Certain Persons in the Arrangement*" in this Circular.

Q: Should I send my Prime Share certificates or DRS Advices now?

A: You are not required to send your certificates or DRS Advices representing Prime Shares to validly cast your vote in respect of the Arrangement Resolution.

Where Prime Shares are evidenced only by a DRS Advice(s), there is no requirement to first obtain a share certificate for those Prime Shares. Only a properly completed and duly executed Letter of Transmittal, accompanied by the applicable DRS Advice(s) are required to be delivered to the Depositary in order to surrender those Prime Shares under the Arrangement.

Do not send your Letter of Transmittal and certificate(s)/DRS Advice(s) to Prime. Please follow the delivery instructions set forth in the Letter of Transmittal. Please also see "*The Arrangement – Exchange of Prime Securities*" in this Circular.

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

A: The Effective Date will occur upon satisfaction or waiver of all of the conditions to the completion of the Arrangement. If the Required Securityholder Approval is obtained at the Meeting, and the approval of the Court and the COFECE Approval are obtained, the Effective Date is expected to occur in H2 2025. On the Effective Date, Prime will publicly announce that the Arrangement has been completed.

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

A: Yes. You should carefully consider the risk factors relating to the Arrangement. Some of these risks include, but are not limited to: (i) there can be no certainty that all conditions precedent to the Arrangement will be satisfied; (ii) the market price of the Prime Shares and Torex Shares may be materially adversely affected if the Arrangement is not completed; (iii) the Arrangement Agreement may be terminated in certain circumstances; (iv) the completion of the Arrangement is uncertain and Prime will incur costs and may have to pay the Termination Fee or Expense Reimbursement Fee if the Arrangement Agreement is terminated in certain circumstances; (v) the Arrangement may divert the attention of Prime's management; (vi) the Termination Fee provided under the Arrangement Agreement may discourage other parties from attempting to acquire Prime; (vii) Prime is restricted from taking certain actions while the Arrangement is pending; (viii) the Torex Shares issued in connection with the Arrangement may have a market value different from that on the date of the announcement of the Arrangement or on the date of this Circular; (ix) directors and senior officers of Prime have interests in the Arrangement that may be different from those of Securityholders generally; (x) Torex and Prime may be the targets of legal claims, securities class action, derivative lawsuits and other claims; and (xi) as a holder of Torex Shares, you will be subject to the risks associated with an investment in Torex.

See "*Risk Factors*" in this Circular.

Q: What are the Canadian income tax consequences of the Arrangement?

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

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

A: For a summary of certain material U.S. federal income tax consequences of the Arrangement, as may be applicable to U.S. Holders, see "*Certain United States Federal Income Tax Consequences of the Arrangement*" in this Circular. Such summary is not intended to be legal or tax advice to any particular U.S. Holder. Securityholders (including U.S. Holders) should consult their own tax and investment advisors with respect to their particular circumstances.

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

A: Upon completion of the Arrangement, certificates or DRS Advice(s) representing Prime Shares will represent only the right of the Registered Shareholder to receive the Consideration for each Prime Share held in accordance with the procedures set out in the Circular. It is expected that the Prime Shares will be delisted from the TSX, the OTCQX and the Frankfurt Stock Exchange approximately two to three Business Days after completion of the Arrangement and it is expected that Prime will terminate its status as a reporting issuer under Canadian Securities Laws and will cease to be required to file reports with the applicable Canadian securities regulatory authorities. After the Arrangement has been completed, Former Shareholders (other than Dissenting Shareholders), RSU Holders and DSU Holders will hold Torex Shares, which are listed on the TSX and the OTCQX.

QUESTIONS RELATING TO THE MEETING

Q: When and where is the Meeting?

A: The Meeting will take place at the offices of the Company at Suite 710 – 1030 West Georgia Street, Vancouver, British Columbia on September 29, 2025 at 2:00 p.m. (Vancouver time).

Q: Who is soliciting my proxy?

A: Your proxy is being solicited by management of Prime. This Circular is furnished in connection with that solicitation. The solicitation of proxies for the Meeting will be made primarily by mail, and may be supplemented by telephone and other means of contact.

Q: Who can attend and vote at the Meeting and what is the quorum for the Meeting?

A: Only holders of Prime Shares, Prime Options, Prime RSUs, Prime DSUs and Prime Warrants of record as of the Record Date are entitled to receive notice of and to attend, and vote at, the Meeting or any adjournment(s) or postponement(s) of the Meeting.

For all purposes contemplated by this Circular, the quorum for the transaction of business at the Meeting will be one Shareholder, present in person or represented by proxy, holding at least one Prime Share entitled to vote at the Meeting.

Q: How do I vote?

A: There are different ways to submit your voting instructions depending on whether you are a Registered Shareholder, Option Holder, RSU Holder, DSU Holder, Warrant Holder or a Beneficial Shareholder.

- *Registered Shareholders, Option Holders, RSU Holders, DSU Holders and Warrant Holders*: You must be a Registered Shareholder, Option Holder, RSU Holder, DSU Holder and Warrant Holder at the close of business on the Record Date to vote. You may vote in person or by proxy.

- *Beneficial Shareholders*: You may vote or appoint a proxy using the VIF provided to you. Your vote or proxy appointment will be submitted by your Intermediary who holds Prime Shares on your behalf to the Company.

For more information, please see "*How do I appoint a third party as my proxyholder?*" below.

Q: How do I know if I am a Registered Shareholder or a Beneficial Shareholder?

A: You may own Prime Shares in one or both of the following ways:

- If you are in possession of a physical share certificate or DRS Advice, you are a Registered Shareholder and your name and address are known to us through our Transfer Agent.

- If you own Prime Shares through an Intermediary, you are a Beneficial Shareholder and you will not have a physical share certificate or a DRS Advice. In this case, you will have an account statement from your bank or broker as evidence of your share ownership.

Most Shareholders are Beneficial Shareholders. Their Prime Shares are registered in the name of an Intermediary, such as a bank, trust company, securities broker, trustee, custodian or other nominee who holds Prime Shares on their behalf, or in the name of a clearing agency in which the Intermediary is a participant (such as CDS & Co.). Intermediaries have obligations to forward the Meeting materials to such Beneficial Shareholders unless otherwise instructed by the holder (and as required by regulation in some cases, despite such instructions).

Q: If my Prime Shares are held in the name of an Intermediary, will they automatically vote my Prime Shares for me?

A: No. Specific voting instructions must be provided. See "*How do I vote if my Prime Shares are held in the name of an Intermediary?*" below.

Q: How do I vote if my Prime Shares are held in the name of an Intermediary?

A: Fill in the VIF you received with this package and carefully follow the instructions provided. You can send your voting instructions by phone or by mail or through the internet. To attend and vote at the Meeting, Beneficial Shareholders should insert his or her name or his or her chosen representative (who need not be a Securityholder) in the blank space provided in the VIF and follow the instructions on returning the form.

See "*How do I appoint a third party as my proxyholder?*" below for more information on how Beneficial Shareholders can appoint third parties as proxyholders.

Q: How do I appoint a third party as my proxyholder?

A: The following applies to Registered Shareholders, Option Holders, RSU Holders, DSU Holders and Warrant Holders who wish to appoint a person other than the management nominees set forth in the form of proxy as proxyholder, **AND** Beneficial Shareholders who wish to appoint themselves as proxyholder to participate and vote at the Meeting.

- *Registered Shareholders, Option Holders, RSU Holders, DSU Holders and Warrant Holders*: You have the right to appoint any person or company you want to be your proxyholder. It does not have to be a Shareholder, Securityholder or the person designated in the enclosed form(s). Simply indicate the person's name as directed on your proxy form(s), or complete any other legal proxy form. Return your signed and dated proxy form(s) to Odyssey Trust Company (i) by hand or mail to the United Kingdom Building, Suite 350 - 409 Granville Street, Vancouver, British Columbia V6C 1T2, (ii) by fax, to the attention of the Proxy Department, at 1-800-517-4553 (toll free within Canada and the U.S.) or 416-263-9524 (international), or (iii) via email to proxy@odysseytrust.com, within the time hereinafter specified for the receipt of proxies. Alternatively, you may vote your proxy (or proxies) online at https://login.odysseytrust.com/pxlogin. Online votes must also be submitted within the time hereinafter specified for the receipt of proxies. See "*When is the cut-off time for delivery of proxies?*" below.

- *Beneficial Shareholders*: You have the right to appoint any person or company you want to be your proxyholder. It does not have to be a Shareholder, Securityholder or the person designated in the enclosed form(s). **If you are a Beneficial Shareholder and wish to attend or vote at the Meeting, insert your own name in the space provided on the VIF sent to you by your Intermediary and follow all of the applicable instructions provided by your Intermediary.** By doing so, you are instructing your Intermediary to appoint you as proxyholder. It is important that you comply with the signature and return instructions provided by your Intermediary. A Beneficial Shareholder exercising voting rights through an Intermediary should consult the VIF from such Beneficial Shareholder's Intermediary as the Intermediary may have earlier deadlines for receipt of proxies.

See "*Information Concerning the Meeting – Appointment of Proxyholders*" for additional information.

Q: How many Prime Securities are entitled to vote?

A: As at the Record Date, there were 167,402,325 Prime Shares, 6,552,449 Prime Options, 912,212 Prime RSUs, 1,844,818 Prime DSUs, and 284,044 Prime Warrants outstanding and entitled to vote at the Meeting. Each Prime Security is entitled to be voted at the Meeting will entitle the holder thereof to one vote at the Meeting for each Prime Security held.

Q: What vote is required at the Meeting to approve the Arrangement Resolution?

A: In order to become effective, the Arrangement Resolution must be approved by at least (i) 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, with each Prime Share entitling a Shareholder to one vote; (ii) 66⅔% of the votes cast on the Arrangement Resolution by Securityholders present in person or represented by proxy and entitled to vote at the Meeting, voting together as a single class, with each Prime Security entitling a Securityholder to one vote; and (iii) a simple majority of votes attached to Prime Shares held by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding those votes attached to Prime Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of MI 61-101.

Q: What if I return my proxy but do not mark it to show how I wish to vote?

A: If your proxy is signed and dated and returned without specifying your choice or is returned specifying both choices, your Prime Securities will be voted **FOR** the Arrangement Resolution in accordance with the Board Recommendation.

Q: When is the cut-off time for delivery of proxies?

A: To be effective, Odyssey Trust Company must receive your completed proxy form or voting instruction no later than 2:00 p.m. (Vancouver time) on **September 25, 2025**. Online votes must also be submitted by 2:00 p.m. (Vancouver time) on **September 25, 2025**.

If the Meeting is postponed or adjourned, Odyssey Trust Company must receive your completed form of proxy not less than 48 hours (excluding Saturdays, Sundays and statutory holidays) before the time of the postponed or adjourned Meeting. Online votes must also be submitted not less than 48 hours (excluding Saturdays, Sundays and statutory holidays) before the time of the postponed or adjourned Meeting. The Chair of the Meeting, in his or her sole discretion, may accept late proxies or waive the deadline for accepting proxies, with or without notice.

A Beneficial Shareholder exercising voting rights through an Intermediary should consult the VIF from such Beneficial Shareholder's Intermediary as the Intermediary may have earlier deadlines.

Q: Can I change my vote after I submitted a signed proxy?

A: Yes. If you want to change your vote after you have delivered a proxy, you can do so by submitting a new, later dated, proxy before the proxy-cut off time.

Q: Am I entitled to Dissent Rights?

A: If you are a Registered Shareholder who duly and validly exercises Dissent Rights in accordance with Dissent Procedures and the Arrangement Resolution is approved, you will be entitled to be paid (subject to applicable withholdings) the fair value of each Dissenting Share owned by you, calculated as of the close of business on the day before the Arrangement Resolution was adopted. This amount may be the same as, more than, or less than the value of the Consideration per Prime Share that will be paid under the Arrangement.

If you wish to dissent, you must (i) ensure that a written notice of dissent is received by Prime c/o Blake, Cassels & Graydon LLP, Suite 3500 – 1133 Melville Street, Vancouver, British Columbia, V6E 4E5, Attention: Alexandra Luchenko, not later than 4:00 p.m. (Vancouver time) on September 25, 2025 (or by 4:00 p.m. (Vancouver time) on the second Business Day immediately preceding the date that any adjourned or postponed Meeting is reconvened), and (ii) otherwise strictly comply with the Dissent Procedures, as described under "*The Arrangement– Dissenting Shareholders' Rights*".

It is recommended that you seek independent legal advice if you wish to exercise a right of dissent. **Failure to strictly comply with the Dissent Procedures may result in the loss of any right of dissent.**

Q: How can I revoke my proxy?

A: If you change your vote by submitting a new proxy before the proxy deadline, such change will revoke any previously filed proxy.

Also, you can revoke your proxy without a new vote by signing a written statement which indicates, clearly, that you want to revoke your proxy and delivering this signed written statement to the registered office of the Company at Suite 710 – 1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3, or in any other manner permitted by law.

Your proxy will only be revoked if a revocation is received by 4:00 p.m. (Vancouver time) on the last Business Day before the day of the Meeting or delivered to the person presiding at the Meeting before it commences. If you revoke your proxy and do not replace it with another that is deposited with us before the deadline, you can still vote your Prime Securities, but to do so you must attend the Meeting and follow the procedures for voting in person.

Beneficial Shareholders should follow instructions provided to them by their Intermediary with respect to their VIF.

Q: Who to Call with Questions

A: Securityholders who have questions or need assistance with voting their Prime Securities should contact the Company by telephone at (604) 428-6128 or by email at info@primeminingcorp.ca.

If you have any questions or require any assistance with completing your Letter of Transmittal, please contact the Depositary by telephone at 1-800-564-6253 (Canada and the United States) or 1-514-982-7555 (International) or by email at corporateactions@computershare.com.

If you have questions about deciding how to vote on the Arrangement Resolution, you should contact your own legal, tax, financial or other professional advisor.

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PRIME MINING CORP.

MANAGEMENT INFORMATION CIRCULAR

Introduction

This Circular is furnished in connection with the solicitation of proxies by and on behalf of the management of the Company for use at the Meeting and any adjournment or postponement thereof. No person has been authorized to give any information or make any representation in connection with the Arrangement or any other matters to be considered at the Meeting other than those contained in this Circular and, if given or made, any such information or representation must not be relied upon as having been authorized and should not be relied upon in making a decision as to how to vote on the Arrangement.

These Meeting materials are being sent to registered holders of Prime Shares and beneficial owners of Prime Shares, through Intermediaries, and to registered holders of Prime Options, Prime RSUs, Prime DSUs and Prime Warrants.

If you hold Prime Shares through an Intermediary, you should contact your Intermediary for instructions and assistance in voting and surrendering the Prime Shares that you beneficially own.

Information Contained in this Circular

The information contained in this Circular is given as at August 25, 2025, except where otherwise noted. This Circular does not constitute the solicitation of an offer to purchase any securities or the solicitation of a proxy by any person 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 any person to whom it is unlawful to make such solicitation.

Information contained in this Circular should not be construed as legal, tax or financial advice and Securityholders are urged to consult their own professional advisors in connection therewith.

In this Circular and the schedules attached hereto, references to "C$" or "$" are to amounts in Canadian dollars and references to "US$" are to amounts in United States dollars, unless otherwise indicated.

THIS CIRCULAR AND THE TRANSACTIONS CONTEMPLATED BY THE ARRANGEMENT AGREEMENT AND THE PLAN OF ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY NOR HAS ANY SECURITIES REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF SUCH TRANSACTIONS OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

Descriptions in this Circular of the terms of the Arrangement Agreement, the Plan of Arrangement and the Support Agreements are summaries of the terms of those documents and are qualified in their entirety by such terms. You should refer to the full text of the Arrangement Agreement, the Plan of Arrangement and the Support Agreements for complete details of those documents. The Arrangement Agreement and the forms of Support Agreement have been filed by Prime under its profile on SEDAR+ at www.sedarplus.ca. In addition, the Plan of Arrangement is attached as Appendix B to this Circular.

Information Concerning the Purchaser

The information concerning the Purchaser and its subsidiaries contained in this Circular has been provided by the Purchaser for inclusion in this Circular and should be read together with, and is qualified by, the documents filed by the Purchaser with a securities commission or similar authority in Canada that are incorporated by reference herein. Although the Company has no knowledge that any statements contained herein taken from or based on such information provided by the Purchaser are untrue or incomplete, the Company assumes no responsibility for the accuracy of such information, or for any failure by the Purchaser or any of its subsidiaries or any of their respective representatives to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to the Company. In accordance with the Arrangement

Agreement, the Purchaser provided the Company with all necessary information concerning the Purchaser that is required by applicable Laws to be included in this Circular and ensured that such information does not contain any misrepresentations.

Information for U.S. Securityholders

The Company is a corporation existing under the laws of British Columbia and is a "foreign private issuer" as defined in Rule 405 under the U.S. Securities Act and Rule 3b-4 under the U.S. Exchange Act. The solicitation of proxies and the transactions contemplated in this Circular are not subject to the proxy rules under Section 14(a) of the U.S. Exchange Act by virtue of an exemption for foreign private issuers, and therefore this solicitation is not being effected in accordance with U.S. Securities Laws. Accordingly, the solicitation and transactions contemplated in this Circular are made in the United States for securities of a Canadian issuer in accordance with Canadian corporate laws and Securities Laws, and this Circular has been prepared in accordance with disclosure requirements applicable in Canada. Securityholders in the United States should be aware that disclosure requirements under Canadian laws are different from those of the United States applicable to registration statements under the U.S. Securities Act and proxy statements under the U.S. Exchange Act. Securityholders in the United States should also be aware that other requirements under Canadian laws may differ from those required under United States corporate laws and U.S. Securities Laws.

THE SECURITIES ISSUABLE IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE, NOR HAS THE SEC OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE PASSED UPON THE ADEQUACY OR ACCURACY OF THIS INFORMATION CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Torex Shares issuable to Securityholders pursuant to the Arrangement have not been registered under the U.S. Securities Act and are being issued in reliance on the exemption from the registration requirements of the U.S. Securities Act set forth in Section 3(a)(10) thereof on the basis of the approval of the Court, which will consider, among other things, the substantive and procedural fairness of the terms and conditions of the Arrangement to Securityholders, and similar exemptions from registration under applicable securities laws of any state of the United States. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more *bona fide* outstanding securities from the registration requirements under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the substantive and procedural fairness of the terms and conditions of the Arrangement will be considered. The Court issued the Interim Order on August 25, 2025 and, subject to the approval of the Arrangement by the Securityholders, a hearing of the application for the Final Order is currently expected to take place at the courthouse of the Court at 800 Smithe Street, Vancouver, British Columbia on October 3, 2025 at 9:45 a.m. (Vancouver time), or as soon thereafter as counsel may be heard. All Securityholders are entitled to appear and be heard at this hearing. The Final Order will be relied upon as a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof with respect to the Torex Shares to be received by Securityholders pursuant to the Arrangement. Prior to the hearing on the Final Order, the Court will be informed that the parties will so rely upon the Final Order.

Any Torex Shares issuable upon exercise of the Prime Options or the Prime Warrants after the Effective Time will not be issued in reliance upon Section 3(a)(10) of the U.S. Securities Act. As a result, the Prime Options and Prime Warrants may not be exercised in the United States or by or for the account or benefit of a U.S. person after the Effective Time, nor may Torex Shares be issued upon such exercise, unless exercised pursuant to an available exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States (in which case they will be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act) or following registration under such laws.

The Arrangement has not been approved or disapproved by the SEC or any other securities regulatory authority, nor has any securities regulatory authority passed upon the fairness or the merits of this transaction or upon the accuracy or adequacy of the information contained in this Circular.

Securityholders in the United States should be aware that the financial statements and financial information of the Company and the Purchaser are prepared in accordance with IFRS as issued by the International Accounting Standards Board and are subject to Canadian auditing and auditor independence standards, each of which differ in certain material respects from United States

generally accepted accounting principles and auditing and auditor independence standards and thus may not be comparable in all respects to financial statements and information of United States companies.

U.S. Securityholders who are U.S. Holders or are otherwise resident in the United States should be aware that the Arrangement described herein may have tax consequences both in the United States and in Canada. Such consequences for U.S. Securityholders may not be described fully herein. For a general discussion of the principal Canadian federal income tax considerations to investors who are resident in the United States, see "*Certain Canadian Federal Income Tax Considerations– Holders Not Resident in Canada*". For a general discussion of certain U.S. federal income tax considerations to investors who are U.S. Holders, see "*Certain United States Federal Income Tax Consequences of the Arrangement*". U.S. Securityholders who are U.S. Holders or are otherwise resident in the United States are urged to consult their own tax advisors with respect to such Canadian and U.S. federal income tax consequences and the applicability of any federal, state, local, foreign and other tax laws.

The enforcement by investors of civil liabilities under U.S. Securities Laws may be affected adversely by the fact that each of Prime and Torex is incorporated or organized outside the United States, that some or all of their respective officers and directors and the experts named herein are residents outside of the United States, and that all or a substantial portion of the assets of Prime and Torex and said persons are located outside the United States. As a result, it may be difficult or impossible for U.S. Securityholders to effect service of process within the United States upon Prime or Torex, their respective officers or directors or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. In addition, U.S. Securityholders should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. For further information, see "*The Arrangement – Regulatory and Securities Law Matters – United States Securities Law Matters.*"

Technical Information and Cautionary Note for United States Readers

The disclosure included or incorporated by reference in this Circular uses mineral reserve and mineral resource classification terms that comply with reporting standards in Canada and the mineral reserve and mineral resource estimates are made in accordance with the Canadian Institute of Mining, Metallurgy and Petroleum ("**CIM**") *Definition Standards for Mineral Resources & Mineral Reserves* adopted by the CIM Council on May 19, 2014, as amended (the "**CIM Definition Standards**"), which were adopted by NI 43-101. NI 43-101 is a rule developed by the Canadian Securities Administrators that establishes standards for all public disclosure an issuer makes of scientific and technical information concerning mineral projects. Unless otherwise indicated, the scientific and technical disclosure included or incorporated by reference in this Circular was prepared in accordance with NI 43-101, which differs significantly from the requirements of the SEC that are applicable to domestic United States reporting companies set forth in subpart 1300 of Regulation S-K under the U.S. Exchange Act. Accordingly, mineral resource and mineral reserve information and other scientific and technical information contained or referenced in this Circular may not be comparable to similar information disclosed by public companies subject to the technical disclosure requirements of the SEC.

Cautionary Note Regarding Forward-Looking Statements

This Circular contains forward-looking statements and forward-looking information within the meaning of applicable Securities Laws and which are based on the currently available competitive, financial and economic data and operating plans of management of the Company as of the date hereof unless otherwise stated. Forward-looking statements are provided for the purpose of presenting information about management's current expectations and plans relating to the future and readers are cautioned that such statements may not be appropriate for other purposes. The use of any of the words "may", "will", "plan", "expect", "anticipate", "estimate", "intend", "indicate", "scheduled", "target", "goal", "potential", "subject", "efforts", "option" or the negative of such terms and similar expressions are intended to identify forward-looking statements or information. More particularly and without limitation, this Circular contains forward-looking statements and information concerning: the Arrangement and the completion thereof; covenants of Prime and Torex in relation to the Arrangement; the timing for the implementation of the Arrangement; the anticipated benefits of the Arrangement; the principal steps of the Arrangement; the process and timing of delivery of the Consideration to Securityholders following the Effective Time; the receipt of the necessary Securityholder, Court and regulatory approvals (including the COFECE Approval); the anticipated tax treatment of the Arrangement for Securityholders; statements made in, and based upon the Fairness Opinion; statements relating to the business

of Torex, Prime and the Combined Company after the date of this Circular and prior to, and after, the Effective Time; the strengths, characteristics, market position, and future financial or operating performance and potential of the Combined Company; the amounts received by the directors and senior officers of Prime under the Arrangement; delisting of the Prime Shares from the TSX, OTCQX and Frankfurt Stock Exchange; ceasing of reporting issuer status of Prime; the listing of the Torex Shares issued or issuable pursuant to the Arrangement on the TSX; the availability of the Section 3(a)(10) Exemption for the securities issuable pursuant to the Arrangement; the transfer restrictions (or lack thereof) with respect to the Torex Shares issued or issuable pursuant to the Arrangement; the liquidity of Torex Shares following the Effective Time; the market price of Torex Shares; the number of Torex Shares expected to be issued pursuant to the Arrangement; the expected ownership of Torex Shares by Shareholders and existing Torex Shareholders upon completion of the Arrangement; anticipated developments in the operations of Prime and Torex; expectations regarding the growth of Torex and the Combined Company; the business prospects and opportunities of Prime, Torex and the Combined Company; estimates of mineral resources and mineral reserves; the future demand for and prices of commodities; the future size and growth of metals markets; the timing and amount of estimated future production of Prime, Torex and the Combined Company; expectations regarding costs of production and capital and operating expenditures; estimates of the mine life of mineral projects; expectations regarding the costs and timing of exploration and development, and the success of such activities; sales expectations; the timing and possible outcome of pending litigation in future periods; the timing and possible outcome of regulatory and permitted matters; goals; strategies; future growth; planned future acquisitions (other than the Arrangement); the adequacy of financial resources; and other events or conditions that may occur in the future or future plans, projects, objectives, estimates and forecasts, and the timing related thereto.

In respect of the forward-looking statements and information in this Circular, the Company has provided such forward-looking statements and information in reliance on certain assumptions that it believes are reasonable at this time, including assumptions as to: (i) the ability of the Parties to receive, in a timely manner and on satisfactory terms, the necessary Court, Securityholder, regulatory and other third party approvals (including the COFECE Approval); (ii) the listing of the Torex Shares to be issued or issuable pursuant to the Arrangement on the TSX; (iii) no material adverse change in the market price of gold and silver and other metal prices; (iv) the ability of the Parties to satisfy, in a timely manner, the other conditions to the closing of the Arrangement; (v) the Company's and the Purchaser's ability to obtain all necessary permits, licenses and regulatory approvals for operations in a timely manner; (vi) the adequacy of the financial resources of the Company and the Purchaser; (vii) sustained labour stability and availability of equipment; (viii) the maintaining of positive relations with local groups; (ix) favourable equity and debt capital markets; (x) stability in financial capital markets; and (xi) other expectations and assumptions which management believes are appropriate and reasonable. The anticipated dates provided in this Circular regarding the Arrangement may change for a number of reasons, including the inability to secure the necessary Court, Securityholder, regulatory or other third-party approvals (including the COFECE Approval) in the time assumed or the need for additional time to satisfy the other conditions to the completion of the Arrangement. Accordingly, readers should not place undue reliance on the forward-looking statements and information contained in this Circular.

Since forward-looking statements and information address future events and conditions, by their very nature they involve inherent risks and uncertainties. Actual results could differ materially from those currently anticipated due to a number of risks, uncertainties and factors. Such risks, uncertainties and factors include, among others: (i) the risk that the Arrangement may not close when planned or at all or on the terms and conditions set forth in the Arrangement Agreement; (ii) the failure of the Parties to obtain the necessary Court, Securityholder, regulatory and other third-party approvals (including the COFECE Approval), or to otherwise satisfy the conditions to the completion of the Arrangement, in a timely manner, or at all; (iii) if a third party makes a Superior Proposal, the Arrangement may not be completed and the Company may be required to pay the Termination Fee; (iv) if the Arrangement is not completed, and the Company continues as an independent entity, there are risks that the announcement of the Arrangement and the dedication of substantial resources of the Company to the completion of Arrangement could have an impact on the Company's current business relationships and could have a Material Adverse Effect on the current and future operations, financial condition and prospects of the Company; (v) the failure of the Company to comply with the terms of the Arrangement Agreement may, in certain circumstances, result in the Company being required to pay the Termination Fee or the Expense Reimbursement Fee to Torex, the result of which could have a Material Adverse Effect on the Company's financial position and results of operations and its ability to fund growth prospects and current operations; (vi) the benefits expected from the Arrangement may not be realized; (vii) risks associated with business integration; (viii) risks related to Torex's and Prime's respective properties and operations; (ix) risks related to competitive conditions; (x) risks associated with Torex's and Prime's lack of control over mining conditions; (xi) the risk that actual results of current exploration activities may be different than forecasts; (xii) risks related to reclamation activities; (xiii) the risk that project parameters may change as plans continue to be refined; (xiv) risks related to changes in laws, regulations and government practices; (xv) risks associated with the uncertainty of future prices of gold, silver, copper and other metals and currency exchange rates; (xvi) the risk that plant, equipment or processes may fail to operate as anticipated; (xvii) risks related to accidents and labour disputes and other risks

inherent to the mining and mineral exploration industry; (xviii) risks associated with delays in obtaining governmental approvals or financing or in the completion of exploration or development activities; (xix) risks related to the inherent uncertainty of mineral resource and mineral reserve estimates; (xx) risks associated with uncertainties inherent to feasibility and other economic studies; (xxi) health, safety and environmental risks; (xxii) worldwide economic and political disruptions as a result of current macroeconomic conditions or the ongoing conflicts between Ukraine and Russia and in the Middle East; and (xxiii) the risks discussed under the heading "*Risk Factors*" in this Circular, under the subheading "*Risk Factors*" in Appendix F and Appendix G, and elsewhere in this Circular, including in the Company AIF, the Torex AIF and the Torex Annual MD&A and other documents incorporated by reference in the Circular. **Readers are cautioned that the foregoing list of factors is not exhaustive.** Additional information on other factors that could affect the operations or financial results of the Parties is included in reports filed by the Company and the Purchaser with the securities commissions or similar authorities in Canada (which are available under the Company's and the Purchaser's respective SEDAR+ profile at www.sedarplus.ca).

The forward-looking statements and information contained in this Circular are made as of the date hereof and the Company and Torex undertake no obligation to update publicly or revise any forward-looking statements or information, whether as a result of new information, future events or otherwise, unless required by applicable Securities Laws. All forward-looking statements in this Circular (including, without limitation, those contained in Appendix F and Appendix G) are expressly qualified in their entirety by the cautionary statements set forth above and in any document incorporated by reference herein.

GLOSSARY OF TERMS

In this Circular, the following capitalized words and terms shall have the following meanings:

"**Acceptable Confidentiality Agreement**" means a confidentiality agreement between the Company and a third party other than the Purchaser that:

(a) is entered into in accordance with Section 5.3 of the Arrangement Agreement;

(b) contains confidentiality restrictions that are no less favourable to the Company than those set out in the Confidentiality Agreements;

(c) does not permit the third party to acquire any securities of the Company or any of its subsidiaries; and

(d) contains customary standstill provisions that only permit the third party to, either alone or jointly with others, to make an Acquisition Proposal to the Board that is not publicly announced.

"**Acquisition Proposal**" means any:

(a) offer, proposal or inquiry (written or oral), from any person or group of persons after the date of the Arrangement Agreement relating to any:

(i) direct or indirect acquisition, take-over bid, exchange offer, treasury issuance of securities, sale of securities or other transaction by any person or group of persons of voting, equity or other securities of the Company or any of its subsidiaries (or securities convertible into or exchangeable or exercisable for voting, equity or other securities) that, if consummated, would result in such person or group of persons owning 20% or more of the voting, equity or other securities of the Company or any of its subsidiaries (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exchangeable or exercisable for voting, equity or other securities);

(ii) plan of arrangement, amalgamation, merger, share exchange, consolidation, reorganization, recapitalization, winding up, liquidation, dissolution or other business combination in respect of the Company or any of its subsidiaries;

(iii) direct or indirect acquisition (or any lease, license, royalty, joint venture, long-term supply agreement or other arrangement having a similar economic effect), whether in a single transaction or a series of related transactions, by any person or group of persons of any assets of the Company or any of its subsidiaries that

individually or in the aggregate constitute 20% or more of the consolidated book value of the assets of the Company and its subsidiaries or 20% or more of the consolidated revenue of the Company and its subsidiaries, in each case based on the consolidated financial statements of the Company most recently filed prior to such time as part of the Public Disclosure Record; or

(iv) other similar transaction or series of transactions involving the Company or any of its subsidiaries;

(b) public announcement of or of an intention to do any of the foregoing; or

(c) modification or proposed modification of any such proposal, inquiry or offer, in each case whether by plan of arrangement, amalgamation, merger, consolidation, reorganization, recapitalization, winding up, liquidation, dissolution or other business combination, sale of assets, sale of securities, treasury issuance of securities, joint venture, take-over bid, tender offer, share exchange, exchange offer or otherwise, including any single or multi-step transaction or series of transactions, directly or indirectly involving the Company or any of its subsidiaries, and in each case excluding the Arrangement and the other transactions contemplated by the Arrangement Agreement.

"**affiliate**" has the meaning ascribed thereto in NI 45-106.

"**allowable capital loss**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Losses*".

"**Amended Proposal**" has the meaning ascribed thereto in "*The Arrangement – Background to the Arrangement*".

"**Arrangement**" means the arrangement under Section 288 of the BCBCA, on the terms and conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 8.7 of the Arrangement Agreement or Article 5 of the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Arrangement Agreement**" means the arrangement agreement dated July 27, 2025 between the Purchaser and the Company, including (unless the context requires otherwise) the schedules thereto, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms.

"**Arrangement Resolution**" means the special resolution to be considered, and, if thought fit, passed by the Securityholders at the Meeting to approve the Arrangement, substantially in the form and content of Appendix A hereto.

"**associate**" has the meaning ascribed thereto in NI 45-106.

"**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as promulgated or amended from time to time;

"**Beneficial Shareholder**" means a person who holds Prime Shares through an Intermediary or who otherwise holds Prime Shares not registered in the person's name.

"**Blakes**" has the meaning ascribed thereto in "*The Arrangement – Background to the Arrangement*".

"**BMO**" means BMO Capital Markets.

"**Board**" means the board of directors of the Company, as constituted from time to time.

"**Board Recommendation**" means the unanimous determination of the Board, having received the Fairness Opinion and a unanimous recommendation from the Special Committee, and after consultation with management and its legal and financial advisors, that the Arrangement is in the best interests of the Company and is fair to the Shareholders, and the unanimous recommendation of the Board to the Securityholders that they vote in favour of the Arrangement Resolution.

"**Business Day**" means a day other than a Saturday, a Sunday or any day on which major banks are closed for business in Vancouver, British Columbia or Toronto, Ontario.

"**Canada-U.S. Tax Treaty**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Dividends on Torex Shares*".

"**Cassels**" has the meaning ascribed thereto in "*The Arrangement – Background to the Arrangement*".

"**Change in Recommendation**" means:

(a) the Board or any committee of the Board fails to unanimously recommend or withdraws, amends, modifies or qualifies, or publicly proposes or states an intention to withdraw, amend, modify or qualify, the Board Recommendation;

(b) the Board or any committee of the Board accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend an Acquisition Proposal or takes no position or remains neutral with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for more than five (5) Business Days (or beyond the third Business Day prior to the date of the Meeting, if sooner);

(c) the Board or any committee of the Board accepts or enters into (other than an Acceptable Confidentiality Agreement) or publicly proposes to accept or enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal;

(d) the Board or any committee of the Board fails to publicly recommend or reaffirm the Board Recommendation within five (5) Business Days after having been requested in writing by the Purchaser to do so (or in the event that the Meeting is scheduled to occur within such five (5) Business Day period, prior to the Business Day prior to the date of the Meeting); or

(e) the Company breaches Article 5 of the Arrangement Agreement in any material respect.

"**CIM**" has the meaning ascribed thereto in "*Management Information Circular – Technical Information and Cautionary Note for United States Readers*".

"**CIM Definition Standards**" has the meaning ascribed thereto in "*Management Information Circular – Technical Information and Cautionary Note for United States Readers*".

"**Circular**" means this management information circular, including the Notice of Meeting and all appendices hereto and all documents incorporated by reference herein, and all amendments or supplements hereof.

"**COFECE**" means the Federal Economic Competition Commission of Mexico (*Comisión Federal de Competencia Económica)*, or the National Antimonopoly Commission (*Comisión Nacional Antimonopolio*) that will replace it.

"**COFECE Approval**" means the unconditional approval or clearance of the transactions contemplated by the Arrangement Agreement issued by COFECE, or its tacit approval, due to the statutory term for purposes of issuing the approval elapsing, pursuant to the provisions set forth in the Mexican Antitrust Law.

"**Combined Company**" means Torex after completion of the Arrangement.

"**Company**" or "**Prime**" means Prime Mining Corp., a company existing under the BCBCA.

"**Company AIF**" means the annual information form of the Company dated March 28, 2025.

"**Company Annual Financial Statements**" means the audited consolidated financial statements of the Company for the years ended December 31, 2024 and December 31, 2023, including the notes thereto and the auditor's report thereon.

"**Company Contractor**" has the meaning ascribed thereto in "*The Arrangement Agreement – Covenants of the Company Regarding the Conduct of Business*".

"**Company Disclosure Letter**" means the disclosure letter executed by the Company and delivered to the Purchaser concurrently with the execution of the Arrangement Agreement.

"**Company Employee**" has the meaning ascribed thereto in "*The Arrangement Agreement – Covenants of the Company Regarding the Conduct of Business*".

"**Company Q1 Interim Financial Statements**" means the unaudited condensed interim consolidated financial statements of the Company for the three months ended March 31, 2025 and March 31, 2024, including the notes thereto.

"**Company Q2 Interim Financial Statements**" means the unaudited condensed interim consolidated financial statements of the Company for the three and six months ended June 30, 2025 and June 30, 2024, including the notes thereto.

"**Company Management**" means the Chief Executive Officer, the Chief Financial Officer, the Executive Vice-President, Exploration, the Vice President, Capital Markets & Business Development, and the Country Manager, Mexico of the Company.

"**Company Technical Report**" means the technical report titled "The Los Reyes Project, México" dated effective October 15, 2024, with an amended issue date of June 27, 2025, on the Los Reyes Project prepared by John Sims, CPG and President of Sims Resources LLC, Damian Gregory, P.Eng. of Snowden Optiro, Chantal Jolette, P.Geo. and President of Qualiticia Consulting Inc., and Caleb D. Cook, P.Eng. of Kappes, Cassiday & Associates in respect of the Property.

"**Confidentiality Agreements**" means the confidentiality agreement dated September 9, 2024 and the confidentiality agreement dated June 30, 2024 between the Company and the Purchaser.

"**Consideration**" means the consideration to be received pursuant to the Plan of Arrangement in respect of each Prime Share that is issued and outstanding immediately prior to the Effective Time, consisting of 0.060 of a Torex Share (subject to adjustment in the event there is a dilutive event in respect of the Torex Shares between the date of the Arrangement Agreement and the Effective Time, such as a stock split of dividend).

"**Consideration Shares**" means the Torex Shares to be issued as Consideration pursuant to the Arrangement.

"**Contract**" means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding joint venture, partnership, note, instrument or other right or obligation to which the Company or the Purchaser, respectively, or any of their respective subsidiaries is a party or by which the Company or the Purchaser, respectively, or any of their respective subsidiaries is bound or affected or to which any of their respective properties or assets is subject.

"**Controlling Individual**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment*".

"**Court**" means the Supreme Court of British Columbia.

"**CRA**" means the Canada Revenue Agency.

"**Depositary**" means Computershare Investor Services Inc., in its capacity as depositary for the Arrangement.

"**Dissent Procedures**" means the procedures set forth in Sections 237 and 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court.

"**Dissent Rights**" means the right of dissent exercisable by Registered Shareholders in respect of the Arrangement under Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court.

"**Dissenting Shares**" means the Prime Shares held by Dissenting Shareholders in respect of which such Dissenting Shareholders have given Notice of Dissent.

"**Dissenting Non-Resident Holder**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Dissenting Non-Resident Holders*".

"**Dissenting Resident Holder**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Dissenting Resident Holders"*.

"**Dissenting Shareholder**" means a Registered Shareholder who has duly and validly exercised Dissent Rights in strict compliance with the Dissent Procedures and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Prime Shares in respect of which Dissent Rights are validly exercised by such Registered Shareholder.

"**DRS Advices**" means the direct registration system advices held by some Shareholders representing their Prime Shares.

"**DSU Holders**" means the holders of Prime DSUs.

"**E-delivery**" has the meaning ascribed thereto in "*Information Concerning the Meeting – Participating in the Meeting*".

"**Effective Date**" means the date designated by the Company and the Purchaser by notice in writing as of the effective date of the Arrangement, after all of the conditions of the Arrangement Agreement and the Final Order have been satisfied or waived.

"**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date or such other time as the Company and the Purchaser may agree upon in writing before the Effective Date.

"**Employment Agreements**" means employment and/or consulting agreements of the executive officers of the Company.

"**Exchange Ratio**" means 0.060 of a Torex Share (subject to adjustment in the event there is a dilutive event in respect of the Torex Shares between the date of the Arrangement Agreement and the Effective Time, such as a stock split or dividend) for each Prime Share.

"**Expense Reimbursement Fee***"* has the meaning ascribed thereto in "*The Arrangement Agreement – Termination of Arrangement Agreement*".

"**Fairness Opinion**" means the opinion of BMO to the effect that, as of the date of such opinion and based upon and subject to the assumptions, limitations, qualifications and scope of review set forth therein, the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded from the vote pursuant to Section 8.1(2) of MI 61-101) pursuant to the Arrangement is fair, from a financial point of view, to the Shareholders, which opinion has not been modified, amended or withdrawn as of the date hereof.

"**Final Amended Proposal**" has the meaning ascribed thereto in "*The Arrangement – Background to the Arrangement*".

"**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA approving the Arrangement, in form and substance acceptable to the Company and the Purchaser, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal, unless such appeal is withdrawn, abandoned or denied.

"**Foreign Tax Credit Regulations**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement – Foreign Tax Credits and Limitations*".

"**Former Shareholder**" means a Shareholder immediately prior to the Effective Time.

"**Governmental Authority**" means any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body (including the TSX or any other stock

exchange) exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing.

"**Holder**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations*".

"**IFRS**" means International Financial Reporting Standards as incorporated in the Handbook of the Canadian Institute of Chartered Accountants, at the relevant time applied on a consistent basis.

"**Interim Order**" means the interim order of the Court issued following the application therefor submitted to the Court as contemplated by Section 2.2 of the Arrangement Agreement, and as set forth in Appendix C hereto, providing for, among other things, declarations and directions in respect of the notice to be given in respect of, and the calling and holding of the Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both the Company and the Purchaser, each acting reasonably.

"**Initial Proposal**" has the meaning ascribed thereto in "*The Arrangement – Background to the Arrangement*".

"**Intermediary**" means, collectively, a broker, investment dealer, bank, trust company, nominee or other intermediary.

"**IRS**" means the United States Internal Revenue Service.

"**Key Shareholder**" means Pierre Lassonde.

"**Law**" or "**Laws**" means all laws, statutes, treaties, conventions, codes, ordinances (including zoning), decrees, rules, regulations, by-laws, notices, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, settlements, writs, assessments, arbitration awards, rulings, determinations or awards, decrees or policies, guidelines, protocols or other requirements of any Governmental Authority having the force of law and any legal requirements arising under the common law or principles of law or equity, and the term "applicable" with respect to such Laws and, in the context that refers to any person, means such Laws as are applicable at the relevant time or times to such person or its business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over such person or its business, undertaking, property or securities.

"**Legacy LTIP**" means the legacy long-term incentive plan of the Company effective December 9, 2021, pursuant to which Prime RSUs and Prime DSUs were granted prior to the effective date of the Omnibus Equity Incentive Plan.

"**Legacy Option Plan**" means the legacy stock option plan of the Company effective December 14, 2018, pursuant to which Prime Options were granted prior to the effective date of the Omnibus Equity Incentive Plan.

"**Letter of Transmittal**" means the letter of transmittal to be sent to the Registered Shareholders for use in connection with the Arrangement.

"**Liens**" means any mortgage, hypothec, prior claim, lease, sublease, easement, encroachment, servitude, lien, pledge, assignment for security, security interest, option, right of first offer or first refusal or other charge or encumbrance of any kind.

"**Los Reyes Project**" means the Los Reyes gold/silver project located in Sinaloa, Mexico.

"**Mark-to-Market Election**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement – U.S. Federal Income Tax Consequences of the Arrangement – Application of the PFIC Rules to the Arrangement*".

"**Matching Period**" has the meaning ascribed thereto in "*The Arrangement Agreement – Right to Match*".

"**Material Adverse Effect**" means, in respect of either Party, any fact, state of facts, change, effect, event, circumstance, occurrence or development that, individually or in the aggregate with such other facts, state of facts, changes, effects, events, circumstances, occurrences or developments, is or would reasonably be expected to be material and adverse to the business,

operations, results of operations, capitalization, assets, properties, liabilities (including any contingent liabilities), or condition (financial or otherwise) of the Company and its subsidiaries or the Purchaser and the Purchaser Material Subsidiaries, as applicable, taken as a whole, other than any fact, state of facts, change, effect, event, circumstance, occurrence or development resulting from:

(a) any change, development or condition in or relating to political, economic or financial or capital market conditions, whether globally or in Canada or Mexico;

(b) any change, or proposed change, in Law or IFRS or the interpretation, application or non-application of any Law;

(c) any change affecting the mining industry as a whole;

(d) any epidemic, pandemic, disease outbreak, other health crisis or public health event, including any worsening or re-occurrence thereof;

(e) any natural disaster, armed hostilities, war or act of terrorism;

(f) any change in currency exchange, interest or inflation rates;

(g) any change in the market price of gold or silver;

(h) a change in the market price or trading volume of the Prime Shares or the Torex Shares, as applicable to each Party, as a result of the execution of the Arrangement Agreement or of the transactions contemplated thereby; or

(i) the public announcement of the execution of the Arrangement Agreement or the transactions contemplated thereby or the performance of obligations thereunder,

provided, however, that each of clauses (a) through (g) above shall not apply to the extent that any of the changes, developments, conditions or occurrences referred to therein relate primarily to (or have the effect of relating primarily to) the Company and its subsidiaries or the Purchaser and the Purchaser Material Subsidiaries, as applicable, on a consolidated basis, or disproportionately materially adversely affect the Company and its subsidiaries or the Purchaser and the Purchaser Material Subsidiaries, as applicable, in comparison to other comparable persons who operate in the industry in which the Company and its subsidiaries or the Purchaser and the Purchaser Material Subsidiaries, as applicable, operate and provided further, however, that references in certain sections of the Arrangement Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for the purposes of determining whether a Material Adverse Effect has occurred.

"**Material Company Contract**" means any Contract of the Company or any of its subsidiaries:

(a) that, if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect;

(b) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness for borrowed money;

(c) under which indebtedness of the Company or any of its subsidiaries for borrowed money is outstanding or may be incurred or pursuant to which any property or asset of the Company or any of its subsidiaries is mortgaged, pledged or otherwise subject to a Lien securing indebtedness;

(d) restricting the incurrence of indebtedness by the Company or any of its subsidiaries (including by requiring the granting of an equal and ratable Lien) or the incurrence of any Liens on any properties or assets of the Company or any of its subsidiaries, or restricting the payment of dividends by the Company or any of its subsidiaries;

(e) under which the Company or any of its subsidiaries is obligated to make or expects to receive payments in excess of $2,000,000 over the remaining term;

(f) providing for the establishment, investment in, organization or formation of any joint venture or similar arrangement, strategic relationship, limited liability company or partnership;

(g) other than the Support Agreements, any shareholders or stockholders agreements, registration rights agreements, voting trusts, proxies or similar agreements, arrangements or commitments with respect to any shares or other equity interests of the Company or any of its subsidiaries or any other Contract relating to disposition, voting or dividends with respect to any shares or other equity securities of the Company or any of its subsidiaries;

(h) that creates an exclusive dealing arrangement or right of first offer or refusal or similar rights or terms to any person;

(i) with a Governmental Authority;

(j) providing for employment, severance or change in control payments;

(k) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds $2,000,000;

(l) that limits or restricts the ability of the Company or any of its subsidiaries to engage in any line of business or carry on business in any geographic area, or the scope of persons to whom the Company or any of its subsidiaries may sell or acquire assets, products or deliver or obtain services;

(m) any Contract providing for a royalty, streaming or similar arrangement or economically equivalent arrangement in respect of the Property;

(n) any standstill or similar Contract currently restricting the ability of the Company or any of its subsidiaries to offer to purchase or purchase the assets or equity securities of another person;

(o) that provides for indemnification by the Company or any of its subsidiaries or the assumption of any Tax, environmental, or other liability of any person;

(p) (A) which is a mining concession, lease or claim in respect of the Property, or an earn-in, back-in, right of first offer or refusal in respect of the Property or (B) that is material to the Company and related to the operation of, or the exploitation, extraction, development or production of gold from, the Property; or

(q) that is otherwise material to the Company.

"**material fact**" has the meaning ascribed thereto in the *Securities Act.*

"**Material Purchaser Subsidiaries**" means Caymus Holding S.à r.l., Groth Holding S.à r.l., TGRXM, S.A. de C.V., and Minera Media Luna, S.A. de C.V.

"**Meeting**" means the special meeting of the Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if thought fit, approving the Arrangement Resolution.

"**Mexican Antitrust Law**" means the Mexican Federal Economic Competition Law (*Ley Federal de Competencia Económica)*.

"**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions.*

"MLI" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Exchange of Prime Shares for Torex Shares and Subsequent Disposition of Torex Shares*".

"**MML**" has the meaning ascribed thereto in Appendix F – "*Information Concerning the Purchaser – General*".

"**Morelos Property**" has the meaning ascribed thereto in Appendix F – "*Information Concerning the Purchaser – General*".

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

"**NI 45-102**" means National Instrument 45-102 – *Resale of Securities.*

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*.

"**NI 54-101**" means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*.

"**NOBO**" has the meaning ascribed thereto in "*Information Concerning the Meeting – Advice to Beneficial (Non-Registered) Shareholders*".

"**Non-Electing Shareholder**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement – U.S. Federal Income Tax Consequences of the Arrangement – Application of the PFIC Rules to the Arrangement*".

"**Non-Resident Holder**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada*".

"**Notice of Dissent**" has the meaning ascribed thereto in "*The Arrangement – Dissenting Shareholders' Rights*".

"**Notice of Meeting**" means the notice of the Meeting that Registered Shareholders, Option Holders, RSU Holders, DSU Holders and Warrant Holders as of the Record Date are entitled to receive.

"**Notice Shares**" has the meaning ascribed thereto in "*The Arrangement – Dissenting Shareholders' Rights*".

"**OBCA**" means the *Business Corporations Act* (Ontario) and the regulations made thereunder, as promulgated or amended from time to time.

"**OBO**" has the meaning ascribed thereto in "*Information Concerning the Meeting – Advice to Beneficial (Non-Registered) Shareholders*".

"**Omnibus Equity Incentive Plan**" means the omnibus equity incentive plan of the Company, as approved by the Shareholders on June 19, 2025.

"**Option Holders**" means the holders of Prime Options.

"**ordinary course of business**", or any similar reference, means, with respect to an action taken or to be taken by any person, that such action is consistent with the past practices of such person and is taken in the ordinary course of the normal day-to-day business and operations of such person and, in any case, is not unreasonable or unusual in the circumstances of such case in the context of the provisions of the Arrangement Agreement.

"**OTCQX**" means the OTCQX market operated by the OTC Markets Group.

"**Outside Date**" means January 27, 2026, or such later date as may be agreed to in writing by the Parties, provided, however, that either Party shall have the right to extend the Outside Date for up to an additional 90 days (in 30-day increments) if the COFECE Approval has not been obtained and has not been denied by a non-appealable decision of COFECE, by giving written notice to the other Party to such effect no later than 5:00 p.m. (Vancouver time) on the date that is not less than five (5) days prior to the original Outside Date (and any subsequent Outside Date); provided further that, notwithstanding the foregoing, a Party shall not be permitted to extend the Outside Date if the failure to obtain the COFECE Approval is primarily the result of such Party's failure to comply with its covenants in the Arrangement Agreement; and, provided further that in the aggregate such extensions shall not extend beyond April 27, 2026.

"**Parties**" means Prime and Torex and "**Party**" means any of them.

"**Permit**" means any lease, license, permit, certificate, consent, decree, order, direction, grant, approval, classification, registration, waiver, exemption, agreement or other authorization of or from any Governmental Authority.

"**person**" includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status.

"**PFIC**" means a "passive foreign investment company" within the meaning of Section 1297(a) of the U.S. Tax Code.

"**PFIC asset test**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement – Passive Foreign Investment Company Considerations*".

"**PFIC-for-PFIC Exception**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement – U.S. Federal Income Tax Consequences of the Arrangement – Application of the PFIC Rules to the Arrangement*".

"**PFIC income test**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement – Passive Foreign Investment Company Considerations*".

"**Plan of Arrangement**" means the plan of arrangement, substantially in the form of Appendix B, as amended, modified or supplemented from time to time in accordance with Article 6 of the Plan of Arrangement or at the direction of the Court in the Final Order, with the consent of the Company and the Purchaser, each acting reasonably.

"**Prime DSUs**" means the deferred share units of the Company issued pursuant to and/or governed by the Omnibus Equity Incentive Plan or the Legacy LTIP (as applicable).

"**Prime Options**" means the outstanding options to purchase Prime Shares issued pursuant to and/or governed by the Omnibus Equity Incentive Plan or the Legacy Option Plan (as applicable).

"**Prime PSUs**" means the performance share units of the Company which may be granted pursuant to the Omnibus Equity Incentive Plan.

"**Prime RSUs**" means the outstanding restricted share units of the Company issued pursuant to and/or governed by the Omnibus Equity Incentive Plan or the Legacy LTIP (as applicable).

"**Prime Securities**" means the Prime Shares, Prime Options, Prime RSUs, Prime DSUs and Prime Warrants, and "**Prime Security**" means any one of them.

"**Prime Shares**" means the common shares in the capital of the Company.

"**Prime Warrants**" means the common share purchase warrants of the Company.

"**Proceeding**" means any court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal), arbitration or other dispute settlement procedure, investigation or inquiry before or by any Governmental Authority, or any claim, action, suit, demand, arbitration, charge, indictment, hearing or other similar civil, quasi-criminal or criminal, administrative or investigative matter or proceeding.

"**Property**" means the properties comprising the Los Reyes Project.

"**Proposed Amendments**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations*".

"**Proposed PFIC Regulations**" means the proposed U.S. Treasury regulations promulgated under Section 1291(f) of the U.S. Tax Code.

"**Public Disclosure Record**" means all documents filed by or on behalf of the Company on SEDAR+ since January 1, 2024 and prior to the date of the Arrangement Agreement that are publicly available as of the date thereof.

"**Purchaser**" or "**Torex**" means Torex Gold Resources Inc., a corporation existing under the OBCA.

"**Purchaser Disclosure Letter**" means the disclosure letter executed by the Purchaser and delivered to the Company concurrently with the execution of the Arrangement Agreement.

"**QEF**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement – U.S. Federal Income Tax Consequences of the Arrangement – Application of the PFIC Rules to the Arrangement*".

"**QEF Election**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement – U.S. Federal Income Tax Consequences of the Arrangement – Application of the PFIC Rules to the Arrangement*".

"**Record Date**" means the record date for determining the Securityholders entitled to receive notice of and to vote at the Meeting, being the close of business on August 14, 2025 (Vancouver time) pursuant to the Interim Order.

"**Registered Plan**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment*".

"**Registered Shareholder**" means a registered holder of Prime Shares as recorded in the shareholder register of the Company.

"**Regulation S**" means Regulation S under the U.S. Securities Act.

"**Reorganization**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement – U.S. Federal Income Tax Consequences of the Arrangement*".

"**Representatives**" means, in respect of a Party, any officer, director, employee, consultant, representative (including financial, legal or other advisor) or agent of the Party or any of its subsidiaries.

"**Required Regulatory Approvals**" means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Authority, or the expiry, waiver or termination of any waiting period imposed by applicable Law or a Governmental Authority, in each case in connection with the Arrangement, including, without limitation, the approval of the TSX and the COFECE Approval.

"**Required Securityholder Approval**" means the approval of the Arrangement Resolution, which is to be considered at the Meeting and is to be substantially in the form and content of Appendix A to this Circular, of at least: (i) 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, with each Prime Share entitling a Shareholder to one vote; (ii) 66⅔% of the votes cast on the Arrangement Resolution by Securityholders present in person or represented by proxy and entitled to vote at the Meeting, voting together as a single class, with each Prime Security entitling a Securityholder to one vote; and (iii) a simple majority of votes attached to Prime Shares held by Shareholders present in person or represented by proxy and entitled to vote at the Meeting excluding those votes attached to Prime Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of MI 61-101.

"**Resident Holder**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada*".

"**Returns**" means all reports, forms, elections, information statements and returns (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto relating to, or required to be filed or prepared by Law in connection with any Taxes.

"**RSU Holders**" means the holders of Prime RSUs.

"**SEC**" means the United States Securities and Exchange Commission.

"**Section 3(a)(10) Exemption**" means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof.

"**Securities Act**" means the *Securities Act (British Columbia)* and the rules, regulations, forms and published instruments, policies, bulletins and notices made thereunder.

"**Securities Laws**" means the Securities Act and all other applicable Canadian provincial and territorial securities Laws.

"**Securityholders**" means, collectively, the Shareholders, the Option Holders, RSU Holders, DSU Holders and Warrant Holders, and "**Securityholder**" means any one of them.

"**SEDAR+**" means the *System for Electronic Data Analysis and Retrieval.*

"**Shareholders**" means the holders of Prime Shares.

"**Special Committee"** means the special committee of independent directors of the Board;

"**Subject Securities**" has the meaning ascribed thereto in "*The Arrangement – Support Agreements*".

"**subsidiary**" means, with respect to a specified entity, any:

(a) corporation of which issued and outstanding voting securities of such corporation to which are attached more than 50% of the votes that may be cast to elect directors of the corporation (whether or not shares of any other class or classes will or might be entitled to vote upon the happening of any event or contingency) are owned by such specified entity and the votes attached to those voting securities are sufficient, if exercised, to elect a majority of the directors of such corporation;

(b) partnership, unlimited liability company, joint venture or other similar entity in which such specified entity has more than 50% of the equity interests and the power to direct the policies, management and affairs thereof; and

(c) a subsidiary (as defined in clauses (a) and (b) above) of any subsidiary (as so defined) of such specified entity.

"**Subsidiary PFIC**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement – Passive Foreign Investment Company Considerations*".

"**Superior Proposal"** means any unsolicited *bona fide* written Acquisition Proposal from a person who is an arm's length third party of the Company (other than the Purchaser), made after the date of the Arrangement Agreement, to acquire not less than all of the outstanding Prime Shares or all or substantially all of the assets of the Company on a consolidated basis that:

(a) complies with Securities Laws and did not result from or involve a breach of the Arrangement Agreement;

(b) the Board has determined in good faith, after consultation with its financial advisor and outside legal counsel, that such Acquisition Proposal would, taking into account all of the terms and conditions of such Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal and the person making such Acquisition Proposal, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction which is (i) in the best interests of the Company; and (ii) is more favourable to the Shareholders from a financial point of view than the Arrangement (taking into account any amendments to the Arrangement Agreement and the Arrangement proposed by the Purchaser pursuant to the Arrangement Agreement);

(c) is made available to all of the Shareholders on the same terms and conditions;

(d) is not subject to any financing condition and in respect of which adequate arrangements (as determined by the Board) have been made to ensure that the required funds will be available to effect payment in full for all of the Prime Shares or assets, as the case may be;

(e) is not subject to any due diligence condition; and

(f) the Board has determined in good faith, after consultation with its financial advisor and outside legal counsel, is reasonably capable of being completed in accordance with its terms, without undue delay, taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the person making such Acquisition Proposal.

"**Superior Proposal Notice**" has the meaning ascribed thereto in "*The Arrangement Agreement – Right to Match*".

"**Support Agreements**" mean the agreements to, among other things, vote in favour of the Arrangement Resolution between the Purchaser and each of the Supporting Securityholders.

"**Supporting Securityholders**" means each of the directors and officers of the Company and the Key Shareholder who are party to a Support Agreement.

"**Tax**" or "**Taxes**" means:

(a) any and all taxes, dues, duties, rates, imposts, fees, levies, other assessments, tariffs, charges or obligations of the same or similar nature, however denominated, imposed, assessed or collected by any Governmental Authority, including all income taxes, including any tax on or based on net income, gross income, income as specifically defined, earnings, gross receipts, capital gains, profits, business royalty or selected items of income, earnings or profits, and specifically including any federal, provincial, state, territorial, county, municipal, local or foreign taxes, state profit share taxes, windfall or excess profit taxes, capital taxes, royalty taxes, production taxes, payroll taxes, health taxes, employment taxes, withholding taxes, sales taxes, use taxes, goods and services taxes, custom duties, value added taxes, ad valorem taxes, excise taxes, alternative or add-on minimum taxes, franchise taxes, gross receipts taxes, licence taxes, occupation taxes, real and personal property taxes, stamp taxes, anti-dumping taxes, countervailing taxes, occupation taxes, environment taxes, transfer taxes, and employment or unemployment insurance premiums, social insurance premiums and worker's compensation premiums and pension (including Canada Pension Plan) payments, and other taxes, fees, imposts, assessments or charges of any kind whatsoever;

(b) any interest, penalties, additional taxes, fines and other charges and additions that may become payable on or in respect of amounts of the type described in clause (a) above or this clause (b);

(c) any liability for the payment of any amounts of the type described in clauses (a) or (b) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period or by virtue of any statute; and

(d) any liability for the payment of any amounts of the type described in clauses (a) or (b) as a result of any express or implied obligation to indemnify any other person or as a result of being a transferee or successor in interest to any party.

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder.

"**taxable capital gain**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Losses*".

"**Termination Fee**" has the meaning ascribed thereto in "*The Arrangement Agreement – Termination of Arrangement Agreement*".

"**Termination Fee Event**" has the meaning ascribed thereto in "*The Arrangement Agreement –Termination of Arrangement Agreement*".

"**Torex AIF**" means the annual information form of Torex for the year ended December 31, 2024.

"**Torex Annual Financial Statements**" means the audited consolidated financial statements of Torex for the years ended December 31, 2024 and 2023, including the notes thereto and the auditor's report thereon.

"**Torex Annual MD&A**" means the management's discussion and analysis of Torex for the year ended December 31, 2024.

"**Torex Interim Financial Statements**" means the unaudited condensed consolidated financial statements of Torex for the three and six months ended June 30, 2025, including the notes thereto.

"**Torex Interim MD&A**" means the management's discussion and analysis of Torex for the three and six months ended June 30, 2025.

"**Torex Shareholder**" means a holder of one or more Torex Shares.

"**Torex Shares**" means the common shares in the capital of Torex.

"**Torex Technical Report**" means the technical report titled "ELG Mine Complex Life of Mine Plan and Media Luna Feasibility Study" with an effective date of March 16, 2022, and a filing date of March 31, 2022.

"**Transfer Agent**" means Odyssey Trust Company, in its capacity as transfer agent and registrar to the Company.

"**Treasury Regulations**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement*".

"**Trinity**" means Trinity Advisors Corporation, financial advisor to the Company.

"**TSX**" means the Toronto Stock Exchange.

"**U.S. Exchange Act**" means the *United States Securities Exchange Act of 1934*, as amended.

"**U.S. Holder**" has the meaning ascribed thereto in "*Certain United States Federal Income Tax Consequences of the Arrangement*".

"**U.S. person**" has the meaning ascribed thereto in Rule 902 of Regulation S.

"**U.S. Resident Holder**" has the meaning ascribed thereto in "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Dividends on Torex Shares*".

"**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended.

"**U.S. Securities Laws**" means all applicable securities legislation in the United States, including without limitation, the U.S. Securities Act and the U.S. Exchange Act, and the rules and regulations promulgated thereunder, including judicial and administrative interpretations thereof, and the securities laws of the states of the United States.

"**U.S. Securityholders**" has the meaning ascribed thereto in "*The Arrangement – Regulatory and Securities Law Matters – United States Securities Law Matters*".

"**U.S. Tax Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**U.S. Treasury Department**" means the United States Department of the Treasury.

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

"**VIF**" means voting instruction form.

"**Warrant Holders**" means the holders of Prime Warrants.

SUMMARY

The following information is a summary of the contents of this Circular. This summary is provided for convenience only and the information contained in this summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information and financial data and statements contained, or incorporated by reference, elsewhere in this Circular. Capitalized terms in this summary have the meaning set out in the "*Glossary of Terms*" or as set out herein. The full text of the Arrangement Agreement is available under the Company's profile on SEDAR+ (www.sedarplus.ca).

Date, Time and Place of Meeting

The Meeting will be held on September 29, 2025 at 2:00 p.m. (Vancouver time) at the offices of the Company at Suite 710 – 1030 West Georgia Street, Vancouver, British Columbia.

The Record Date

The Record Date for determining the Securityholders entitled to receive notice of and to vote at the Meeting is as of the close of business (Vancouver time) on August 14, 2025.

Purpose of the Meeting

At the Meeting, Securityholders will be asked to consider and, if deemed acceptable, to pass, with or without variation, the Arrangement Resolution. The approval of the Arrangement Resolution will require the Required Securityholder Approval.

The Arrangement

The purpose of the Arrangement is to effect the acquisition by the Purchaser of the Company. If the Arrangement Resolution is approved with the Required Securityholder Approval and all other conditions to the closing of the Arrangement are satisfied or waived, the Arrangement will be implemented by way of a court-approved plan of arrangement under the BCBCA.

At the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order, without any further authorization, act or formality:

(a) each Dissenting Share held by Dissenting Shareholders in respect of which Dissent Rights have been validly exercised (and the right of such Dissenting Shareholder to dissent with respect to such shares has not been terminated or ceased to apply with respect to such shares) shall, without any further act or formality on behalf of such Dissenting Shareholders, be deemed to have been transferred to the Company in consideration for a debt claim against the Company for the amount determined under Article 4 of the Plan of Arrangement, and

(i) such Dissenting Shareholders shall cease to be the holders of such Dissenting Shares and to have any rights as holders of such Dissenting Shares other than the right to be paid fair value for such Dissenting Shares as set out in Section 4.1 of the Plan of Arrangement;

(ii) such Dissenting Shareholders' names shall be removed as the holders of such Dissenting Shares from the register of the Prime Shares maintained by or on behalf of the Company; and

(iii) the Company shall be deemed to be the transferee of such Dissenting Shares free and clear of all Liens, and shall be entered in the register of the Prime Shares maintained by or on behalf of the Company;

(b) each Prime RSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Equity Incentive Plan or the Legacy LTIP, as applicable, or any other provision to which a Prime RSU may otherwise be subject, shall and shall be deemed to be immediately and unconditionally vested to the fullest extent, and shall be settled by Prime at the Effective Time in exchange for Prime Shares (less applicable withholdings) and such Prime Shares shall

be transferred to the Purchaser for the Consideration and each such Prime RSU shall be immediately cancelled;

(c) each Prime DSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Equity Incentive Plan or the Legacy LTIP, as applicable, or any other provision to which a Prime DSU may otherwise be subject, shall and shall be deemed to be immediately and unconditionally vested to the fullest extent, and shall be settled by Prime at the Effective Time in exchange for Prime Shares (less applicable withholdings) and such Prime Shares shall be transferred to the Purchaser for the Consideration and each such Prime DSU shall be immediately cancelled;

(d) each outstanding Prime Share, including Prime Shares issued pursuant to paragraphs (b) and (c) above (other than Dissenting Shares held by any Dissenting Shareholders or Prime Shares held by the Purchaser or any of its affiliates) shall, without any further action by or on behalf of a holder of Prime Shares, be irrevocably assigned and transferred by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for the Consideration, and:

(i) the holders of such Prime Shares shall cease to be the holders of such Prime Shares and to have any rights as holders of such Prime Shares other than the right to receive the Consideration from the Purchaser in accordance with the Plan of Arrangement;

(ii) such holders' names shall be removed as the holders of such Prime Shares from the register of the Prime Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee and the legal and beneficial holder of such Prime Shares (free and clear of all Liens) and shall be entered as the registered holder of such Prime Shares in the register of the Prime Shares maintained by or on behalf of the Company;

(e) each Prime Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, will be deemed to be amended such that each Prime Option is immediately and unconditionally vested to the fullest extent, and shall remain outstanding in accordance with the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, subject to the following:

(i) upon exercise, such Prime Option shall entitle the Option Holder to receive, pursuant to the terms of the Prime Option and in accordance with the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, and this paragraph (e), such number of Torex Shares (rounded down to the nearest whole number) equal to:

(A) the number of Prime Shares that were issuable upon exercise of such Prime Option immediately prior to the Effective Time, multiplied by

(B) 0.060, at an exercise price per Torex Share (rounded up to the nearest whole cent) equal to the quotient determined by dividing: (X) the exercise price per Prime Share at which such Prime Option

was exercisable immediately prior to the Effective Time, by (Y) 0.060; and

(ii) such Prime Option shall be exercisable until the earlier of (A) the original expiry date of the Prime Option; and (B) the date that is twelve (12) months following the Effective Time, and for greater certainty, such Prime Option shall not expire as a result of the Option Holder ceasing to be an Eligible Participant (as defined in the Omnibus Equity Incentive Plan).

The transfers, exchanges, amendments and cancellations provided for in Section 3.1 of the Plan of Arrangement will be deemed to occur at or following the Effective Time, notwithstanding certain procedures related thereto may not be completed until after the Effective Date.

In accordance with the terms of each of the Prime Warrants, each Warrant Holder shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Prime Warrants, in lieu of the Prime Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Torex Shares which the Warrant Holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement if, immediately prior to the Effective Date, such Warrant Holder had been the registered holder of the number of Prime Shares to which such holder would have been entitled if such Warrant Holder had exercised such Prime Warrants immediately prior to the Effective Time on the Effective Date.

See "*The Arrangement*" in this Circular.

Effect of the Arrangement

Pursuant to the Arrangement, all issued and outstanding Prime Shares (other than Dissenting Shares) will be transferred to Torex in exchange for 0.060 of a Torex Share for each Prime Share outstanding.

Treatment of Prime Options

Each Prime Option outstanding immediately prior to the Effective Time (whether vested or unvested) will be deemed to be amended such that each Prime Option (i) is immediately and unconditionally vested, and (ii) will remain outstanding in accordance with the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, except that upon exercise, such Prime Option shall entitle the Option Holder to receive, pursuant to the terms of the Prime Option, such number of Torex Shares (rounded down to the nearest whole number) equal to: (A) the number of Prime Shares that were issuable upon exercise of such Prime Option immediately before the Effective Time, multiplied by (B) 0.060, at an exercise price per Torex Share (rounded up to the nearest whole cent) equal to the quotient determined by dividing: (X) the exercise price per Prime Share at which such Prime Option was exercisable immediately prior to the Effective Time, by (Y) 0.060.

Each Prime Option (i) will be exercisable until the earlier of the original expiry date of such Prime Options and the date that is twelve (12) months following the Effective Time, and (ii) will not expire as a result of the Option Holder ceasing to be an Eligible Participant (as defined in the Omnibus Equity Incentive Plan).

Other than as set forth above, all other terms and conditions of the Prime Options, including the expiry date, conditions to and manner of exercising will be the same and will be governed by the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable.

Option Holders who are resident in the U.S. are advised that the Torex Shares issuable upon the exercise of the Prime Options, if any, will be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and may be issued only pursuant to an effective registration statement or a then available exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United

States. The Section 3(a)(10) Exemption does not exempt the issuance of Torex Shares upon the exercise of the Prime Options after the Effective Time. As a result, the Torex Shares issuable upon exercise of the Prime Options after the Effective Time may not be issued in reliance upon the Section 3(a)(10) Exemption and the Prime Options may only be exercised in the United States or by or for the account or benefit of a U.S. person pursuant to an available exemption from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States or pursuant to a registration statement under the U.S. Securities Act.

Option Holders who intend to exercise vested Prime Options in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date.

See "*The Arrangement – Exchange of Prime Securities – Treatment of Prime Options*" in this Circular.

Treatment of Prime RSUs and Prime DSUs

Each Prime RSU and Prime DSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Equity Incentive Plan or the Legacy LTIP, as applicable, or any other provision to which an Prime RSU or Prime DSU may otherwise be subject, shall and shall be deemed to be immediately and unconditionally vested to the fullest extent, and shall be settled by Prime at the Effective Time in exchange for Prime Shares (less applicable withholdings). Such Prime Shares will be transferred to the Purchaser for the Consideration in accordance with the Plan of Arrangement, and each such Prime RSU and Prime DSU shall be immediately cancelled.

See "*The Arrangement – Exchange of Prime Securities – Treatment of Prime RSUs and Prime DSUs*" in this Circular.

Adjustment of Prime Warrants

In accordance with the terms of each of the Prime Warrants, each Warrant Holder shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Prime Warrants, in lieu of the Prime Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Torex Shares which the Warrant Holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement if, immediately prior to the Effective Date, such Warrant Holder had been the registered holder of the number of Prime Shares to which such holder would have been entitled if such Warrant Holder had exercised such Prime Warrants immediately prior to the Effective Time on the Effective Date.

Each Prime Warrant shall continue to be governed by and be subject to the terms of the applicable warrant certificate, subject to any supplemental exercise documents issued by the Purchaser to holders of Prime Warrants to facilitate the exercise of the Prime Warrants and the payment of the corresponding portion of the exercise price with each of them.

Warrant Holders who are resident in the U.S. are advised that the Torex Shares issuable upon the exercise of the Prime Warrants, if any, will be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and may be issued only pursuant to an effective registration statement or a then available exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States. The Section 3(a)(10) Exemption does not exempt the issuance of Torex Shares upon the exercise of the Prime Warrants after the Effective Time. As a result, the Torex Shares issuable upon exercise of the Prime Warrants after the Effective Time may not be issued in reliance upon the Section 3(a)(10) Exemption and the Prime Warrants may only be exercised in the United States or by or for the account or benefit of a U.S. person after the Effective Time pursuant to an available exemption from the registration requirements of the U.S. Securities

Act and applicable securities laws of any state of the United States or pursuant to a registration statement under the U.S. Securities Act.

See "*The Arrangement – Exchange of Prime Securities – Adjustment of Prime Warrants*" in this Circular.

Recommendation of the Board

After careful consideration, including a thorough review of the Arrangement Agreement, the Fairness Opinion and other matters, and taking into account the best interests of the Company, and after consultation with management and its financial and legal advisors, and upon the unanimous recommendation of the Special Committee, the Board has unanimously determined that the Arrangement is in the best interests of the Company and is fair to the Shareholders. **Accordingly, the Board unanimously approved the Arrangement and the Arrangement Agreement and unanimously recommends that the Securityholders vote <u>FOR</u> the Arrangement Resolution.** Each Supporting Securityholder, including each director and officer of the Company, intends to vote all of such Supporting Securityholder's Subject Securities **<u>FOR</u>** the Arrangement Resolution.

The provisions of the Arrangement Agreement are the result of arm's length negotiations between the Company and the Purchaser and their respective legal advisors. See "*The Arrangement – Background to the Arrangement*" in this Circular.

Reasons for the Arrangement

In the course of their respective evaluations, each of the Board and the Special Committee carefully considered a variety of factors with respect to the Arrangement including, among others, the following:

(a) **Immediate and Significant Premium.** The Consideration represents a premium of 32.4% to the 30-day volume-weighted average price of the Prime Shares on the TSX as of July 25, 2025, the last trading day before the announcement of the Arrangement. Furthermore, the Consideration implies a premium of 18.5% to the closing price of the Prime Shares on the TSX as of July 25, 2025.

(b) **Participation in an Established, High-Quality, Gold and Copper Producer with Substantial Growth Potential.** The Arrangement provides Securityholders with (A) the opportunity to continue to participate in the future upside potential of the Los Reyes Project through their meaningful 10.7% equity ownership in Torex, (B) exposure to Torex's free cash flowing Morelos Complex, comprising of the producing El Limón Guajes and Media Luna mines along with the development stage EPO underground project, and (C) enhanced exploration upside through Torex's Morelos Property, in addition to a suite of early-stage exploration projects acquired by Torex on August 20, 2025.

(c) **De-Risking of Development of Los Reyes.** The Arrangement provides an opportunity to leverage Torex's Mexican expertise and strong technical capabilities for the development of the Los Reyes Project. Torex brings deep and recent expertise in discovering, permitting, building, and operating mines in Mexico, including the construction of the El Limón Guajes and Media Luna mines, which were completed by Torex largely on schedule with minimal deviations from their original budgets. Torex has an experienced Mexican permitting and project/construction team ready and available to advance the Los Reyes Project.

(d) **Enhanced Financial Strength.** The Arrangement provides Securityholders access to Torex's strong balance sheet, liquidity, and growing significant free cash flows from Media Luna. These strong financial resources are expected to support the

advancement of the Los Reyes Project and eliminate financing and dilution risks to bring the project into production.

(e) **Enhanced Capital Markets Profile.** Torex has a market capitalization of approximately US$3.7 billion, enabling Shareholders to benefit from increased market presence, analyst coverage, investor demand, and trading liquidity.

(f) **Fairness Opinion.** The Fairness Opinion states that, as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and scope of review set forth therein, the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded from the vote pursuant to Section 8.1(2) of MI 61-101) pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders. See "*The Arrangement – Fairness Opinion*".

(g) **Acceptance by Directors, Officers and Significant Shareholder**. Pursuant to the Support Agreements, the directors, officers and the Key Shareholder have agreed to vote all of their respective Subject Securities in favour of the Arrangement.

(h) **Ability to Respond to Unsolicited Superior Proposals**. Subject to the terms of the Arrangement Agreement, the Board will remain able to respond to any unsolicited *bona fide* written proposal that, having regard to all of its terms and conditions, if consummated in accordance with its terms, could reasonably be expected to lead to a Superior Proposal under the Arrangement Agreement.

(i) **Negotiated Transaction.** The Arrangement Agreement is the result of a comprehensive negotiation process with Torex that was undertaken by the Company and its legal and financial advisors with the oversight and participation of the Special Committee. The Arrangement Agreement includes terms and conditions that are reasonable in the judgment of the Board and the Special Committee.

(j) **Securityholder Approval.** The Arrangement Resolution must be approved by at least (i) 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, with each Prime Share entitling a Shareholder to one vote; (ii) 66⅔% of the votes cast on the Arrangement Resolution by Securityholders present in person or represented by proxy and entitled to vote at the Meeting, voting together as a single class, on the basis of one vote for each Prime Share held or one vote per Prime Share underlying each Prime Option, Prime RSU, Prime DSU or Prime Warrant held; and (iii) a simple majority of votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, voting as a single class, excluding those votes cast by those persons described in items (a) through (d) of Section 8.1(2) of MI 61-101, on the basis of one vote for each Prime Share held.

(k) **Court Approval.** The Arrangement must be approved by the Court, which will consider, among other things, the substantive and procedural fairness of the terms and conditions of the Plan of Arrangement to Securityholders.

(l) **Dissent Rights.** The terms of the Plan of Arrangement provide that Registered Shareholders have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their Dissenting Shares in accordance with the provisions of Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court. See "*The Arrangement – Dissenting Shareholders' Rights*" in this Circular for

detailed information regarding the Dissent Rights of Registered Shareholders in connection with the Arrangement.

(m) **Deal Certainty.** The Purchaser's obligation to complete the Arrangement is subject to a limited number of conditions that the Board and the Special Committee believe, with the advice of the Company's legal and financial advisors, are reasonable in the circumstances. The Arrangement is not subject to a financing condition.

(n) **Deal Protections.** The Termination Fee, the Purchaser's right to match a Superior Proposal and other deal protection measures contained in the Arrangement Agreement are appropriate inducements to the Purchaser to enter into the Arrangement Agreement and the quantum of the Termination Fee of US$12.5 million is, in the view of the Board and the Special Committee, appropriate for a transaction of this nature.

See "*The Arrangement – Reasons for the Arrangement*" in this Circular.

Support Agreements

The Supporting Securityholders have entered into the Support Agreements with Torex pursuant to which they have agreed to, among other things, vote in favour of the Arrangement Resolution. As of the Record Date, the Supporting Securityholders hold a total of approximately 23% of the outstanding Prime Shares and approximately 26% of the outstanding Prime Securities that will have voting rights at the Meeting.

See "*The Arrangement – Support Agreements*" in this Circular.

Conditions to Completion of the Arrangement

The implementation of the Arrangement is subject to a number of conditions being satisfied or waived by the Company and the Purchaser, as applicable, at or prior to the Effective Date, including the following:

(a) the Arrangement Resolution will have been approved by the Securityholders at the Meeting in accordance with the Interim Order and applicable Laws;

(b) each of the Interim Order and Final Order will have been obtained in form and substance satisfactory to each of the Company and the Purchaser, each acting reasonably, and will not have been set aside or modified in any manner unacceptable to either the Company or the Purchaser, each acting reasonably, on appeal or otherwise;

(c) the Required Regulatory Approvals will have been obtained;

(d) no Law will have been enacted, issued, promulgated, enforced, made, entered or applied and no Proceeding will otherwise have been taken under any Laws or by any Governmental Authority (whether temporary, preliminary or permanent) that makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement;

(e) the Consideration Shares to be issued pursuant to the Arrangement shall be exempt from the prospectus and registration requirements of applicable Securities Laws by virtue of applicable exemptions under Securities Laws and there shall be no resale restrictions on such Consideration Shares under the applicable Securities Laws, except in respect of those holders who are subject to restrictions on resale as a result of being a "control person" under applicable Securities Laws; and

(f) the Arrangement Agreement shall not have been terminated in accordance with its terms.

Completion of the Arrangement Agreement is subject to a number of additional conditions precedent, which are for the exclusive benefit of the Purchaser and may be waived by the Purchaser. The conditions include, among other things:

(a) the Company will have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) certain fundamental representations and warranties of the Company will be true and correct in all respects as of the Effective Date, and all other representations and warranties of the Company will be true and correct in all material respects as of the Effective Date, subject to certain qualifications;

(c) there shall not have occurred a Material Adverse Effect in respect of the Company;

(d) Dissent Rights shall not have been validly exercised in connection with the Arrangement by holders of more than 5% of the Prime Shares then outstanding; and

(e) there shall not be pending any Proceeding by any Governmental Authority that is reasonably likely to result in any (i) prohibition on the acquisition by the Purchaser of the Prime Shares or the completion of the Arrangement, (ii) prohibition on the ownership by the Purchaser of the Company or any material portion of its assets or business; or (iii) imposition of material limitations on the ability of the Purchaser to acquire or hold, or exercise full rights of ownership of, the Prime Shares, including the right to vote such Prime Shares.

Completion of the Arrangement Agreement is also subject to number of additional conditions precedent which are for the exclusive benefit of the Company and may be waived by the Company. The conditions include, among other things:

(a) the Purchaser will have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) certain fundamental representations and warranties of the Purchaser will be true and correct in all respects as of the Effective Date, and all other representations and warranties of the Purchaser will be true and correct in all material respects as of the Effective Date, subject to certain qualifications;

(c) there shall not have occurred a Material Adverse Effect in respect of the Purchaser; and

(d) the Purchaser will have deposited the Consideration Shares with the Depositary in escrow in accordance with the Arrangement Agreement and the Depositary will have confirmed receipt of same.

See "*The Arrangement Agreement – Conditions to Closing*" in this Circular.

Non-Solicitation and Right to Match

In the Arrangement Agreement, the Company has agreed, subject to certain exceptions, that it will not, directly or indirectly, solicit or participate in any discussions or negotiations regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, and will give prompt notice to the Purchaser should the Company receive such an inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or a request for non-public

information in connection with an Acquisition Proposal. See "*The Arrangement Agreement – Non-Solicitation*" in this Circular.

In the case of a Superior Proposal, Torex has the right, but not the obligation, to amend the Arrangement Agreement such that the previously received Acquisition Proposal would cease to be a Superior Proposal. See "*The Arrangement Agreement – Right to Match*" in this Circular.

Termination of Arrangement Agreement

The Company and the Purchaser may mutually agree in writing to terminate the Arrangement Agreement and abandon the Arrangement at any time prior to the Effective Time. In addition, the Company or the Purchaser may terminate the Arrangement Agreement and abandon the Arrangement at any time prior to the Effective Date if certain specific events, which are outlined in the Arrangement Agreement, occur. Depending on the termination event, the Termination Fee or the Expense Reimbursement Fee may be payable by the Company.

See "*The Arrangement Agreement – Termination of Arrangement Agreement*" in this Circular.

Fairness Opinion

The Board received a fairness opinion from BMO, which states that as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and scope of review set forth therein, the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded from the vote pursuant to Section 8.1(2) of MI 61-101) pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders.

See "*The Arrangement – Fairness Opinion*" in this Circular and Appendix E.

Letter of Transmittal

A Letter of Transmittal for the Registered Shareholders is enclosed with this Circular. If the Arrangement becomes effective, in order to receive a physical certificate(s) or DRS Advice(s) representing Consideration Shares to which the Shareholder is entitled under the Plan of Arrangement in exchange for the Prime Shares held, a Registered Shareholder must deliver the Letter of Transmittal properly completed and duly executed, together with share certificate(s) or DRS Advice(s) representing their Prime Shares and all other required documents to the Depositary at the address set forth in the Letter of Transmittal. If the Arrangement is not completed, the Letter of Transmittal will be of no effect and the Depositary will return all share certificates or DRS Advices representing the Prime Shares to the holders thereof as soon as practicable at the address specified in the Letter of Transmittal.

Shareholders whose Prime Shares are registered in the name of an Intermediary must contact their Intermediary to receive the Consideration.

If a Shareholder, following the Effective Date, fails to deliver and surrender its Prime Shares to the Depositary by the date that is six (6) years after the Effective Date, then the certificates or DRS Advices representing such Torex Shares, to which such Former Shareholder was entitled, shall be delivered to Torex by the Depositary and the share certificates or DRS Advices shall be cancelled by Torex, and the interest of the Former Shareholder in such Torex Shares to which it was entitled shall be terminated as of such date that is six (6) years after the Effective Date.

Only Registered Shareholders are required to submit a Letter of Transmittal. **A Beneficial Shareholder holding Prime Shares through an Intermediary should contact that Intermediary for instructions and carefully follow any instructions provided by such Intermediary.**

See "*The Arrangement – Exchange of Prime Securities*" in this Circular.

No Fractional Shares to be Issued	No fractional Torex Shares shall be issued pursuant to the Arrangement. The number of Torex Shares issued will be rounded down to the nearest whole Torex Share and no person will be entitled to any compensation in respect of a fractional Torex Share.
Withholding Rights	The Company, the Purchaser and the Depositary, as applicable, will be entitled to deduct or withhold from any Consideration otherwise payable, issuable or otherwise deliverable to any Securityholder under the Plan of Arrangement (including, without limitation, any payments to Dissenting Shareholders), such amounts as the Company, the Purchaser or the Depositary, as the case may be, may reasonably determine is required to be deducted or withheld with respect to such amount otherwise payable or deliverable under any provision of Laws in respect of Taxes. See "*The Arrangement – Exchange of Prime Securities – Withholding Rights*".
Court Approval of the Arrangement	Subject to the terms of the Arrangement Agreement and, if the Arrangement Resolution is approved at the Meeting, Prime intends to apply to the Court for the Final Order. The hearing of the application for the Final Order is expected to be held at the courthouse of the Court at 800 Smithe Street, Vancouver, British Columbia at 9:45 a.m. (Vancouver time) October 3, 2025, or as soon thereafter as counsel may be heard, or at any other date and time and by any method as the Court may direct. Please see the Petition and Notice of Hearing of Petition, attached as Appendix D to this Circular, and the Interim Order, attached as Appendix C to this Circular, for further information on participating or presenting evidence at the hearing for the Final Order. At the hearing, the Court will consider, among other things, the substantive and procedural fairness of the Arrangement. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit. See "*The Arrangement – Court Approval of the Arrangement*" in this Circular.
Exchange Approval	Torex Shares are listed on the TSX and the OTCQX. Prime Shares are listed on the TSX, the OTCQX and the Frankfurt Stock Exchange. On August 22, 2025, the TSX conditionally approved the Arrangement and the delisting of Prime Shares following completion of the Arrangement, as well as the listing of the Torex Shares to be issued or issuable pursuant to the Arrangement.
COFECE Approval	Mexican Antitrust Law requires that, subject to limited exceptions, parties involved in a transaction that trigger any of the monetary thresholds provided in the Mexican Antitrust Law, cannot complete such transaction until receiving approval from COFECE. The Arrangement is a notifiable transaction since it triggers the monetary thresholds provided in the Mexican Antitrust Law. The Parties have filed a notification to COFECE with respect to the transactions contemplated by the Arrangement Agreement. As of the date of this Circular, the review of the Arrangement under the COFECE is ongoing. It is a condition to closing of the Arrangement that the COFECE Approval be obtained. See "*The Arrangement – Regulatory and Securities Law Matters – COFECE Approval*".
Canadian Securities Law Matters	Prime is a reporting issuer in British Columbia, Alberta and Ontario. The Prime Shares currently trade on the TSX, the OTCQX and the Frankfurt Stock Exchange. Pursuant to the Arrangement, Prime will become a wholly owned subsidiary of Torex. Following completion of the Arrangement, it is expected that the Prime Shares will be delisted from the TSX, the OTCQX and the Frankfurt Stock Exchange within two to three Business

Days and Torex expects to apply to the applicable Canadian securities regulators to have Prime cease to be a reporting issuer in the applicable jurisdictions in Canada.

The distribution of the Torex Shares pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian Securities Laws. The Torex Shares received pursuant to the Arrangement will not be legended and may be resold through registered dealers in each of the provinces of Canada provided that (i) the trade is not a "control distribution" as defined in NI 45-102, (ii) no unusual effort is made to prepare the market or to create a demand for the Torex Shares, as the case may be, (iii) no extraordinary commission or consideration is paid to a person or company in respect of such trade, and (iv) if the selling security holder is an insider or officer of Torex, the selling security holder has no reasonable grounds to believe that Torex is in default of Canadian Securities Laws.

Each Securityholder is urged to consult his or her professional advisors to determine the Canadian conditions and restrictions applicable to trades in Torex Shares issuable pursuant to the Arrangement.

See "*The Arrangement – Regulatory and Securities Law Matters – Canadian Securities Law Matters*".

United States Securities Law Matters

The Torex Shares to be issued to Securityholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or applicable securities laws of any state of the United States and will be issued in reliance upon the Section 3(a)(10) Exemption and exemptions provided under the securities laws of each state of the United States in which Securityholders reside. The Section 3(a)(10) Exemption does not exempt the issuance of Torex Shares upon the exercise of Prime Options or Prime Warrants after the Effective Time.

Certain resale restrictions will apply to Securityholders who are "affiliates" of Torex or were "affiliates" of Torex within the 90-day period prior to the Effective Date.

See "*The Arrangement – Regulatory and Securities Law Matters – United States Securities Law Matters*" in this Circular.

Interests of Certain Directors and Senior Officers of Prime in the Arrangement

In considering the Board Recommendation, you should be aware that certain members of the Board and the senior officers of Prime have interests in the Arrangement or may receive benefits that may differ from, or be in addition to, the interests of Securityholders generally.

See "*The Arrangement – Interests of Certain Persons in the Arrangement*" in this Circular.

Rights of Dissent

Pursuant to the Interim Order, Registered Shareholders have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid (subject to applicable withholdings) the fair value of their Dissenting Shares in accordance with the provisions of Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court. A Registered Shareholder wishing to exercise rights of dissent with respect to the Arrangement must (i) send to the Company a written notice of dissent to the Arrangement Resolution, which written notice of dissent must be received by the Company c/o Blake, Cassels & Graydon LLP, Suite 3500 – 1133 Melville Street, Vancouver, British Columbia V6E 4E5, Attention: Alexandra Luchenko, by no later than 4:00 p.m. (Vancouver time) on September 25, 2025 or by 4:00 p.m. (Vancouver time) on the second Business Day immediately preceding the date that any adjourned or postponed Meeting is reconvened, and (ii) otherwise strictly comply with the Dissent Procedures.

	See "*The Arrangement – Dissenting Shareholders' Rights*" in this Circular. The text of Section 242(1)(a) of the BCBCA, which will be relevant in any dissent proceeding, is set forth in Appendix H to this Circular. It is recommended that you seek independent legal advice if you wish to exercise a right of dissent. Failure to strictly comply with the requirements set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court, may result in the loss of any right of dissent.
Risk Factors	There is a risk that the Arrangement may not be completed. If the Arrangement is not completed, Prime will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Additionally, failure to complete the Arrangement could materially and negatively impact the trading price of the Prime Shares. The risk factors described under the heading "*Risk Factors*" and under the heading "*Risk Factors*" in Appendix F and Appendix G attached to this Circular should be carefully considered by Securityholders.
Canadian and United States Tax Considerations	Shareholders should carefully review the tax considerations described in this Circular and are urged to consult their own tax advisors in regard to their particular circumstances. See "*Certain Canadian Federal Income Tax Considerations*" and "*Certain United States Federal Income Tax Consequences of the Arrangement*" for a discussion of certain Canadian federal income tax considerations and United States federal income tax considerations, respectively.

INFORMATION CONCERNING THE MEETING

Purpose of the Meeting

At the Meeting, Securityholders will be asked to consider and, if deemed acceptable, to pass, with or without variation, the Arrangement Resolution. The approval of the Arrangement Resolution will require the Required Securityholder Approval.

Date, Time and Place of the Meeting

The Meeting will be held on September 29, 2025 at 2:00 p.m. (Vancouver time) at the offices of the Company at Suite 710 – 1030 West Georgia Street, Vancouver, British Columbia.

Record Date

Pursuant to the Interim Order, the Record Date for determining persons entitled to receive notice of and vote at the Meeting is August 14, 2025. Shareholders, Option Holders, RSU Holders, DSU Holders and Warrant Holders of record as at the close of business (Vancouver time) on August 14, 2025 will be entitled to attend and vote at the Meeting, or any adjournment or postponement thereof, in the manner and subject to the procedures described in this Circular.

Solicitation of Proxies

The Company is providing this Circular and a form of proxy in connection with management's solicitation of proxies for use at the Meeting of the Company to be held on September 29, 2025 and at any postponement(s) or adjournment(s) thereof. Unless the context otherwise requires, when we refer in this Circular to the Company, any subsidiaries are also included.

Your proxy is being solicited by management of Prime and this Circular is being furnished in connection with that solicitation. The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. All costs of this solicitation will be borne by the Company.

Appointment of Proxyholders

If you do not attend and vote at the Meeting, you can still make your votes count by appointing a person or company who will attend the Meeting to act as your proxyholder at the Meeting. Securityholders may wish to vote by proxy whether or not they are able to attend the Meeting.

Your proxyholder is the person you appoint and name on the proxy form to cast your votes for you. You can appoint the persons named in the applicable enclosed form or forms of proxy, who are each a director or an officer of Prime. **You have the right to appoint any person or company you want to be your proxyholder. It does not have to be a Shareholder or the person designated in the enclosed form(s). Simply indicate the person's name as directed on the enclosed proxy form(s) or complete any other legal proxy form and deliver it to Odyssey Trust Company within the time hereinafter specified for receipt of proxies.**

Securityholders who wish to appoint a third-party proxyholder to attend and vote at the Meeting as their proxy and vote their securities MUST submit their proxy (or proxies) or VIF, as applicable, appointing such third-party proxyholder following the instructions provided in such form of proxy or VIF, as applicable.

If you are a Beneficial Shareholder and wish to attend or vote at the Meeting, you have to insert your own name in the space provided on the VIF sent to you by your Intermediary and follow all of the applicable instructions provided by your Intermediary. By doing so, you are instructing your Intermediary to appoint you as proxyholder. It is important that you comply with the signature and return instructions provided by your Intermediary.

To vote your securities, your proxyholder must attend and vote at the Meeting. Regardless of who you appoint as your proxyholder, you can either instruct that appointee how you want to vote or you can let your appointee decide for you. You can do this by completing the applicable form or forms of proxy. In order to be valid, you must return the completed and signed form or forms of proxy by no later than 2:00 p.m. (Vancouver time) on September 25, 2025 (or, if the Meeting is adjourned or

postponed, by the time that is 48 hours prior to the Meeting, excluding Saturdays, Sundays and statutory holidays) to our Transfer Agent, Odyssey Trust Company (i) by hand or mail to the United Kingdom Building, Suite 350, 409 Granville Street, Vancouver, British Columbia, V6C 1T2, (ii) by fax, to the attention of the Proxy Department, at 1-800-517-4553 (toll free within Canada and the U.S.) or 416-263-9524 (international), or (iii) via email to proxy@odysseytrust.com. The Chair of the Meeting, in his or her sole discretion, may accept late proxies or waive the deadline for accepting proxies, with or without notice.

Registered Shareholders and Option Holders, RSU Holders, DSU Holders and Warrant Holders may also vote online at https://login.odysseytrust.com/pxlogin. You will need to enter your 12-digit control number (printed with your address to the right of your form of proxy) to identify yourself as a Registered Shareholder, Option Holder, RSU Holder, DSU Holder or Warrant Holder on the voting website.

Participating in the Meeting

Only Registered Shareholders, Option Holders, RSU Holders, DSU Holders and Warrant Holders whose names appear on the records of the Company as at the Record Date as the registered holders of the Prime Securities, or duly appointed proxyholders, are permitted to attend and vote at the Meeting. Beneficial Shareholders should refer to the instructions provided in "*Advice to Beneficial (Non-Registered) Shareholders*" below.

Revocability of Proxies

A Registered Shareholder, Option Holder, RSU Holder, DSU Holder or Warrant Holder who has submitted a proxy may revoke it at any time prior to the exercise thereof at the Meeting or any adjournment or postponement thereof. In addition to revocation in any other manner permitted by law, a proxy may be revoked by:

(a) executing a valid notice of revocation or other instrument in writing, by the Registered Shareholder, Option Holder, RSU Holder, DSU Holder or Warrant Holder or such holders' authorized attorney in writing, or, if such a holder is a corporation, under its corporate seal by an officer or duly authorized attorney, and by delivering the notice of revocation or other instrument in writing to Odyssey Trust Company at Suite 350, 409 Granville Street, Vancouver, British Columbia, V6C 1T2, or to the address of the registered office of the Company at Suite 1200, 750 West Pender Street, Vancouver, British Columbia, V6C 2T8, at any time up to and including the last Business Day that precedes the day of the Meeting or, if the Meeting is adjourned, the last Business Day that precedes any reconvening thereof, or to the Chair of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or

(b) personally attending the Meeting and voting the Prime Securities.

Upon such deposit, the proxy is revoked. A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

If you are a Beneficial Shareholder, please contact your Intermediary for instructions on how to revoke your VIF and what procedures you need to follow. The change or revocation of a VIF by a Beneficial Shareholder can take several days or longer to complete and, accordingly, any such action should be completed well in advance of the deadline given in the VIF by the Intermediary or its service company to ensure it is effective.

Exercise of Discretion

On a poll, the nominees named in the accompanying form of proxy will vote or withhold from voting the Prime Securities represented thereby in accordance with the instructions of the Securityholder on any ballot that may be called for. If a Securityholder specifies a choice with respect to any matter to be acted upon, such Securityholder's Prime Securities will be voted accordingly. **The proxy will confer discretionary authority on the nominees named therein with respect to each matter or group of matters identified therein for which a choice is not specified and any amendment to or variation of any matter identified therein and any other matter that properly comes before the Meeting.**

If a Securityholder does not specify a choice in the proxy and the Securityholder has appointed one of the management nominees named in the accompanying form of proxy, the management nominee will vote the Prime Securities represented

by the proxy in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by management at the Meeting.

As of the date of this Circular, management of the Company knows of no amendment, variation or other matter that may come before the Meeting but, if any amendment, variation or other matter properly comes before the Meeting, each nominee in the accompanying form of proxy intends to vote thereon in accordance with the nominee's best judgment.

Advice to Beneficial (Non-Registered) Shareholders

If you are a Beneficial Shareholder, meaning your Prime Shares are not registered in your own name, they will be held in the name of a "nominee", usually a bank, trust company, securities dealer, other financial institution or intermediary, or depositary, such as CDS & Co., of which an intermediary was a participant and, as such, your nominee will be the entity legally entitled to vote your Prime Shares and must seek your instructions as to how to vote your Prime Shares.

If you are a Beneficial Shareholder, your Intermediary will send you a VIF or, less frequently, a proxy form with this Circular. This form will instruct the Intermediary as to how to vote your Prime Shares at the Meeting on your behalf. **You must follow the instructions from your Intermediary to vote.**

There are two kinds of Beneficial Shareholders: (i) those who object to their name being made known to the issuers of securities which they own, known as objecting beneficial owners ("**OBOs**"); and (ii) those who do not object to their name being made known to the issuers of securities which they own, known as non-objecting beneficial owners ("**NOBOs**").

Intermediaries are required to forward the Meeting materials to Beneficial Shareholders unless in the case of certain proxy-related materials the Beneficial Shareholder has waived the right to receive them. The majority of Intermediaries now delegate responsibility for obtaining instructions from Beneficial Shareholders to Broadridge. Broadridge typically mails a VIF to Beneficial Shareholders and asks Beneficial Shareholders to return the VIF to Broadridge. The Company may utilize Broadridge's QuickVote™ system to assist NOBOs with voting their Prime Shares over the telephone.

For greater certainty, Beneficial Shareholders should note that they are not entitled to use a VIF or proxy form received from Broadridge or their Intermediary to vote Prime Shares directly at the Meeting. Instead, the Beneficial Shareholder must complete the VIF or proxy form and return it as instructed on the form. The Beneficial Shareholder must complete these steps well in advance of the Meeting in order to ensure such Prime Shares are voted.

If you are a Beneficial Shareholder, your Intermediary will have provided to you a VIF. Prime intends to reimburse intermediaries for the delivery of the meeting materials to OBOs.

In the alternative, if you wish to attend and vote at the Meeting or have another person attend and vote on your behalf, indicate your name or the name of your proxyholder, as applicable, in the VIF or proxy form, and return it as instructed by your Intermediary. You will also have to register yourself as your proxyholder, as described above in "*Appointment of Proxyholders*". Your Intermediary may have also provided you with the option of appointing yourself or someone else to attend and vote on your behalf at the Meeting.

Beneficial Shareholders who have questions or concerns regarding any of these procedures may contact their Intermediary. It is recommended that inquiries of this kind be made well in advance of the Meeting.

Notice-And-Access

The Company is not sending this Circular to Securityholders using "notice-and-access" as defined under NI 54-101. However, the Company is electronically delivering Meeting related materials ("**E-delivery**") to Beneficial Shareholders who have requested such delivery method. E-delivery has become a convenient way to make distribution of materials more efficient and is an environmentally responsible alternative by eliminating the use of printed paper and the carbon footprint of the associated mail delivery process. Having registered for E-delivery, you will receive your Meeting materials by email and will be able to vote on your device by simply following a link in the email sent by your Intermediary, provided your Intermediary supports this service.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

Voting Securities

The Company has an authorized capital consisting of an unlimited number of Prime Shares without par value. As at the Record Date, there were 167,402,325 Prime Shares issued and outstanding. Shareholders of record at the close of business on the Record Date, or their duly appointed proxyholders, are entitled to vote at the Meeting. Each Prime Share entitles the holder thereof to one vote on the Arrangement Resolution.

Option Holders, RSU Holders, DSU Holders, and Warrant Holders of record at the close of business on the Record Date, or their duly appointed proxyholders, are also entitled to vote with the Shareholders, together as a single class, on the Arrangement Resolution on the basis of one vote for each Prime Option, Prime RSU, Prime DSU and/or Prime Warrant held (in each case whether vested or unvested), as applicable. As at the Record Date, a total of 6,552,449 Prime Options, 912,212 Prime RSUs, 1,844,818 Prime DSUs, and 284,044 Prime Warrants were outstanding and entitled to vote at the Meeting. Accordingly, the maximum number of expected potential votes at the Meeting in respect of outstanding Prime Securities (including Prime Shares) totals 176,995,848.

For all purposes contemplated by this Circular, the quorum for the transaction of business at the Meeting will be one Shareholder, present in person or represented by proxy, holding at least one Prime Share entitled to vote at the Meeting.

Principal Holders of Voting Securities

To the knowledge of the directors or executive officers of the Company, the only persons who beneficially own, directly or indirectly, or exercise control or direction over, 10% or more of the voting rights attached to any class of voting securities entitled to vote at the Meeting as at the Record Date:

Name of Securityholder	Number and Class of Securities	Percentage of Class[(1)]
Pierre Lassonde	22,663,978 Prime Shares[(2)]	13.5% of outstanding Prime Shares

Notes:

(1) Percentage of votes is based on the number of outstanding Prime Shares as of the Record Date.

(2) Pursuant to his Support Agreement, Pierre Lassonde agreed with Torex to, among other things, vote or cause to be voted such Prime Shares in favour of the Arrangement Resolutions. See "*The Arrangement – Support Agreements*".

THE ARRANGEMENT

Background to the Arrangement

The entering into of the Arrangement Agreement was the result of arm's length negotiations conducted among representatives of Prime, Torex, and their respective financial and legal advisors. The following is a summary of the principal events that preceded the public announcement of the execution of the Arrangement Agreement on July 28, 2025.

As part of its long-term corporate strategy, the Board and Prime's executives would continuously review its long-term strategic plan with the goal of maximizing shareholder value. Such review included, but was not limited to, potential acquisitions, merger or combination transactions and assessing the merits of continuing as an independent enterprise. Meetings with potential acquirors, merger partners and corporate investors would be arranged as part of Prime's ongoing relationship and corporate development activities. Prime entered into confidentiality agreements with several potential parties through the course of these activities.

In September 2023, Jody Kuzenko (President and Chief Executive Officer, Torex), Dan Rollins (Senior Vice President, Corporate Development & Investor Relations, Torex), Scott Hicks (Chief Executive Officer, Prime) and representatives of Trinity arranged an introductory meeting at an industry conference in Colorado Springs, Colorado. Subsequent meetings regarding Prime's exploration and project development strategy as well as Torex general updates took place on a fairly regular basis thereafter. Mr. Hicks and Ms. Kuzenko also had occasional discussions over the course of the following 12 months as to the potential merits of the two companies combining.

As a result of such discussions, on September 9, 2024, Prime and Torex executed a confidentiality agreement to allow for Torex to receive and review Prime's confidential information. Torex then began a due diligence program on Prime's technical information, which was provided in a virtually hosted data site, and continued to review data room updates, as well as the Company's progress on the Los Reyes Project.

On February 4, 2025, Prime entered into an engagement agreement with Trinity to act as its financial advisor to assist the Company in executing on its strategic goals, including but not limited to, engagement with the capital markets, introduction and communication with strategic investors and potential corporate development partners in the marketplace.

On May 28 and 29, 2025, two Torex geologists were accompanied by Mr. Hicks and Scott Smith (Executive Vice President, Exploration, Prime) on a project site visit in Mexico. The group discussed the regional geology, principal deposit geology, exploration potential and project development plan and conducted a visit to the project site location and a review of the core logging area at Prime's offices in Cosalá, Sinaloa.

Subsequent to the site visit by the Torex geologists, Ms. Kuzenko and Mr. Hicks debriefed on their respective analysis and internal discussions, as well as discussing a course of action to proceed forward with investigating a potential transaction to combine the two companies, including the execution of a reciprocal confidentiality agreement that would replace the confidentiality agreement in place at such time.

On June 19, 2025, Torex presented Prime with a non-binding letter of intent setting out the terms of a proposal to acquire 100% of the issued and outstanding Prime Shares at an exchange ratio of 0.0554 of a Torex Share for each Prime Share (the "**Initial Proposal**"), which also contemplated the parties concurrently entering into a confidentiality agreement to allow for Prime to receive and review Torex's confidential information.

On June 22, 2025, the Board met to consider the Initial Proposal, to receive advice from Trinity and Blake, Cassels & Graydon LLP ("**Blakes**"), legal advisor to the Company and to consider the establishment of the Special Committee. The Board also provided management with instructions regarding the negotiation of the potential transaction. Following the Board meeting, management of Prime discussed a counter proposal with management of Torex, which included an exchange ratio of 0.062.

Following further negotiations between Ms. Kuzenko and Mr. Hicks, on June 25, 2025, Torex sent Prime a Word version of the non-binding letter of intent, which also reflected amendments that provided for an exchange ratio of 0.0570 of a Torex Share for each Prime Share (the "**Amended Proposal**").

On June 26, 2025, the Special Committee met to consider the Amended Proposal, to approve the mandate of the Special Committee, to discuss the engagement of an independent financial advisor to provide a fairness opinion, and to receive advice from Blakes. The Special Committee provided management with instructions regarding the continued negotiation of the potential transaction.

On June 26, 2025, Prime sent Torex a further revised version of the non-binding letter of intent, which included an exchange ratio of 0.060 of a Torex Share for each Prime Share (the "**Final Amended Proposal**").

On June 27, 2025, Prime renewed and modified its engagement agreement with Trinity to act as financial advisor to the Company.

On June 30, 2025, Prime and Torex entered into a non-binding letter of intent reflecting the terms of the Final Amended Proposal, including the exchange ratio of 0.060 of a Torex Share for each Prime Share, and a confidentiality agreement so Prime could review Torex's confidential information.

Following the execution of the letter of intent and confidentiality agreement, Prime and Torex, assisted by their respective financial and legal advisors, conducted reciprocal due diligence through the exchange of written materials via electronic data rooms and meetings.

On July 2, 2025, the Special Committee met to further consider the engagement of an independent financial advisor to provide a fairness opinion and to discuss various matters related to the Arrangement. On July 5, 2025, the Special Committee and BMO formalized BMO's engagement to provide the Fairness Opinion and executed an engagement letter, with an effective date of July 3, 2025.

On July 11, 2025, Cassels Brock & Blackwell LLP ("**Cassels**"), legal advisor to Torex, delivered an initial draft of the Arrangement Agreement to Blakes.

Between July 14 and 16, 2025, Ms. Kuzenko, Andrew Snowden (Chief Financial Officer of Torex) and Faysal Rodriguez (Senior Vice President, Mexico, of Torex) visited Mazatlán and Cosalá, Sinaloa to meet with Prime personnel, discuss strategy, community relations and project development plans.

Between July 11 and July 27, 2025, Blakes and Cassels negotiated the Arrangement Agreement and related documentation through the exchange of drafts and various conference calls. Management and the Board also met with Blakes and Trinity to review open issues and provide instructions on several occasions during this period.

On July 21, 2025, the Special Committee held a meeting to, among other things, receive an update on the Arrangement.

The Special Committee met during the morning of July 27, 2025 to receive an update from management regarding the Arrangement, an update from Blakes regarding the Arrangement Agreement and to receive a presentation by BMO of its analysis of the Arrangement. At the meeting, BMO orally delivered its opinion (subsequently delivered in writing) that the Consideration to be received by the Shareholders (other than the Shareholders whose votes are required to be excluded from the vote pursuant to MI 61-101) pursuant to the Arrangement is fair, from a financial point of view to such Shareholders. Following the presentation by BMO, the Special Committee approved its recommendations to the Board related to the Arrangement.

The Board met immediately following the meeting of the Special Committee on July 27, 2025 to, among other things, receive the recommendations of the Special Committee with respect to the Arrangement and receive advice from Trinity with respect to the Arrangement. Following the receipt of the report of the Special Committee and presentation by Trinity, the Board was provided with the opportunity to ask questions of Prime's management and of its legal and financial advisors. Following such discussions and careful deliberation and advice from its legal and financial advisors, the Board unanimously determined that the Arrangement is in the best interests of the Company and is fair to the Shareholders and unanimously approved the Arrangement and the Arrangement Agreement and resolved to recommend that Securityholders vote their Prime Securities in favour of the Arrangement Resolution.

Torex's board of directors also met on July 27, 2025 to, among other things, discuss and consider approval of the Arrangement. Torex's board of directors also received a fairness opinion from CIBC World Markets Inc. that as of the date of such opinion and based upon and subject to the assumptions, limitations and qualifications set forth therein, the Consideration payable by Torex pursuant to the Arrangement Agreement, is fair, from a financial point of view, to Torex. After discussion and careful deliberation with its legal and financial advisors, the Torex board unanimously determined that the Arrangement was in the best interests of Torex and unanimously approved the Arrangement and the Arrangement Agreement, with Rick Howes not participating in such deliberations or voting on the Arrangement and the Arrangement Agreement given his role as Chief Executive Officer of Gold Candle Ltd., which has major shareholders in common with Prime.

Following the meetings of the boards of Prime and Torex, the parties finalized the terms of the Arrangement Agreement and ancillary documents. During the evening of July 27, 2025, the Arrangement Agreement and ancillary documents were finalized and executed. Prime and Torex issued a joint press release announcing the Arrangement prior to the opening of the TSX on July 28, 2025 and held a joint conference call including a question-and-answer session that morning.

Recommendation of the Special Committee

After careful consideration, including a thorough review of the Arrangement Agreement, the Fairness Opinion and other matters, and taking into account the best interests of the Company, and after consultation with management and its financial and legal advisors, the Special Committee unanimously determined that the Arrangement is in the best interests of the Company and is fair to the Shareholders. **Accordingly, the Special Committee unanimously recommended that the Board approve the Arrangement and the Arrangement Agreement and that the Board recommend that Securityholders vote <u>FOR</u> the Arrangement Resolution.**

In forming its recommendation, the Special Committee considered a number of factors, including, without limitation, the factors listed below under "*Reasons for the Arrangement*".

Recommendation of the Board

After careful consideration, including a thorough review of the Arrangement Agreement, the Fairness Opinion and other matters, and taking into account the best interests of the Company, and after consultation with management and its financial and legal advisors, and upon receipt of the unanimous recommendation of the Special Committee, the Board has unanimously determined that the Arrangement is in the best interests of the Company and is fair to the Shareholders. **Accordingly, the Board unanimously approved the Arrangement and the Arrangement Agreement and unanimously recommends that the Securityholders vote FOR the Arrangement Resolution.** Each Supporting Securityholder, including each director and officer of the Company and the Key Shareholder, intends to vote all of such Supporting Securityholder's Subject Securities **FOR** the Arrangement Resolution.

In forming its recommendation, the Board considered a number of factors, including, without limitation, the factors listed below under "*Reasons for the Arrangement*". The Board based its recommendation upon the totality of the information presented to and considered by it in light of the knowledge of the Board members of the business, financial condition and prospects of the Company and after taking into account the unanimous recommendation of the Special Committee, the Fairness Opinion and the advice of the Company's legal and other advisors and the advice and input of management of the Company.

Reasons for the Arrangement

In evaluating the Arrangement and reaching their conclusions and formulating their unanimous recommendations, the Special Committee and the Board gave careful consideration to the current and expected future business of Prime and the terms of the draft Arrangement Agreement, including the conditions precedent, representations and warranties and deal protections. **The following is a summary of the principal reasons for the unanimous recommendation of the Special Committee to the Board and the Board's unanimous recommendation that Securityholders vote FOR the Arrangement Resolution**:

- **Immediate and Significant Premium.** The Consideration represents a premium of 32.4% to the 30-day volume-weighted average price of the Prime Shares on the TSX as of July 25, 2025, the last trading day before the announcement of the Arrangement. Furthermore, the Consideration implies a premium of 18.5% to the closing price of the Prime Shares on the TSX as of July 25, 2025.

- **Participation in an Established, High-Quality, Gold and Copper Producer with Substantial Growth Potential.** The Arrangement provides Securityholders with (A) the opportunity to continue to participate in the future upside potential of the Los Reyes Project through their meaningful 10.7% equity ownership in Torex, (B) exposure to Torex's free cash flowing Morelos Complex, comprising of the producing El Limón Guajes and Media Luna mines along with the development stage EPO underground project, and (C) enhanced exploration upside through Torex's Morelos Property, in addition to a suite of early-stage exploration projects acquired by Torex on August 20, 2025.

- **De-Risking of Development of Los Reyes.** The Arrangement provides an opportunity to leverage Torex's Mexican expertise and strong technical capabilities for the development of the Los Reyes Project. Torex brings deep and recent expertise in discovering, permitting, building, and operating mines in Mexico, including the construction of the El Limón Guajes and Media Luna mines, which were completed by Torex largely on schedule with minimal deviations from their original budgets. Torex has an experienced Mexican permitting and project/construction team ready and available to advance the Los Reyes Project.

- **Enhanced Financial Strength.** The Arrangement provides Securityholders access to Torex's strong balance sheet, liquidity, and growing significant free cash flows from Media Luna. These strong financial resources are expected to support the advancement of the Los Reyes Project and eliminate financing and dilution risks to bring the project into production.

- **Enhanced Capital Markets Profile.** Torex has a market capitalization of approximately US$3.7 billion, enabling Shareholders to benefit from increased market presence, analyst coverage, investor demand, and trading liquidity.

- **Proven Leadership Team.** Upon completion of the Arrangement, management of Torex will continue to feature proven and experienced mining and business leaders at both the board and executive team levels, with a proven track record of maximizing shareholder value.

- **Business Climate and Review of Strategic Alternatives.** After consultation on the proposed Arrangement with the Company's financial and legal advisors, and after review of the current and prospective business climate in the precious metals industry and other strategic opportunities reasonably available to Prime, including continuation as an independent enterprise, and potential acquisitions and dispositions or other business combinations, in each case taking into account the potential benefits, risks and uncertainties associated with those other opportunities, the Special Committee and the Board believe that the Arrangement represents Prime's best prospect for maximizing shareholder value.

- **Fairness Opinion.** The Fairness Opinion states that, as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and scope of review set forth therein, the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded from the vote pursuant to Section 8.1(2) of MI 61-101) pursuant to the Arrangement, is fair, from a financial point of view, to such Shareholders. See "*The Arrangement – Fairness Opinion*".

- **Acceptance by Directors, Officers and Significant Shareholder**. Pursuant to the Support Agreements, the directors, officers and the Key Shareholder have agreed to vote all of their respective Subject Securities in favour of the Arrangement.

- **Ability to Respond to Unsolicited Superior Proposals**. Subject to the terms of the Arrangement Agreement, the Board will remain able to respond to any unsolicited *bona fide* written proposal that, having regard to all of its terms and conditions, if consummated in accordance with its terms, could reasonably be expected to lead to a Superior Proposal under the Arrangement Agreement.

- **Negotiated Transaction.** The Arrangement Agreement is the result of a comprehensive negotiation process with Torex that was undertaken by the Company and its legal and financial advisors with the oversight and participation of the Special Committee. The Arrangement Agreement includes terms and conditions that are reasonable in the judgment of the Board and the Special Committee.

- **Securityholder Approval.** The Arrangement Resolution must be approved by at least (i) 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, with each Prime Share entitling a Shareholder to one vote; (ii) 66⅔% of the votes cast on the Arrangement Resolution by Securityholders present in person or represented by proxy and entitled to vote at the Meeting, voting together as a single class, with each Prime Security entitling a Securityholder to one vote; and (iii) a simple majority of votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, voting as a single class, excluding those persons described in items (a) through (d) of Section 8.1(2) of MI 61-101, on the basis of one vote for each Prime Share held.

- **Court Approval.** The Arrangement must be approved by the Court, which will consider, among other things, the substantive and procedural fairness of the terms and conditions of the Plan of Arrangement to Securityholders.

- **Dissent Rights.** The terms of the Plan of Arrangement provide that Registered Shareholders have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their Dissenting Shares in accordance with the provisions of Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court. See "*The Arrangement – Dissenting Shareholders' Rights*" in this Circular for detailed information regarding the Dissent Rights of Registered Shareholders in connection with the Arrangement.

- **Deal Certainty.** The Purchaser's obligation to complete the Arrangement is subject to a limited number of conditions that the Board and the Special Committee believe, with the advice of the Company's legal and financial advisors, are reasonable in the circumstances. The Arrangement is not subject to a financing condition.

- **Deal Protections.** The Termination Fee, the Purchaser's right to match a Superior Proposal and other deal protection measures contained in the Arrangement Agreement are appropriate inducements to the Purchaser to enter into the Arrangement Agreement and the quantum of the Termination Fee of US$12.5 million is, in the view of the Board and the Special Committee, appropriate for a transaction of this nature.

The Special Committee and the Board also considered a number of potential issues and risks related to the Arrangement and the Arrangement Agreement, including, among others:

- the risks to Prime and Shareholders if the Arrangement is not completed, including the costs to Prime in pursuing the Arrangement and the diversion of Prime's management from the conduct of Prime's business in the ordinary course;

- the terms of the Arrangement Agreement in respect of restricting Prime from soliciting third parties to make an Acquisition Proposal and the specific requirements regarding what constitutes a Superior Proposal;

- the terms of the Arrangement Agreement that require the Company to conduct its business in the ordinary course and prevent the Company from taking certain specified actions, which may delay or prevent the Company from taking certain actions to advance its business pending consummation of the Arrangement;

- the fact that, following the Arrangement, the Company will no longer exist as an independent public company and the Prime Shares will be delisted from the TSX, the OTCQX and the Frankfurt Stock Exchange;

- the risk that the Torex Shares to be issued as Consideration under the Arrangement are based on a fixed Exchange Ratio and will not be adjusted based on fluctuations in the market value of the Prime Shares or Torex Shares;

- the risk that Required Regulatory Approvals may not be obtained in a timely manner and extend the restrictions on the conduct of the Company's business prior to the completion of the Arrangement, which could impact the Company's ability to engage in business opportunities that may arise pending completion of the Arrangement;

- the business, operations, assets, financial performance and condition, operating results and prospects of the Purchaser, including the long-term expectations regarding the Purchaser's operating performance;

- the Termination Fee payable to Torex under certain circumstances, including if Prime enters into an agreement with respect to a Superior Proposal; and

- the right of Torex to terminate the Arrangement Agreement under certain circumstances.

The above discussion of the information and factors considered by the Special Committee and the Board is not intended to be exhaustive, but is believed by the Special Committee and Board to include the material factors considered by the Special Committee and Board in their respective assessments of the Arrangement. In view of the wide variety of factors considered by the Special Committee and Board in connection with their respective assessments of the Arrangement, and the complexity of such matters, neither the Special Committee nor the Board considered it practical, nor did either of them attempt, to quantify, rank or otherwise assign relative weights to the foregoing factors that they each considered in reaching their respective decisions. In addition, in considering the factors described above, individual members of the Special Committee and the Board may have given different weights to various factors and may have applied different analyses to each of the material factors considered by the Special Committee and the Board.

The Special Committee and the Board's reasons for recommending the Arrangement include certain assumptions relating to forward-looking information and such information and assumptions are subject to various risks. This information should be read in light of the factors described under "*Management Information Circular – Cautionary Note Regarding Forward-Looking Statements*" and "*Risk Factors*", and in Appendix F, "*Information Concerning the Purchaser – Risk Factors*".

Fairness Opinion

In connection with the evaluation of the Arrangement, the Special Committee and the Board received and considered, among other things, the Fairness Opinion.

Pursuant to an engagement letter dated effective July 3, 2025, BMO was engaged by the Special Committee to provide the Special Committee and the Board with the Fairness Opinion. Under the terms of the engagement, BMO received a fixed fee for rendering the Fairness Opinion. The fees payable to BMO under the engagement letter are not contingent upon the conclusions reached by BMO in the Fairness Opinion, or upon the successful completion of the Arrangement or any other transaction. The Company has also agreed to reimburse BMO for reasonable out-of-pocket expenses and to indemnify BMO against certain liabilities.

On July 27, 2025, at the meeting of the Special Committee held to consider the Arrangement, BMO rendered an oral opinion, confirmed by delivery of a written opinion dated July 27, 2025 to the Special Committee and the Board to the effect that, as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and scope of review set forth therein, the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded from the vote pursuant to Section 8.1(2) of MI 61-101) pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders.

The full text of the Fairness Opinion is attached in Appendix E. This summary is qualified in its entirety by reference to the full text of such Fairness Opinion. BMO provided their opinion solely for the information and assistance of the Special Committee and the Board in connection with their consideration of the Arrangement and may not be relied upon by any other person. Except for the inclusion of the Fairness Opinion in its entirety and a summary thereof in this Circular, the Fairness Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without the prior written consent of BMO. The Fairness Opinion is not a recommendation as to how any Securityholder should vote or act on any matter relating to the Arrangement or any other matter.

In connection with the evaluation of the Arrangement, the Special Committee and the Board considered the Fairness Opinion, including the underlying financial analyses. As described under "*The Arrangement – Reasons for the Arrangement*", the Fairness Opinion was only one of many factors considered by the Special Committee and the Board in evaluating the Arrangement and should not be viewed as determinative of the views of the Special Committee or the Board with respect to the Arrangement or the Consideration to be received by Shareholders pursuant to the Arrangement. In assessing the Fairness Opinion, the Special Committee and the Board considered and assessed the independence of BMO.

Support Agreements

The Supporting Securityholders, being each of the directors and officers of the Company and the Key Shareholder, have entered into the Support Agreements with Torex pursuant to which they have agreed, among other things, to vote in favour of the Arrangement Resolution. As of the Record Date, the Supporting Securityholders hold a total of (i) 38,715,386 Prime Shares, representing approximately 23% of the outstanding Prime Shares, (ii) 5,387,449 Prime Options, representing approximately 82% of the outstanding Prime Options, (iii) 760,805 Prime RSUs, representing approximately 83% of the outstanding Prime RSUs, (iv) 1,844,818 Prime DSUs, representing 100% of the outstanding Prime DSUs, and (v) no Prime Warrants, for a total of approximately 26% of the outstanding Prime Securities that will have voting rights at the Meeting.

The following summarizes certain material provisions of the Support Agreements. This summary may not contain all of the information about the Support Agreements that may be important to Securityholders and is qualified in its entirety by reference to the forms of Support Agreements, which are available under the Company's profile on SEDAR+ at www.sedarplus.ca.

Covenants of the Supporting Securityholders

The Supporting Securityholders have agreed, subject to the terms of the Support Agreements, among other things:

(a) at any meeting of securityholders of the Company called to vote upon the Arrangement, or in any other circumstances under which any vote, consent or other approval with respect to the Arrangement is sought, to vote their respective Prime Shares, Prime Options, Prime RSUs, Prime DSUs and Prime Warrants, as applicable, including any Prime

Securities acquired after the date of the Support Agreements and any Prime Shares acquired upon exercise or settlement of Prime Options, Prime RSUs, Prime DSUs and Prime Warrants (collectively, the "**Subject Securities**"):

(i) in favour of the Arrangement Resolution, the transactions contemplated by the Arrangement Agreement and any other matter necessary for the consummation of the Arrangement; and

(ii) against any Acquisition Proposal and/or any matter that could reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Supporting Securityholder under the Support Agreements, or (B) materially delay, prevent, impede or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement or the Support Agreements;

(b) not to sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option, grant a security interest in or otherwise dispose of any right or interest in (including by way of deposit or tender under any take-over bid) any of the Subject Securities, or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), other than pursuant to the Arrangement or any other transactions contemplated by the Arrangement Agreement, without having first obtained the prior written consent of the Purchaser;

(c) to revoke any authorities granted pursuant to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling, voting instruction form or other voting document or agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind that may conflict or be inconsistent with the matters set forth in the Support Agreements;

(d) to not exercise any rights of dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement; and

(e) no later than ten (10) Business Days prior to the date of the Meeting, with respect to all of their Subject Securities, to deliver or cause to be delivered, a duly executed proxy or VIF, as applicable, causing their Subject Securities to be voted in favour of the Arrangement Resolution, and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.

In addition to the foregoing covenants, the Key Shareholder has agreed to certain non-solicitation covenants, including to (i) not solicit or knowingly facilitate, or engage in any discussions or negotiations with respect to any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal; and (ii) promptly notify the Purchaser of any Acquisition Proposal, or any inquiry, proposal, offer or request that could reasonably be expected to constitute or lead to an Acquisition Proposal, and keep the Purchaser fully informed on a current basis of the status of developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request.

Termination of the Support Agreements

The Support Agreements shall be automatically terminated on the earlier of:

(a) the Effective Time;

(b) the mutual written agreement of the applicable Supporting Securityholder and the Purchaser;

(c) termination by the Purchaser if (i) any of the representations and warranties of the applicable Supporting Securityholder in the Support Agreement are not true and correct in all material respects, or (ii) the applicable Supporting Securityholder has not complied with their covenants to the Purchaser in the Support Agreement in all material respects; or

(d) termination by the applicable Supporting Securityholder if any of the representations and warranties of the Purchaser in the Support Agreement or the Arrangement Agreement are not true and correct in all material respects.

Plan of Arrangement

The following description is a summary of the Plan of Arrangement and is qualified in its entirety by reference to the full text of the Plan of Arrangement, which is attached as Appendix B to this Circular.

At the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order, without any further authorization, act or formality:

(a) each Dissenting Share held by Dissenting Shareholders in respect of which Dissent Rights have been validly exercised (and the right of such Dissenting Shareholder to dissent with respect to such shares has not been terminated or ceased to apply with respect to such shares) shall, without any further act or formality on behalf of such Dissenting Shareholders, be deemed to have been transferred to the Company in consideration for a debt claim against the Company for the amount determined under Article 4 of the Plan of Arrangement, and

(i) such Dissenting Shareholders shall cease to be the holders of such Dissenting Shares and to have any rights as holders of such Dissenting Shares other than the right to be paid fair value for such Dissenting Shares as set out in Section 4.1 of the Plan of Arrangement;

(ii) such Dissenting Shareholders' names shall be removed as the holders of such Dissenting Shares from the register of the Prime Shares maintained by or on behalf of the Company; and

(iii) the Company shall be deemed to be the transferee of such Dissenting Shares free and clear of all Liens, and shall be entered in the register of the Prime Shares maintained by or on behalf of the Company;

(b) each Prime RSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Equity Incentive Plan or the Legacy LTIP, as applicable, or any other provision to which a Prime RSU may otherwise be subject, shall and shall be deemed to be immediately and unconditionally vested to the fullest extent, and shall be settled by Prime at the Effective Time in exchange for Prime Shares (less applicable withholdings) and such Prime Shares shall be transferred to the Purchaser for the Consideration, and each such Prime RSU shall be immediately cancelled;

(c) each Prime DSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Equity Incentive Plan or the Legacy LTIP, as applicable, or any other provision to which a Prime DSU may otherwise be subject, shall and shall be deemed to be immediately and unconditionally vested to the fullest extent, and shall be settled by Prime at the Effective Time in exchange for Prime Shares (less applicable withholdings) and such Prime Shares shall be transferred to the Purchaser for the Consideration, and each such Prime DSU shall be immediately cancelled;

(d) each outstanding Prime Share, including Prime Shares issued pursuant to paragraphs (b) and (c) above (other than Dissenting Shares held by any Dissenting Shareholders or Prime Shares held by the Purchaser or any of its affiliates) shall, without any further action by or on behalf of a holder of Prime Shares, be irrevocably assigned and transferred by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for the Consideration, and:

(i) the holders of such Prime Shares shall cease to be the holders of such Prime Shares and to have any rights as holders of such Prime Shares other than the right to receive the Consideration from the Purchaser in accordance with the Plan of Arrangement;

(ii) such holders' names shall be removed as the holders of such Prime Shares from the register of the Prime Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee and the legal and beneficial holder of such Prime Shares (free and clear of all Liens) and shall be entered as the registered holder of such Prime Shares in the register of the Prime Shares maintained by or on behalf of the Company;

(e) each Prime Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, will be deemed to be amended such that each Prime Option is immediately and unconditionally vested to the fullest extent, and shall remain outstanding in accordance with the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, subject to the following:

(i) upon exercise, such Prime Option shall entitle the Option Holder to receive, pursuant to the terms of the Prime Option and in accordance with the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, and this paragraph (e), such number of Torex Shares (rounded down to the nearest whole number) equal to: (A) the number of Prime Shares that were issuable upon exercise of such Prime Option immediately prior to the Effective Time, multiplied by (B) 0.060, at an exercise price per Torex Share (rounded up to the nearest whole cent) equal to the quotient determined by dividing: (X) the exercise price per Prime Share at which such Prime Option was exercisable immediately prior to the Effective Time, by (Y) 0.060; and

(ii) such Prime Option shall be exercisable until the earlier of (A) the original expiry date of the Prime Option; and (B) the date that is twelve (12) months following the Effective Time, and for greater certainty, such Prime Option shall not expire as a result of the Option Holder ceasing to be an Eligible Participant (as defined in the Omnibus Equity Incentive Plan).

The transfers, exchanges, amendments and cancellations provided for in Section 3.1 of the Plan of Arrangement will be deemed to occur at or following the Effective Time, notwithstanding certain procedures related thereto may not be completed until after the Effective Date.

In accordance with the terms of each of the Prime Warrants, each Warrant Holder shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Prime Warrants, in lieu of the Prime Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Torex Shares which the Warrant Holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement if, immediately prior to the Effective Date, such Warrant Holder had been the registered holder of the number of Prime Shares to which such holder would have been entitled if such Warrant Holder had exercised such Prime Warrants immediately prior to the Effective Time on the Effective Date. Each Prime Warrant shall continue to be governed by and be subject to the terms of the applicable warrant certificate, subject to any supplemental exercise documents issued by the Purchaser to holders of Prime Warrants to facilitate the exercise of the Prime Warrants and the payment of the corresponding portion of the exercise price with each of them. Warrant Holders are advised that the Torex Shares issuable upon the exercise of the Prime Warrants, if any, will be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and may be issued only pursuant to an effective registration statement or a then available exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States.

Effect of the Arrangement

On completion of the Arrangement, Torex will hold all Prime Shares and the Company will be a wholly owned subsidiary of Torex.

Effective Date of the Arrangement

If the Arrangement Resolution is passed with the Required Securityholder Approval, the Final Order is obtained, every other requirement of the BCBCA relating to the Arrangement is complied with and all other conditions disclosed below under "*The Arrangement Agreement — Conditions to Closing*" are satisfied or waived, the Arrangement will become effective on the Effective Date.

Exchange of Prime Securities

Letter of Transmittal

Registered Shareholders will have received a Letter of Transmittal with this Circular. In order to receive the Consideration, such Shareholders (other than the Dissenting Shareholders) must complete and sign the Letter of Transmittal enclosed with this

Circular and deliver it and the other documents required by it, including the physical certificates or copies of DRS Advices representing the Prime Shares held by them, to the Depositary in accordance with the instructions contained in the Letter of Transmittal. Beneficial Shareholders must contact their Intermediary for instructions and assistance in receiving the Consideration for their Prime Shares.

The Letter of Transmittal contains procedural information relating to the Arrangement and should be reviewed carefully. Registered Shareholders (other than the Dissenting Shareholders) can obtain additional copies of the Letter of Transmittal by contacting the Depositary at 1-800-564-6253 (Canada and the United States) or 1-514-982-7555 (International) or by e-mail at corporateactions@computershare.com. The Letter of Transmittal is also available on the Company's SEDAR+ profile at www.sedarplus.ca.

The Purchaser, in its absolute discretion, reserves the right to instruct the Depositary to waive or not to waive any and all defects or irregularities contained in any Letter of Transmittal or other document and any such waiver or non-waiver will be binding upon the affected Shareholders. The granting of a waiver to one or more Shareholders does not constitute a waiver for any other Shareholders. The Purchaser reserves the right to demand strict compliance with the terms of the Letter of Transmittal and the Arrangement. The method used to deliver the Letter of Transmittal and any accompanying certificate(s) or DRS Advice(s) representing Prime Shares is at the option and risk of the holder surrendering them, and delivery will be deemed effective only when such documents are actually received by the Depositary. The Company and the Purchaser recommend that the necessary documentation be hand delivered to the Depositary, and a receipt obtained therefor; otherwise the use of registered mail with an acknowledgment of receipt requested, and with proper insurance obtained, is recommended.

Exchange Procedure

On the Effective Date, each Former Shareholder (other than a Dissenting Shareholder) who has surrendered to the Depositary certificates or DRS Advices representing one or more outstanding Prime Shares shall, following completion of the transactions described above under the heading "*The Arrangement – Plan of Arrangement*", be entitled to receive, and the Depositary shall deliver to such Former Shareholder as soon as practicable following the Effective Time, certificates or DRS Advices representing the Consideration Shares that such Former Shareholder is entitled to receive in accordance with the terms of the Arrangement.

Upon surrender to the Depositary of a certificate or DRS Advice that, immediately before the Effective Time, represented one or more outstanding Prime Shares that were exchanged for the Consideration in accordance with the terms of the Arrangement, together with such other documents and instruments as would have been required to effect the transfer of the Prime Shares formerly represented by such certificate or DRS Advice under the terms of such certificate or DRS Advice, the BCBCA or the articles of the Company and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate or DRS Advice will be entitled to receive in exchange therefor, and the Depositary will deliver to such holder following the Effective Time, certificates or DRS Advices representing the Consideration Shares that such holder is entitled to receive in accordance with the terms of the Arrangement.

After the Effective Time and until surrendered, each certificate or DRS Advice that immediately prior to the Effective Time represented one or more Prime Shares following completion of the transactions described above under the heading "*The Arrangement – Plan of Arrangement*", shall be deemed at all times to represent only the right to receive in exchange therefor the Consideration that the holder of such certificate or DRS Advice is entitled to receive in accordance with the terms of the Arrangement.

Shareholders who hold Prime Shares registered in the name of an Intermediary should contact the Intermediary for instructions and assistance in providing details for registration and delivery of the Consideration to which the Beneficial Shareholder is entitled.

No dividend or other distribution declared or made after the Effective Time with respect to Torex Shares with a record date after the Effective Time will be delivered to the holder of any unsurrendered certificate or DRS Advice that, immediately prior to the Effective Time, represented outstanding Prime Shares unless and until the holder of such certificate or DRS Advice has complied with the provisions of the Arrangement as described in the foregoing paragraphs under the heading "*Exchange Procedure*" or under the heading "*Lost Certificates or DRS Advices*". Subject to applicable Law and to applicable withholding rights, at the time of such compliance, there will, in addition to the delivery of Consideration to which such holder is entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time that such holder is entitled with respect to such Torex Shares.

DRS Advice

Where Prime Shares are evidenced only by a DRS Advice, there is no requirement to first obtain a certificate for those Prime Shares or deposit with the Depositary any Prime Share certificate evidencing Prime Shares. Only a properly completed and duly executed Letter of Transmittal accompanied by the applicable DRS Advice is required to be delivered to the Depositary in order to surrender those Prime Shares under the Arrangement. Torex reserves the right if it so elects in its absolute discretion to instruct the Depositary to waive any defect or irregularity contained in any Letter of Transmittal received by it.

Treatment of Prime Options

Each Prime Option outstanding immediately prior to the Effective Time, whether vested or unvested, will be deemed to be amended such that each Prime Option is immediately and unconditionally vested and will remain outstanding in accordance with the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, except that upon exercise, such Prime Option shall entitle the Option Holder to receive, pursuant to the terms of the Prime Option, such number of Torex Shares (rounded down to the nearest whole number) equal to: (A) the number of Prime Shares that were issuable upon exercise of such Prime Option immediately before the Effective Time, multiplied by (B) 0.060, at an exercise price per Torex Share (rounded up to the nearest whole cent) equal to the quotient determined by dividing: (X) the exercise price per Prime Share at which such Prime Option was exercisable immediately prior to the Effective Time, by (Y) 0.060.

Each Prime Option (i) will be exercisable until the earlier of the original expiry date of such Prime Options and the date that is twelve (12) months following the Effective Time, and (ii) will not expire as a result of the Option Holder ceasing to be an Eligible Participant (as defined in the Omnibus Equity Incentive Plan).

Other than as set forth above, all other terms and conditions of the Prime Options, including the expiry date, conditions to and manner of exercising will be the same and will be governed by the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable.

Option Holders who are resident in the U.S. are advised that the Torex Shares issuable upon the exercise of the Prime Options, if any, will be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and may be issued only pursuant to an effective registration statement or a then available exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States. The Section 3(a)(10) Exemption does not exempt the issuance of Torex Shares upon the exercise of the Prime Options after the Effective Time. As a result, the Torex Shares issuable upon exercise of the Prime Options after the Effective Time may not be issued in reliance upon the Section 3(a)(10) Exemption and the Prime Options may only be exercised in the United States or by or for the account or benefit of a U.S. person after the Effective Time pursuant to an available exemption from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States or pursuant to a registration statement under the U.S. Securities Act.

Option Holders who intend to exercise vested Prime Options in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date.

Treatment of Prime RSUs and Prime DSUs

Each Prime RSU and Prime DSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Equity Incentive Plan or Legacy LTIP, as applicable, or any other provision to which a Prime RSU or Prime DSU may otherwise be subject, shall and shall be deemed to be immediately and unconditionally vested to the fullest extent, and shall be settled by Prime at the Effective Time in exchange for Prime Shares (less applicable withholdings). Such Prime Shares will be transferred to the Purchaser for the Consideration in accordance with the Plan of Arrangement, and each such Prime RSU and Prime DSU shall be immediately cancelled.

Adjustment of Prime Warrants

In accordance with the terms of each of the Prime Warrants, each Warrant Holder shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Prime Warrants, in lieu of the Prime Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Torex Shares which the

Warrant Holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement if, immediately prior to the Effective Date, such Warrant Holder had been the registered holder of the number of Prime Shares to which such holder would have been entitled if such Warrant Holder had exercised such Prime Warrants immediately prior to the Effective Time on the Effective Date.

Each Prime Warrant shall continue to be governed by and be subject to the terms of the applicable warrant certificate, subject to any supplemental exercise documents issued by the Purchaser to holders of Prime Warrants to facilitate the exercise of the Prime Warrants and the payment of the corresponding portion of the exercise price with each of them.

Warrant Holders who are resident in the U.S. are advised that the Torex Shares issuable upon the exercise of the Prime Warrants, if any, will be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and may be issued only pursuant to an effective registration statement or a then available exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States. The Section 3(a)(10) Exemption does not exempt the issuance of Torex Shares upon the exercise of the Prime Warrants after the Effective Time. As a result, the Torex Shares issuable upon exercise of the Prime Warrants after the Effective Time may not be issued in reliance upon the Section 3(a)(10) Exemption and the Prime Warrants may only be exercised in the United States or by or for the account or benefit of a U.S. person after the Effective Time pursuant to an available exemption from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States or pursuant to a registration statement under the U.S. Securities Act.

Lost Certificates or DRS Advices

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Prime Shares that were exchanged for Consideration pursuant to the Plan of Arrangement, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate the Consideration payable and deliverable in accordance with such holder's duly completed and executed Letter of Transmittal. When authorizing such payment and delivery in exchange for any lost, stolen or destroyed certificate, the person to whom such Consideration is to be paid and delivered shall as a condition precedent to the payment and delivery of such Consideration, give a bond satisfactory to the Purchaser and the Depositary (each acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Purchaser and the Company in a manner satisfactory to the Purchaser and the Company, each acting reasonably, against any claim that may be made against the Purchaser and the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

If a DRS Advice representing Prime Shares has been lost, stolen or destroyed, the holder can request a copy of the DRS Advice by contacting Odyssey Trust Company by phone: toll-free in Canada and the U.S. at 1-888-290-1175 or international at 1-587-885-0960, with no bond indemnity required and such copy of the DRS Advice should be deposited with the Letter of Transmittal.

Extinction of Rights

If any Shareholder fails to deliver to the Depositary, the certificate(s) or DRS Advice(s), documents or instruments required to be delivered to the Depositary in the manner described in this Circular on or before the date that is six (6) years after the Effective Date, then on such date: (a) such Former Shareholder will be deemed to have donated and forfeited to the Purchaser or its successor any Consideration held by the Depositary in trust for such former holder to which such former holder is entitled; and (b) any certificate representing Prime Shares formerly held by such Former Shareholder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to the Purchaser and will be cancelled. Neither the Company nor the Purchaser, nor any of their respective successors, will be liable to any person in respect of any Consideration (including any consideration previously held by the Depositary in trust for any such Former Shareholder) which is forfeited to the Company or the Purchaser or paid or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

No Fractional Shares to be Issued

No fractional Torex Shares shall be issued to the holders of Prime Securities. The number of Torex Shares to be issued to former holders of Prime Shares, Prime Options, Prime RSUs, Prime DSUs and/or Prime Warrants will be rounded down to the nearest whole Torex Share in the event that a former Securityholder is entitled to a fractional Torex Share and no person will be entitled to any compensation in respect of a fractional Torex Share.

Withholding Rights

The Company, the Purchaser and the Depositary, as applicable, will be entitled to deduct or withhold from any Consideration otherwise payable, issuable or otherwise deliverable to any Securityholder under the Plan of Arrangement (including, without limitation, any payments to Dissenting Shareholders), such amounts as the Company, the Purchaser or the Depositary, as the case may be, may reasonably determine is required to be deducted or withheld with respect to such amount otherwise payable or deliverable under any provision of Laws in respect of Taxes. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes hereof as having been paid to the person in respect of which such deduction or withholding was made on account of the obligation to make payment to such person under the Plan of Arrangement, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Authority by or on behalf of the Company, the Purchaser or the Depositary, as the case may be.

The Company, the Purchaser and the Depositary, as applicable, is authorized by the Plan of Arrangement to sell or otherwise dispose of such portion of any Consideration Shares or other security deliverable to such person as is necessary to provide sufficient funds to the Company, the Purchaser or the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement, and the Company, the Purchaser or the Depositary, as applicable, shall notify the holder thereof and remit the applicable portion of the net proceeds of such sale (after deduction of all fees, commissions or costs in respect of such sale) to the appropriate Governmental Authority and shall remit to such person any unapplied balance of the net proceeds of such sale. Any sale will be made at prevailing market prices and none of the Company, the Purchaser or the Depositary shall be under any obligation to obtain or indemnify any Securityholder in respect of a particular price for the Consideration Shares so sold. None of the Company, the Purchaser or the Depositary, as applicable, will be liable for any loss arising out of such sale.

Effects of the Arrangement on Shareholders' Rights

Shareholders receiving Torex Shares under the Arrangement will become shareholders of Torex. Torex is a corporation incorporated under the laws of the OBCA, and the Torex Shares are listed on the TSX under the symbol "TXG" and on the OTCQX under the symbol "TORXF". See Appendix I to this Circular for a summary comparison of the rights of Shareholders under the BCBCA and of Torex Shareholders under the OBCA.

Interests of Certain Persons in the Arrangement

In considering the Arrangement and the Board Recommendation, Securityholders be aware that certain directors and senior officers of the Company have certain interests that are, or may be, different from, or in addition to, the interests of other Securityholders generally, which may present them with actual or potential conflicts of interest in connection with the Arrangement. The Board is aware of these interests and considered them along with the other matters described above in "*The Arrangement – Reasons for the Arrangement*". These interests include those described below.

Prime Securities Held by Directors and Senior Officers of the Company

The table below sets out, for each director and senior officer of the Company, the number of Prime Securities beneficially owned or controlled or directed by each of them and their associates and affiliates that will be entitled to be voted at the Meeting, as of the Record Date.

Name and Position with the Company	Number of Prime Shares[(1)] (% of Class)[(2)]	Number of Prime Options[(1)] (% of Class)[(2)]	Number of Prime DSUs[(1)] (% of Class)[(2)]	Number of Prime RSUs[(1)] (% of Class)[(2)]	Number of Prime Warrants[(1)] (% of Class)
Murray John *Chairman and Director*	2,950,000 (1.76%)	80,000 (1.22%)	306,107 (16.59%)	Nil	Nil
Scott Hicks *Chief Executive Officer and Director*	852,906 (0.51%)	1,507,073 (23.00%)	Nil	278,452 (30.52%)	Nil
Ian Harcus *Chief Financial Officer*	233,169 (0.14%)	775,703 (11.84%)	Nil	192,793 (21.13%)	Nil

Name and Position with the Company	Number of Prime Shares[1] (% of Class)[2]	Number of Prime Options[1] (% of Class)[2]	Number of Prime DSUs[1] (% of Class)[2]	Number of Prime RSUs[1] (% of Class)[2]	Number of Prime Warrants[1] (% of Class)
Scott Smith *Executive Vice-President, Exploration*	43,169 (0.03%)	1,185,703 (18.10%)	Nil	192,793 (21.13%)	Nil
Indi Gopinathan *Vice President, Capital Markets & Business Development*	13,662 (0.01%)	388,970 (5.94%)	Nil	96,767 (10.61%)	Nil
Paul Sweeney *Director*	750,000 (0.45%)	75,000 (1.14%)	218,410 (11.84%)	Nil	Nil
Andrew Bowering *Director*	9,534,302 (5.70%)	75,000 (1.14%)	231,236 (12.53%)	Nil	Nil
Edie Hofmeister *Director*	6,500 (0.00%)	400,000 (6.10%)	218,410 (11.84%)	Nil	Nil
Marc Prefontaine *Director*	585,000 (0.35%)	75,000 (1.14%)	218,410 (11.84%)	Nil	Nil
Chantal Gosselin *Director*	382,700 (0.23%)	400,000 (6.10%)	218,410 (11.84%)	Nil	Nil
Kerry Sparkes *Director*	700,000 (0.42%)	425,000 (6.49%)	244,725 (13.27%)	Nil	Nil
Sunny Lowe *Director*	Nil	Nil	189,110 (10.25%)	Nil	Nil
Total[3]	**16,051,408**	**5,387,449**	**1,844,818**	**760,805**	**Nil**

Notes:

(1) Unless otherwise indicated, all securities are held directly.

(2) Percentages based on 167,402,325 Prime Shares, 6,552,449 Prime Options, 1,844,818 Prime DSUs and 912,212 Prime RSUs outstanding as of the Record Date. Rounded to the nearest hundredth of a percent.

(3) As a group, all current directors and senior officers beneficially own, directly or indirectly, or exercise control or direction over, as of the Record Date, a total of 24,044,480 Prime Securities, representing approximately 13.6% of the outstanding Prime Securities that will be entitled to vote at the Meeting. Pursuant to the Support Agreements, the directors and senior officers agreed with Torex to, among other things, vote or cause to be voted all such Prime Securities in favour of the Arrangement Resolution. See "*The Arrangement – Support Agreements*".

Prime Shares

As of the Record Date, the directors and senior officers of the Company beneficially own, control or direct, directly or indirectly, an aggregate of 16,051,408 Prime Shares that will be entitled to be voted at the Meeting, representing approximately 9.6% of the issued and outstanding Prime Shares as of the Record Date.

All of the Prime Shares owned or controlled by such directors and senior officers of the Company will be treated in the same manner under the Arrangement as Prime Shares held by any other Shareholder. If the Arrangement is completed, the directors and senior officers of the Company will receive as a group, an aggregate of approximately 963,083 Torex Shares in exchange for such Prime Shares held at the Effective Time.

Prime Options

As of the Record Date, the directors and senior officers of the Company hold Prime Options, exercisable for an aggregate of 5,387,449 Prime Shares, that will be entitled to be voted at the Meeting. These Prime Options have exercise prices ranging from C$1.08 to C$4.18 per Prime Share.

All of the Prime Options owned or controlled by such directors and senior officers of the Company will be treated in the same manner under the Arrangement as Prime Options held by any other Option Holder.

Prime RSUs

As of the Record Date, the directors and senior officers of the Company hold 760,805 Prime RSUs that will be entitled to be voted at the Meeting.

All of the Prime RSUs owned or controlled by such directors and senior officers of the Company will be treated in the same manner under the Arrangement as Prime RSUs held by any other RSU Holder. If the Arrangement is completed, the directors and senior officers of the Company are expected to receive, as a group, in exchange for the Prime RSUs outstanding at the Effective Time, and prior to the deduction of applicable withholdings, 45,647 Torex Shares.

Prime DSUs

As of the Record Date, the directors and senior officers of the Company hold 1,844,818 Prime DSUs that will be entitled to be voted at the Meeting.

All of the Prime DSUs owned or controlled by such directors and senior officers of the Company will be treated in the same manner under the Arrangement as Prime DSUs held by any other DSU Holder. If the Arrangement is completed, the directors and senior officers of the Company are expected to receive, as a group, in exchange for the Prime DSUs outstanding at the Effective Time, and prior to the deduction of applicable withholdings, 110,685 Torex Shares.

Prime Warrants

As of the Record Date, the directors and senior officers of the Company hold no Prime Warrants.

Employment Matters – Change of Control Payments

The Company has Employment Agreements that include change of control provisions in place with certain of the senior officers of the Company, being Scott Hicks, Scott Smith, Ian Harcus and Indi Gopinathan. The Arrangement will constitute a "change of control" for the purposes of the Employment Agreements, which may result in termination payments in certain circumstances:

- Scott Hicks: entitled to a lump sum severance payment equal to two times his base salary, plus his short term incentive plan ("**STIP**") bonus, calculated as two times the greater of (a) 70% of his base salary, and (b) the average of his prior two years' STIP bonuses, if he is terminated following and as a result of a change of control;

- Scott Smith: entitled to a lump sum severance payment equal to one and a half times his base salary, plus one and a half times his annual target STIP as a bonus payment, if he is terminated following and as a result of a change of control;

- Ian Harcus: entitled to a lump sum severance payment equal to one and a half times his base salary, plus one and a half times his annual target STIP as a bonus payment, if he is terminated following and as a result of a change of control; and

- Indi Gopinathan: entitled to a lump sum severance payment equal to one and a half times her base salary, plus one and a half times her annual target STIP as a bonus payment, if she is terminated following and as a result of a change of control.

The following table sets forth the estimated change of control payment payable to each senior officer assuming the Arrangement is completed on November 15, 2025:

Name and Position with the Company	**Estimated Change of Control Payment**
Scott Hicks *Chief Executive Officer and Director*	$1,400,800

Name and Position with the Company	Estimated Change of Control Payment
Scott Smith *Executive Vice-President, Exploration*	$653,822
Ian Harcus *Chief Financial Officer*	$568,620
Indi Gopinathan *Vice President, Capital Markets & Business Development*	$521,559

Accordingly, in the event all of the above provisions were to become triggered, the Company would be liable to the senior officers for lump sum severance cash payments aggregating approximately $3,144,801.

Insurance Indemnification of Directors and Officers of the Company

The Arrangement Agreement provides that, prior to the Effective Date, the Company may purchase prepaid non-cancellable "run off" policies of directors' and officers' liability insurance providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date with for coverage for a period of six (6) years following the Effective Date, provided that the cost of such policies shall not exceed 350% of the current annual premium for directors' and officers' liability policies currently maintained by the Company and its subsidiaries.

Required Securityholder Approval of the Arrangement

At the Meeting, pursuant to the Interim Order, Securityholders will be asked to approve the Arrangement Resolution. The complete text of the Arrangement Resolution to be presented to the Meeting is set forth in Appendix A to this Circular. Each Securityholder as at the Record Date will be entitled to vote on the Arrangement Resolution.

In order to become effective, the Arrangement Resolution must be approved by at least: (i) 66⅔% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, with each Prime Share entitling a Shareholder to one vote; (ii) 66⅔% of the votes cast on the Arrangement Resolution by Securityholders present in person or represented by proxy and entitled to vote at the Meeting, voting together as a single class, with each Prime Security entitling a Securityholder to one vote; and (iii) a simple majority of votes attached to Prime Shares held by Shareholders present in person or represented by proxy and entitled to vote at the Meeting excluding those votes attached to Prime Shares held or controlled by persons described in items (a) through (d) of Section 8.1(2) of MI 61-101.

The Arrangement Resolution must receive the Required Securityholder Approval in order for the Company to seek the Final Order and implement the Arrangement on the Effective Date in accordance with the terms of the Final Order.

Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions

The Company is a reporting issuer in British Columbia, Alberta and Ontario and, accordingly, is subject to MI 61-101. MI 61-101 is intended to regulate certain transactions to ensure equality of treatment among security holders, generally requiring enhanced disclosure, approval by a majority of security holders excluding interested parties and/or, in certain instances, independent valuations and approval and oversight of the transaction by a special committee of independent directors. The protections of MI 61-101 generally apply to "business combinations" (as defined in MI 61-101) that terminate the interests of security holders without their consent.

MI 61-101 provides that, in certain circumstances, where a "related party" (as defined in MI 61-101) of an issuer is entitled to receive a "collateral benefit" (as defined in MI 61-101) in connection with an arrangement transaction (such as the Arrangement), such transaction may be considered a "business combination" for the purposes of MI 61-101 and subject to "formal valuation" and "minority approval" requirements (each as defined in MI 61-101).

A "collateral benefit" (as defined in MI 61-101) includes any benefit that a related party of the Company (which includes the directors and senior officers of the Company) is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities or other

enhancement in benefits related to past or future services as an employee, director or consultant of the Company. However, such a benefit will not constitute a "collateral benefit" provided that certain conditions are satisfied.

Under MI 61-101, a benefit received by a related party of the Company is not considered to be a "collateral benefit" if the benefit is received solely in connection with the related party's services as an employee, director or consultant of the Company or an affiliated entity and (i) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the Arrangement, (ii) the conferring of the benefit is not, by its terms, conditional on the related party supporting the Arrangement in any manner, (iii) full particulars of the benefit are disclosed in the disclosure document for the transaction, and (iv) either (A) at the time the Arrangement was agreed to, the related party and its associated entities beneficially owned or exercised control or direction over less than 1% of the outstanding Prime Shares, or (B) (x) the related party discloses to an independent committee of the Company the amount of consideration that the related party expects it will be beneficially entitled to receive, under the terms of the Arrangement, in exchange for the Prime Shares beneficially owned by the related party, (y) the independent committee, acting in good faith, determines that the value of the benefit, net of any offsetting costs to the related party, is less than 5% of the value referred to in (B) (x), and (z) the independent committee's determination is disclosed in this Circular.

If a "related party" receives a "collateral benefit", directly or indirectly, as a consequence of the Arrangement, the Arrangement Resolution will also require "minority approval" in accordance with MI 61-101. If "minority approval" is required, the Arrangement Resolution must also be approved by a majority of the votes cast, excluding those votes beneficially owned, or over which control or direction is exercised, by the "related parties" of the Company who receive a "collateral benefit", directly or indirectly, as a consequence of the Arrangement, as well as any related parties and joint actors of such parties.

Directors and senior officers of the Company hold Prime Options, Prime RSUs and/or Prime DSUs. If the Arrangement is completed, all Prime Options, Prime RSUs and Prime DSUs will immediately and unconditionally vest, and such directors and senior officers holding Prime Options will be entitled to exercise such Prime Options for Torex Shares, and such directors and senior officers holding Prime RSUs and Prime DSUs will be entitled to receive Prime Shares upon settlement of such securities, and to receive the Consideration for their Prime Shares. In addition, Employment Agreements with certain senior officers provide that, if that senior officer's employment is terminated within a specified period of time in connection with a "change of control" of the Company, the senior officer would be entitled to receive compensation. See "*The Arrangement – Interests of Certain Persons in the Arrangement*". The accelerated vesting of Prime Options, Prime RSUs and Prime DSUs and the compensation payable pursuant to the Employment Agreements may be considered to be "collateral benefits" received by the applicable directors and senior officers of the Company for the purposes of MI 61-101. See "*The Arrangement – Plan of Arrangement*" and "*The Arrangement – Interests of Certain Persons in the Arrangement – Employment Matters – Change of Control Payments*" in this Circular.

Each of Scott Hicks, Scott Smith, Ian Harcus, Indi Gopinathan, Murray John, Andrew Bowering, Chantal Gosselin, Edie Hofmeister, Sunny Lowe, Marc Prefontaine, Kerry Sparkes and Paul Sweeney is a "related party" of the Company by virtue of his or her role as a director and/or senior officer of the Company. Other than Messrs. Hicks, John and Bowering, the senior officers and directors of the Company, and their associated entities, each beneficially own, or exercise control or direction over, less than 1% of the outstanding Prime Shares. Accordingly, such directors and officers will not be considered to have received a "collateral benefit" under MI 61-101.

Scott Hicks, Chief Executive Officer and a director of the Company, beneficially owns or exercises control or direction over more than 1% of the Prime Shares on a partially diluted basis (calculated in accordance with the provisions of MI 61-101) and, upon the completion of the Arrangement, will receive a change of control payment under the terms of the Employment Agreement (totaling approximately $1,400,800) which, together with the acceleration of 710,300 Prime Options and 278,452 Prime RSUs held by Mr. Hicks, represent a value that is greater than 5% of the value of the consideration Mr. Hicks will receive for his Prime Securities under the terms of the Arrangement. Accordingly, the benefit Mr. Hicks will receive as a result of the completion of the Arrangement constitutes a "collateral benefit" under MI 61-101, and any Prime Shares beneficially owned, or over which control or direction is exercised, directly or indirectly, by Mr. Hicks must be excluded for purposes of determining whether minority approval of the Arrangement Resolution has been obtained. As of the Record Date, Mr. Hicks holds, or exercises control or direction over, directly or indirectly, 852,906 Prime Shares (representing approximately 0.5%, on a non-diluted basis, of the outstanding Prime Shares entitled to be voted at the Meeting).

Murray John, Chairman and a director of the Company, beneficially owns or exercises control or direction over more than 1% of the Prime Shares on a partially diluted basis (calculated in accordance with the provisions of MI 61-101) and, upon the

completion of the Arrangement, will benefit from the acceleration of 306,107 Prime DSUs held by Mr. John, which represent a value that is greater than 5% of the value of the consideration Mr. John will receive for his Prime Securities under the terms of the Arrangement. Accordingly, the benefit Mr. John will receive as a result of the completion of the Arrangement constitutes a "collateral benefit" under MI 61-101, and any Prime Shares beneficially owned, or over which control or direction is exercised, directly or indirectly, by Mr. John must be excluded for purposes of determining whether minority approval of the Arrangement Resolution has been obtained. As of the Record Date, Mr. John holds, or exercises control or direction over, directly or indirectly 2,950,000 Prime Shares (representing approximately 1.8% of the outstanding Prime Shares, on a non-diluted basis, entitled to be voted at the Meeting).

Andrew Bowering, Executive Advisor and a director of the Company, beneficially owns or exercises control or direction over more than 1% of the Prime Shares on a partially diluted basis (calculated in accordance with the provisions of MI 61-101) and, upon the completion of the Arrangement, will benefit from the acceleration of 231,236 Prime DSUs held by Mr. Bowering, which represent a value that is less than 5% of the value of the consideration Mr. Bowering will receive for his Prime Securities under the terms of the Arrangement. The Special Committee, acting in good faith, confirmed this analysis and determined that the net cash value of the unvested Prime DSUs held by Mr. Bowering, net of any offsetting costs to Mr. Bowering, is less than 5% of the total amount of consideration that Mr. Bowering expects he will be beneficially entitled to receive pursuant to the terms of the Arrangement in exchange for the Prime Securities that he beneficially owns. Accordingly, the benefit Mr. Bowering will receive as a result of the completion of the Arrangement does not constitute a "collateral benefit" under MI 61-101, and any Prime Shares beneficially owned, or over which control or direction is exercised, directly or indirectly, by Mr. Bowering do not need to be excluded for purposes of determining whether minority approval of the Arrangement Resolution has been obtained.

As a result of the above, a total of 3,802,906 Prime Shares (representing approximately 2.3% of the outstanding Prime Shares, on a non-diluted basis, entitled to be voted at the Meeting), which are owned by Mr. Hicks and Mr. John, will be excluded for the purpose of determining whether the "minority approval" of the Arrangement Resolution has been obtained in accordance with MI 61-101.

See "*The Arrangement – Interests of Certain Persons in the Arrangement"* in this Circular for detailed information regarding the benefits and other payments to be received by each of the directors and senior officers in connection with the Arrangement.

If a "formal valuation" is required, MI 61-101 requires that, among other things, it shall be prepared by a valuator that is independent of all "interested parties" in the transaction and that has appropriate qualifications, that it shall include the valuator's opinion as to a value or range of values representing the fair market value of the subject matter of the valuation, and that it cover the affected securities for a business combination. The Company is not required to obtain and has not obtained a "formal valuation" under MI 61-101 as no "interested party" (as defined in MI 61-101) of the Company is (i) as a consequence of the Arrangement, directly or indirectly, acquiring the Company or its business or combining with the Company, through an amalgamation, arrangement or otherwise, whether alone or with "joint actors", or (ii) party to any "connected transaction" (as defined in MI 61-101) to the Arrangement that is a "related party transaction" (as defined in MI 61-101) for which the Company is required to obtain a "formal valuation" under MI 61-101.

Court Approval of the Arrangement

Interim Order

The Arrangement requires approval by the Court under Section 291 of the BCBCA. Prior to the mailing of this Circular, the Company obtained the Interim Order providing for the calling and holding of the Meeting, the Dissent Rights and other procedural matters. A copy of the Interim Order is attached as Appendix C to this Circular.

Final Order

Subject to the approval of the Arrangement Resolution by Securityholders at the Meeting, the Company intends to make an application to the Court for the Final Order approving the Arrangement. The application for the Final Order is expected to take place at the courthouse of the Court at 800 Smithe Street, Vancouver, British Columbia at 9:45 a.m. (Vancouver time) October 3, 2025, or as soon thereafter as counsel may be heard, or at any other date and time and by any other method as the Court may direct. A copy of the Petition and Notice of Hearing of Petition is set forth in Appendix D to this Circular.

The Court has broad discretion under the BCBCA when making orders with respect to the Arrangement. The Court will consider, among other things, the fairness and reasonableness of the terms and conditions of 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, the Company or the Purchaser may determine not to proceed with the Arrangement. Prior to the hearing on the Final Order, the Court will be informed that the Final Order will also constitute the basis for an exemption from registration under the U.S. Securities Act for the Consideration Shares to be issued under the Arrangement pursuant to the Section 3(a)(10) Exemption.

Pursuant to the Interim Order, any Securityholder or any other interested party who wishes to appear or be represented and to present evidence or arguments at that hearing of the application for the Final Order must file and serve a Response to Petition by no later than 12:00 p.m. (Vancouver time) on October 1, 2025, along with any other documents required, all as set out in the Interim Order and the Petition and Notice of Hearing of Petition, the text of which are set out in Appendix C and Appendix D to this Circular, respectively, and satisfy any other requirements of the Court. Such persons should consult with their legal advisors as to the necessary requirements. In the event that 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.

For further information regarding the Court hearing and your rights in connection with the Court hearing, see the form of Petition and Notice of Hearing of Petition attached at Appendix D to this Circular. The Petition and 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.

The Torex Shares to be issued pursuant to the Arrangement to have not been and will not be registered under the U.S. Securities Act or applicable securities laws of any state of the United States, and are being issued in reliance on the Section 3(a)(10) Exemption. The issuance of the Torex Shares shall be exempt from, or not subject to, the applicable securities laws of any state of the United States or "blue sky" laws. The Court has been advised that if the terms and conditions of the Arrangement and such issuance of Torex Shares are approved by the Court, the Company and Torex intend to rely upon the Final Order of the Court approving the Arrangement as a basis for the exemption from registration under the U.S. Securities Act for such issuance of Torex Shares under the Arrangement pursuant to the Section 3(a)(10) Exemption. Therefore, subject to the additional requirements of Section 3(a)(10), should the Court make a Final Order approving the Arrangement and such issuance of the Torex Shares, such Torex Shares issued pursuant to the Arrangement will be exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption.

Dissenting Shareholders' Rights

The following is a summary of the provisions of the BCBCA (as modified or supplemented by the Interim Order, the Plan of Arrangement and any other order of the Court) relating to a Shareholder's Dissent Rights in respect of the Arrangement Resolution. Such summary is not a comprehensive statement of the procedures to be followed by a Shareholder who seeks to exercise any Dissent Rights. This summary is qualified in its entirety by reference to the full text of Sections 237 to 247 of the BCBCA, which is attached as Appendix H to this Circular, as modified by the Plan of Arrangement, the Interim Order (which is attached at Appendix C to this Circular) and any other order of the Court. The Court hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein based on the evidence presented at such hearing.

The statutory provisions dealing with the right of dissent are technical and complex. Any Shareholder seeking to exercise his, her or its Dissent Rights should seek independent legal advice, as failure to strictly comply with the requirements set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court, may result in the loss of any right of dissent. Accordingly, each Shareholder who wishes to exercise Dissent Rights should carefully consider and comply with the provisions of Sections 237 to 247 of the BCBCA (as modified or supplemented by the Interim Order, the Plan of Arrangement and any other order of the Court) and consult a legal advisor.

Pursuant to the Interim Order, each Registered Shareholder may exercise Dissent Rights in respect of the Arrangement under Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and any other order of the Court. Registered Shareholders who duly and validly exercise such Dissent Rights and who:

- are ultimately entitled to be paid fair value for their Dissenting Shares (1) shall be deemed to not have participated in the Arrangement (other than as it relates to the treatment of Dissenting Shareholders); (2) shall be deemed to

have transferred and assigned their Dissenting Shares to Prime as of the Effective Time without any further act or formality and free and clear of all Liens; (3) will be entitled to be paid (subject to applicable withholdings) the fair value of such Dissenting Shares by Prime, which fair value, not withstanding anything to the contrary contained in the BCBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted at the Meeting; and (4) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Prime Shares; or

- for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-Dissenting Shareholder and will receive the Consideration on the same basis as every other non-Dissenting Shareholder;

but in no case will Prime, Torex, the Depositary or any other person be required to recognize a Dissenting Shareholder as a registered or beneficial holder of such Dissenting Shares or as having any interest therein (other than the Dissent Rights set out in Section 4.1 of the Plan of Arrangement) at or after the Effective Date, and the names of such Dissenting Shareholders will be deleted from the register of Prime in respect of such Dissenting Shares as of the Effective Time. Shareholders who vote, or who instruct a proxyholder to vote, Prime Shares beneficially owned by them in favour of the Arrangement Resolution shall not be entitled to exercise Dissent Rights with respect to any Prime Shares beneficially owned by them. None of the Option Holders, RSU Holders, DSU Holders or Warrant Holders may exercise rights of dissent.

Pursuant to Sections 237 to 247 of the BCBCA, every Registered Shareholder who duly and validly dissents from the Arrangement Resolution in strict compliance with Section 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court, will be entitled to be paid the fair value of the Dissenting Shares held by such Dissenting Shareholder determined as at the point in time immediately before the passing of the Arrangement Resolution.

A Shareholder who wishes to dissent with respect to Prime Shares of which the Shareholder is the beneficial owner must (i) dissent with respect to all of the Prime Shares, if any, of which the person is both the registered holder and beneficial owner, and (ii) cause each Registered Shareholder of any Prime Shares of which the person is a beneficial owner to dissent with respect to all of those Prime Shares.

Persons who are Beneficial Shareholders who wish to dissent with respect to their Prime Shares should be aware that only Registered Shareholders are entitled to dissent with respect to their Prime Shares. Beneficial Shareholders who wish to exercise Dissent Rights must arrange for the Registered Shareholder in whose name their Prime Shares are registered to deliver a Notice of Dissent (as defined below) on their behalf or, alternatively, take steps to have their Prime Shares re-registered in their names prior to the time for delivering a Notice of Dissent. A Registered Shareholder such as an Intermediary who holds Prime Shares as nominee for Beneficial Shareholders, some of whom wish to dissent, must exercise Dissent Rights on behalf of such Beneficial Shareholders with respect to the Prime Shares held for such Beneficial Shareholders, as described below.

A Registered Shareholder who wishes to dissent must ensure that a written notice of objection (a "**Notice of Dissent**") is received by Prime, c/o Blake, Cassels & Graydon LLP, Suite 3500 – 1133 Melville Street, Vancouver, British Columbia, V6E 4E5, Attention: Alexandra Luchenko by 4:00 p.m. (Vancouver time) on or before September 25, 2025 (or by 4:00 p.m. (Vancouver time) on the Business Day that is two Business Days immediately preceding the Meeting if it is not held on September 29, 2025), and such Notice of Dissent must strictly comply with the requirements of Section 242 of the BCBCA. Any failure by a Shareholder to fully comply may result in the loss of that holder's Dissent Rights.

The delivery of a Notice of Dissent does not deprive a Shareholder of the right to vote at the Meeting on the Arrangement Resolution; however, a Shareholder is not entitled to exercise Dissent Rights with respect to any Prime Shares beneficially owned by them if that Shareholder votes (or instructs a proxyholder to vote) any Prime Shares beneficially owned by them in favour of the Arrangement Resolution. A vote against the Arrangement Resolution, whether in person or by proxy, does not constitute a Notice of Dissent.

A Registered Shareholder that wishes to exercise Dissent Rights must prepare a separate Notice of Dissent for himself, herself, or itself if dissenting on his, her or its own behalf, and for each other person who beneficially owns Prime Shares registered in the Registered Shareholder's name and on whose behalf the Registered Shareholder is dissenting, and must dissent with respect to all of the Prime Shares registered in his, her or its name beneficially owned by the Beneficial Shareholder on whose behalf he,

she or it is dissenting. The Notice of Dissent must set out the number of Prime Shares in respect of which the Notice of Dissent is being sent (the "**Notice Shares**") and:

- if such Notice Shares constitute all of the Prime Shares of which the holder is the registered and beneficial owner and the holder owns no other Prime Shares beneficially, a statement to that effect;

- if such Notice Shares constitute all of the Prime Shares of which the holder is both the registered and beneficial owner, but the holder owns additional Prime Shares beneficially, a statement to that effect and the names of the registered holders of Prime Shares, the number of Prime Shares held by each such holder and a statement that written Notices of Dissent are being or have been sent with respect to such other Prime Shares; or

- if the Dissent Rights are being exercised by a registered holder of Prime Shares on behalf of a beneficial owner of Prime Shares who is not the registered holder, a statement to that effect and the name and address of the beneficial holder of the Prime Shares and a statement that the registered holder is dissenting with respect to all Prime Shares of the beneficial holder registered in such registered holder's name.

It is a condition to Torex's obligation to complete the Arrangement that persons holding no more than 5% of the issued and outstanding Prime Shares shall have validly exercised Dissent Rights (and not withdrawn such exercise). Each of the Supporting Securityholders has agreed to waive his or her Dissent Rights as a holder of Prime Shares.

If the Arrangement Resolution is approved by the Required Securityholder Approval and if Prime notifies the registered holder of Notice Shares of the Company's intention to act upon the Arrangement Resolution, the holder, if he, she or it wishes to proceed with the dissent, is required, within one month after Prime gives such notice, to send to Prime the certificates (if any) representing the Notice Shares and a written statement that requires Prime to purchase all of the Notice Shares (including a written statement prepared in accordance with Section 244(1)(c) of the BCBCA if the dissent is being exercised by a Registered Shareholder on behalf of a Beneficial Shareholder), whereupon, subject to the provisions of the BCBCA relating to the termination of Dissent Rights, the Shareholder becomes a Dissenting Shareholder, and is bound to sell, and Torex is bound to purchase, those Prime Shares. Such Dissenting Shareholder may not vote or exercise or assert any rights of a Shareholder in respect of such Notice Shares, other than the rights set forth in Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement, Interim Order and any other order of the Court.

The Dissenting Shareholder and Prime may agree on the payout value of the Notice Shares; otherwise, either party may apply to the Court to determine the fair value of the Notice Shares. There is no obligation on Prime or Torex to make an application to the Court. After a determination of the payout value of the Notice Shares, Torex must then promptly pay that amount to the Dissenting Shareholder. There can be no assurance that the amount a Dissenting Shareholder may receive as fair value for its Prime Shares will be more than or equal to the Consideration under the Arrangement. It should be noted that an investment banking opinion as to the fairness, from a financial point of view, of the consideration payable in a transaction such as the Arrangement is not an opinion as to fair value under the BCBCA.

In no circumstances will Prime, Torex, the Depositary or any other person be required to recognize a person as a Dissenting Shareholder (i) unless such person is the registered holder of the Prime Shares in respect of which Dissent Rights are purported to be exercised immediately prior to the Effective Time of the Arrangement; and (ii) unless such person has strictly complied with the procedures for exercising Dissent Rights set out in Sections 237 to 247 of the BCBCA (as modified by the Plan of Arrangement, Interim Order and any other order of the Court) and does not withdraw such person's Notice of Dissent prior to the Effective Time of the Arrangement.

Dissent Rights with respect to Notice Shares will terminate and cease to apply to the Dissenting Shareholder if, before full payment is made for the Notice Shares, the Arrangement in respect of which the Notice of Dissent was sent is abandoned or by its terms will not proceed, the Arrangement Resolution does not pass, a court permanently enjoins or sets aside the corporate action approved by the Arrangement Resolution, the Dissenting Shareholder votes in favour of the Arrangement Resolution, or the Dissenting Shareholder withdraws the Notice of Dissent with Prime's written consent. If any of these events occur, Prime must return the share certificates representing the Prime Shares to the Dissenting Shareholder and the Dissenting Shareholder regains the ability to vote and exercise its rights as a Shareholder.

If a Dissenting Shareholder fails to strictly comply with the requirements of the Dissent Rights set out in the Interim Order, it will lose its Dissent Rights, Prime will return to the Dissenting Shareholder the certificates representing the Notice Shares that were delivered to Prime, if any, and if the Arrangement is completed, that Dissenting Shareholder will be deemed to have participated in the Arrangement on the same terms as a Shareholder.

The discussion above is only a summary of the Dissent Rights, which are technical and complex. A Shareholder who intends to exercise Dissent Rights should carefully consider and comply with the provisions of Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and any other order of the Court.

Prime suggests that any Shareholder wishing to avail themselves of the Dissent Rights seek their own legal advice as failure to strictly comply with the requirements set forth in Sections 237 to 247 of the BCBCA (as modified by the Interim Order, the Plan of Arrangement and any other order of the Court) may result in the loss of any right of dissent. Shareholders should note that the exercise of Dissent Rights can be a complex, time-consuming and expensive process. For a general summary of certain income tax implications to a Dissenting Shareholder, see "*Certain Canadian Federal Income Tax Considerations*" and "*Certain United States Federal Income Tax Consequences of the Arrangement*".

Stock Exchange Delisting and Reporting Issuer Status

It is anticipated that the Prime Shares will be delisted from the TSX, the OTCQX and the Frankfurt Stock Exchange within two to three Business Days following the completion of the Arrangement. Following the Effective Date, it is expected that the Purchaser will cause the Company to apply to cease to be a reporting issuer under the securities legislation of each of the provinces in Canada under which it is currently a reporting issuer (or equivalent) or take or cause to be taken such other measures as may be appropriate to ensure that the Company is not required to prepare and file continuous disclosure documents.

Regulatory and Securities Law Matters

Stock Exchange and Other Regulatory Approvals

The completion of the Arrangement is subject to the receipt of the Required Regulatory Approvals.

Other than the Required Regulatory Approvals, Prime 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 are determined to be required, such approvals or consents will be sought. 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 that are determined to be required will be obtained, Prime currently anticipates that any such consents and approvals that are determined to be required will have been obtained or otherwise resolved by the Effective Date. Subject to receipt of the Required Securityholder Approval at the Meeting, receipt of the Final Order and the COFECE Approval (see "*COFECE Approval*" below), and the satisfaction or waiver of all other conditions specified in the Arrangement Agreement, the Effective Date is expected to be in H2 2025.

TSX Conditional Approval

On August 22, 2025, the TSX conditionally approved the Arrangement, as well as the listing of the Consideration Shares to be issued under the Arrangement and the Torex Shares issuable upon the exercise of the Prime Options and Prime Warrants after completion of the Arrangement, subject to filing certain documents following the closing of the Arrangement. Also on August 22, 2025, the TSX conditionally approved the delisting of the Prime Shares following completion of the Arrangement (which is expected to occur within two to three Business Days following the closing of the Arrangement), subject to the delivery of certain documentation to the TSX.

COFECE Approval

Under the Mexican Antitrust Law, there are certain monetary thresholds which trigger the obligation of economic agents to notify concentrations with COFECE and for such concentrations to be approved before they are consummated. Transactions subject to the COFECE authorization that close before obtaining such authorization shall have no legal effect and the parties thereon will

be subject to fines. In the event of transactions that trigger a filing obligation, the Parties must condition the closing of such a transaction on obtaining COFECE's authorization.

For purposes of the Mexican Antitrust Law, "concentration" is defined as any merger, acquisition of control or any transaction the result of which is the merger of corporations, companies, associations, shares, equity interests, trusts or assets in general, executed among competitors, suppliers, clients or any other economic agent.

In certain cases, an expedited review process may be available from COFECE. However, the Arrangement does not qualify for this expedited process.

The steps to obtain the COFECE authorization, in accordance with Article 89 and 90 of the Mexican Antitrust Law, are substantially as follows:

(a) the Parties must submit the pre-merger notice and all relevant accompanying documents before COFECE;

(b) if, in COFECE's opinion, the information delivered by the Parties is incomplete (which opinion is discretionary), COFECE may request, within ten business days following the filing, the Parties to provide any information and documentation that COFECE considers is missing pursuant to Article 89 of the Mexican Antirust Law (Request for Basic Information);

(c) thereafter, the Parties have ten business days to submit any missing information to COFECE. The Parties may request extensions to provide a response to the Request for Basic Information;

(d) if the Parties fail to timely submit the complete requested information, COFECE will declare, within ten business days, that the pre-merger notice was not duly filed, and the pre-merger notice will be dismissed. This would require the Parties to restart the process and pay the filing fees again;

(e) once the filing is deemed to include all necessary documents and information required by Article 89 of the Mexican Antitrust Law, COFECE may request, in its sole discretion, any additional information within 15 business days thereof (Request for Additional Information);

(f) the Parties must submit any additional information requested by COFECE within 15 business days following receipt of the Request for Additional Information. The Parties may request extensions to provide a response to the Request for Additional Information;

(g) if COFECE believes that the transaction poses any antitrust concerns, it shall notify the Parties thereof at least ten business days prior to the date on which the matter will be listed for discussion by COFECE's Plenum. The Parties shall have ten business days to submit remedies or actions to address COFECE's concerns;

(h) if the Parties identify from the beginning that the transaction may pose antitrust concerns, the Parties may include proposed remedies or actions that favour free market and open economic competition, as part of their initial notice (e.g., excluding certain regions or certain business segments from the scope of the proposed transaction). Prior to issuing its decision, COFECE may also request the Parties to submit for its approval such remedies or actions. In any case, if the proposed remedies or actions are submitted during the review process, all time periods for processing the filing will start again as of the date of submission of the proposed mitigating actions;

(i) COFECE shall issue its decision no later than 30 business days following the date when the submission is deemed complete. That is, (A) as of the date of the submission of the pre-merger notice in case no requests for information are issued; or (B) the date on which the Parties respond to the Request for Basic Information and no Request for Additional Information is issued; or (C) the date on which the Parties respond to the Request for Additional Information. This term may be extended for 40 additional business days in complex transactions. Note that COFECE has discretionary authority to request additional documentation as many times as it deems necessary to complete its analysis;

(j) if COFECE does not issue a formal decision within such 30 business days and the review period was not extended, the transaction will be deemed authorized. However, the Parties may request a formal confirmation from COFECE; and

(k) COFECE may authorize, object or condition the transaction to certain remedies or actions.

The Parties have filed a notification to COFECE with respect to the transactions contemplated by the Arrangement Agreement. As of the date of this Circular, the review of the transactions contemplated by the Arrangement Agreement by COFECE is ongoing and the COFECE Approval required under the Arrangement Agreement has not yet been obtained.

Canadian Securities Law Matters

Each Shareholder is urged to consult with their professional advisors to determine the Canadian conditions and restrictions applicable to trades in the Torex Shares issued pursuant to the Arrangement.

Status under Canadian Securities Laws

Prime is a reporting issuer in British Columbia, Alberta and Ontario. The Prime Shares currently trade on the TSX, the OTCQX and the Frankfurt Stock Exchange. Pursuant to the Arrangement, Prime will become a wholly-owned subsidiary of Torex. Following the Arrangement, the Prime Shares will be delisted from the TSX, the OTCQX and the Frankfurt Stock Exchange (delisting is anticipated to be effective within two or three Business Days following the Effective Date) and Torex expects to apply to the applicable Canadian securities regulators to have Prime cease to be a reporting issuer in the applicable jurisdictions in Canada.

Torex is a reporting issuer in all provinces and territories of Canada. The Torex Shares currently trade on the TSX and the OTCQX. Torex is expected to continue to be a reporting issuer in all provinces and territories of Canada upon completion of the Arrangement.

Distribution and Resale of Torex Shares under Canadian Securities Laws

The distribution of the Torex Shares pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian Securities Laws. The Torex Shares received pursuant to the Arrangement will not be legended and may be resold through registered dealers in each of the provinces of Canada provided that (i) the trade is not a "control distribution" as defined in NI 45-102, (ii) no unusual effort is made to prepare the market or to create a demand for the Torex Shares, as the case may be, (iii) no extraordinary commission or consideration is paid to a person or company in respect of such trade, and (iv) if the selling security holder is an insider or officer of Torex, the selling security holder has no reasonable grounds to believe that Torex is in default of Canadian Securities Laws.

United States Securities Law Matters

The following discussion is a general overview of certain requirements of U.S. Securities Laws that may be applicable to Shareholders, Warrant Holders and Option Holders in the United States (together, "U.S. Securityholders"). All U.S. Securityholders are urged to consult with their own legal counsel to ensure that any subsequent resale of Torex Shares to be received pursuant to the Arrangement, or the resale of Torex Shares to be received upon exercise of the Prime Options and/or Prime Warrants, complies with applicable U.S. Securities Laws.

The following discussion does not address the Canadian Securities Laws that will apply to the issue and resale of Torex Shares within Canada. Securityholders reselling their Torex Shares in Canada must comply with Canadian Securities Laws, as outlined elsewhere in this Circular.

Each of Prime and Torex is a "foreign private issuer" as defined in Rule 3b-4 under the U.S. Exchange Act.

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

The Torex Shares to be issued to Securityholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or applicable securities laws of any state of the United States and will be issued and exchanged in reliance upon the Section 3(a)(10) Exemption and exemptions provided under the securities laws of each state of the United States in which U.S. Securityholders reside. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more *bona fide* outstanding securities from the registration requirements under the U.S. Securities Act where

the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the substantive and procedural fairness of the terms and conditions of the Arrangement will be considered. Accordingly, the Final Order will, if granted, constitute a basis for the Section 3(a)(10) Exemption with respect to the Torex Shares to be issued to Securityholders pursuant to the Arrangement.

Resales of Torex Shares After the Effective Date

The Torex Shares to be received by Shareholders, RSU Holders and DSU Holders in exchange for their Prime Shares pursuant to the Arrangement (which, for avoidance of doubt, does not include any Torex Shares issuable upon exercise of the Prime Options and/or Prime Warrants after the Effective Date), will be freely tradeable under the U.S. Securities Act, except by persons who are "affiliates" (as defined in Rule 144 under the U.S. Securities Act) of Torex after the Effective Date, or were "affiliates" of Torex within 90 days prior to the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that directly or indirectly through one or more intermediaries control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer.

Any resale of Torex Shares by such a Torex "affiliate" or person who has been a Torex "affiliate" within 90 days prior to the Effective Date, will be subject to certain restrictions on resale imposed by the U.S. Securities Act, and the Torex Shares may not be resold in the absence of registration under the U.S. Securities Act or an exemption from such registration, if available, such as the exemption provided under Rule 144 under the U.S. Securities Act or the safe harbor provided by Rule 904 of Regulation S.

Resales by Affiliates Pursuant to Rule 144 under the U.S. Securities Act

In general, pursuant to Rule 144 under the U.S. Securities Act, persons who are "affiliates" (as defined in Rule 144 under the U.S. Securities Act) of Torex after the Effective Date, or were "affiliates" of Torex within 90 days prior to the Effective Date, will be entitled to sell, during any three-month period, those Torex Shares that they receive pursuant to the Arrangement, provided that the number of such securities sold does not exceed the greater of 1% of the then outstanding securities of such class or, if such securities are listed on a United States securities exchange and/or reported through the automated quotation system of a U.S. registered securities association, the average weekly trading volume of such securities during the four calendar week period preceding the date of sale, subject to specified restrictions on manner of sale requirements, aggregation rules, notice filing requirements and the availability of current public information about the issuer required under Rule 144 under the U.S. Securities Act. Persons who are "affiliates" after the Arrangement will continue to be subject to the resale restrictions described in this paragraph until three months after they cease to be "affiliates" of Torex.

Resales by Affiliates Pursuant to Regulation S

In general, pursuant to Regulation S, if at the Effective Date, Torex is a "foreign private issuer" (as defined in Rule 3b-4 under the U.S. Exchange Act), persons who are "affiliates" (as defined in Rule 144 under the U.S. Securities Act) of Torex after the Effective Date, or were "affiliates" of Torex within 90 days prior to the Effective Date, solely by virtue of their status as an executive officer or director of Torex, may sell their Torex Shares outside the United States in an "offshore transaction" (which would include a sale through the TSX, if applicable) if none of the seller, an "affiliate" (as defined in Rule 144 under the U.S. Securities Act) of the seller or any person acting on their behalf engages in "directed selling efforts" in the United States with respect to such securities and provided that no selling concession, fee or other remuneration is paid in connection with such sale other than the usual and customary broker's commission that would be received by a person executing such transaction as agent. For purposes of Regulation S, "directed selling efforts" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered. Also, for purposes of Regulation S, an offer or sale of securities is made in an "offshore transaction" if the offer is not made to a person in the United States and either (a) at the time the buy order is originated, the buyer is outside the United States, or the seller reasonably believes that the buyer is outside of the United States, or (b) the transaction is executed in, on or through the facilities of a "designated offshore securities market" (which would include a sale through the TSX), and neither the seller nor any person acting on its behalf knows that the transaction has been pre-arranged with a buyer in the United States. Certain additional restrictions set forth in Rule 903 of Regulation S are applicable to sales outside the United States by holders of Torex Shares who

are "affiliates" of Torex after the Effective Date, or were "affiliates" of Torex within 90 days prior to the Effective Date, other than by virtue of their status as an officer or director of Torex.

Exercise of Prime Options and Prime Warrants after the Effective Time

The Section 3(a)(10) Exemption does not exempt the issuance of securities upon the exercise of the Prime Options or Prime Warrants after the Effective Time. As a result, the Prime Options and Prime Warrants may not be exercised in the United States or by or for the account or benefit of a U.S. person, nor may Torex Shares be issued upon such exercise, unless pursuant to an available exemption from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States or pursuant to a registration under such laws. Prior to the issuance of any Torex Shares pursuant to any such exercise of Prime Options or Prime Warrants after the Effective Time, if any, Torex may require evidence (which may include an opinion of counsel of recognized standing) reasonably satisfactory to Torex to the effect that the issuance of such Torex Shares does not require registration under the U.S. Securities Act or applicable securities laws of any state of the United States.

Torex Shares received upon exercise of Prime Options or Prime Warrants after the Effective Time, if any, by or for the account or benefit of a U.S. person or a person in the United States, will be "restricted securities", as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be resold unless such Torex Shares are registered under the U.S. Securities Act and all applicable state securities laws or unless an exemption or exclusion from such registration requirements is available. Subject to certain limitations as noted above, any Torex Shares issuable upon the exercise of Prime Options or Prime Warrants may be resold outside the United States pursuant to Regulation S in an "offshore transaction" (as such term is defined in Regulation S).

THE ARRANGEMENT AGREEMENT

The Arrangement will be carried out pursuant to the Arrangement Agreement and the Plan of Arrangement. The following is a summary of the principal terms of the Arrangement Agreement and does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement, which is incorporated by reference herein and has been filed by the Company under its SEDAR+ profile at www.sedarplus.ca and to the Plan of Arrangement, which is attached hereto as Appendix B. Capitalized terms used but not otherwise defined herein have the meanings set out in the Arrangement Agreement and the Plan of Arrangement.

Conditions to Closing

The implementation of the Arrangement is subject to a number of conditions being satisfied or waived by the Company and the Purchaser, as applicable, at or prior to the Effective Date, including the following:

(a) *Required Securityholder Approval*: the Arrangement Resolution will have been approved by the Securityholders at the Meeting in accordance with the Interim Order and applicable Laws;

(b) *Court Approval*: each of the Interim Order and Final Order will have been obtained in form and substance satisfactory to each of the Company and the Purchaser, each acting reasonably, and will not have been set aside or modified in any manner unacceptable to either the Company or the Purchaser, each acting reasonably, on appeal or otherwise;

(c) *Required Regulatory Approvals*: the Required Regulatory Approvals will have been obtained;

(d) *No Prohibiting Laws*: no Law will have been enacted, issued, promulgated, enforced, made, entered or applied and no Proceeding will otherwise have been taken under any Laws or by any Governmental Authority (whether temporary, preliminary or permanent) that makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement;

(e) *Consideration Shares*: the Consideration Shares to be issued pursuant to the Arrangement shall be exempt from the prospectus and registration requirements of applicable Securities Laws by virtue of applicable exemptions under Securities Laws and there shall be no resale restrictions on such Consideration Shares under the applicable Securities Laws, except in respect of those holders who are subject to restrictions on resale as a result of being a "control person" under applicable Securities Laws; and

(f) *No Termination*: the Arrangement Agreement shall not have been terminated in accordance with its terms.

Completion of the Arrangement Agreement is subject to a number of additional conditions precedent, which are for the exclusive benefit of the Purchaser and may be waived by the Purchaser. The conditions include, among other things:

(a) *Company Covenants*: the Company will have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) *Company Representations*: certain fundamental representations and warranties of the Company will be true and correct in all respects as of the Effective Date and all other representations and warranties of the Company will be true and correct in all material respects as of the Effective Date, subject to certain qualifications;

(c) *No Company Material Adverse Effect*: there shall not have occurred a Material Adverse Effect in respect of the Company;

(d) *Dissenting Shares*: Dissent Rights shall not have been validly exercised in connection with the Arrangement by holders of more than 5% of the Prime Shares then outstanding; and

(e) *No Proceedings*: there shall not be pending any Proceeding by any Governmental Authority that is reasonably likely to result in any (i) prohibition on the acquisition by the Purchaser of the Prime Shares or the completion of the Arrangement, (ii) prohibition on the ownership by the Purchaser of the Company or any material portion of its assets or business; or (iii) imposition of material limitations on the ability of the Purchaser to acquire or hold, or exercise full rights of ownership of, the Prime Shares, including the right to vote such Prime Shares.

Completion of the Arrangement Agreement is also subject to number of additional conditions precedent, which are for the exclusive benefit of the Company and may be waived by the Company. The conditions include, among other things:

(a) *Purchaser Covenants*: the Purchaser will have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) *Purchaser Representations*: certain fundamental representations and warranties of the Purchaser will be true and correct in all respects as of the Effective Date, and all other representations and warranties of the Purchaser will be true and correct in all material respects as of the Effective Date, subject to certain qualifications;

(c) *No Purchaser Material Adverse Effect*: there shall not have occurred a Material Adverse Effect in respect of the Purchaser; and

(d) *Deposit of Consideration*: the Purchaser will have deposited the Consideration Shares with the Depositary in escrow in accordance with the Arrangement Agreement and the Depositary will have confirmed receipt of same.

Mutual Covenants

Each of the Parties has given usual and customary mutual covenants for an agreement of the nature of the Arrangement, including, among other things, to use commercially reasonable efforts to:

(a) satisfy the conditions precedents (to the extent the same is within its control) under the Arrangement Agreement;

(b) not take or cause to be taken any action which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent, significantly impede or materially delay the completion of the Arrangement; and

(c) execute and do all acts, further deeds, things and assurances as may be required in the reasonable opinion of the other Party's legal counsel to permit the completion of the Arrangement.

Covenants of the Company Regarding the Conduct of Business

The Company has given, in favour of the Purchaser, usual and customary covenants for an agreement of the nature of the Arrangement. The Company has covenanted and agreed that, during the period from the date of the Arrangement Agreement until the earlier of the Effective Date and the time at which the Arrangement Agreement is terminated in accordance with its terms, except as (i) expressly permitted or specifically contemplated by the Arrangement Agreement; (ii) as required by applicable Law; or (iii) the Purchaser otherwise consents in writing, the Company will, and will cause each of its subsidiaries to, conduct its business only in the ordinary course of business, comply with the terms of all Material Company Contracts, and use commercially reasonable efforts to maintain and preserve intact its business organizations, assets, properties, rights, goodwill and business relationships consistent with past practice and keep available the services of the Company Employees and Company Contractors.

Without limiting the generality of the foregoing, the Company will not, and will not permit any of its subsidiaries to, directly or indirectly:

(a) alter or amend the articles, charter, by-laws or other constating documents of the Company or any of its subsidiaries;

(b) declare, set aside or pay any dividend on or make any distribution or payment or return of capital in respect of any equity securities of the Company or any of its subsidiaries;

(c) reduce the stated capital or split, divide, consolidate, combine, reclassify, or undertake any capital reorganization of the Prime Shares or any other securities of the Company or any of its subsidiaries;

(d) issue, grant, sell or pledge or authorize or agree to issue, grant, sell or pledge any Prime Shares, Prime Options, Prime RSUs, Prime DSUs, Prime PSUs, Prime Warrants or other securities of the Company or its subsidiaries, or other securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, Prime Shares or other securities of the Company or its subsidiaries, other than the issuance of Prime Shares issuable pursuant to: (A) the terms of Prime Options, Prime RSUs, Prime DSUs and Prime Warrants outstanding on the date of the Arrangement Agreement; or (B) the terms of existing Material Company Contracts;

(e) sell, pledge, lease, dispose of, mortgage, licence or encumber or agree to sell, pledge, lease dispose of, mortgage, licence or encumber or otherwise transfer the Property;

(f) redeem, purchase or otherwise acquire or subject to any Lien, any of its outstanding Prime Shares or other securities of the Company or its subsidiaries or securities convertible into or exchangeable or exercisable for Prime Shares or any such other securities of the Company or its subsidiaries;

(g) amend the terms of any securities of the Company or its subsidiaries;

(h) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of the Company or any of its subsidiaries;

(i) reorganize, amalgamate or merge with any other person;

(j) create any subsidiary or enter into any Contracts or other arrangements regarding the control or management of the operations of the Company or any of its subsidiaries, or the appointment of governing bodies or enter into any joint ventures;

(k) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts, off-take, royalty or similar financial instruments including any streaming transactions;

(l) make any changes to any of its accounting policies, principles, methods, practices or procedures (including by adopting any new accounting policies, principles, methods, practices or procedures), except as disclosed in the Public Disclosure Record, as required by applicable Laws or under IFRS;

(m) take, or fail to take, any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, delay or impede the ability of the Company to consummate the Arrangement; or

(n) enter into, modify or terminate any Contract with respect to any of the foregoing.

The Company will immediately notify the Purchaser orally and then promptly notify the Purchaser in writing of (i) any "material change" (as defined in the Securities Act) in relation to the Company or any of its subsidiaries, (ii) any event, circumstance or development that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of the Company, (iii) any breach of the Arrangement Agreement by the Company in any material respect, (iv) any event occurring after the date of the Arrangement Agreement that would render a representation or warranty, if made on that date or the Effective Date, inaccurate such that any of the conditions described in "*Conditions to Closing – Company Representations*" above would not be satisfied, or (v) result in the Company's failure to comply with or satisfy any covenant, condition or agreement (without giving effect to, applying or taking into consideration any qualification already contained in such covenant, condition or agreement) to be complied with or satisfied prior to the Effective Time.

The Company will not, and will not permit any of its subsidiaries to, directly or indirectly, except in connection with the Arrangement Agreement:

(a) sell, pledge, lease, licence, dispose of or encumber any assets or properties of the Company or its subsidiaries or interests in any assets or properties of the Company or its subsidiaries;

(b) acquire or agree to acquire (by merger, amalgamation, consolidation, arrangement or acquisition of shares or other equity securities or interests or assets or otherwise) any corporation, partnership, association or other business organization or division thereof or any property or asset, or make any investment by the purchase of securities, contribution of capital, property transfer, or purchase of any property or assets of any other person;

(c) incur, create or assume or otherwise become liable for any indebtedness (including the making of any payments in respect thereof, including any premiums or penalties thereon or fees in respect thereof) or issue any debt securities, or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person, or make any loans or advances;

(d) pay, discharge, waive, compromise, assign, release or satisfy any claim, liability or obligation prior to the same being due, other than the payment, discharge or satisfaction, in the ordinary course of business, of liabilities reflected or reserved against in the Company Q1 Interim Financial Statements, or voluntarily waive, release, assign, settle or compromise any Proceeding;

(e) engage in any new business, enterprise or other activity that is inconsistent with the existing business of the Company and its subsidiaries in the manner such existing business generally has been carried on or (as disclosed in the Public Disclosure Record) planned or proposed to be carried on prior to the date of the Arrangement Agreement; or

(f) authorize any of the foregoing, or enter into or modify any Contract to do any of the foregoing.

The Company will not, and will not permit any of its subsidiaries to, directly or indirectly, except in the ordinary course of business:

(a) terminate, fail to renew, cancel, waive, release, grant or transfer any rights of material value;

(b) incur any business expenses other than as provided for in the Company Disclosure Letter;

(c) except in connection with matters otherwise permitted under the Arrangement Agreement, enter into any Contract which would be a Material Company Contract if in existence on the date of the Arrangement Agreement, or terminate, cancel, extend, renew or amend, modify or change any Material Company Contract;

(d) enter into any lease or sublease of real property (whether as a lessor, sublessor, lessee or sublessee), or modify, amend, terminate or exercise any right to renew any lease or sublease of real property or acquire any interest in real property;

(e) waive, release, grant, transfer, exercise, or modify or amend, any existing contractual rights in respect of the Property; or

(f) enter into any Contract containing any provision restricting or triggered by the transactions contemplated in the Arrangement Agreement.

The Company will not, and will not permit any of its subsidiaries to, except in the ordinary course of business or pursuant to any existing written Contracts in effect on the date of the Arrangement Agreement, correct and complete copies of which have been provided to the Purchaser, and except as is necessary to comply with applicable Laws:

(a) amend the compensation in any form of any director of the Company or its subsidiaries, Company Employee or Company Contractor;

(b) grant any general salary increase or fee, or pay any bonus profit sharing distribution or similar payment of any kind to any director of the Company or its subsidiaries, any officer or employee of the Company or its subsidiaries (each, a "**Company Employee**") or any third-party independent contractor of the Company or its subsidiaries (each, a "**Company Contractor**") other than the payment of salaries, fees and benefits in the ordinary course of business as disclosed in the Company Disclosure Letter;

(c) take any action with respect to the grant or increase of any severance, change of control, retirement, retention or termination pay to (or amend any existing arrangement with) any director of the Company or its subsidiaries, Company Employee or Company Contractor;

(d) enter into or modify any employment or consulting agreement with any director of the Company or its subsidiaries, Company Employee or Company Contractor;

(e) terminate the employment or consulting arrangement of any senior management employees (including the Company Management) (as determined under applicable Law);

(f) amend any benefits payable under the current severance or termination pay policies of the Company or its subsidiaries;

(g) adopt or amend or make any contribution to or any award under the Omnibus Equity Incentive Plan, the Legacy Option Plan or the Legacy LTIP, as applicable, or other bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, compensation, employee plan or other similar plan, agreement, trust, fund or arrangement; or

(h) take any action to accelerate the time of payment of any compensation or benefits, amend or waive any performance or vesting criteria or accelerate vesting under the Omnibus Equity Incentive Plan, the Legacy Option Plan or the Legacy LTIP, except in accordance with its terms as contemplated in the Arrangement Agreement.

The Company will not, and will not permit any of its subsidiaries to:

(a) make any loan to any director of the Company or its subsidiaries, Company Employee or Company Contractor;

(b) make an application to amend, terminate, allow to expire or lapse or otherwise modify any of their Permits or take any action or fail to take any action which action or failure to act would result in the loss, expiration or surrender of, or the loss of any benefit under, or reasonably be expected to cause any Governmental Authority to institute proceedings for the suspension, revocation or limitation of rights under, any Permit necessary to conduct its businesses as now being conducted;

(c) (A) change its tax accounting methods, principles or practices, except insofar as may have been required by a change in IFRS or applicable Law, (B) settle, compromise or agree to the entry of judgment with respect to any action, claim or other Proceeding relating to Taxes, (other than the payment, discharge or satisfaction of liabilities reflected or reserved against in the Company Annual Financial Statements and the Company Q1 Interim Financial Statements) (C) enter into any tax sharing, tax allocation or tax indemnification agreement, (D) make a request for a tax ruling to any Governmental

Authority, (E) agree to any extension or waiver of the limitation period relating to any Tax claim or assessment or reassessment, (F) make or rescind any Tax election or designation, amend any Tax Return, or take any action with respect to the computation of Taxes or the preparation of Tax Returns that is in any respect inconsistent with past practice or that could reasonably be expected to adversely affect the Purchaser, except as may be required by applicable Law; or (G) enter into any closing agreement with respect to any Tax or surrender any right to claim a Tax refund;

(d) settle or compromise any action, claim or other Proceeding (i) brought against the Company or any of its subsidiaries for damages or providing for the grant of injunctive relief or other non-monetary remedy or (ii) brought by any present, former or purported holder of its securities in connection with the transactions contemplated by the Arrangement Agreement or the Arrangement;

(e) commence any litigation (other than litigation in connection with the collection of accounts receivable, to enforce the terms of the Arrangement Agreement or the Confidentiality Agreement, or to enforce other obligations of the Purchaser);

(f) enter into or renew any Contract (i) containing (A) any limitation or restriction on the ability of the Company or any of its subsidiaries or, following completion of the transactions contemplated by the Arrangement Agreement, the ability of the Purchaser or any of its affiliates, to engage in any type of activity or business, (B) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of the Company and its subsidiaries following consummation of the transactions contemplated by the Arrangement Agreement, all or any portion of the business of the Purchaser or any of its affiliates, is or would be conducted or (C) any limit or restriction on the ability of the Company or any of its subsidiaries, following completion of the transactions contemplated by the Arrangement Agreement, the ability of the Purchaser or any of its affiliates, to solicit customers or employees, or (ii) that would reasonably be expected to prevent or significantly impede or delay the completion of the Arrangement;

(g) take any action which would render, or which reasonably may be expected to render, any representation or warranty made by the Company in the Arrangement Agreement untrue or inaccurate in any material respect and result in the Company's failure in any material respect to comply with or satisfy any of the conditions in "*Conditions to Closing – Company Representations*" above; and

(h) initiate any discussions, negotiations or filings with any Governmental Authority regarding any matter (including with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement or regarding the status of the Property), without the prior consent of the Purchaser, such consent not to be unreasonably withheld, and further agrees to provide the Purchaser with immediate notice of any material communication (whether written or oral) from a Governmental Authority, including a copy of any written communication.

The Company will, and will cause each of its subsidiaries to:

(a) use its commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by the Company and its subsidiaries, including directors' and officers' insurance, not to be cancelled or terminated and to prevent any of the coverage thereunder from lapsing, unless at the time of such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage comparable to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect, provided, however, that, except as contemplated by the indemnification and insurance provisions in the Arrangement Agreement, the Company and its subsidiaries will not obtain or renew any insurance (or re-insurance) policy for a term exceeding twelve (12) months;

(b) use its commercially reasonable efforts to retain the services of its existing Company Employees (including the Company Management) and Company Contractors until the Effective Time, and will promptly provide written notice to the Purchaser of the resignation or termination of any such Company Employees or Company Contractors; and

(c) (i) duly and timely file all Returns required to be filed by the Company and its subsidiaries on or after the date of the Arrangement Agreement and all such Returns will be true, complete and correct in all material respects, (ii) timely withhold, collect, remit and pay all Taxes which are to be withheld, collected, remitted or paid by the Company and its subsidiaries to the extent due and payable except for any Taxes contested in good faith pursuant to applicable Laws, and

(iii) keep the Purchaser informed, on a prompt basis, of any events, discussions, notices or changes with respect to any Tax investigations (other than ordinary course communications which could not reasonably be expected to be material to the Company and its subsidiaries).

The Company has also covenanted to not agree, announce, resolve, authorize or commit to do any of the foregoing.

Covenants of the Company Regarding the Arrangement

Subject to the terms and conditions of the Arrangement Agreement, the Company will, and will cause its subsidiaries to, perform all obligations required to be performed by the Company or its subsidiaries under the Arrangement Agreement, cooperate with the Purchaser in connection therewith, and use commercially reasonable efforts to do all such other acts and things as may be necessary or desirable in order to complete the Arrangement and the other transactions contemplated by the Arrangement Agreement, including:

(a) using its commercially reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained by the Company or its subsidiaries from other parties to any Material Company Contracts in order to complete the Arrangement;

(b) using its commercially reasonable best efforts to carry out all actions necessary to ensure the availability of the Section 3(a)(10) Exemption;

(c) using its commercially reasonable efforts to defend all lawsuits or other legal, regulatory or other Proceedings against the Company challenging or affecting the Arrangement Agreement or the completion of the Arrangement; and

(d) cooperating with, and providing commercially reasonable assistance to the Purchaser in connection with the preparation and filing, on the Effective Date or as soon as reasonably practical thereafter, of an election pursuant to subparagraph (c)(i) of the definition of "public corporation" contained in subsection 89(1) of the Tax Act such that the Company ceases to be a "public corporation" for the purposes of the Tax Act.

Covenants of the Purchaser Regarding the Conduct of Business

The Purchaser has given, in favour of the Company, usual and customary covenants for an agreement of the nature of the Arrangement. The Purchaser has covenanted and agreed that, during the period from the date of the Arrangement Agreement, until the earlier of the Effective Time and the time at which the Arrangement Agreement is terminated in accordance with its terms, unless the Company otherwise consents in writing, or as expressly permitted or specifically contemplated by the Arrangement Agreement, as required by applicable Law or as disclosed in the Purchaser Disclosure Letter, the Purchaser shall and shall cause each of the Material Purchaser Subsidiaries to conduct its business in the ordinary course and in accordance with Law, and use commercially reasonable efforts to preserve intact their respective business organization, assets, properties, employees, goodwill and business relationships in all material respects, provided, however, that this covenant shall not restrict the Purchaser or any of the Material Purchaser Subsidiaries from resolving to, or entering into or performing any agreement with respect to, the acquisition or disposition of any person, provided that the doing of any such thing would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect in respect of the Purchaser or prevent, materially delay or materially impede the ability of the Parties to consummate the Arrangement.

Furthermore, without limiting the generality of the above and unless the Company otherwise consents in writing or as expressly permitted or specifically contemplated by the Arrangement Agreement, or as is otherwise required by applicable Law, the Purchaser shall not, and shall cause each Material Purchaser Subsidiary not to:

(a) amend its organizational or constating documents in any manner that would adversely affect the value of the Consideration;

(b) split, combine, or reclassify Torex Shares;

(c) reorganize, amalgamate or merge the Purchaser with any person, other than a subsidiary of the Purchaser;

(d) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of the Purchaser or any Material Purchaser Subsidiary; or

(e) authorize, agree or resolve to do any of the foregoing.

The Purchaser will immediately notify the Company orally and then promptly notify the Company in writing of (i) any "material change" (as defined in the Securities Act) in relation to the Purchaser or any of the Material Purchaser Subsidiaries, (ii) any event, circumstance or development that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of the Purchaser, (iii) any breach of the Arrangement Agreement by the Purchaser in any material respect, (iv) any event occurring after the date of the Arrangement Agreement that would render a representation or warranty, if made on that date or the Effective Date, inaccurate such that any of the conditions in "*Conditions to Closing – Purchaser Representations*" above would not be satisfied, or (v) result in the Purchaser's failure to comply with or satisfy any covenant, condition or agreement (without giving effect to, applying or taking into consideration any qualification already contained in such covenant, condition or agreement) to be complied with or satisfied prior to the Effective Time.

Covenants of the Purchaser Regarding the Arrangement

Subject to the terms and conditions of the Arrangement Agreement, the Purchaser will perform all obligations required to be performed by the Purchaser under the Arrangement Agreement, cooperate with the Company in connection therewith, and use commercially reasonable efforts to do all such other acts and things as may be necessary or desirable in order to consummate the Arrangement and the other transactions contemplated by the Arrangement Agreement:

(a) cooperating with the Company in connection with, and using its commercially reasonable efforts to assist the Company in obtaining the waivers, consents and approvals referred to in paragraph (a) under "*Covenants of the Company Regarding the Arrangement*" above, provided, however, that, notwithstanding anything to the contrary in the Arrangement Agreement, in connection with obtaining any waiver, consent or approval from any person (other than a Governmental Authority) with respect to any transaction contemplated by the Arrangement Agreement, the Purchaser will not be required to pay or commit to pay to such person whose waiver, consent or approval is being solicited any cash or other consideration, make any commitment or incur any liability or other obligation;

(b) using its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Authorities from the Purchaser relating to the Arrangement required to be completed prior to the Effective Time;

(c) using its commercially reasonable efforts to defend all lawsuits or other legal, regulatory or other Proceedings against or relating to the Purchaser challenging or affecting the Arrangement Agreement or the completion of the Arrangement;

(d) forthwith carrying out the terms of the Interim Order and Final Order to the extent applicable to it and taking all necessary actions to give effect to the transactions contemplated in the Arrangement Agreement and the Plan of Arrangement; and

(e) applying for and using commercially reasonable efforts to obtain conditional approval or equivalent of the listing and posting for trading on the TSX of the Consideration Shares, subject only to the satisfaction by the Purchaser of customary listing conditions of the TSX.

Non-Solicitation

Prime has agreed not to, directly or indirectly, through any of its Representatives or otherwise, or permit any such person to:

(a) solicit, assist, initiate, encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(b) enter into or otherwise engage or participate in any discussions or negotiations with any person regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(c) withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify, the Board Recommendation;

(d) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for a period of no more than five (5) Business Days following such public announcement or public disclosure will not be considered to be in violation (or in the event that the Meeting is scheduled to occur within such five (5) Business Day period, prior to the third (3rd) Business Day prior to the date of the Meeting)); or

(e) accept or enter into (other than an Acceptable Confidentiality Agreement permitted by and in accordance with the Arrangement Agreement) or publicly propose to accept or enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal.

The Company has represented and warranted that neither the Company nor any of its Representatives has waived any confidentiality, standstill or similar agreement or restriction in effect as of the date of the Arrangement Agreement to which the Company is a party, and has further covenanted and agreed (i) that the Company shall take all necessary action to enforce each confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement or covenant to which the Company is a party, and (ii) not release any person from, or waive, amend, suspend or otherwise modify such person's obligations respecting the Company under any confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement or covenant to which the Company is a party, without the prior written consent of the Purchaser (which may be withheld or delayed in the Purchaser's sole and absolute discretion) (it being acknowledged by the Purchaser that the automatic termination or release of any standstill restrictions of any such agreements as a result of entering into and announcing the Arrangement Agreement shall not be a violation of this covenant).

Acquisition Proposals

If the Company or any of its Representatives receives, or otherwise becomes aware of, any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to the Company in connection with an Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of the Company, the Company shall promptly notify the Purchaser, at first orally, and then as soon as practicable and in any event within twenty-four (24) hours in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions, the identity of all persons making the Acquisition Proposal, inquiry, proposal, offer or request, and shall provide the Purchaser with copies of all documents, material or correspondence or other material received in respect of, from or on behalf of any such persons and such other details of such Acquisition Proposal, inquiry, proposal, offer or request as the Purchaser may reasonably request. The Company shall keep the Purchaser fully informed on a current basis of the status of developments and, to the extent permitted by the Arrangement Agreement, negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request and shall provide to the Purchaser copies of all material or correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the terms of such correspondence communicated to the Company by or on behalf of any person making any such Acquisition Proposal, inquiry, proposal, offer or request.

Notwithstanding the above, if at any time prior to obtaining the approval of the Arrangement Resolution, the Company receives an unsolicited written Acquisition Proposal, the Company may (i) contact the person making such Acquisition Proposal and its Representatives solely for the purpose of clarifying the terms and conditions of such Acquisition Proposal, and (ii) engage in or participate in discussions or negotiations with such person regarding such Acquisition Proposal, and may provide copies of, access to or disclosure of information, properties, facilities, books or records of the Company if and only if, in the case of this clause (ii):

(a) the Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes or could reasonably be expected to constitute or lead to a Superior Proposal, and,

after consultation with its outside legal counsel, that the failure to engage in such discussions or negotiations would be inconsistent with its fiduciary duties;

(b) such person is not restricted from making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar restriction with the Company;

(c) the Company has been, and continues to be, in compliance with its non-solicitation restrictions described under "*Non-Solicitation*" above in all material respects;

(d) prior to providing any such copies, access, or disclosure, the Company enters into an Acceptable Confidentiality Agreement with such person or confirms it had already entered into such an agreement prior to the date of the Arrangement Agreement which remains in effect, and any such copies, access or disclosure provided to such person shall have already been (or simultaneously be) provided to the Purchaser; and

(e) the Company promptly provides the Purchaser with: (i) prior written notice stating the Company's intention to participate in such discussions or negotiations and to provide such copies, access or disclosure and that the Board has determined, after consultation with its outside legal counsel, that the failure to take such action would be inconsistent with its fiduciary duties; (ii) prior to providing any such copies, access or disclosure, the Company provides the Purchaser with a true, complete and final executed copy of the Acceptable Confidentiality Agreement referred to in paragraph (d) above; and (iii) any non-public information concerning the Company provided to such other person which was not previously provided to the Purchaser.

Right to Match

If the Company receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by the Securityholders, the Board may, subject to compliance with the Company's obligations described under "*Termination of Arrangement Agreement*" below, enter into a definitive agreement with respect to such Superior Proposal and withdraw, amend, modify or qualify, the Board Recommendation, if and only if:

(a) the person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar restriction with the Company;

(b) the Company has been, and continues to be, in compliance with its obligations described under "*Non-Solicitation*" and "*Acquisition Proposals*" above in all material respects;

(c) the Company has delivered to the Purchaser a written notice of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to enter into such definitive agreement with respect to such Superior Proposal, together with a written notice from the Board regarding the value and financial terms that the Board, in consultation with its financial advisors, has determined should be ascribed to any non-cash consideration offered under such Superior Proposal (the "**Superior Proposal Notice**");

(d) the Company has provided the Purchaser a copy of the proposed definitive agreement for the Superior Proposal and all supporting materials, including any financing documents supplied to the Company in connection therewith;

(e) at least five (5) Business Days (the "**Matching Period**") have elapsed from the date that is the later of the date on which the Purchaser received the Superior Proposal Notice and the date on which the Purchaser received all of the materials as set forth in paragraph (d) above;

(f) during any Matching Period, the Purchaser has had the opportunity (but not the obligation), to offer to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;

(g) after the Matching Period, the Board (i) has determined in good faith, after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal (if applicable, compared to the terms of the Arrangement as proposed to be amended by the Purchaser) and (ii) has determined in good faith, after consultation with its outside legal counsel, that the failure by the Board to recommend that the Company

enter into a definitive agreement with respect to such Superior Proposal would be inconsistent with its fiduciary duties; and

(h) prior to or concurrently with entering into such definitive agreement the Company terminates the Arrangement Agreement pursuant to the termination right described under "*Termination of Arrangement Agreement– Superior Proposal*" below and pays the Termination Fee.

During the Matching Period, or such longer period as the Company may approve in writing for such purpose: (a) the Board shall review any offer made by the Purchaser to amend the terms of the Arrangement Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) the Company shall, and shall cause its Representatives to, negotiate in good faith with the Purchaser to make such amendments to the terms of the Arrangement Agreement and the Arrangement as would enable the Purchaser to proceed with the transactions contemplated by the Arrangement Agreement on such amended terms. If the Board determines that such Acquisition Proposal would cease to be a Superior Proposal, the Company shall promptly so advise the Purchaser and the Company, and the Purchaser shall amend the Arrangement Agreement to reflect such offer made by the Purchaser and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal, and the Purchaser shall be afforded a new five (5) Business Day Matching Period from the later of the date on which the Purchaser received the Superior Proposal Notice and the date on which the Purchaser received all of the materials set forth in paragraph (d) above with respect to the new Superior Proposal from the Company.

The Board shall promptly reaffirm the Board Recommendation by press release after any Acquisition Proposal which the Board has determined not to be a Superior Proposal is publicly announced or publicly disclosed or the Board determines that a proposed amendment to the terms of the Arrangement Agreement would result in an Acquisition Proposal no longer being a Superior Proposal. The Company shall provide the Purchaser and its outside legal counsel with a reasonable opportunity to review the form and content of any such press release and shall make all reasonable amendments to such press release as requested by the Purchaser and its counsel.

If the Company provides a Superior Proposal Notice to the Purchaser on a date that is less than ten (10) Business Days before the Meeting, the Company may either proceed with or postpone the Meeting to a date that is not more than ten (10) Business Days after the scheduled date of the Meeting and shall postpone the Meeting to a date that is not more than ten (10) Business Days after the scheduled date of the Meeting if so requested by the Purchaser in writing, but in either case the Meeting shall not be postponed to a date that is not less than five (5) Business Days prior to the Outside Date.

Termination of Arrangement Agreement

The Arrangement Agreement may be terminated by the mutual written agreement of the Parties.

The Arrangement Agreement can also be terminated by either Party if:

(a) *Failure to Obtain Required Securityholder Approval*: the Arrangement Resolution is not approved by the Securityholders at the Meeting in accordance with the Interim Order (except that this termination right will not be available to any Party whose breach of any of its representations and warranties or whose failure to perform any of its covenants or agreements under the Arrangement Agreement caused or resulted in the Arrangement Resolution not being approved by the Securityholders);

(b) *Illegality*: consummation of the Arrangement is made illegal or otherwise prohibited by Law (provided that the Party seeking to terminate the Arrangement Agreement has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable to the Arrangement); or

(c) *Outside Date*: the Arrangement has not been completed on or before the Outside Date (except that this termination right will not be available to any Party whose breach of any of its representations and warranties or whose failure to perform

any of its covenants or agreements under the Arrangement Agreement caused or resulted in the Arrangement not being completed by the Outside Date).

The Company can also terminate the Arrangement Agreement if:

(a) *Breach of Purchaser Representations, Warranties or Covenants*: a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser under the Arrangement Agreement occurs that would cause any condition precedent for the Parties' mutual benefit or for the benefit of the Company as described in "*Conditions to Closing*" above not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement, provided that the Company is not then in breach of the Arrangement Agreement so as to cause any condition precedent for the Parties' mutual benefit or for the benefit of the Purchaser as described in "*Conditions to Closing*" above not to be satisfied;

(b) *Superior Proposal*: prior to the approval of the Arrangement Resolution by the Securityholders, the Board authorizes the Company to enter into a written agreement (other than an Acceptable Confidentiality Agreement) with respect to a Superior Proposal, provided that the Company is then in compliance with Article 5 of the Arrangement Agreement and that prior to or concurrent with such termination, the Company pays the Termination Fee; or

(c) *Purchaser Material Adverse Effect*: there has occurred a Material Adverse Effect in respect of the Purchaser.

Separately, the Purchaser can terminate the Arrangement Agreement if:

(a) *Breach of Company Representations, Warranties or Covenants*: a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company under the Arrangement Agreement occurs that would cause any condition precedent for the Parties' mutual benefit or for the benefit of the Purchaser as described in "*Conditions to Closing*" above not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement, provided that the Purchaser is not then in breach of the Arrangement Agreement so as to cause any condition precedent for the Parties' mutual benefit or for the benefit of the Company as described in "*Conditions to Closing*" above not to be satisfied;

(b) *Change in Recommendation*: there is a Change in Recommendation; or

(c) *Company Material Adverse Effect*: there has occurred a Material Adverse Effect in respect of the Company.

The Arrangement Agreement contains a termination fee equal to US$12,500,000 (the "**Termination Fee**") payable by the Company to the Purchaser upon a Termination Fee Event. A "**Termination Fee Event**" means the termination of the Arrangement Agreement:

(a) by the Purchaser pursuant to its termination right described in the paragraph "*Change in Recommendation*" above;

(b) by the Company pursuant to its termination right described in the paragraph "*Superior Proposal*" above;

(c) by the Company pursuant to its termination right described in the paragraph "*Failure to Obtain Required Securityholder Approval*" above, if at such time the Purchaser is entitled to terminate the Arrangement Agreement pursuant to its termination right described in the paragraph "*Change in Recommendation*" above; or

(d) by the Company or the Purchaser pursuant to their termination right described in the paragraph "*Failure to Obtain Required Securityholder Approval*" or in the paragraph "*Outside Date*" above, or by the Purchaser pursuant to its termination right described in the paragraph "*Breach of Company Representations, Warranties or Covenants*" above (due to a wilful breach or fraud), if:

   (i) prior to such termination, an Acquisition Proposal is made or publicly announced by any person (other than the Purchaser) or any person (other than the Purchaser) shall have publicly announced an intention to make an Acquisition Proposal; and

(ii) within twelve (12) months following the date of such termination (A) such Acquisition Proposal is consummated or effected, or (B) the Company, directly or indirectly, in one or more transactions, enters into a contract, other than an Acceptable Confidentiality Agreement, in respect of such Acquisition Proposal and such Acquisition Proposal is later consummated or effected (whether or not such Acquisition Proposal is later consummated or effected within twelve (12) months after such termination).

For the purposes of the foregoing, the term "**Acquisition Proposal**" shall have the meaning ascribed to such term in "*Glossary of Terms*" of this Circular, except that references to "20% or more" shall be deemed to be a reference to "50% or more".

If the Company terminates the Arrangement Agreement pursuant to its termination right described in the paragraph "*Superior Proposal*" above, the Termination Fee must be paid by the Company prior to or simultaneously with such termination. If a Termination Fee Event described in clause (a) or (c) above occurs, the Termination Fee must be paid by the Company within two (2) Business Days following such termination. If a Termination Fee Event described in clause (d) above occurs, the Termination Fee must be paid by the Company on or prior to the consummation or closing of the Acquisition Proposal referred to therein.

In addition to the rights of the Purchaser otherwise described in this section, if the Arrangement Agreement is terminated by the Purchaser pursuant to its termination right described in the paragraph "*Breach of Company Representations, Warranties or Covenants*" above due to a wilful breach or fraud, the Company will pay to the Purchaser, within two Business Days of such termination, an expense reimbursement fee equal to $2,000,000 (the "**Expense Reimbursement Fee**"). In no event shall the Company be required to pay a Termination Fee, on the one hand, and an Expense Reimbursement Fee, on the other hand, in the aggregate, an amount in excess of the Termination Fee.

Amendments

The Arrangement Agreement may, at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time, be amended by written agreement of the Parties, without, subject to applicable Laws, further notice to or authorization on the part of the Securityholders, and any such amendment may, without limitation: (a) change the time for performance of any obligations or acts of the Parties; (b) waive any inaccuracies or modify any representation, term or provision contained in the Arrangement Agreement or in any document delivered pursuant thereto; or (c) waive compliance with or modify any of the conditions precedent or any of the covenants contained in the Arrangement Agreement, or waive or modify performance of any of the obligations of the Parties.

The Parties may amend, modify and/or supplement the Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Company and the Purchaser, each acting reasonably, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to the Securityholders if and as required by the Court.

Indemnification and Insurance

Prior to the Effective Time, Prime may purchase customary run-off directors' and officers' liability insurance, at a cost not exceeding 350% of the current annual premium for policies currently maintained by Prime or its subsidiaries, and providing coverage for a period of six (6) years following the Effective Date with respect to claims arising from or related to facts or events which occur on or prior to the Effective Date.

Representations and Warranties

The representations and warranties of the Company relate to, among other things: organization and corporate capacity; authority of the Company relative to the Arrangement Agreement; required approvals; no violation of applicable Laws, constating documents, Material Company Contracts, or Permits; capitalization; subsidiaries; shareholder and similar agreements; reporting issuer status and Securities Laws matters; financial statements; undisclosed liabilities; auditors; absence of certain changes; long term and derivative transactions; compliance with Laws; Permits; litigation; restrictions on conduct of business; insolvency; operational matters; interest in properties; technical report; Taxes; Material Company Contracts; employment matters; employees and contractors; immigration; health and safety; employment laws; employment accruals; acceleration of benefits; pension and employee benefits; independent contractors; intellectual property; compliance with environmental laws; insurance; books and

records; non-arm's length transactions; financial advisors or brokers; the Fairness Opinion; Special Committee and Board approval; the *Competition Act* (Canada); collateral benefits; first nations or aboriginal claims; and non-governmental organizations and community groups.

The Arrangement Agreement also contains certain representations and warranties of the Purchaser with respect to: organization and corporate capacity; authority of the Purchaser relative to the Arrangement Agreement; required approvals; no violation of applicable Laws, constating documents, material contracts of the Purchaser or that which would lead to the creation of any Lien on the properties comprising the Morelos Complex; capitalization; subsidiaries; reporting issuer status and Securities Laws matters; financial statements; undisclosed liabilities; auditors; absence of certain changes; compliance with Laws; litigation; insolvency; interest in properties; technical report; Taxes; material contracts; compliance with environmental laws; insurance; books and records; first nations or aboriginal claims; non-governmental organizations and community groups; the fairness opinion of CIBC World Markets Inc.; board approval; and tax residency.

RISK FACTORS

In evaluating the Arrangement, Securityholders 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 Prime may also adversely affect the trading price of the Prime Shares, the Torex Shares and/or the business of the Combined Company following the Arrangement. In addition to the risk factors relating to the Arrangement set out below, Securityholders should also carefully consider the risk factors associated with the businesses of Prime and Torex under the headings "*Risk Factors*" in Appendix F – "*Information Concerning the Purchaser*" and in Appendix G – "*Information Concerning the Combined Company*" in this Circular and in the documents incorporated by reference herein. If any of the risk factors materialize, the expectations, and the predictions based on them, may need to be re-evaluated.

Risks Associated with the Arrangement

The Torex Shares issued in connection with the Arrangement may have a market value different than expected

Because the number of Torex Shares received as part of Consideration will not be adjusted to reflect any changes in the market value of Torex Shares, the market values of the Torex Shares and the Prime Shares at the Effective Time may vary significantly from the values at the date of this Circular. If the market price of Torex Shares declines, the value of the Consideration Shares will decline as well. Variations may occur as a result of changes in, or market perceptions of changes in, the business, operations or prospects of Torex, market assessments of the likelihood that the Arrangement will be consummated, regulatory considerations, general market and economic conditions, changes in the prices of metals and other factors, including those factors over which neither Prime nor Torex has control.

The market price of the Prime Shares and Torex Shares may be materially adversely affected in certain circumstances

If, for any reason, the Arrangement is not completed or its completion is materially delayed or the Arrangement Agreement is terminated, the market price of Prime Shares may be materially adversely affected and decline to the extent that the current market price of the Prime Shares reflects a market assumption that the Arrangement will be completed. Depending on the reasons for terminating the Arrangement Agreement, Prime's business, financial condition or results of operations could also be subject to various material adverse consequences, including as a result of paying the Termination Fee or the Expense Reimbursement Fee, as applicable, or the transaction expenses in connection with the Arrangement.

There are risks related to the integration of the Company's and Torex's existing businesses

The ability to realize the benefits of the Arrangement including, among other things, those set forth in this Circular under "*The Arrangement – Reasons for the Arrangement*", above, will depend, in part, on the Combined Company's ability to realize the anticipated growth opportunities and synergies from integrating Prime's and Torex's businesses following completion of the Arrangement as well as on successfully consolidating functions and integrating operations, procedures and personnel in a timely and efficient manner. This integration will require the dedication of substantial management effort, time and resources which may divert management's focus and resources from other strategic opportunities available to the Combined Company following completion of the Arrangement, and from operational matters during this process. The integration process may result in the loss

of key employees and the disruption of ongoing business and employee relationships that may adversely affect the ability of the Combined Company to achieve the anticipated benefits of the Arrangement.

Prime is restricted from taking certain actions while the Arrangement is pending

Prime is subject to customary non-solicitation provisions under the Arrangement Agreement, pursuant to which Prime is restricted from soliciting, assisting, initiating, encouraging, or otherwise knowingly facilitating or entering into any form of agreement, arrangement or understanding that constitutes, or that may reasonably be expected to constitute or lead to, an Acquisition Proposal, among other things. The Arrangement Agreement also restricts Prime from taking specified actions in the conduct of its business until the Arrangement is completed without the consent of Torex. These restrictions may prevent Prime from pursuing attractive business opportunities that may arise prior to the completion of the Arrangement.

The completion of the Arrangement is uncertain and Prime will incur costs and may have to pay the Termination Fee or the Expense Reimbursement Fee in certain circumstances if the Arrangement is not completed

If the Arrangement is not completed for any reason, there are risks that the announcement of the Arrangement and the dedication of Prime's resources to the completion thereof could have a negative impact on Prime's relationships with its stakeholders and could have a Material Adverse Effect on the current and future operations, financial condition and prospects of Prime.

In addition, certain costs related to the Arrangement, such as legal, accounting and certain financial advisor fees, must be paid by Prime even if the Arrangement is not completed. Prime is liable for its own costs incurred in connection with the Arrangement. If the Arrangement is not completed, Prime may be required to pay Torex the Termination Fee or the Expense Reimbursement Fee in certain circumstances. See "*The Arrangement Agreement – Termination of Arrangement Agreement*" in this Circular.

The Termination Fee provided under the Arrangement Agreement may discourage other parties from attempting to acquire Prime

Under the Arrangement Agreement, Prime would be required to pay a Termination Fee of US$12,500,000 if the Arrangement Agreement is terminated in certain circumstances. This Termination Fee may discourage other parties from attempting to acquire Prime Shares or otherwise making an Acquisition Proposal to Prime, even if those parties would otherwise be willing to offer greater value to Securityholders than that offered by Torex under the Arrangement.

The Arrangement may divert the attention of Prime's Management

The Arrangement could cause the attention of the Prime's management to be diverted from the day-to-day operations of Prime. These disruptions could be exacerbated by a delay in the completion of the Arrangement and could have an adverse effect on the business, operating results or prospects of Prime.

The completion of the Arrangement is subject to conditions precedent

The completion of the Arrangement is subject to a number of conditions precedent, some of which are outside of Prime's or Torex's control, including receipt of the Final Order, receipt of the Required Regulatory Approvals, and receipt of the Required Securityholder Approval.

In addition, the completion of the Arrangement by either Party is conditional on, among other things, no Material Adverse Effect having occurred in respect of the other Party.

There can be no certainty, nor can Prime or Torex provide any assurance, that all conditions precedent to the Arrangement will be satisfied or waived, or as to the timing of the satisfaction and waiver of such conditions precedent and, accordingly, the Arrangement may not be completed. If the Arrangement is not completed, the market price of Prime Shares may be adversely affected.

The Required Regulatory Approvals may not be obtained or, if obtained, may not be obtained on a favourable basis

To complete the Arrangement, each of Prime and Torex must make certain filings with and obtain certain consents and approvals from various Governmental Authorities. The COFECE Approval has not been obtained as of the date of this Circular. The regulatory approval processes may take a lengthy period of time to complete, which could delay completion of the Arrangement. If obtained, the COFECE Approval may be conditioned, with the conditions imposed by the COFECE not being acceptable to either Prime or Torex, or, if acceptable, not being on terms that are favourable to the Combined Company.

The Arrangement Agreement may be terminated in certain circumstances

Each of Torex and Prime has the right, in certain circumstances, in addition to termination rights relating to the failure to satisfy the conditions of closing, to terminate the Arrangement Agreement. Accordingly, there can be no certainty, nor can Prime provide any assurance, that the Arrangement will not be terminated by Torex or Prime prior to the completion of the Arrangement. In addition, if the Arrangement is not completed by the Outside Date, Torex may terminate the Arrangement Agreement. The Arrangement Agreement also contemplates the Termination Fee payable by Prime if the Arrangement Agreement is terminated in certain circumstances. Additionally, any termination will result in the failure to realize the expected benefits of the Arrangement in respect of the operations and business of Prime.

If the Arrangement Agreement is terminated, there is no assurance that the Board will be able to find a party willing to pay an equivalent or greater price than the Consideration to be paid pursuant to the terms of the Arrangement Agreement.

The Arrangement is subject to the approval of the Arrangement Resolution

The Arrangement requires that the Arrangement Resolution receive the Required Securityholder Approval. There can be no certainty, nor can the Parties provide any assurance, that the Arrangement Resolution will be approved. If the Required Securityholder Approval is not obtained and the Arrangement is not completed, the market price of the Prime 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 Board decides to seek another merger or business combination, there can be no assurance that it will be able to find a party willing to agree to an equivalent or more attractive price than the Consideration to be paid pursuant to the Arrangement.

Directors and officers of Prime have interests in the Arrangement that may be different from those of Securityholders generally

In considering the Board Recommendation, Securityholders should be aware that certain members of Prime's 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. See "*The Arrangement – Interests of Certain Persons in the Arrangement*" in this Circular.

The foregoing risks or other risks arising in connection with the failure of the Arrangement, including the diversion of management attention from conducting the business of Prime, may have a Material Adverse Effect on Prime's business operations, financial condition, financial results and share price.

Torex and Prime may be the targets of legal claims, securities class action, derivative lawsuits and other claims

Torex and Prime may be the target of securities class action and derivative lawsuits which could result in substantial costs and may delay or prevent the Arrangement from being completed. Securities class action lawsuits and derivative lawsuits are often brought against companies that have entered into an agreement to acquire a public company or to be acquired. Third parties may also attempt to bring claims against Torex or Prime seeking to restrain the Arrangement or seeking monetary compensation or other redress. Even if the lawsuits are without merit, defending against these claims can result in substantial costs and divert management time and resources. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting consummation of the Arrangement, then that injunction may delay or prevent the Arrangement from being completed.

Dissent Rights may result in payments that impair Prime's financial resources or result in the Arrangement not being completed

Registered Shareholders have the right to exercise Dissent Rights and demand payment of the fair value of their Prime Shares in cash in connection with the Arrangement in accordance with the BCBCA. If there are a significant number of Dissenting Shareholders, substantial payments may be required to be made to such Dissenting Shareholders that could have an adverse effect on Prime's financial condition if the Arrangement is completed. Additionally, if holders of more than 5% of the Prime Shares elect to exercise their dissent rights, the Arrangement may not be completed.

Risks Relating to Prime

If the Arrangement is not completed, Prime will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Such risk factors are set forth and described in the Company AIF and other documents incorporated by reference herein.

Risks Relating to Torex

While Prime has completed due diligence investigations on Torex, certain risks either may not have been uncovered or are not known at this time. Such risks may have an adverse impact on Prime and the combined assets of the Combined Company following the Arrangement and may have a negative impact on the value of the Torex Shares. For a description of certain risks relating to the business and operations of Torex, see Appendix F – "*Information Concerning the Purchaser – Risk Factors*".

Risks Relating to the Combined Company

The Combined Company may not recognize certain anticipated synergies and other benefits of the Arrangement

Prime and Torex are proposing to complete the Arrangement to realize certain benefits and synergies that are expected to result from combining the business of Prime with Torex's, including, among other things, an enhanced market valuation and stronger financial position.

Expected benefits from the Arrangement are based on estimates of a variety of key factors, including mineral reserves and resources, grade, recovery rates, the ability of processing infrastructure to meet desired throughput rates, and operating costs, among others. However, achieving results in line with those estimates is subject to risks and uncertainties such as variability in grade, recovery rates and cost inputs and any inability of infrastructure to accommodate higher throughput. There can be no certainty that the Combined Company will be able to successfully expand or extend the lives of existing mining operations, and a completed project may not yield the anticipated operational or financial benefits, such as expected availability, throughput, metal recovery rates, concentrate quality, unit costs, operating margin and/or cash flows, any of which may have a material negative impact on returns on invested capital, operating costs or cash flows.

The mineral reserves and mineral resource figures presented in public filings are also based on estimates made by technical personnel and are a function of geological and engineering analyses that require assumptions about production costs, recoveries, and gold, silver, zinc and lead market prices. Thus, irrespective of well-established controls, the estimation of mineral reserves and mineral resource figures are based on subjective factors. No assurances can be given that any mineral resource estimate will ultimately be reclassified as proven or probable mineral reserves or that inferred resources will be upgraded to measured or indicated resources. Any of these adjustments or updates to mining plans of the Combined Company or new or updated technical or geological information may also impact anticipated metal recovery rates. Any of these adjustments may adversely affect actual operating performance, production, financial condition, results of operations and cash flows.

The anticipated benefits of the Arrangement on the Combined Company will depend in part on whether Prime's and Torex's operations can be integrated in an efficient and effective manner. Actual operating, technological, strategic and revenue opportunities, if achieved at all, may be less significant than expected or may take longer to achieve than anticipated. If the Combined Company is not able to achieve these objectives and realize the anticipated benefits and synergies expected from the Arrangement within the anticipated timing or at all, the Combined Company's business, financial condition and operating results may be adversely affected.

There is no assurance that the Arrangement will strengthen the Combined Company's financial position or improve its capital markets profile

While the Arrangement will increase the Combined Company's asset and revenue base, it will also increase the Combined Company's exposure (in absolute dollar terms) to negative downturns in the market for precious metals if both the existing Prime and Torex businesses are adversely impacted by these downturns. Such downturns may force the Combined Company to draw against its credit facilities in order to fund its operations to the extent that these downturns result in negative cash flows for the Combined Company. In addition, downturns in the precious and base metals market may adversely impact the ability of the Combined Company to repay or refinance the outstanding debt of Torex when this debt matures and becomes payable.

Uncertainty surrounding the Arrangement could adversely affect Prime's or Torex's retention of suppliers and personnel and could negatively impact future business and operations

The Arrangement is dependent upon satisfaction of various conditions and, as a result, its completion is subject to uncertainty. In response to this uncertainty, each of Prime's and Torex's suppliers may delay or defer decisions concerning each company. Any change, delay or deferral of those decisions by suppliers could negatively impact the business, operations and prospects of Prime, regardless of whether the Arrangement is ultimately completed, or of Torex if the Arrangement is completed. Similarly, current and prospective employees of Prime may experience uncertainty about their future roles, which may adversely affect Prime's ability to attract or retain key employees in the period until the Arrangement is completed.

There are risks related to the integration of Prime's and Torex's existing businesses

The ability to realize the benefits of the Arrangement will depend in part on successfully consolidating functions and integrating operations, procedures and personnel in a timely and efficient manner, as well as on Torex's ability to realize the anticipated growth opportunities, capital funding opportunities and operating synergies from integrating Prime's and Torex's businesses following completion of the Arrangement. Many operational and strategic decisions and certain staffing decisions with respect to the Combined Company have not yet been made. These decisions and the integration will require the dedication of substantial management effort, time and resources which may divert management's focus and resources from other strategic opportunities of the Combined Company, and from operational matters during this process. The integration process may result in the loss of key employees and the disruption of ongoing business, customer and employee relationships that may adversely affect the ability of Torex, following completion of the Arrangement, to achieve the anticipated benefits of the Arrangement.

The consummation of the Arrangement may pose special risks, including one-time write-offs, restructuring charges and unanticipated costs. Although Prime, Torex and their respective advisors have conducted due diligence on the various operations, there can be no guarantee that the Combined Company will be aware of any and all liabilities of Prime following the completion of the Arrangement. As a result of these factors, it is possible that certain benefits expected from the combination of Prime and Torex may not be realized. Any inability of management to successfully integrate the operations could have an adverse effect on the business, financial condition and results of operations of the Combined Company.

The issuance of a significant number of Torex Shares and a resulting "market overhang" could adversely affect the market price of the Torex Shares after completion of the Arrangement

On completion of the Arrangement, a significant number of additional Torex Shares will be issued and available for trading in the public market. The increase in the number of Torex Shares may lead to sales of such shares or the perception that such sales may occur (commonly referred to as "market overhang"), either of which may adversely affect the market for, and the market price of, the Torex Shares.

Following completion of the Arrangement, Torex may issue additional equity securities

Following completion of the Arrangement, Torex may issue equity securities to finance its activities, including in order to finance acquisitions. If Torex were to issue Torex Shares, a holder of Torex Shares may experience dilution in Torex's cash flow or earnings per share. Moreover, as Torex's intention to issue additional equity securities becomes publicly known, the Torex Share price may be materially adversely affected.

The trading price and volume of the Combined Company's common shares may be volatile following the Arrangement

The trading price and volume of the Combined Company's common shares may be volatile following completion of the Arrangement. The stock markets in general have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of the Combined Company's common shares. As a result, former Shareholders may suffer a loss on their investment. Many factors may impair the market for the Combined Company's common shares and the ability of investors to sell shares at an attractive price, and could also cause the market price and demand for the Combined Company's common shares to fluctuate substantially, which may negatively affect the price and liquidity of the Combined Company's common shares. Many of these factors and conditions are beyond the control of the Combined Company or the Combined Company's shareholders.

The Combined Company's increased foreign operations may further expose the Combined Company to economic and operational risks

The Combined Company's increased foreign operations further expose it to economic and operational risks. Local economic conditions, as well as epidemics, pandemics or natural disasters, can cause shortages of skilled workers and supplies, increase costs and adversely affect the security of operations. In addition, higher incidences of criminal activity and violence in the area of some of the Combined Company's foreign operations, including drug cartel-related violence in Mexico, could adversely affect the Combined Company's ability to operate in an optimal fashion and may impose greater risks of extortion and theft, greater risks to personnel, and greater risks to the supply of goods and services to operations and property of the Combined Company. These conditions impacting third-party deliveries of supplies to such locations, could adversely impact the Combined Company's operations and lead to lower productivity and higher costs, which would adversely affect results of the Combined Company's operations and cash flows.

In addition, acts of civil disobedience are not uncommon in areas of Mexico where the Combined Company's operations or projects are located. In recent years, many mining companies have been the targets of actions to restrict their legally entitled access to mining concessions or property. Such acts of civil disobedience often occur with no warning and can result in significant direct and indirect costs. There can be no assurance that there will be no disruptions to site access in the future, which could adversely affect the business of the Combined Company.

The Torex Shares to be received by Shareholders pursuant to the Arrangement will have different rights from the Prime Shares

Following the Effective Time, Shareholders will no longer be shareholders of Prime, a corporation governed by the BCBCA, but will instead be shareholders of Torex, a corporation governed by the OBCA. There may be important differences between the current rights of Shareholders and the rights to which such shareholders will be entitled as Torex Shareholders under the OBCA and Torex's constating documents. See Appendix I for a comparison of shareholders' rights under the BCBCA and OBCA.

The credit ratings of the Combined Company may be downgraded, or there may be adverse conditions in the credit markets, which may impede the Combined Company's access to debt markets or raise its borrowing rates

Access to financing for the Combined Company will depend on, among other things, suitable market conditions and maintenance of long-term credit ratings. The credit ratings of the Combined Company may be adversely affected by various factors, including increased debt levels, decreased earnings, declines in customer demands, increased competition and the deterioration in general economic and business conditions. Any downgrades in the credit ratings of the Combined Company may impede the Combined Company's access to the debt markets or raise its borrowing rates.

Payments in connection with the exercise of Dissent Rights may impair Prime's financial resources

Registered Shareholders as of the Record Date have the right to exercise certain Dissent Rights and demand payment of the fair value of their Prime Shares in cash in connection with the Arrangement in accordance with the BCBCA. If there are a significant number of Dissenting Shareholders, a substantial cash payment may be required to be made to such Dissenting Shareholders that could have an adverse effect on Prime's financial condition and cash resources if the Arrangement is completed. See "*The Arrangement – Dissenting Shareholders' Rights*".

Prime has not verified the reliability of the information regarding Torex included in, or which may have been omitted from, this Circular

Unless otherwise indicated, all historical information regarding Torex contained in this Circular, including all Torex financial information, has been derived from Torex's publicly disclosed information or provided by Torex. Although Prime has no reason to doubt the accuracy or completeness of such information, any inaccuracy or material omission in Torex's publicly disclosed information, including the information about or relating to Torex contained in this Circular, could result in unanticipated liabilities or expenses, increase the cost of integrating the companies or adversely affect the operational and development plans and the results of operations and financial condition of the Combined Company.

INFORMATION CONCERNING PRIME

The Company was incorporated under the *Company Act* (British Columbia) on May 14, 1981 under the name of Better Resources Limited. The name of the Company was changed to Bluerock Resources Limited in October 2005, to Angus Metals Corp in May 2009, to ePower Metals Inc. in December 2017 and to Prime Mining Corp. in August 2019.

The Company's business involves the acquisition, exploration and development of interests in mineral projects. The Company is focused on advancing gold exploration properties in Mexico, in particular, the Los Reyes Project.

The Company's head office and principal place of business is located at Suite 710, 1030 West Georgia Street, Vancouver, BC, V6E 2Y3. The Company's registered and records office is located at Suite 2200, 885 West Georgia Street, Vancouver, BC, V6C 3E8.

The Prime Shares are traded on the TSX under the symbol "PRYM", on the Frankfurt Stock Exchange under the symbol "O4V3" and on the OTCQX market under the symbol "PRMNF". Following the completion of the Arrangement, the Prime Shares will be delisted from the TSX, the Frankfurt Stock Exchange and the OTCQX.

Documents Incorporated by Reference

Information regarding the Company has been incorporated by reference in the Circular from documents filed by the Company with securities commissions or similar authorities in Canada. Copies of the documents incorporated in the Circular by reference regarding the Company may be obtained on request without charge from the Company and are also available electronically under the Company's profile at www.sedarplus.ca. See "*Additional Information*".

The following documents, filed with the securities regulatory authorities in Canada, are specifically incorporated by reference into, and form a part, of the Circular:

(a) the Company AIF (other than the section entitled "Los Reyes project", which is superseded by the description of the Los Reyes Project below);

(b) the Company Q2 Interim Financial Statements;

(c) the management's discussion and analysis of financial condition and results of operations of the Company for the three and six months ended June 30, 2025 and 2024;

(d) the Company Annual Financial Statements;

(e) the management's discussion and analysis of financial condition and results of operations of the Company for the years ended December 31, 2024 and 2023;

(f) the management information circular of the Company dated May 5, 2025 in connection with the annual general meeting of Shareholders held on June 19, 2025;

(g) the material change report of the Company dated August 6, 2025, with respect to the entering into of the Arrangement Agreement; and

(h) the Company Technical Report.

Any documents of the type described in Section 11.1 of Form 44-101F1 — *Short Form Prospectus* filed by the Company with any securities regulatory authorities in Canada subsequent to the date of the Circular and prior to the Effective Date will be deemed to be incorporated by reference in the Circular.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Circular will be deemed to be modified or superseded for the purposes of the Circular to the extent that a statement contained in this Circular or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference in this Circular modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of the Circular.

Information contained in or otherwise accessed through the Company's website (www.primeminingcorp.ca), or any other website, does not form part of the Circular. All such references to the Company's website are inactive textual references only.

Los Reyes Project

The executive summary of the Company Technical Report, included as Appendix J hereto, is extracted from the Company Technical Report. The authors of the Company Technical Report are independent Qualified Persons (as defined by NI 43-101). The detailed disclosure on the Los Reyes Project in the Company Technical Report is incorporated into this Circular by reference and the summary attached as Appendix J is subject to all the assumptions, qualifications and procedures set out in the Company Technical Report. A copy of the Company Technical Report was filed by Prime on June 26, 2025 on SEDAR+ and may be accessed under the Company's profile at www.sedarplus.ca.

Price Range and Trading Volume

The Prime Shares currently trade on the TSX under the symbol "PRYM".

The following table shows the high and low trading prices and monthly trading volume of the Prime Shares on the TSX for the twelve-month period preceding the date of this Circular.

Month	High (C$)	Low (C$)	Volume
August 2024	2.07	1.58	1,961,496
September 2024	1.80	1.30	3,098,192
October 2024	2.20	1.52	7,661,287
November 2024	1.96	1.13	13,213,908
December 2024	1.73	1.38	4,761,682
January 2025	1.91	1.33	13,742,911
February 2025	1.98	1.26	3,702,806
March 2025	1.68	1.29	5,718,284
April 2025	1.62	1.18	4,405,073
May 2025	1.60	1.22	3,876,893
June 2025	2.18	1.54	12,189,290
July 2025	2.46	1.94	12,978,241
August 1 – 25, 2025	2.57	2.31	9,075,657

The closing price of Prime Shares on the TSX on July 25, 2025, the last trading day prior to the announcement of the Arrangement, was C$2.17. The closing price of Prime Shares on the TSX on August 25, 2025 was C$2.55.

Prior Sales

The following table sets forth information in respect of issuances of Prime Shares within the twelve (12) months preceding the date of this Circular, including the number of Prime Shares issued, the date of issuance and the price at which such Prime Shares have been issued:

Date of Issuance	Number of Prime Shares	Reason for Issuance	Issuance Price
August 27, 2024	40,000	Exercise of Prime Warrants	$1.10
September 11, 2024	75,000	Exercise of Prime Options	$0.40
September 19, 2024	1,000,000	Exercise of Prime Options	$0.40
September 26, 2024	30,000	Exercise of Prime Warrants	$1.10
October 1, 2024	150,000	Exercise of Prime Options	$0.40
October 11, 2024	30,000	Exercise of Prime Warrants	$1.10
October 24, 2024	500,000	Exercise of Prime Options	$0.95
October 28, 2024	100,000	Exercise of Prime Options	$0.95
October 30, 2024	300,000	Exercise of Prime Warrants	$1.10
November 1, 2024	80,000	Exercise of Prime Warrants	$1.10
November 25, 2024	400,000	Exercise of Prime Warrants	$1.10
January 22, 2025	151,951	Conversion of Prime RSUs	$1.67
January 24, 2025	200,000	Exercise of Prime Options	$0.42
January 24, 2025	150,000	Exercise of Prime Options	$0.95
February 14, 2025	100,000	Exercise of Prime Warrants	$1.10
February 20, 2025	21,500	Exercise of Prime Warrants	$1.10
March 14, 2025	212,000	Exercise of Prime Warrants	$1.10
March 18, 2025	38,500	Exercise of Prime Warrants	$1.10
March 20, 2025	1,055,333	Exercise of Prime Warrants	$1.10
March 21, 2025	6,000	Exercise of Prime Warrants	$1.10
March 24, 2025	410,000	Exercise of Prime Warrants	$1.10
March 27, 2025	500,000	Exercise of Prime Options	$0.95
March 28, 2025	610,000	Exercise of Prime Warrants	$1.10
April 2, 2025	10,000	Exercise of Prime Warrants	$1.10
April 11, 2025	200,000	Exercise of Prime Warrants	$1.10
April 14, 2025	100,000	Exercise of Prime Warrants	$1.10
April 15, 2025	20,000	Exercise of Prime Warrants	$1.10
May 12, 2025	90,000	Exercise of Prime Warrants	$1.10
May 14, 2025	150,000	Exercise of Prime Options	$0.95
May 14, 2025	170,000	Exercise of Prime Warrants	$1.10
May 23, 2025	250,000	Exercise of Prime Warrants	$1.10
May 26, 2025	120,000	Exercise of Prime Warrants	$1.10
May 27, 2025	400,000	Exercise of Prime Warrants	$1.10
May 28, 2025	200,000	Exercise of Prime Warrants	$1.10
May 29, 2025	150,000	Exercise of Prime Warrants	$1.10
May 30, 2025	300,000	Exercise of Prime Warrants	$1.10
June 2, 2025	2,276,667	Exercise of Prime Warrants	$1.10
June 3, 2025	800,000	Exercise of Prime Warrants	$1.10
June 3, 2025	600,000	Exercise of Prime Options	$0.95
June 4, 2025	100,000	Exercise of Prime Warrants	$1.10
June 5, 2025	1,760,000	Exercise of Prime Warrants	$1.10
June 9, 2025	2,100,000	Exercise of Prime Warrants	$1.10
June 10, 2025	970,000	Exercise of Prime Warrants	$1.10
June 10, 2025	750,000	Exercise of Prime Options	$0.95
June 11, 2025	2,194,000	Exercise of Prime Warrants	$1.10
June 11, 2025	200,000	Exercise of Prime Options	$0.95
June 12, 2025	576,000	Exercise of Prime Warrants	$1.10
June 23, 2025	300,000	Exercise of Prime Options	$1.30
August 13, 2025	100,000	Exercise of Prime Options	$1.92
August 14, 2025	100,000	Exercise of Prime Options	$1.92
August 14, 2025	266,667	Conversion of Prime RSUs	$2.48
TOTAL	**21,513,618**		

The following table sets forth information in respect of issuances of securities of Prime that are convertible or exchangeable into Prime Shares within the twelve (12) months preceding the date of this Circular, including the number of such securities issued, the date of issuance and the exercise price of such securities:

Date of Issuance	Number of Prime Securities	Exercise Price
September 25, 2024	88,415[(1)]	N/A
March 7, 2025	840,282[(2)]	N/A
March 7, 2025	608,317[(3)]	N/A
March 7, 2025	875,823[(4)]	$1.44
TOTAL	**2,412,837**	

Notes:

(1) Prime DSUs granted to a director of the Company as partial consideration for joining the Board.
(2) Prime DSUs granted to directors of the Company as part of annual long-term incentive grant.
(3) Prime RSUs granted to senior management and employees of the Company as part of annual long-term incentive grant.
(4) Prime Options granted to senior management as part of annual long-term incentive grant.

Dividends or Capital Distributions

Prime has not declared or paid any cash dividends or capital distributions on the Prime Shares since inception. Prime does not anticipate paying cash dividends or capital distributions on the Prime Shares for the foreseeable future. Payment of any future dividends will be at the discretion of the Board after taking into account many factors including the Company's operating results, financial condition and current and anticipated cash needs.

Expenses

The estimated fees, costs and expenses of the Company in connection with the Arrangement, including, without limitation, fees of the financial advisor, filing fees, legal and accounting fees and printing and mailing costs are not expected to exceed approximately C$8 million.

Interests of Experts

The following persons and companies have prepared certain sections of this Circular and/or Appendices attached hereto as described below or are named as having prepared or certified a report, statement or opinion in or incorporated by reference in this Circular.

Name of Expert	Nature of Relationship
BMO Capital Markets	Prepared the Fairness Opinion
Davidson & Company LLP	Auditor of the Company
Blake, Cassels & Graydon LLP	Legal counsel to the Company

To the knowledge of the Company, neither BMO nor any of the designated professionals thereof, held securities representing more than 1% of all issued and outstanding Prime Shares as at the date of the Fairness Opinion, and none of the persons above is or is expected to be elected, appointed or employed as a director, officer or employee of the Company or of any associate or affiliate of the Company.

Davidson & Company LLP has advised that it is independent with respect to the Company within the meaning of the Code of Professional Conduct of the Chartered Professional Accountants of British Columbia.

To the knowledge of the Company, the partners and associates of Blakes, as a group, own, directly or indirectly, in the aggregate less than 1% of all of the issued and outstanding Prime Shares as of the date of this Circular.

With respect to technical information relating to the Company contained in this Circular or in a document incorporated by reference herein, the following is a list of persons or companies named as having prepared or certified a statement, report or valuation and whose profession or business gives authority to the statement, report or valuation made by the person or company:

- John Sims, CPG, Damian Gregory, P.Eng., Chantal Jolette, P.Geo. and Caleb D. Cook, P.Eng. all of whom are Qualified Persons (as defined by NI 43-101).

To the Company's knowledge, each of the foregoing firms or persons beneficially owns, directly or indirectly, less than 1% of the issued and outstanding Prime Shares, and none of the persons above is or is expected to be elected, appointed or employed as a director, officer or employee of the Company or of any associate or affiliate of the Company.

Statement of Rights

Securities legislation in the provinces and territories of Canada provides Shareholders with, in addition to any other rights they may have at law, one or more rights of rescission, price revision or to damages, if there is a misrepresentation in a circular or notice that is required to be delivered to those Shareholders. However, such rights must be exercised within prescribed time limits. Shareholders should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult a lawyer.

INFORMATION CONCERNING THE PURCHASER

Information regarding the Purchaser including risk factors before and after the Arrangement is contained in Appendix F – "*Information Concerning the Purchaser*" attached to this Circular. The information concerning the Purchaser contained in this Circular has been provided by the Purchaser for inclusion in this Circular. Although the Company has no knowledge that any statement contained herein taken from, or based on, such information and records or information provided by the Purchaser are untrue or incomplete, the Company assumes no responsibility for the accuracy of the information contained in such documents, records or information or for any failure by the Purchaser to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to the Company.

INFORMATION CONCERNING THE COMBINED COMPANY

On completion of the Arrangement, Torex will continue to be a corporation incorporated under and governed by the OBCA and will own all of the Prime Shares.

For further information regarding the Combined Company after the completion of the Arrangement, please see Appendix G – "*Information Concerning the Combined Company*".

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the principal Canadian federal income tax considerations under the Tax Act of the Arrangement generally applicable to a Shareholder who beneficially owns their Prime Shares and who, at all relevant times and for the purposes of the Tax Act: (i) deals at arm's length with each of Prime and Torex; (ii) is not, and will not be, affiliated with Prime or Torex; and (iii) holds all Prime Shares, and will hold any Torex Shares received pursuant to the Arrangement, as capital property (a "**Holder**").

The Prime Shares and Torex Shares will generally be considered to be capital property to a Holder for purposes of the Tax Act, unless the Holder holds or uses, or is deemed to hold or use, such shares in the course of carrying on a business of trading or dealing in securities or has acquired, or is deemed to acquire, such shares in one or more transactions considered to be an adventure or concern in the nature of trade.

In addition, this summary is not applicable to a Holder: (a) that is a "financial institution" for purposes of the "mark-to-market property" rules in the Tax Act; (b) that is a "specified financial institution" (as defined in the Tax Act); (c) an interest in which is, or whose Prime Shares or Torex Shares are, a "tax shelter investment" (as defined in the Tax Act); (d) that has made a "functional currency" reporting election under the Tax Act to report its "Canadian tax results" (as defined in the Tax Act) in a currency other than Canadian currency; (e) that has or will enter into a "derivative forward agreement", "synthetic disposition arrangement", or "synthetic equity arrangement" (each as defined in the Tax Act) with respect to the Prime Shares or the Torex Shares; (f) that is a "foreign affiliate" (as defined in the Tax Act) of a taxpayer resident in Canada; (g) that, immediately following the Arrangement, will, either alone or together with persons with whom such Holder does not deal at arm's length, beneficially own Torex Shares which have a fair market value in excess of 50% of the fair market value of all outstanding Torex Shares; (h) that receives dividends on the Prime Shares or Torex Shares under or as part of a "dividend rental arrangement" (as defined in the Tax Act); (i) that is exempt from tax under Part I of the Tax Act; or (j) that has acquired Prime Shares on the exercise of an employee stock option or the exercise of warrants. **Such Holders should consult their own tax advisors.**

Additional considerations, not discussed in this summary, may be applicable to a Holder that is a corporation resident in Canada, and is, or becomes, or does not deal at arm's length for purposes of the Tax Act with a corporation resident in Canada that is or becomes, as part of a transaction or event or series of transactions or events that includes the acquisition of Torex Shares, controlled by a non-resident person, or group of non-resident persons not dealing with each other at arm's length, for purposes of the "foreign affiliate dumping" rules in section 212.3 of the Tax Act. **Any such Holder should consult its own tax advisor.**

This summary is not applicable to Warrant Holders, Option Holders, RSU Holders, or DSU Holders and the tax considerations relevant to such holders are not discussed herein. Any such persons should consult their own tax advisors with respect to the tax consequences of the Arrangement.

This summary is based on the facts set out in this Circular, the provisions of the Tax Act in force on the date hereof, and counsel's understanding of the current published administrative policies and assessing practices of the CRA published in writing and publicly available prior to the date hereof. This summary also takes into account all specific proposals to amend the Tax Act which have been publicly and officially announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**"). It is assumed that all such Proposed Amendments will be enacted in their present form, although no assurances can be given that the Proposed Amendments will enacted as proposed or at all. Except for the Proposed Amendments, this summary does not take into account or anticipate any changes in Law, whether by judicial, governmental or legislative action or decision, or changes in the administrative policies and assessing practices of the CRA, nor does it take into account provincial, territorial or foreign income tax legislation or considerations, which may differ significantly from the Canadian federal income tax considerations discussed herein.

This summary is of a general nature only and is not exhaustive of all possible relevant Canadian federal income tax considerations applicable to the Arrangement. This summary is not, and should not be construed as, legal, business or tax advice to any particular person (including a Holder as defined above) and no representations with respect to the tax consequences to any particular Holder are made. The tax consequences of the Arrangement will vary according to the Holder's particular circumstances. Accordingly, all Holders should consult their own tax advisors regarding the tax consequences of the Arrangement applicable to them based on their particular circumstances, including the application and effect of the income and other tax laws of any country, province or jurisdiction that may be applicable to the Holder. This summary does not address any tax considerations applicable to persons other than Holders and such persons should consult their own tax advisors regarding the consequences of the Arrangement under the Tax Act and any jurisdiction in which they may be subject to tax.

Currency Conversion

Generally, for purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of the Prime Shares or Torex Shares (including dividends, adjusted cost base and proceeds of disposition) must be expressed in Canadian dollars. For purposes of the Tax Act, amounts denominated in a foreign currency generally must be converted into Canadian dollars using the appropriate exchange rate determined in accordance with the detailed rules contained in the Tax Act in that regard.

Holders Resident in Canada

This portion of the summary is generally applicable to a Holder who, for purposes of the Tax Act and any applicable income tax treaty or convention, is or is deemed to be resident in Canada at all relevant times (a "**Resident Holder**").

Certain Resident Holders whose Prime Shares or Torex Shares might not otherwise qualify as capital property may, in certain circumstances, be entitled to make an irrevocable election under subsection 39(4) of the Tax Act to have such shares and every other "Canadian security" (as defined in the Tax Act) owned by such Resident Holder in the taxation year of the election, and in all subsequent taxation years, deemed to be capital property. Such Resident Holders should consult their own tax advisors regarding whether an election under subsection 39(4) of the Tax Act is available and advisable in their particular circumstances.

Exchange of Prime Shares for Torex Shares

A Resident Holder that exchanges Prime Shares for Torex Shares pursuant to the Arrangement will generally be deemed to have disposed of such Prime Shares on a tax-deferred basis under section 85.1 of the Tax Act, unless such Resident Holder chooses

to recognize a capital gain or capital loss, otherwise determined, in computing their income for the taxation year that includes the Arrangement.

Where a Resident Holder does not choose to recognize a capital gain (or a capital loss) in respect of the exchange of Prime Shares for Torex Shares, such Resident Holder will be deemed to have disposed of the Prime Shares for proceeds of disposition equal to the Resident Holder's adjusted cost base of those shares immediately before the Arrangement, and the Resident Holder will be deemed to have acquired Torex Shares at a cost equal to such adjusted cost base of the Prime Shares. The cost of such Torex Shares will be averaged with the adjusted cost base of all Torex Shares (if any) held by the Resident Holder as capital property at that time for the purpose of determining the adjusted cost base of each Torex Share held by the Resident Holder.

If a Resident Holder chooses to recognize a capital gain (or a capital loss) on the exchange of Prime Shares for Torex Shares by including the capital gain (or capital loss) in computing their income for the taxation year in which the Arrangement is completed, the Resident Holder will recognize a capital gain (or a capital loss) equal to the amount, if any, by which the fair market value of the Torex Shares received in exchange for the Prime Shares (as determined at the time of the exchange), net of any reasonable costs of disposition, exceeds (or is less than) the adjusted cost base of the Prime Shares immediately before the exchange. See "*Taxation of Capital Gains and Losses*" below for a general discussion of the treatment of capital gains and capital losses under the Tax Act. The cost of Torex Shares acquired on the exchange will be equal to the fair market value thereof in these circumstances. This cost will be averaged with the adjusted cost of all other Torex Shares (if any) held by the Resident Holder as capital property immediately before the exchange for the purpose of determining the adjusted cost base of each Torex Share held by the Resident Holder. **Resident Holders should consult their own tax advisors in this regard.**

Disposition of Torex Shares

A Resident Holder that disposes of, or is deemed to dispose of, a Torex Share acquired under the Arrangement (other than a disposition to Torex, unless purchased by Torex in the open market in a manner in which shares are normally purchased by a member of the public in the open market or in a tax-deferred transaction) generally will realize a capital gain (or a capital loss) equal to the amount, if any, by which the proceeds of disposition of such Torex Share exceeds (or is less than) the aggregate of the Resident Holder's adjusted cost base of such Torex Share immediately prior to the disposition and any reasonable costs of disposition. See "*Taxation of Capital Gains and Losses*" below.

Taxation of Capital Gains and Losses

Generally, one-half of any capital gain (a "**taxable capital gain**"), realized by a Resident Holder in a taxation year must be included in the Resident Holder's income for that year and one-half of any capital loss (an "**allowable capital loss**") realized by a Resident Holder in a taxation year must be deducted against taxable capital gains realized by the Resident Holder in the year. Allowable capital losses in excess of taxable capital gains realized in a particular taxation year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized by the Resident Holder 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 on the disposition (or deemed disposition) of a share may be reduced by the amount of any dividends received (or deemed to be received) by the Resident Holder on such share (or a share substituted for such share) to the extent and in the circumstances described in the Tax Act. Similar rules may apply where a share is owned by a partnership or trust of which a corporation, trust or partnership is a member or beneficiary. Resident Holders to whom these rules may be relevant should consult their own advisors.

Dividends on Torex Shares

Dividends received or deemed to be received on Torex Shares by a Resident Holder who is an individual (including certain trusts) will be included in computing the individual's income for tax purposes and will be subject to the gross-up and dividend tax credit rules applicable to a "taxable dividend" received from a "taxable Canadian corporation" (each as defined in the Tax Act), including the enhanced gross-up and dividend tax credit rules applicable to any dividends designated by Torex as "eligible dividends" (as defined in the Tax Act) in accordance with the Tax Act. There may be limitations on the ability of Torex to designate dividends as "eligible dividends".

Dividends (including deemed dividends) received on Torex Shares by a Resident Holder that is a corporation will be included in computing the corporation's income for tax purposes and generally will be deductible in computing the corporation's taxable income. In certain circumstances, subsection 55(2) of the Tax Act will treat a taxable dividend received or deemed to be received by a Resident Holder that is a corporation as proceeds of disposition or a capital gain. Resident Holders that are corporations are urged to consult their own tax advisors having regard to their particular circumstances.

A Resident Holder that is a "private corporation" or "subject corporation", each as defined in the Tax Act, may be liable to pay tax under Part IV of the Tax Act (refundable in certain circumstances) on dividends received (or deemed to be received) on Torex Shares to the extent that such dividends are deductible in computing the Resident Holder's taxable income for the taxation year. A "subject corporation" is generally a corporation (other than a private corporation) resident in Canada and controlled directly or indirectly by or for the benefit of an individual (other than a trust) or a related group of individuals (other than trusts).

Minimum Tax

A Resident Holder that is an individual or a trust (other than certain trusts) may be liable for alternative minimum tax as a result of realizing a capital gain or upon receipt of taxable dividends, including deemed dividends. Such Resident Holders should consult their own tax advisors in this regard.

Additional Refundable Tax

A Resident Holder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) throughout a taxation year or a "substantive CCPC" (as defined in the Tax Act) at any time in a taxation year may be liable to pay an additional tax (refundable in certain circumstances) on its "aggregate investment income", which is defined in the Tax Act to include interest income, taxable capital gains, and dividends (including deemed dividends) that are not deductible in computing the Resident Holder's taxable income for the taxation year.

Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights in respect of the Arrangement (a "**Dissenting Resident Holder**") will be deemed to have transferred its Prime Shares to Prime, and will be entitled to receive from Prime a payment equal to the fair value of the Dissenting Resident Holder's Prime Shares. A Dissenting Resident Holder will be deemed to have received a dividend on its Prime Shares equal to the amount, if any, by which the payment received for such Prime Shares (less the amount in respect of interest, if any, awarded by a court) exceeds the paid-up capital of such Prime Shares (as determined under the Tax Act).

A Dissenting Resident Holder will also be considered to have disposed of such Dissenting Resident Holder's Prime Shares for proceeds of disposition equal to the amount received by the Dissenting Resident Holder (excluding the amount of any interest awarded by a court) less the amount of any deemed dividend as described above. The Dissenting Resident Holder will realize a capital gain (or capital loss) to the extent that the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of the Dissenting Resident Holder's Prime Shares.

Any deemed dividend received by a Dissenting Resident Holder and any capital gain or capital loss realized by a Dissenting Resident Holder, will be treated in the same manner as described under the subheadings "*Dividends on Torex Shares*" and "*Taxation of Capital Gains and Losses*" above.

Interest awarded by a court to a Dissenting Resident Holder will be included in the Dissenting Resident Holder's income for purposes of the Tax Act. A Dissenting Resident Holder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) throughout a taxation year or a "substantive CCPC" (as defined in the Tax Act) at any time in a taxation year may be liable to pay an additional tax on such interest as described above under the subheading "*Additional Refundable Tax*".

Resident Holders who are considering exercising Dissent Rights should consult their own tax advisors with respect to the income tax consequences of exercising their Dissent Rights.

Eligibility for Investment

Subject to the provisions of any particular plan, based on the provisions of the Tax Act in force as of the date hereof, the Torex Shares, if issued on the date hereof, would be at the time of acquisition a "qualified investment" under the Tax Act for a trust governed by a "registered retirement savings plan", "registered retirement income fund", "registered education savings plan", "registered disability savings plan", "first home savings account" and "tax-free savings account", as those terms are defined in the Tax Act (each a "**Registered Plan**") or a "deferred profit sharing plan" (as defined in the Tax Act), provided that at the time of acquisition the Torex Shares are listed on a "designated stock exchange" for purposes of the Tax Act (which currently includes the TSX) or Torex is otherwise a "public corporation", other than a "mortgage investment corporation", each as defined in the Tax Act.

Notwithstanding that the Torex Shares may be qualified investments at a particular time, the holder of, annuitant under or subscriber of, as applicable, a Registered Plan (the "**Controlling Individual**") will be subject to a penalty tax in respect of a Torex Share held in the Registered Plan if the share is a "prohibited investment" under the Tax Act. A Torex Share generally will not be a prohibited investment for the Registered Plan provided that the Controlling Individual: (i) deals at arm's length with Torex for purposes of the Tax Act and (ii) does not have a "significant interest" (as defined in the Tax Act for the purposes of the prohibited investment rules) in Torex. In addition, Torex Shares will not be a prohibited investment if they are "excluded property" (as defined in the Tax Act for the purposes of the prohibited investment rules) for a Registered Plan.

Resident Holders that intend to hold Torex Shares in a Registered Plan or a deferred profit sharing plan should consult their own tax advisors in regard to their particular circumstances.

Holders Not Resident in Canada

The following portion of this summary applies to a Holder who, for the purposes of the Tax Act and any applicable income tax treaty or convention and at all relevant times, is not resident or deemed to be resident in Canada and does not use or hold, and is not deemed to use or hold, Prime Shares or Torex Shares in connection with carrying on 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 an insurance business in Canada and elsewhere or an "authorized foreign bank" (as defined in the Tax Act). Such Non-Resident Holders should consult their own tax advisors.

Exchange of Prime Shares for Torex Shares and Subsequent Disposition of Torex Shares

Non-Resident Holders will not be subject to tax under the Tax Act in respect of any capital gain, or be entitled to deduct any capital loss, realized on the exchange of Prime Shares for Torex Shares or on the disposition or deemed disposition of its Torex Shares acquired pursuant to the Arrangement unless such shares constitute "taxable Canadian property" (as defined in the Tax Act) of the Non-Resident Holder at the time of disposition and the Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention.

Generally, as long as a Prime Share or a Torex Share, as applicable, of the Non-Resident Holder is listed on a "designated stock exchange" as defined in the Tax Act (which currently includes the TSX) at the time of disposition or deemed disposition, such share will not constitute taxable Canadian property of the Non-Resident Holder at that time unless, at any time during the 60-month period immediately preceding the disposition or deemed disposition of the share the following two conditions are met concurrently: (a) one or any combination of (i) the Non-Resident Holder, (ii) persons with whom the Non-Resident Holder does not deal at arm's length, and (iii) partnerships in which the Non-Resident Holder or a person described in (ii) holds a membership interest directly or indirectly through one or more partnerships, owned 25% or more of the issued shares of any class or series of shares in the capital stock of the issuer; and (b) more than 50% of the fair market value of the share was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, "Canadian resource property" or "timber resource property" (each as defined in the Tax Act), and options in respect of, interests in, or, for civil law, rights in, any such property (whether or not such property exists).

Notwithstanding the foregoing, a share may also be deemed to be taxable Canadian property to a Non-Resident Holder in certain other circumstances under the Tax Act.

Even if a share is considered to be taxable Canadian property of a Non-Resident Holder at the time of disposition of the share, a capital gain realized on the disposition of the share may nevertheless be exempt from tax under the Tax Act pursuant to the terms of an applicable income tax treaty or convention, subject to the application of *The Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting* (the "**MLI**") of which Canada is a signatory and which affects many of Canada's bilateral tax treaties (but not the Canada-U.S. Tax Treaty), including the ability to claim benefits thereunder.

Generally, in the event that a share constitutes taxable Canadian property of a Non-Resident Holder at the time of disposition of the share and any capital gain realized by the Non-Resident Holder on the disposition of the share is not exempt from tax under the Tax Act by virtue of an applicable income tax treaty or convention, including as a result of the application of the MLI, the Non-Resident Holder's capital gain (or capital loss) in respect of such disposition generally will be computed in the manner described above under the headings "*Holders Resident in Canada – Exchange of Prime Shares for Torex Shares*", "*Holders Resident in Canada – Disposition of Torex Shares*" and "*Holders Resident in Canada – Taxation of Capital Gains and Losses*" as though the Non-Resident Holder were a Resident Holder.

Non-Resident Holders whose shares may be taxable Canadian property should consult their own tax advisors regarding the tax and compliance considerations that may be relevant to them.

Dividends on Torex Shares

Dividends paid or credited, or deemed to be paid or credited, on a Non-Resident Holder's Torex Shares will be subject to withholding tax under the Tax Act at a rate of 25% on the gross amount of such dividend unless the rate is reduced under the provisions of an applicable income tax treaty or convention (subject to the MLI). For example, under the *Canada-United States Tax Convention (1980),* as amended (the "**Canada-U.S. Tax Treaty**"), the rate of withholding tax on dividends paid or credited to a Non-Resident Holder who is a resident in the U.S. for the purposes of the Canada-U.S. Tax Treaty, is the beneficial owner of the dividends, and is fully entitled to benefits under the Canada-U.S. Tax Treaty ("**U.S. Resident Holder**") is generally limited to 15% of the gross amount of the dividend. The rate of withholding tax is further reduced to 5% in the case of a U.S. Resident Holder that is a company that beneficially owns, directly or indirectly, at least 10% of the voting stock of Torex.

Non-Resident Holders should consult their own tax advisors to determine their entitlement to benefits under any applicable income tax treaty or convention based on their particular circumstances.

Dissenting Non-Resident Holders

A Non-Resident Holder who validly exercises Dissent Rights in respect of the Arrangement (a "**Dissenting Non-Resident Holder**") will be deemed to have transferred its Prime Shares to Prime, and will be entitled to receive from Prime a payment equal to the fair value of the Dissenting Non-Resident Holder's Prime Shares. A Dissenting Non-Resident Holder will be deemed to have received a dividend on its Prime Shares equal to the amount, if any, by which the payment received for such Prime Shares (less the amount in respect of interest, if any, awarded by a court) exceeds the paid-up capital of such Prime Shares (as determined under the Tax Act).

Any deemed dividend received by a Dissenting Non-Resident Holder will be subject to Canadian withholding tax as generally described above under the subheading "*Dividends on Torex Shares*".

A Dissenting Non-Resident Holder will also be considered to have disposed of such Dissenting Non-Resident Holder's Prime Shares for proceeds of disposition equal to the amount received by such Dissenting Non-Resident Holder (excluding the amount of any interest awarded by a court) less the amount of any deemed dividend described above. A Dissenting Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on the disposition unless such Prime Shares are, or are deemed to be, taxable Canadian property of the Dissenting Non-Resident Holder at the time of disposition and the Dissenting Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention, including as a result of the application of the MLI. The same general considerations apply as discussed above under the subheading "*Exchange of Prime Shares for Torex Shares and Subsequent Disposition of Torex Shares*" in determining whether a capital gain will be subject to tax under the Tax Act.

Any interest paid or credited to a Dissenting Non-Resident Holder should not be subject to withholding tax under the Tax Act provided that such interest is not "participating debt interest" (as defined in the Tax Act).

Non-Resident Holders who are considering exercising Dissent Rights should consult their own tax advisors with respect to the income tax consequences of exercising their Dissent Rights.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE ARRANGEMENT

The following is a general discussion of certain U.S. federal income tax considerations under the U.S. Tax Code generally applicable to certain U.S. Holders (as defined below) relating to the Arrangement and to the ownership and disposition of the Torex Shares by such U.S. Holders following the Arrangement. This discussion is based upon the provisions of the U.S. Tax Code, existing final, temporary and proposed U.S. Treasury Department regulations promulgated thereunder (the "**Treasury Regulations**"), the Canada-U.S. Tax Treaty, and current administrative rulings and court decisions in effect on the date hereof, all of which are subject to change, possibly with retroactive effect, and to differing interpretations. Changes in these authorities may cause the U.S. federal income tax consequences to vary substantially from those described below. This summary does not discuss the potential effects, whether adverse or beneficial, of any proposed legislation that, if enacted, could be applied on a retroactive or prospective basis. This summary does not address the U.S. federal alternative minimum tax, U.S. federal estate and gift tax, U.S. state or local tax, U.S. federal net investment income tax or non-U.S. tax consequences to U.S. Holders of the Arrangement or the ownership and disposition of Torex Shares received pursuant to the Arrangement. This summary does not discuss the U.S. tax consequences of the Arrangement to holders with respect to their Prime Options, Prime Warrants, Prime RSUs or Prime DSUs. In addition, except as specifically set forth below, this summary does not discuss applicable tax reporting requirements.

No legal opinion from U.S. legal counsel or ruling from the IRS has been requested, or is expected to be obtained, regarding the U.S. federal income tax consequences described herein. This discussion is not binding on the IRS or any court, and there can be no assurance that the IRS will not take a contrary position or that such a position would not be sustained by a court. This discussion also assumes that the Arrangement is carried out as described in this Circular and that the Arrangement is not integrated with any other transaction for U.S. federal income tax purposes.

This discussion is for general information only and is not intended to be, nor should it be construed to be, legal or tax advice to any holder of Prime Shares (or, after the Arrangement, Torex Shares) and no opinion or representation with respect to the U.S. federal income tax consequences to any such holder is made. This summary does not take into account the individual facts and circumstances of any particular U.S. Holder that may affect the U.S. federal income tax consequences to such U.S. Holder, including specific tax consequences to a U.S. Holder under an applicable tax treaty. This discussion applies only to U.S. Holders that own Prime Shares and will own, after the Arrangement, Torex Shares as "capital assets" for U.S. federal income tax purposes (generally, property held for investment), and does not discuss all of the U.S. federal income tax considerations that may be relevant to specific U.S. Holders in light of their particular circumstances or to U.S. Holders subject to special treatment under U.S. federal income tax law including without limitation:

- banks, trusts, mutual funds and other financial institutions;
- regulated investment companies or real estate investment trusts;
- traders in securities that elect to apply a mark-to-market method of accounting;
- brokers, dealers or traders in securities, currencies or commodities;
- tax-exempt organizations, tax-qualified retirement accounts, or pension funds;
- insurance companies;
- dealers or brokers in securities or foreign currency;
- individual retirement and other tax-deferred accounts;

- U.S. Holders whose functional currency is not the U.S. dollar;
- U.S. expatriates or former long-term residents of the U.S.;
- persons subject to special tax accounting rules;
- persons subject to the alternative minimum tax;
- U.S. Holders that own, directly, indirectly or constructively, 5% or more of the total voting power or total value of all of the outstanding stock of Prime or, after the Arrangement, Torex;
- holders that hold their shares as part of a straddle, hedging, conversion, constructive sale or other risk reduction transaction;
- persons who hold their Prime Shares other than as capital assets within the meaning of Section 1221 of the U.S. Tax Code;
- partnerships or other pass-through entities (and partners or other owners thereof);
- S corporations (and shareholders thereof);
- U.S. Holders that hold their Prime Shares (or after the Arrangement, Torex Shares) in connection with a trade or business, permanent establishment, or fixed base outside the U.S.;
- U.S. Holders that acquired their Prime Shares through gift or inheritance; and
- holders, such as former holders of Prime Options, Prime Warrants, Prime RSUs or Prime DSUs, who received their Prime Shares (or, after the Arrangement, Torex Shares) through the exercise or cancellation of employee stock options or otherwise as compensation for services or through a tax-qualified retirement plan.

U.S. Holders that are subject to special provisions under the U.S. Tax Code, including U.S. Holders described immediately above, should consult their own tax advisors regarding the U.S. federal, U.S. state and local, and non-U.S. tax consequences relating to the Arrangement and the ownership and disposition of the Torex Shares by such U.S. Holders following the Arrangement.

For purposes of this discussion, a "**U.S. Holder**" means a beneficial owner of Prime Shares at the time of the Arrangement and, to the extent applicable, Torex Shares following the Arrangement, that is:

- an individual who is a citizen or resident of the United States, as determined for U.S. federal income tax purposes;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States or any state thereof or the District of Columbia;
- an estate the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if (1) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (2) the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person for U.S. federal income tax purposes.

If a partnership, including for this purpose any entity or arrangement that is treated as a partnership or other "pass-through" entity for U.S. federal income tax purposes, holds Prime Shares at the time of the Arrangement or, to the extent applicable, Torex Shares following the Arrangement, the tax treatment of a partner in such partnership will generally depend upon the status of the partner and the activities of the partnership. A Shareholder that is a partnership and a partner (or other owner) in such partnership

is urged to consult its own tax advisors about the U.S. federal income tax consequences of the Arrangement and the ownership and disposition of the Torex Shares following the Arrangement.

THIS SUMMARY IS FOR GENERAL INFORMATION ONLY AND IS NOT INTENDED TO CONSTITUTE A COMPLETE DESCRIPTION OF ALL UNITED STATES TAX CONSEQUENCES RELATING TO THE ARRANGEMENT AND HOLDING AND DISPOSING OF TOREX SHARES RECEIVED PURSUANT TO THE ARRANGEMENT. SHAREHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE U.S. FEDERAL INCOME AND OTHER TAX CONSIDERATIONS RELATING TO THE ARRANGEMENT IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES, AS WELL AS THE EFFECT OF ANY STATE, LOCAL OR NON-U.S. TAX LAWS.

U.S. Federal Income Tax Consequences of the Arrangement

Exchange of Prime Shares for Torex Shares in the Arrangement

The following discussion is subject in its entirety to the rules described below under the heading "*Application of the PFIC Rules to the Arrangement*" and "*Passive Foreign Investment Company Considerations*".

The exchange of Prime Shares for Torex Shares pursuant to the Arrangement is intended to qualify as a tax-deferred "reorganization" within the meaning of Section 368(a) of the U.S. Tax Code (a "**Reorganization**"), provided that Dissenting Shareholders, if any, are paid by Prime for their Prime Shares with Prime funds which are not directly or indirectly provided by Torex or any affiliate of Torex. There can be no assurance that the IRS will not challenge the treatment of the Arrangement as a Reorganization or that, if challenged, a U.S. court would not agree with the IRS. In addition, no opinion of counsel or ruling from the IRS concerning the U.S. federal income tax consequences of the Arrangement has been obtained and none will be requested. Accordingly, there is a risk that the exchange of Prime Shares for Torex Shares pursuant to the Arrangement will not be treated as made pursuant to a Reorganization.

Tax Consequences if the Arrangement Qualifies as a Reorganization

If the Arrangement qualifies as a Reorganization, and subject to the PFIC rules discussed below, the following U.S. federal income tax consequences should result for U.S. Holders who receive Torex Shares pursuant to the Arrangement:

- a U.S. Holder should not recognize gain or loss on the exchange of Prime Shares for Torex Shares pursuant to the Arrangement;
- the aggregate tax basis of Torex Shares acquired by a U.S. Holder pursuant to the Arrangement should be equal to such U.S. Holder's aggregate tax basis in the Prime Shares surrendered in exchange therefor; and
- the holding period of a U.S. Holder for Torex Shares acquired pursuant to the Arrangement should include such U.S. Holder's holding period for the Prime Shares surrendered in exchange therefor.

If a U.S. Holder holds different blocks of Prime Shares (generally as a result of having acquired different blocks of shares at different times or at different costs), such U.S. Holder's tax basis and holding period in its Torex Shares may be determined with reference to each block of Prime Shares surrendered in exchange therefor. Any such holder is urged to consult its own tax advisor with regard to identifying the bases or holding periods of the particular Torex Shares received pursuant to the Arrangement.

Tax Consequences if the Arrangement is a Taxable Transaction

In general, if the Arrangement does not qualify as a Reorganization, and subject to the PFIC rules discussed below, the following U.S. federal income tax consequences will result for U.S. Holders:

- a U.S. Holder will recognize gain or loss on the exchange of Prime Shares for Torex Shares pursuant to the Arrangement in an amount equal to the difference, if any, between (a) the fair market value of the Torex Shares

received in exchange for the Prime Shares and (b) the adjusted tax basis of such U.S. Holder in the Prime Shares surrendered;

- the aggregate tax basis of a U.S. Holder in the Torex Shares acquired pursuant to the Arrangement will be equal to the fair market value of such Torex Shares on the date of receipt; and

- the holding period of a U.S. Holder for the Torex Shares acquired pursuant to the Arrangement will begin on the day after the date of receipt.

Subject to the PFIC rules discussed below, any gain or loss described in the first bullet point immediately above would be capital gain or loss, which would be long-term capital gain or loss if such Prime Shares are held for more than one year on the date of the exchange. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate or trust. There are no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to complex limitations under the U.S. Tax Code. Any capital gain or loss recognized by a U.S. Holder will generally be treated as "U.S. source" gain or loss for U.S. foreign tax credit purposes.

For these purposes, U.S. Holders must calculate gain or loss separately for each identified block of Prime Shares (that is, the Prime Shares acquired at the same cost in a single transaction) surrendered in exchange for Torex Shares pursuant to the Arrangement.

Application of the PFIC Rules to the Arrangement

A U.S. Holder of Prime Shares may be subject to certain adverse U.S. federal income tax rules in respect of the Arrangement if Prime was classified as a PFIC for any taxable year during which such U.S. Holder has held Prime Shares and did not have certain elections in effect.

A non-U.S. corporation is a PFIC for each tax year in which (i) 75% or more of its gross income is passive income (as defined in Section 1291(b) of the U.S. Tax Code) or (ii) 50% or more of the value of its assets either produce passive income or are held for the production of passive income, based on the quarterly average of the fair market value of such assets. For purposes of the PFIC provisions, "gross income" generally includes all sales revenues less cost of goods sold, plus income from investments and from incidental or outside operations or sources, and "passive income" generally includes dividends, interest, certain royalties and rents, certain gains from the sale of stock and securities, and certain gains from commodities transactions. In determining whether or not it is a PFIC, a non-U.S. corporation is required to take into account its pro rata portion of the income and assets of each corporation in which it owns, directly or indirectly, at least a 25% interest (by value).

Prime believes that it was classified as a PFIC in certain prior tax years and based on current business plans and financial expectations, Prime expects that it may be a PFIC for its current tax year which includes the Effective Date. PFIC classification is factual in nature, and generally cannot be determined until the close of the tax year in question. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. Consequently, there can be no assurances regarding the PFIC status of Prime during the current tax year which includes the Effective Date or any prior tax year.

Under the Proposed PFIC Regulations, absent application of the "PFIC-for-PFIC Exception" discussed below, if Prime is classified as a PFIC for any tax year during which a U.S. Holder holds (or held) Prime Shares, special rules may increase such U.S. Holder's U.S. federal income tax liability with respect to the Arrangement.

Under the default PFIC rules:

- the Arrangement may be treated as a taxable transaction even if it qualifies as a Reorganization, as discussed above;

- any gain on the exchange of Prime Shares pursuant to the Arrangement and any "excess distribution" (defined as the excess of distributions with respect to the Prime Shares if any tax year over 125% of the average annual distributions such U.S. Holder has received from Prime during the shorter of the three preceding tax years, or such U.S. Holder's holding period for the Prime Shares), will be allocated ratably over such U.S. Holder's holding period for the Prime Shares;

- the amounts allocated to the current tax year and to any tax year prior to the first year in which Prime was a PFIC will be taxed as ordinary income in the current year;

- the amounts allocated to each of the other tax years in such U.S. Holder's holding period for the Prime Shares ("prior PFIC years") will be subject to tax as ordinary income at the highest rate of tax in effect for the applicable class of taxpayer for that year;

- an interest charge for a deemed deferral benefit will be imposed with respect to the resulting tax attributable to each of the prior PFIC years, which interest charge is not deductible by non-corporate U.S. Holders; and

- any loss realized would generally not be recognized.

A U.S. Holder that has made a mark-to-market election under Section 1296 of the U.S. Tax Code (a "**Mark-to-Market Election**") or a timely and effective election to treat Prime as a "qualified electing fund" (a "**QEF**" and such an election a "**QEF Election**") under Section 1295 of the U.S. Tax Code may mitigate or avoid the PFIC consequences described above with respect to the Arrangement. A QEF Election will be treated as "timely" for purposes of avoiding the default PFIC rules discussed above only if it is made for the first year in the U.S. Holder's holding period for the Prime Shares in which Prime is a PFIC. Each U.S. Holder should consult its own tax advisor regarding the availability of, and procedure for making, a QEF Election. A shareholder of PFIC stock who has not made a timely Mark-to-Market Election or QEF Election is referred to in this section of the summary as a "**Non-Electing Shareholder**".

Under the Proposed PFIC Regulations, a Non-Electing Shareholder does not recognize gain in a Reorganization where the Non-Electing Shareholder transfers stock in a PFIC so long as such Non-Electing Shareholder receives in exchange stock of another corporation that is a PFIC for its taxable year that includes the day after the date of transfer. For purposes of this summary, this exception will be referred to as the "**PFIC-for-PFIC Exception**". However, a Non-Electing Shareholder generally does recognize gain (but not loss) in a Reorganization where the Non-Electing Shareholder transfers stock in a PFIC and receives in exchange stock of another corporation that is not a PFIC for its taxable year that includes the day after the date of transfer.

While Prime believes that it was classified as a PFIC in certain prior tax years and based on current business plans and financial expectations, expects that it may be a PFIC for its current tax year which includes the Effective Date, Torex, on the other hand, expects that it should not be a PFIC for its current tax year which includes the Effective Date or for the foreseeable future. Consequently, it is not expected that the PFIC-for-PFIC Exception will apply to the Arrangement, and therefore, under the foregoing rules contained in the Proposed PFIC Regulations, a Non-Electing Shareholder will recognize gain (but not loss) on the Arrangement under the rules applicable to excess distributions and dispositions of PFIC stock set forth in Section 1291 of the U.S. Tax Code, regardless of whether the Arrangement qualifies as a Reorganization. Under the rules applicable to excess distributions and dispositions of PFIC stock set forth in Section 1291 of the U.S. Tax Code, the amount of any such gain recognized by a Non-Electing Shareholder in connection with the Arrangement would be equal to the excess, if any, of (a) the fair market value (expressed in U.S. dollars) of the Torex Shares received in the Arrangement, over (b) the adjusted tax basis (expressed in U.S. dollars) of such Non-Electing Shareholder in the Prime Shares exchanged pursuant to the Arrangement. Such gain would be recognized on a share-by-share basis and would be taxable as if it were an excess distribution under the default PFIC rules, as described above.

Accordingly, if the Proposed PFIC Regulations were finalized and made applicable to the Arrangement (even if this occurs after the Effective Date), it is anticipated that the PFIC-for-PFIC Exception would not be available to Non-Electing Shareholders with respect to the Arrangement.

Each U.S. Holder should consult its own tax advisor regarding the potential application of the PFIC rules to the receipt of Torex Shares pursuant to the Arrangement, and the information reporting responsibilities under the Proposed PFIC Regulations in connection with the Arrangement.

In addition, the Proposed PFIC Regulations discussed above were proposed in 1992 and have not been adopted in final form. The Proposed PFIC Regulations state that they are to be effective for transactions occurring on or after April 11, 1992. However, because the Proposed PFIC Regulations have not yet been adopted in final form, they are not currently effective and there is no assurance they will be finally adopted in the form and with the effective date proposed. Further, it is uncertain whether the IRS would consider the Proposed PFIC Regulations to be effective for purposes of determining the U.S. federal income tax treatment

of the Arrangement. In the absence of the Proposed PFIC Regulations being finalized in their current form, if the Arrangement qualifies as a Reorganization, the U.S. federal income tax consequences to a U.S. Holder should be generally as set forth above in the discussion "*Tax Consequences if the Arrangement Qualifies as a Reorganization*"; however, it is unclear whether the IRS would agree with this interpretation and/or whether the IRS could attempt to treat the Arrangement as a taxable exchange on some alternative basis. If gain is not recognized under the Proposed PFIC Regulations, a U.S. Holder's holding period for the Torex Shares for purposes of applying the PFIC rules presumably would include the period during which the U.S. Holder held its Prime Shares. Consequently, a subsequent disposition of the Torex Shares in a taxable transaction presumably would be taxable under the default PFIC rules described above.

U.S. Holders should consult their own tax advisors regarding whether the Proposed PFIC Regulations under Section 1291(f) of the U.S. Tax Code would apply if the Arrangement qualifies as a Reorganization. Additional information regarding the PFIC rules is discussed under "*Passive Foreign Investment Company Considerations*" below.

U.S. Holders Exercising Dissent Rights

For U.S. federal income tax purposes, regardless of whether the Arrangement qualifies as a Reorganization, a U.S. Holder that receives a payment for its Prime Shares pursuant to the exercise of Dissent Rights will generally recognize gain or loss equal to the difference, if any, between (i) the sum of the U.S. dollar value of the cash received and (ii) such U.S. Holder's adjusted tax basis in the Prime Shares surrendered in exchange therefor. Subject to the PFIC rules discussed above and below, such recognized gain or loss would generally constitute capital gain or loss and would constitute long-term capital gain or loss if the U.S. Holder's holding period for the Dissenting Shares exchanged is longer than one year as of the date of the exchange. Certain non-corporate U.S. Holders are entitled to preferential tax rates with respect to net long-term capital gains. There are no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. The ability of a U.S. Holder to offset capital losses against ordinary income is limited. The deductibility of capital losses is subject to limitations under the U.S. Tax Code.

U.S. Federal Income Tax Consequences of the Ownership and Disposition of Torex Shares

The following discussion is subject in its entirety to the rules described below under the heading "*Passive Foreign Investment Company Considerations*".

Distributions with Respect to Torex Shares

Subject to the PFIC rules described below, a U.S. Holder that receives a distribution, including a constructive distribution, with respect to a Torex Share will be required to include the amount of such distribution in gross income as a dividend (without reduction for any non-U.S. income tax withheld from such distribution) to the extent of the current or accumulated "earnings and profits" of Torex, as computed for U.S. federal income tax purposes. To the extent that a distribution exceeds the current and accumulated "earnings and profits" of Torex, such distribution will be treated first as a tax-free return of capital to the extent of a U.S. Holder's tax basis in the Torex Shares and thereafter as gain from the sale or exchange of such Torex Shares (see "*Sale or Other Taxable Disposition of Torex Shares*" below). Torex does not maintain the calculations of earnings and profits in accordance with U.S. federal income tax principles, and each U.S. Holder should therefore assume that any distribution by Torex with respect to the Torex Shares will constitute dividend income for U.S. federal income tax purposes. Dividends received on Torex Shares by corporate U.S. Holders generally will not be eligible for the "dividends received deduction". If Torex is eligible for the benefits of the Canada-U.S. Tax Treaty or the Torex Shares are readily tradable on a U.S. securities market, dividends paid by Torex to non-corporate U.S. Holders, including individuals, generally will be eligible for the preferential tax rates applicable to long-term capital gains for dividends, provided certain holding period and other conditions are satisfied, including that Torex not be classified as a PFIC in the tax year of distribution or in the preceding tax year. The dividend rules are complex, and each U.S. Holder is urged to consult its own tax advisor regarding the application of such rules.

Sale or Other Taxable Disposition of Torex Shares

A U.S. Holder will generally recognize gain or loss on the sale or other taxable disposition of Torex Shares in an amount equal to the difference, if any, between (a) the amount of cash plus the fair market value of any property received and (b) such U.S. Holder's tax basis in such Torex Shares sold or otherwise disposed of. Any such gain or loss generally will be capital gain or loss, which will be long-term capital gain or loss if, at the time of the sale or other disposition, such Torex Shares are held for more than one year. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust.

There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to significant limitations under the U.S. Tax Code.

Passive Foreign Investment Company Considerations

If Torex is considered a PFIC at any time during a U.S. Holder's holding period for its Torex Shares, then certain different and potentially adverse tax consequences would apply to such U.S. Holder's ownership and disposition of Torex Shares. Based on current business plans and financial expectations, Torex expects that it should not be a PFIC for its current tax year or the foreseeable future. No opinion of legal counsel or ruling from the IRS concerning the status of Torex as a PFIC has been obtained or is currently planned to be requested. The determination of whether any corporation was, is or will be, a PFIC for a tax year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, whether any corporation will be a PFIC for any tax year depends on the assets and income of such corporation over the entire course of each such tax year and, as a result, cannot be predicted with certainty for the current tax year or for any future tax year as of the date of this Circular. Accordingly, there can be no assurance that Torex is not, and will not become, a PFIC. Nor can there be any assurance that the IRS will not challenge any determination Torex might make concerning its PFIC status.

Each U.S. Holder should consult its own tax advisors regarding the PFIC status of Torex.

If Torex were to be classified as a PFIC for any taxable year or portion of a taxable year that is included in a U.S. Holder's holding period, such U.S. Holder will be required to file an annual report with the IRS containing such information as Treasury Regulations and/or other IRS guidance may require. In addition to penalties, a failure to satisfy such reporting requirements may result in an extension of the time period during which the IRS can assess a tax. U.S. Holders should consult their own tax advisors regarding the requirements of filing such information returns under these rules, including the requirement to file an IRS Form 8621 annually.

Under certain attribution rules, if Torex is a PFIC, U.S. Holders will be deemed to own their proportionate share of each of Torex's subsidiaries, if any, which is also a PFIC (a "**Subsidiary PFIC**") and will be subject to U.S. federal income tax on (i) a distribution on the shares of a Subsidiary PFIC, or (ii) a disposition of shares of a Subsidiary PFIC, both as if the U.S. Holder directly held the shares of such Subsidiary PFIC.

If the Torex were a PFIC in any tax year during which a U.S. Holder held Torex Shares, such U.S. Holder generally would be subject to special rules with respect to "excess distributions" made by Torex on the Torex Shares and with respect to gain from the disposition of Torex Shares. If Torex were classified as a PFIC in any year that a U.S. Holder held Torex Shares, Torex generally will continue to be treated as a PFIC for that U.S. Holder in all succeeding years, regardless of whether Torex continues to constitute a PFIC. An "excess distribution" generally is defined as the excess of distributions with respect to the Torex Shares received by a U.S. Holder in any tax year over 125% of the average annual distributions such U.S. Holder has received from Torex during the shorter of the three preceding tax years, or such U.S. Holder's holding period for the Torex Shares.

Generally, a U.S. Holder would be required to allocate any excess distribution or gain from the disposition of the Torex Shares pro rata over its holding period for the Torex Shares. Such amounts allocated to the year of the disposition or excess distribution and any year prior to the first year in which Torex was a PFIC would be taxed as ordinary income in the year of the disposition or excess distribution, and amounts allocated to each other tax year would be taxed as ordinary income at the highest tax rate in effect for each such year for the applicable class of taxpayer and an interest charge at a rate applicable to underpayments of tax would apply.

While there are U.S. federal income tax elections that sometimes can be made to mitigate these adverse tax consequences a QEF Election or Mark-to-Market Election, such elections are available in limited circumstances and must be made in a timely manner.

U.S. Holders should be aware that, for each tax year, if any, that Torex is a PFIC, Torex can provide no assurances that it will satisfy the record keeping requirements of a PFIC or make available to U.S. Holders the information such U.S. Holders require to make a QEF Election with respect to Torex or any Subsidiary PFIC.

Certain additional adverse rules may apply with respect to a U.S. Holder if Torex is a PFIC, regardless of whether the U.S. Holder makes a QEF Election. These rules include special rules that apply to the amount of foreign tax credit that a U.S. Holder may claim on a distribution from a PFIC. U.S. Holders should consult their own tax advisors regarding the potential application of

the PFIC rules to the ownership and disposition of Torex Shares, and the availability of certain U.S. tax elections under the PFIC rules.

Foreign Tax Credits and Limitations

Dividends paid on the Torex Shares will be treated as foreign-source income, and generally will be treated as "passive category income" or "general category income" for U.S. foreign tax credit purposes. Any gain or loss recognized on a sale or other taxable disposition of Torex Shares generally will be United States source gain or loss. Certain U.S. Holders that are eligible for the benefits of the Canada-U.S. Tax Treaty may elect to treat such gain or loss as Canadian source gain or loss for U.S. foreign tax credit purposes. The U.S. Tax Code applies various complex limitations on the amount of foreign taxes that may be claimed as a credit by U.S. taxpayers. In addition, Treasury Regulations that apply to taxes paid or accrued (the "**Foreign Tax Credit Regulations**") impose additional requirements for Canadian withholding taxes to be eligible for a foreign tax credit, and there can be no assurance that those requirements will be satisfied. The U.S. Treasury Department has released guidance temporarily pausing the application of certain of the Foreign Tax Credit Regulations.

Subject to the PFIC rules and Foreign Tax Credit Regulations, each as discussed above, a U.S. Holder that pays (whether directly or through withholding) Canadian income tax with respect to any dividends or in connection with a sale, redemption or other taxable disposition of Torex Shares may generally elect for any taxable year to receive either a credit or a deduction for all foreign income taxes paid by such holder during the year. Generally, a credit will reduce a U.S. Holder's U.S. federal income tax liability on a dollar-for-dollar basis, whereas a deduction will reduce a U.S. Holder's income that is subject to U.S. federal income tax. This election is made on a year-by-year basis and applies to all foreign taxes paid (whether directly or through withholding) by a U.S. Holder during a year. The foreign tax credit rules are complex and involve the application of rules that depend on a U.S. Holder's particular circumstances. Each U.S. Holder should consult its own tax advisor regarding applicable foreign tax credit rules.

Receipt of Foreign Currency

The amount of any payment to a U.S. Holder in connection with the exercise of Dissent Rights or any distribution paid to a U.S. Holder in foreign currency, or the amount of proceeds paid in foreign currency on the sale, exchange or other taxable disposition of shares, generally will be equal to the U.S. dollar value of such foreign currency based on the exchange rate applicable on the date of receipt or, if applicable, the date of settlement if the Torex Shares are traded on an established securities market (regardless of whether such foreign currency is converted into U.S. dollars at that time). A U.S. Holder will have a basis in the foreign currency equal to its U.S. dollar value on the date of receipt. Any U.S. Holder who converts or otherwise disposes of the foreign currency after the date of receipt may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, and generally will be U.S. source income or loss for foreign tax credit purposes. Different rules apply to U.S. Holders who use the accrual method of tax accounting. Each U.S. Holder should consult its own tax advisors concerning issues related to foreign currency.

Backup Withholding and Information Reporting

The proceeds of a sale or deemed sale by a U.S. Holder of Prime Shares or Torex Shares, or distributions thereon, may be subject to information reporting to the IRS and to U.S. backup withholding. The current backup withholding rate is 24%. Backup withholding will not apply, however, to a U.S. Holder that furnishes a correct taxpayer identification number and makes other required certifications, or that is otherwise exempt from backup withholding and establishes such exempt status.

Backup withholding is not an additional tax. Amounts withheld may be credited against a U.S. Holder's U.S. federal income tax liability, and a U.S. Holder generally may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing an appropriate claim for refund with the IRS and furnishing any required information.

Specified Foreign Financial Assets Reporting

Certain U.S. Holders that hold "specified foreign financial assets" are generally required to attach to their annual returns a completed IRS Form 8938, Statement of Specified Foreign Financial Assets, with respect to such assets (and can be subject to substantial penalties for failure to file). The definition of specified foreign financial asset includes not only financial accounts maintained in foreign financial institutions, but also, if held for investment and not held in an account maintained by a financial

institution, securities of non-U.S. issuers (subject to certain exceptions, including an exception for securities of non-U.S. issuers held in accounts maintained by domestic financial institutions). U.S. Holders are urged to consult their own tax advisors regarding the possible reporting requirements with respect to their investments in Prime Shares or Torex Shares and the penalties for non-compliance.

THIS DISCUSSION IS GENERAL IN NATURE AND DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR SHAREHOLDER IN LIGHT OF THE SHAREHOLDER'S PARTICULAR CIRCUMSTANCES, OR TO CERTAIN TYPES OF SHAREHOLDERS SUBJECT TO SPECIAL TREATMENT UNDER U.S. FEDERAL INCOME TAX LAWS. YOU ARE URGED TO CONSULT WITH YOUR OWN TAX ADVISOR TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO YOU OF THE ARRANGEMENT AND THE HOLDING AND DISPOSING OF TOREX SHARES RECEIVED PURSUANT TO THE ARRANGEMENT, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL AND FOREIGN TAX LAWS.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed under "*The Arrangement – Interests of Certain Persons in the Arrangement*" and "*Information Concerning Prime*" in this Circular, no informed person of the Company (e.g. directors and executive officers of the Company and persons beneficially owning or controlling or directing voting securities of the Company or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company), or any associate or affiliate of any informed person, has had any material interest in any transaction, or proposed transaction, which has materially affected or would materially affect the Company or any of its subsidiaries since the commencement of the most recently completed financial year of the Company.

AUDITORS

Davidson & Company LLP, Chartered Professional Accountants, is the auditor of the Company and has advised that it is independent with respect to the Company within the meanings of the Code of Professional Conduct of the Chartered Professional Accountants of British Columbia.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR+ at www.sedarplus.ca and on the Company's website at www.primeminingcorp.ca. Financial information is provided in the Company Annual Financial Statements and accompanying MD&A for the Company's most recently completed financial year, which can be found on SEDAR+ or on the Company's website. In addition, copies of the Company Annual Financial Statements and accompanying MD&A and this Circular may be obtained upon request to the Company by phone at (604) 428-6128 or by email at info@primeminingcorp.ca.

APPROVAL OF THE BOARD OF DIRECTORS

The contents and the sending of the Notice of Meeting and this Circular have been approved by the Board.

DATED this 25th day of August, 2025.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ "*Scott Hicks*"

Scott Hicks
Chief Executive Officer and Director

APPENDIX A
ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

(1) The arrangement (as it may be modified or amended, the "**Arrangement**") under Section 288 of the *Business Corporations Act* (British Columbia) involving the Company and its securityholders, all as more particularly described and set forth in the plan of arrangement (as it may be modified or amended, the "**Plan of Arrangement**") attached as Appendix B to the Management Information Circular of the Company dated August 25, 2025 (the "**Information Circular**"), is hereby authorized, approved and agreed to.

(2) The Arrangement Agreement dated as of July 27, 2025 among the Company and Torex Gold Resources Inc., as it may be amended from time to time (the "**Arrangement Agreement**"), the actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and causing the performance by the Company of its obligations thereunder are hereby confirmed, ratified, authorized and approved.

(3) Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by securityholders of the Company or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of the Company are hereby authorized and empowered without further approval of any securityholders of the Company (i) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or Plan of Arrangement and (ii) not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).

(4) Any one director or officer of the Company is hereby authorized, empowered and instructed, acting for, in the name and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or to cause to be delivered, all such other documents and to do or to cause to be done all such other acts and things as in such person's opinion may be necessary or desirable in order to carry out the intent of the foregoing paragraphs of these resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or the doing of such act or thing.

APPENDIX B
PLAN OF ARRANGEMENT

See attached.

PLAN OF ARRANGEMENT
UNDER THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

"**Arrangement**" means the arrangement under Section 288 of the BCBCA, on the terms and conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 8.7 of the Arrangement Agreement or Article 5 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement made as of July 27, 2025 between the Company and the Purchaser, including the schedules thereto, as the same may be, amended, supplemented, restated or otherwise modified from time to time in accordance with its terms;

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Company Meeting;

"**BCBCA**" means the *Business Corporations Act* (British Columbia);

"**Business Day**" means a day other than a Saturday, a Sunday or any other day on which major banks are closed for business in Vancouver, British Columbia or Toronto, Ontario;

"**Common Shares**" means the common shares in the capital of the Company and includes, for greater certainty, any Common Shares issued upon the valid exercise or settlement of the Options, RSUs, DSUs or Warrants, as applicable;

"**Company**" means Prime Mining Corp., a corporation existing under the laws of the Province of British Columbia;

"**Company Meeting**" means the special meeting of the Securityholders, including any adjournment or postponement thereof in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order for the purpose of, among other things, considering and, if thought advisable, approving the Arrangement Resolution;

"**Consideration**" means the consideration to be received pursuant to this Plan of Arrangement in respect of each Common Share that is issued and outstanding

immediately prior to the Effective Time, consisting of 0.060 of a Purchaser Share (subject to adjustment in the event there is a dilutive event in respect of the Purchaser Shares between the date of the Arrangement Agreement and the Effective Time, such as a stock split or dividend);

"**Consideration Shares**" means the Purchaser Shares to be issued as Consideration pursuant to the Arrangement;

"**Court**" means the Supreme Court of British Columbia;

"**Depositary**" means Computershare Trust Company of Canada, or any other depositary or trust company, bank or financial institution as the Purchaser may appoint to act as depositary with the approval of the Company, acting reasonably;

"**Dissent Rights**" has the meaning ascribed thereto in Section 4.1;

"**Dissenting Shares**" means the Common Shares held by Dissenting Shareholders in respect of which such Dissenting Shareholders have given Notice of Dissent;

"**Dissenting Shareholder**" means a registered Shareholder who has duly and validly exercised the Dissent Rights in respect of the Arrangement Resolution in strict compliance with the Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Common Shares in respect of which Dissent Rights are validly exercised by such registered Shareholder;

"**DSU Holder**" means a holder of DSUs;

"**DSUs**" means the outstanding deferred share units of the Company issued pursuant to and/or governed by the Omnibus Equity Incentive Plan or the Legacy LTIP, as applicable;

"**Effective Date**" means the date designated by the Company and the Purchaser by notice in writing as the effective date of the Arrangement, after all of the conditions of the Arrangement Agreement and the Final Order have been satisfied or waived;

"**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date or such other time as the Company and the Purchaser may agree upon in writing before the Effective Date;

"**Exchange Ratio**" means 0.060 of a Purchaser Share (subject to adjustment in the event there is a dilutive event in respect of the Purchaser Shares between the date of the Arrangement Agreement and the Effective Time, such as a stock split or dividend) for each Common Share;

"**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA approving the Arrangement, in form and substance acceptable to the Company and the Purchaser, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time

prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;

"**Former Shareholders**" means the holders of Common Shares immediately prior to the time at which Section 3.1(d) hereof occurs;

"**Governmental Authority**" means any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body (including the TSX or any other stock exchange) exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing;

"**holder**", when used with reference to any securities of the Company, means the holder of such securities shown from time to time in the central securities register maintained by or on behalf of the Company in respect of such securities;

"**Interim Order**" means the interim order of the Court to be issued following the application therefor submitted to the Court as contemplated by Section 2.2 of the Arrangement Agreement, in form and substance acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, declarations and directions in respect of the notice to be given in respect of, and the calling and holding of the Company Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both the Company and the Purchaser, each acting reasonably;

"**Legacy LTIP**" means the legacy long-term incentive plan of the Company effective December 9, 2021, pursuant to which RSUs and DSUs were granted prior to the effective date of the Omnibus Equity Incentive Plan;

"**Legacy Option Plan**" means the legacy stock option plan of the Company effective December 14, 2018, pursuant to which Options were granted prior to the effective date of the Omnibus Equity Incentive Plan;

"**Letter of Transmittal**" means the letter of transmittal to be sent to the registered Shareholders for use in connection with the Arrangement;

"**Liens**" means any mortgage, hypothec, prior claim, lease, sublease, easement, encroachment, servitude, lien, pledge, assignment for security, security interest, option, right of first offer or first refusal or other charge or encumbrance of any kind;

"**Notice of Dissent**" means a notice of dissent duly and validly given by a registered Shareholder exercising Dissent Rights as contemplated in the Interim Order and as described in Article 4;

"**Omnibus Equity Incentive Plan**" means the omnibus equity incentive plan of the Company, as approved by the Shareholders on June 19, 2025;

"**Optionholder**" means a holder of Options;

"**Options**" means the outstanding options to purchase Common Shares issued pursuant to and/or governed by the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable;

"**person**" includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status;

"**Plan of Arrangement**" means this plan of arrangement as amended, modified or supplemented from time to time in accordance with Article 6 or at the direction of the Court in the Final Order, with the consent of the Company and the Purchaser, each acting reasonably;

"**Purchaser**" means Torex Gold Resources Inc., a corporation existing under the laws of the Province of Ontario;

"**Purchaser Shares**" means common shares in the capital of the Purchaser;

"**RSU Holder**" means a holder of RSUs;

"**RSUs**" means the outstanding restricted share units of the Company issued pursuant to and/or governed by the Omnibus Equity Incentive Plan or the Legacy LTIP, as applicable;

"**Securityholder**" means, collectively, the Shareholders, the Optionholders, the RSU Holders, the DSU Holders and the Warrantholders;

"**Shareholder**" means a holder of one or more Common Shares, (including, for greater certainty, the Common Shares issued pursuant to Section 3.1);

"**Tax Act**" means the *Income Tax Act* (Canada);

"**TSX**" means the Toronto Stock Exchange;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*;

"**Warrantholder**" means a holder of one or more Warrants; and

"**Warrants**" means the outstanding common share purchase warrants of the Company.

Any capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Arrangement Agreement. In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

Section 1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into Articles, Sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article", "Section" or "paragraph" followed by a number and/or a letter refer to the specified Article, Section or paragraph of this Plan of Arrangement.

Section 1.3 Number

In this Plan of Arrangement, unless the context otherwise requires, words used herein importing the singular include the plural and *vice versa*.

Section 1.4 Date of Any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

Section 1.5 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in any letter of transmittal contemplated herein are local time (Vancouver, British Columbia) unless otherwise stipulated herein or therein.

Section 1.6 Currency

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

Section 1.7 Statutes.

Any reference to a statute refers to such statute and all rules, resolutions and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

ARTICLE 2
EFFECT OF THE ARRANGEMENT

Section 2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms a part of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

Section 2.2 Binding Effect

This Plan of Arrangement and the Arrangement will become effective, and be binding upon the Purchaser, the Company, the Shareholders (including Dissenting Shareholders), the Optionholders, the RSU Holders, the DSU Holders, the Warrantholders, the registrar and transfer agent of the Company, the Depositary and all other persons, at and after, the Effective

Time on the Effective Date without any further act or formality required on the part of any person.

ARTICLE 3
ARRANGEMENT

Section 3.1 The Arrangement

Commencing at the Effective Time on the Effective Date, each of the events set out below shall occur and be deemed to occur in the following sequence, in each case, unless stated otherwise, effective as at one minute intervals starting at the Effective Time, without any further authorization, act or formality of or by the Company, the Purchaser or any other person:

(a) Each of the Dissenting Shares held by Dissenting Shareholders in respect of which Dissent Rights have been validly exercised (and the right of such Dissenting Shareholder to dissent with respect to such shares has not terminated or ceased to apply with respect to such shares) shall, without any further act or formality by or on behalf of a Dissenting Shareholder, be deemed to have been transferred to the Company in consideration for a debt claim against the Company for the amount determined under Article 4, and:

(i) such Dissenting Shareholders shall cease to be the holders of such Dissenting Shares and to have any rights as holders of such Dissenting Shares other than the right to be paid fair value by the Company (to the extent available with Company funds not directly or indirectly provided by Purchaser and its affiliates) for such Dissenting Shares as set out in Section 4.1;

(ii) such Dissenting Shareholders' names shall be removed as the holders of such Dissenting Shares from the register of Common Shares maintained by or on behalf of the Company; and

(iii) the Company shall be deemed to be the transferee of such Dissenting Shares free and clear of all Liens, and shall be entered in the register of Common Shares maintained by or on behalf of the Company.

(b) Notwithstanding any vesting or exercise or other provision to which an RSU might otherwise by subject (whether by contract, the conditions of grant, applicable Law or the terms of the Omnibus Equity Incentive Plan or the Legacy LTIP, as applicable), each RSU shall and shall be deemed to be immediately and unconditionally vested to the fullest extent, and shall be settled by the Company at the Effective Time in exchange for Common Shares (provided that no share certificates shall be issued with respect to such Common Shares), less any applicable withholdings pursuant to Section 5.3, and such Common Shares shall be transferred to the Purchaser pursuant to Section 3.1(d) at the time and for the Consideration provided therein, and each such RSU shall be immediately cancelled, and:

(i) the holder of such RSU shall cease to be a holder thereof and to have any rights as a holder of such RSU, other than the right to receive the

consideration (if any) to which they are entitled under this Section 3.1(b);

(ii) such holder's names shall be, and shall be deemed to be, removed from the register of the RSUs maintained by or on behalf of the Company; and

(iii) all agreements relating to such RSU shall be terminated and shall be of no further force and effect.

(c) Notwithstanding any vesting or exercise or other provision to which a DSU might otherwise by subject (whether by contract, the conditions of grant, applicable Law or the terms of the Omnibus Equity Incentive Plan or the Legacy LTIP, as applicable), each DSU shall and shall be deemed to be immediately and unconditionally vested to the fullest extent, and shall be settled by the Company at the Effective Time in exchange for Common Shares (provided that no share certificates shall be issued with respect to such Common Shares), less any applicable withholdings pursuant to Section 5.3, and such Common Shares shall be transferred to the Purchaser pursuant to Section 3.1(d) at the time and for the Consideration provided therein, and each such DSU shall be immediately cancelled, and:

(i) the holder of such DSU shall cease to be a holder thereof and to have any rights as holders of such DSU, other than the right to receive the consideration (if any) to which they are entitled under this Section 3.1(c);

(ii) such holder's names shall be, and shall be deemed to be, removed from the register of the DSUs maintained by or on behalf of the Company; and

(iii) all agreements relating to such DSU, the Omnibus Equity Incentive Plan and the Legacy LTIP shall be terminated and shall be of no further force and effect.

(d) Each outstanding Common Share, including Common Shares issued pursuant to Section 3.1(b) and Section 3.1(c) (other than Dissenting Shares held by any Dissenting Shareholders or Common Shares held by the Purchaser or any of its affiliates) will, without further act or formality by or on behalf of a holder of Common Shares, be irrevocably assigned and transferred by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for the Consideration subject to Section 3.4 and Article 5, and

(i) the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the right to receive the Consideration from the Purchaser in accordance with this Plan of Arrangement;

(ii) such holders' names shall be removed from the register of the Common Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee and the legal and beneficial holder of such Common Shares (free and clear of all Liens) and shall be entered as the registered holder of such Common Shares in the register of the Common Shares maintained by or on behalf of the Company.

(e) Notwithstanding any vesting or exercise or other provision of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, to which an Option might otherwise be subject (whether by contract, the conditions of grant, applicable Law or the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable), immediately following the transfer of Common Shares pursuant to Section 3.1(d), each Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be deemed to be amended such that such Option is immediately and unconditionally vested to the fullest extent, and shall remain outstanding in accordance with the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, subject to the following:

(i) upon exercise, such Option shall entitle the Optionholder to receive, pursuant to the terms of such Option and in accordance with the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, and this Section 3.1(e), such number of Purchaser Shares (rounded down to the nearest whole number) equal to: (A) the number of Common Shares that were issuable upon exercise of such Option immediately prior to the Effective Time, multiplied by (B) the Exchange Ratio, at an exercise price per Purchaser Share (rounded up to the nearest whole cent) equal to the quotient determined by dividing: (X) the exercise price per Common Share at which such Option was exercisable immediately prior to the Effective Time, by (Y) the Exchange Ratio; and

(ii) such Option shall be exercisable until the earlier of: (A) the original expiry date of the Option; and (B) the date that is twelve (12) months following the Effective Time, and for greater certainty, such Option shall not expire as a result of the Optionholder ceasing to be an Eligible Participant (as defined in the Omnibus Equity Incentive Plan).

For greater certainty, except as otherwise set out in this Section 3.1(e), the original grant agreement evidencing the Option, all terms and conditions of such Option, including the expiry date, and the conditions to and manner of exercising such Option existing prior to the Effective Time, shall remain the same and such Option shall continue to be the same Option after the Effective Time.

The exchanges, cancellations and amendments provided for in this Section 3.1 will be deemed to occur at or following the Effective Time as provided for in this Section 3.1, notwithstanding that certain procedures related thereto are not completed until after the Effective Date.

Section 3.2 Warrants

In accordance with the terms of each of the Warrants, each Warrantholder shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Warrants, in lieu of Common Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Purchaser Shares which the holder would have been entitled to receive as a result of the transactions contemplated by this Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Common Shares to which such holder would have been entitled if such holder had exercised such holder's Warrants immediately prior to the Effective Time on the Effective Date. Each Warrant shall continue to be governed by and be subject to the terms of the applicable warrant certificate, subject to any supplemental exercise documents issued by the Purchaser to holders of Warrants to facilitate the exercise of the Warrants and the payment of the corresponding portion of the exercise price to them.

Section 3.3 Post Effective Time Procedures

(1) Following the receipt of the Final Order and prior to the Effective Date, the Purchaser shall deliver or arrange to be delivered to the Depositary certificates representing the Purchaser Shares required to be issued to Former Shareholders, in accordance with the provisions of Section 3.1(d) hereof, which certificates shall be held by the Depositary as agent and nominee for such Former Shareholders for distribution to such Former Shareholders (or, for greater certainty, to give effect to any withholding or remittance obligations in respect of taxes pursuant to Section 5.3 hereof) in accordance with the provisions of Article 5 hereof.

(2) Subject to the provisions of Article 5 hereof, and upon return of a properly completed Letter of Transmittal by a registered Former Shareholder together with certificates representing Common Shares and such other documents as the Depositary may require, Former Shareholders shall be entitled to receive delivery of the certificates representing the Purchaser Shares to which they are entitled pursuant to Section 3.1(d) hereof.

Section 3.4 No Fractional Shares

In no event shall any holder of Common Shares or Warrants be entitled to a fractional Purchaser Share. Where the aggregate number of Purchaser Shares to be issued to a person as consideration under or as a result of this Arrangement would result in a fraction of a Purchaser Share being issuable, the number of Purchaser Shares to be received by such securityholder shall be rounded down to the nearest whole Purchaser Share and no person will be entitled to any compensation in respect of a fractional Purchaser Share.

Section 3.5 U.S. Securities Act Exemption

Notwithstanding any provision herein to the contrary, the Purchaser and the Company agree that this Plan of Arrangement will be carried out with the intention that all Consideration Shares issued on completion of this Plan of Arrangement will be issued by the Purchaser in reliance on the exemption from the registration requirements of the U.S. Securities Act as provided by Section 3(a)(10) thereof.

ARTICLE 4
DISSENT RIGHTS

Section 4.1 Rights of Dissent

Registered Shareholders may exercise dissent rights ("**Dissent Rights**") with respect to the Common Shares held by such holders in connection with the Arrangement pursuant to and in strict compliance with the procedures set forth in Sections 237 to 247 of the BCBCA, as modified by this Section 4.1, the Interim Order and any other order of the Court; provided that written notice setting forth the objection of such registered Shareholder to the Arrangement Resolution must be received by the Company not later than 5:00 p.m. (Vancouver time) on the Business Day that is two (2) Business Days before the date of the Company Meeting (as it may be adjourned or postponed from time to time). Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Common Shares held by them in respect of which Dissent Rights have been validly exercised to the Company free and clear of all Liens, as provided in Section 3.1(a) and if they:

(a) are ultimately entitled to be paid fair value for such Common Shares: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(a)); (ii) will be entitled to be paid the fair value of such Common Shares by the Company (to the extent available with Company funds not directly or indirectly provided by Purchaser and its affiliates and less any applicable withholdings pursuant to Section 5.3), which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be the fair value of such shares as of the close of business on the day before the Arrangement Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Common Shares; or

(b) are ultimately not entitled, for any reason, to be paid fair value for such Common Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Common Shares and shall be entitled to receive only the consideration such holder would have received pursuant to the Arrangement if such holder had not exercised Dissent Rights.

Section 4.2 Recognition of Dissenting Shareholders

(1) In no circumstances shall the Purchaser or the Company or any other person be required to recognize a person exercising Dissent Rights unless such person is the registered holder of those Common Shares in respect of which such rights are sought to be exercised. For greater certainty, in addition to any other restrictions pursuant to Division 2 of Part 8 of the BCBCA or in the Interim Order, none of the following shall be entitled to exercise Dissent Rights: (a) an Optionholder, RSU Holder, DSU Holder or Warrantholder in respect of such holder's Options, RSUs, DSUs and/or Warrants, as applicable; (b) Shareholders who vote or have instructed a proxyholder to vote such Common Shares in favour of the Arrangement Resolution; and (c) any other person who is not a registered Shareholder as of the record date of the Company Meeting.

(2) For greater certainty, in no case shall the Purchaser or the Company or any other person be required to recognize Dissenting Shareholders as holders of Common

Shares after the completion of the transfer under Section 3.1(a), and the names of such Dissenting Shareholders shall be removed from the central securities register maintained by or on behalf of the Company in respect of the Common Shares as holders of such Common Shares at the same time as the event described in Section 3.1(a) occurs.

ARTICLE 5
CERTIFICATES AND PAYMENTS

Section 5.1 Payment of Consideration

(1) As soon as practicable following the later of the Effective Date and the surrender to the Depositary for cancellation of a certificate that immediately prior to the Effective Time represented outstanding Common Shares (other than Common Shares in respect of which Dissent Rights have been validly exercised and not withdrawn), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Former Shareholders represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time on the Effective Date, or make available for pick up at its offices during normal business hours, a certificate representing the Consideration Shares that such holder is entitled to receive in accordance with Section 3.1 hereof, less any amounts withheld, if any, pursuant to Section 5.3, and any certificate so surrendered shall forthwith be cancelled.

(2) Until surrendered as contemplated by this Section 5.1, each certificate which immediately prior to the Effective Time on the Effective Date represented Common Shares (other than Common Shares in respect of which Dissent Rights have been validly exercised and not withdrawn) will be deemed after the Effective Time on the Effective Date to represent only the right to receive from the Depositary upon such surrender a certificate representing the Consideration Shares that the holder of such certificate is entitled to receive in accordance with Section 3.1 hereof, less any amounts withheld, if any, pursuant to Section 5.3. Any such certificate formerly representing Common Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Common Shares of any kind or nature against or in the Company or the Purchaser. On such date, all certificates representing the Common Shares shall be deemed to have been surrendered to the Company and Consideration to which such former holder was entitled, together with any entitlements to dividends, distributions and interest thereon, shall be deemed to have been surrendered to the Company or any successor thereof for no consideration.

(3) Any issuance or delivery of the Consideration Shares by the Depositary pursuant to this Plan of Arrangement that has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or before the sixth anniversary of the Effective Date, and any right or claim to payment of Consideration hereunder that remains outstanding on the sixth anniversary of the Effective Date, shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the Consideration for the Common Shares pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Company or any successor thereof for no consideration.

(4) Following the Effective Time, no holder of Common Shares, Options, RSUs, DSUs or Warrants, shall be entitled to receive any consideration or entitlement with respect to such Common Shares, Options, RSUs, DSUs or Warrants, other than any consideration or entitlement to which such holder is entitled to receive in accordance with Section 3.1, Section 3.2, this Section 5.1 and the other terms of this Plan of Arrangement, in each case subject to Section 5.3 hereof, and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends.

Section 5.2 Loss of Certificates

In the event any certificate which immediately prior to the Effective Time represented any outstanding Common Shares which were exchanged or transferred in accordance with Section 3.1 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such Common Shares, the Depositary will deliver to such person or make available for pick up at its offices in exchange for such lost, stolen or destroyed certificate, a certificate representing the Purchaser Shares which the former holder of such Common Shares is entitled to receive pursuant to Section 3.1 hereof in accordance with such holder's Letter of Transmittal. When authorizing such payment in relation to any lost, stolen or destroyed certificate, the former holder of such Common Shares will, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Company, the Purchaser and the Depositary (each acting reasonably) in such sum as the Purchaser and the Depositary may direct or otherwise indemnify the Company and the Purchaser in a manner satisfactory to the Company and the Purchaser against any claim that may be made against the Company or the Purchaser with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5.3 Withholding Rights

The Company, the Purchaser and the Depositary, as applicable, shall be entitled to deduct or withhold, or direct any person to deduct or withhold on their behalf, from any consideration or amount otherwise payable or deliverable to any Securityholder and any other person under this Plan of Arrangement (including, without limitation, any payments to Dissenting Shareholders), such amounts as the Company, the Purchaser or the Depositary, as the case may be, may reasonably determine is required to be deducted or withheld with respect to such amount otherwise payable or deliverable under any provision of Laws in respect of Taxes. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes hereof as having been paid to the person in respect of which such deduction or withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Authority by or on behalf of the Company, the Purchaser or the Depositary, as the case may be. Each Party and the Depositary, as applicable, are hereby authorized to sell or otherwise dispose of such portion of any Consideration Shares or other security deliverable to such person as is necessary to provide sufficient funds to the Company, the Purchaser or the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement, and the Company, the Purchaser or the Depositary, as applicable, shall notify the holder thereof and remit the applicable portion of the net proceeds of such sale (after deduction of all fees, commissions or costs in respect of such sale) to the appropriate Governmental Authority and shall remit to such person any unapplied balance of the net proceeds of such sale. Any sale will be made at prevailing market prices and none of the Company, the Purchaser or the Depositary shall be under any obligation to obtain or

indemnify any Securityholder in respect of a particular price for the Consideration Shares so sold.

Section 5.4 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

Section 5.5 Paramountcy

From and after the Effective Time on the Effective Date: (a) this Plan of Arrangement shall take precedence and priority over any and all Common Shares, Options, RSUs, DSUs and Warrants issued or outstanding prior to the Effective Time on the Effective Date, (b) the rights and obligations of the Securityholders, the Company, the Purchaser, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Common Shares, Options, RSUs, DSUs and Warrants shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 6
AMENDMENTS

Section 6.1 Amendments to Plan of Arrangement

(1) The Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Company and the Purchaser, each acting reasonably, (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to the Securityholders if and as required by the Court.

(2) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company or the Purchaser at any time prior to the Company Meeting (provided that the Company or the Purchaser, as applicable, shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(3) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting shall be effective only if (i) it is consented to in writing by each of the Company and the Purchaser (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Securityholders voting in the manner directed by the Court.

(4) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that (a) it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan

of Arrangement and is not materially adverse to the financial or economic interest of any former Securityholder.

ARTICLE 7
FURTHER ASSURANCES

Section 7.1 Further Assurances

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Company and the Purchaser will make, do and execute, or cause to be made, done and executed, any such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

APPENDIX C
INTERIM ORDER

See attached.

No. S-256329
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PRIME MINING CORP. and TOREX GOLD RESOURCES INC.

PRIME MINING CORP.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE ASSOCIATE JUDGE VOS) August 25, 2025

ON THE APPLICATION of the Petitioner, Prime Mining Corp. ("**Prime**") for an Interim Order pursuant to its Petition filed on August 21, 2025.

[x] without notice coming on for hearing at Vancouver, British Columbia on August 25, 2025, and on hearing Alexandra Luchenko, counsel for the Petitioner, and upon reading the Petition herein, the Affidavit of Ian Harcus made August 21, 2025, and filed herein (the "**Harcus Affidavit**"), and the Affidavit of Tracey Dao made August 25, 2025, and filed herein (the "**Dao Affidavit**"); and upon being advised that it is the intention of Torex Gold Resources Inc. ("**Torex**") to rely upon Section 3(a)(10) of the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") as a basis for an exemption from the registration requirements of the U.S. Securities Act with respect to securities of Torex issued under the proposed Plan of Arrangement based on the Court's approval of the arrangement involving Prime and Torex (the "**Arrangement**");

THIS COURT ORDERS THAT:

DEFINITIONS

1. As used in this Interim Order, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the information circular entitled Notice and Management Information Circular for the Special Meeting of Securityholders of Prime Mining Corp. (the "**Circular**") attached as Exhibit "A" to the Harcus Affidavit.

MEETING

2. Pursuant to Sections 186, 288, 289, 290 and 291 of the *Business Corporations Act*, S.B.C., 2002, c. 57, as amended (the "**BCBCA**"), Prime is authorized and directed to call, hold and conduct a special meeting of the holders of common shares of Prime (the "**Prime Shares**", the holders of which are the "**Shareholders**"), the holders of options to purchase Prime Shares (the "**Prime Options**", the holders of which are the "**Option Holders**"), the holders of restricted share units (the "**Prime RSUs**", the holders of which are the "**RSU Holders**"), the holders of deferred share units (the "**Prime DSUs**", the holders of which are the "**DSU Holders**"), and the holders of warrants to purchase Prime Shares (the "**Prime Warrants**", the holders of which are the "**Warrant Holders**" and, collectively with the Shareholders, Option Holders, RSU Holders and DSU Holders, the "**Securityholders**") at 2:00 p.m. (Vancouver Time) on September 29, 2025, at Suite 710 – 1030 West Georgia Street, Vancouver, British Columbia (the "**Meeting**"):

(a) to consider and, if deemed acceptable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**") approving a statutory plan of arrangement (the "**Arrangement**") under Division 5 of Part 9 of the BCBCA pursuant to which Torex will, among other things, acquire all of the issued and outstanding Prime Shares, the full text of which is set forth in Appendix "A" to the Circular; and

(b) to transact such further or other business as may properly come before the Meeting or any adjournments or postponements thereof.

3. The Meeting will be called, held and conducted in accordance with the BCBCA, the articles of Prime and the Circular subject to the terms of this Interim Order, and any further order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

ADJOURNMENT

4. Notwithstanding the provisions of the BCBCA and the articles of Prime, and subject to the terms of the Arrangement Agreement, Prime, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Securityholders respecting such adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements will be given by news release, newspaper advertisement, or by notice sent to the Securityholders by one of the methods specified in paragraphs 9 and 10 of this Interim Order.

5. The Record Date (as defined in paragraph 7 below) will not change in respect of any adjournments or postponements of the Meeting.

AMENDMENTS

6. Prior to the Meeting, Prime is authorized to make such amendments, revisions or supplements to the proposed Arrangement and the Plan of Arrangement, in accordance with the terms of the Arrangement Agreement, without any additional notice to the Securityholders 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 the subject of the Arrangement Resolution.

RECORD DATE

7. The record date for determining the Securityholders entitled to receive notice of, attend and vote at the Meeting is August 14, 2025 (the "**Record Date**").

NOTICE OF MEETING

8. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of Section 290(1)(a) of the BCBCA, and Prime will not be required to send to the Securityholders any other or additional statement pursuant to Section 290(1)(a) of the BCBCA.

9. The Circular, applicable forms of proxy, voting instruction form, letter of transmittal and the Notice of Hearing of Petition (collectively referred to as the "**Meeting Materials**"), in substantially the same form as contained in Exhibits "A", "B" and "C" to the Harcus Affidavit and Exhibit "A" to the Dao Affidavit, with such deletions, amendments or additions thereto as counsel

for Prime may advise are necessary or desirable, provided that such amendments are not inconsistent with the terms of this Interim Order, will be sent to:

(a) the registered Securityholders as they appear on the central securities register of Prime or the records of Prime or its registrar and transfer agent as at the close of business on the Record Date, the Meeting Materials to be sent at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing, delivery or transmittal and the date of the Meeting, by one or more of the following methods:

(i) by prepaid ordinary or air mail addressed to the Securityholders at their addresses as they appear in the applicable records of Prime or its registrar and transfer agent 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 email or facsimile transmission to any Securityholder who has previously identified himself, herself or itself to the satisfaction of Prime acting through its representatives, who requests such email or facsimile transmission and the in accordance with such request;

(b) in the case of non-registered Shareholders, by providing copies of the Meeting Materials to intermediaries and registered nominees for sending to such beneficial owners in accordance with the procedures and requirements prescribed by *National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer of the Canadian Securities Administrators* at least three (3) Business Days prior to the twenty-first (21st) day prior to the date of the Meeting; and

(c) the directors and auditors of Prime by mailing the Meeting Materials by prepaid ordinary mail, or by email or facsimile transmission, to such persons at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing or transmittal;

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

10. In the event of a postal strike, lockout or event that prevents, delays or otherwise interrupts mailing or delivery of the Meeting Materials by prepaid ordinary mail (the "**Postal Service Disruption**") as provided for in paragraph 9:

(a) Prime shall cause an advertisement (the "**Advertisement**") to be placed in a major daily newspaper of national circulation, stating:

(i) the date, place, and time of the Meeting;

(ii) the measures implemented by Prime to ensure delivery or transmission of proxies or other Meeting Materials by the Securityholders to Prime in relation to the Meeting within the required time period and at no cost to the Securityholders; and

(iii) that the Meeting Materials are available, without charge, for review via the internet at the SEDAR+ website (www.sedarplus.ca) or for delivery to Securityholders by electronic mail or by courier upon request made to Prime;

(b) the Advertisement shall be made on or before the date upon which notice of the Meeting would otherwise be sent to the Securityholders in the event that a Postal Service Disruption had not occurred; and

(c) Prime shall, concurrently with the Advertisement, issue a press release containing the information set out in paragraph 10(a) herein and stating that the Advertisement and press release are being made in accordance with this Interim Order in lieu of prepaid ordinary mail due to the Postal Service Disruption.

11. For proxies, voting instruction forms, and other Meeting Materials that are required to be delivered to Prime for the purposes of the Meeting, Prime shall implement measures that enable Securityholders, during the Postal Service Disruption, to effect delivery or transmission by the Securityholders of said proxies or other materials within the required period at no cost to the Securityholders.

12. Accidental failure of or omission by Prime to give notice to any one or more Securityholders or any other persons entitled thereto, or the non-receipt of such notice by one or more Securityholders or any other persons entitled thereto, or any failure or omission to give such

notice as a result of events beyond the reasonable control of Prime (including, without limitation, any inability to use postal services), will not constitute a breach of this Interim Order or a defect in the calling of the Meeting, and will not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of Prime, then it will use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

13. Provided that notice of the Meeting is given and the Meeting Materials are provided to the Securityholders and other persons entitled thereto in compliance with this Interim Order, the requirement of Section 290(1)(b) of the BCBCA to include certain disclosure in any advertisement of the Meeting is waived.

DEEMED RECEIPT OF NOTICE

14. The Meeting Materials will be deemed, for the purposes of this Interim Order, to have been served upon and received:

(a) in the case of mailing pursuant to paragraphs 9(a)(i) or 9(a)(c) above, the day, Saturdays, Sundays and holidays excepted, following the date of mailing;

(b) in the case of delivery in person pursuant to paragraph 9(a)(ii) above, the day following personal delivery or, in the case of delivery by courier, the day following delivery to the person's address in paragraph 9 above;

(c) in the case of any means of transmitted, recorded or electronic communication pursuant to paragraph 9(a)(iii) above, when dispatched or delivered for dispatch;

(d) in the case of the Advertisement, at the time of publication of the Advertisement; and,

(e) in the case of non-registered Shareholders, three (3) days after the delivery thereof to intermediaries and registered nominees.

UPDATING MEETING MATERIALS

15. Notice of any amendments, updates or supplement to any of the information provided in the Meeting Materials may be communicated to the Securityholders or other persons entitled thereto by news release, newspaper advertisement or by notice sent to the Securityholders or other persons entitled thereto by any of the means set forth in paragraphs 9

and 10 of this Interim Order, as determined to be the most appropriate method of communication by the Board of Directors of Prime.

QUORUM AND VOTING

16. The quorum required at the Meeting will be one Shareholder, present in person or represented by proxy, holding at least one Prime Share entitled to vote at the Meeting.

17. The vote required to pass the Arrangement Resolution will be the affirmative vote of at least:

(a) 66⅔% of the votes cast on the Arrangement Resolution by Shareholders, present in person or represented by proxy and entitled to vote at the Meeting, on the basis of one vote for each Prime Share held;

(b) 66⅔% of the votes cast on the Arrangement Resolution by Securityholders, present in person or represented by proxy and entitled to vote at the Meeting, voting together as a single class, on the basis of one vote for each Prime Share held or one vote for each Prime Share underlying each Prime Option, Prime RSU, Prime DSU, or Prime Warrant held; and,

(c) a simple majority of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes attached to Prime Shares required to be excluded by *Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions*, on the basis of one vote for each Prime Share held.

18. In all other respects, the terms, restrictions and conditions set out in the articles of Prime will apply in respect of the Meeting.

PERMITTED ATTENDEES

19. The only persons entitled to attend the Meeting will be (i) the Securityholders or their duly appointed proxyholders as of the Record Date, (ii) Prime's directors, officers, auditors and advisors, (iii) representatives of Torex, and (iv) any other person admitted on the invitation of the Chair of the Meeting or with the consent of the Chair of the Meeting, and the only persons entitled to be represented and to vote at the Meeting will be the Securityholders as at the close of business on the Record Date, or their duly appointed proxyholders.

SCRUTINEERS

20. Representatives of Prime's registrar and transfer agent (or any agent thereof) are authorized to act as scrutineers for the Meeting.

SOLICITATION OF PROXIES

21. Prime is authorized to use the applicable forms of proxy and letter of transmittal in connection with the Meeting, in substantially the same form as attached as Exhibit "B" to the Harcus Affidavit, and Prime may in its discretion waive generally the time limits for deposit of proxies by Securityholders if Prime deems it reasonable to do so, such waiver to be endorsed on the proxy by the initials of the Chair of the Meeting. Prime 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.

22. The procedure for the use of proxies at the Meeting will be as set out in the Meeting Materials.

DISSENT RIGHTS

23. Each Shareholder who is both (i) a registered or beneficial holder of Prime Shares as of the Record Date, and (ii) a registered Shareholder as of the Dissent Deadline (as defined below) will 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 Interim Order, the Plan of Arrangement, and any other order of the Court.

24. Registered Shareholders as of the Dissent Deadline will be the only Shareholders entitled to exercise rights of dissent. A beneficial holder of Prime 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 Prime Shares or, alternatively, make arrangements to become a registered Shareholder prior to the Dissent Deadline.

25. In order for a registered Shareholder to exercise such right of dissent (the "**Dissent Right**"):

(a) a Dissenting Shareholder must deliver a written notice of dissent which must be received by Prime c/o Blake, Cassels & Graydon LLP, at Suite 3500 – 1133

Melville Street, Vancouver, British Columbia, V6E 4E5, Attention: Alexandra Luchenko, by no later than 4:00 p.m. (Vancouver Time) on September 25, 2025, or, in the case of any adjournment or postponement of the Meeting, the date which is two business days prior to the date of the Meeting (the "**Dissent Deadline**");

(b) a vote against the Arrangement Resolution or an abstention will not constitute written notice of dissent;

(c) a Dissenting Shareholder must not have voted his, her or its Prime Shares at the Meeting, either by proxy or in person, in favour of the Arrangement Resolution;

(d) a Dissenting Shareholder must dissent with respect to all of the Prime Shares held by such person; and

(e) the exercise of such Dissent Right must otherwise comply with the requirements of Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement, this Interim Order and the Final Order.

26. Notice to the Shareholders of their Dissent Right with respect to the Arrangement Resolution will be given by including information with respect to the Dissent Right in the Circular to be sent to Shareholders in accordance with this Interim Order.

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

APPLICATION FOR FINAL ORDER

28. Upon the approval, with or without variation, by the Securityholders of the Arrangement, in the manner set forth in this Interim Order, Prime may apply to this Court for, *inter alia*, an order:

(a) pursuant to BCBCA Sections 291(4)(a) and 295, approving the Arrangement; and

(b) pursuant to BCBCA Section 291(4)(c) declaring that the terms and conditions of the Arrangement, and the exchange of securities to be effected by the Arrangement, are procedurally and substantively fair and reasonable to those who will receive securities in the exchange

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

and the hearing of the Final Order will be held on October 3, 2025 at 9:45 a.m. (Vancouver time) at the Courthouse at 800 Smithe Street, Vancouver, British Columbia or as soon thereafter as the hearing of the Final Order can be heard, or at such other date and time as this Court may direct.

29. The form of Notice of Hearing of Petition attached to the Harcus Affidavit as Exhibit "C" is hereby approved as the form of Notice of Proceedings for such approval. Any Securityholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order, subject to the terms of this Interim Order.

30. Any Securityholder seeking to appear at the hearing of the application for the Final Order must:

(a) file and deliver a Response to Petition (a "**Response**") in the form prescribed by the *Supreme Court Civil Rules*, and a copy of all affidavits or other materials upon which they intend to rely, to the Petitioner's solicitors at:

Blake, Cassels & Graydon LLP
Barristers and Solicitors
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5

Attention: Alexandra Luchenko

by or before 12:00 p.m. (Vancouver time) on October 1, 2025.

31. Sending the Notice of Hearing of Petition and this Interim Order in accordance with paragraphs 9 and 10 of this Interim Order will constitute good and sufficient service of this proceeding and no other form of service need be made and no other material need be served on persons in respect of these proceedings. In particular, service of the Petition herein and the accompanying Affidavit and additional Affidavits as may be filed, is dispensed with.

32. In the event the hearing for the Final Order is adjourned, only those persons who have filed and delivered a Response in accordance with this Interim Order need be provided with notice of the adjourned hearing date and any filed materials.

VARIANCE

33. Prime will be entitled, at any time, to apply to vary this Interim Order or for such further order or orders as may be appropriate.

34. To the extent of any inconsistency or discrepancy between this Interim Order and the Circular, the BCBCA, applicable Securities Laws or the articles of Prime, this Interim Order will govern.

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

Signature of lawyer for Petitioner
Alexandra Luchenko

BY THE COURT

REGISTRAR

CHECKED

No. S-256329
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PRIME MINING CORP. and TOREX GOLD RESOURCES INC.

PRIME MINING CORP.

PETITIONER

ORDER MADE AFTER APPLICATION

Alexandra Luchenko
Blake, Cassels & Graydon LLP
Barristers and Solicitors
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5
(604) 631-3300

Agent: Dye & Durham

APPENDIX D
PETITION AND NOTICE OF HEARING OF PETITION

See attached.

S-256329

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
PRIME MINING CORP.
and TOREX GOLD RESOURCES INC.

PRIME MINING CORP.

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 not an application for judicial review.

This proceeding has been started by the petitioner for the relief set out in Part 1 below, by

Prime Mining Corp. (the petitioner)

If you intend to respond to this petition, 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,

(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 has been set by order of the court, within that time.

(1)	The ADDRESS FOR SERVICE of the petitioner is: Blake, Cassels & Graydon LLP Barristers and Solicitors 1133 Melville Street Suite 3500, The Stack Vancouver, BC V6E 4E5 Attention: Alexandra Luchenko
	Fax number address for service (if any) of the petitioner: N/A
	E-mail address for service (if any) of the petitioner: Vancouver.service@blakes.com and alexandra.luchenko@blakes.com
(2)	The name and office address of the petitioner's lawyer is: Blake, Cassels & Graydon LLP Barristers and Solicitors 1133 Melville Street Suite 3500, The Stack Vancouver, BC V6E 4E5 Attention: Alexandra Luchenko

CLAIM OF THE PETITIONER

Part 1: ORDERS SOUGHT

The Petitioner, Prime Mining Corp. ("**Prime**"), applies for:

1. An order (the "**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 **Appendix "A"** to this Petition;

2. An order (the "**Final Order**") pursuant to Sections 288-297 of the *BCBCA*:

(a) approving an arrangement (the "**Arrangement**"), more particularly described in the plan of arrangement (the "**Plan of Arrangement**"), involving Prime and Torex Gold Resources Inc. ("**Torex**"). The Plan of Arrangement is attached as Appendix "B" to the management information circular entitled Notice and Management Information Circular for the Special Meeting of Securityholders of Prime Mining Corp. (the

"**Circular**"), attached as Exhibit "A" to the Affidavit of Ian Harcus sworn on August 21, 2025, and filed herein (the "**Harcus Affidavit**"); and,

(b) declaring that the terms and conditions of the Arrangement and the exchange of securities to be effected thereby is procedurally and substantively fair and reasonable to those who are entitled to receive securities in the exchange; and

3. Such further and other relief as counsel for the Petitioner may advise and the Court may deem just.

Part 2: FACTUAL BASIS

DEFINITIONS

1. As used in this Petition, unless otherwise defined herein, terms beginning with capital letters have the respective meanings set out in the Circular.

THE PETITIONER

2. Prime's address for service for the purpose of this proceeding is Suite 3500 – 1133 Melville Street, Vancouver, British Columbia, Canada, V6E 4E5.

3. Prime is a British Columbia corporation engaged in the acquisition, exploration, and development of mineral resource properties. Prime's principal asset is the "**Los Reyes Project**", a gold-silver exploration project located in the Sinaloa State, Mexico acquired by Prime in 2019.

4. Common shares in the capital of Prime ("**Prime Shares**", the holders of which are the "**Shareholders**") are traded on the Toronto Stock Exchange (the "**TSX**") under the symbol "PRYM", on the Frankfurt Stock Exchange (the "**FSE**") under the symbol "O4V3", and on the OTCQX market under the symbol "PRMNF".

THE ACQUIROR

5. Torex is an intermediate gold producer based in Canada. Torex is engaged in the exploration, development, and operation of its 100% owned "**Morelos Property**", an area of 29,000 hectares in the highly prospective Guerrero Gold Belt located 180 kilometres southwest of Mexico City. There are two mines within the Morelos Property that have commenced commercial production.

6. Common shares in the capital of Torex (the "**Torex Shares**") are traded on the TSX under the symbol "TXG", and on the OTCQX under the symbol "TORXF".

OVERVIEW OF THE ARRANGEMENT

7. Prime proposes, in accordance with Sections 186, 288, 289, 290 and 291 of the *BCBCA*, to call, hold and conduct a special meeting of the Shareholders, the holders of options to purchase Prime Shares (the "**Prime Options**", the holders of which are the "**Option Holders**"), the holders of restricted share units (the "**Prime RSUs**", the holders of which are the "**RSU Holders**"), the holders of deferred share units (the "**Prime DSUs**", the holders of which are the "**DSU Holders**"), and the holders of warrants to purchase Prime Shares (the "**Prime Warrants**", the holders of which are the "**Warrant Holders**" and, collectively with the Shareholders, Option Holders, RSU Holders and DSU Holders, the "**Securityholders**") at 2:00 p.m. (Vancouver Time) on September 29, 2025 (the "**Meeting**"), at Suite 710 – 1030 West Georgia Street, Vancouver, British Columbia, whereat, among other things, the Securityholders will be asked to consider, and if deemed acceptable, to pass, with or without variation, a special resolution substantially in the form attached as Appendix "A" to the Circular (the "**Arrangement Resolution**") approving, with or without variation, the Arrangement.

8. In summary, the Arrangement provides that Torex will acquire all of the issued and outstanding Prime Shares. Following completion of the Arrangement, Torex intends to delist the Prime Shares from the TSX, the OTCQX and the FSE, and have the Consideration Shares to be issued pursuant to the Arrangement listed on the TSX and OTCQX. The listing of Consideration Shares to be issued under the Arrangement on the TSX is subject to the approval of the TSX.

9. Pursuant to the Arrangement:

(a) each Shareholder (other than a Dissenting Shareholder) will receive 0.060 (the "**Exchange Ratio**") of a Torex Share in exchange for each Prime Share held (the "**Consideration**");

(b) each Prime RSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Equity Incentive Plan or the Legacy LTIP, as applicable, or any other provision to which a Prime RSU may otherwise be subject, shall and shall be deemed to be immediately and unconditionally vested to the fullest extent, and shall be settled by Prime at the Effective Time in exchange for Prime Shares (less applicable withholdings) and

such Prime Shares shall be transferred to Torex for the Consideration and each such Prime RSU shall be immediately cancelled;

(c) each Prime DSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Equity Incentive Plan or the Legacy LTIP, as applicable, or any other provision to which a Prime DSU may otherwise be subject, shall and shall be deemed to be immediately and unconditionally vested to the fullest extent, and shall be settled by Prime at the Effective Time in exchange for Prime Shares (less applicable withholdings) and such Prime Shares shall be transferred to Torex for the Consideration and each such Prime DSU shall be immediately cancelled;

(d) each Prime Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, will be deemed to be amended such that each Prime Option is immediately and unconditionally vested to the fullest extent, as applicable, subject to the following:

(i) upon exercise, such Prime Option shall entitle the Option Holder to receive, pursuant to the terms of the Prime Option and in accordance with the terms of the Omnibus Equity Incentive Plan or the Legacy Option Plan, as applicable, and this paragraph (e), such number of Torex Shares (rounded down to the nearest whole number) equal to (A) the number of Prime Shares that were issuable upon exercise of such Prime Option immediately prior to the Effective Time, multiplied by 0.060, at an exercise price per Torex Share (rounded up to the nearest whole cent) equal to the quotient determined by dividing: (X) the exercise price per Prime Share at which such Prime Option was exercisable immediately prior to the Effective Time, by (Y) 0.060; and

(ii) such Prime Option shall be exercisable until the earlier of (A) the original expiry date of the Prime Option; and (B) the date that is twelve (12) months following the Effective Time, and for greater certainty, such Prime Option shall not expire as a result of the Option Holder ceasing to be an Eligible Participant (as defined in the Omnibus Equity Incentive Plan).

10. Each Dissenting Shareholder shall receive a debt claim for the fair market value of each Dissenting Share in respect of which Dissent Rights have been validly exercised and have not been terminated or ceased to apply in respect of such shares held by such Dissenting Shareholder. The fair market value of each Dissenting Share will be determined pursuant to Article 4 of the Plan of Arrangement.

11. In addition, and in accordance with the terms of each of the Prime Warrants, each Warrant Holder shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's Prime Warrants, in lieu of the Prime Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Torex Shares which the Warrant Holder would have been entitled to receive as a result of the transactions contemplated by the Arrangement if, immediately prior to the Effective Date, such Warrant Holder had been the registered holder of the number of Prime Shares to which such holder would have been entitled if such Warrant Holder had exercised such Prime Warrants immediately prior to the Effective Time on the Effective Date.

12. On completion of the Arrangement, Prime will become a wholly-owned subsidiary of Torex.

BACKGROUND TO ARRANGEMENT

13. The terms of the Arrangement and the provisions of the Arrangement Agreement are the result of arm's length negotiations conducted between representatives of Prime and Torex. The material meetings, negotiations, discussions and actions among the parties that preceded the execution and public announcement of the Arrangement Agreement are summarized in the Circular in the section entitled "Background to the Arrangement".

FAIRNESS OF THE ARRANGEMENT

14. The board of directors of Prime (the "**Prime Board**") formed a special committee of independent directors (the "**Special Committee**") to review, consider, assess and examine the Arrangement and any strategic alternatives that may offer greater value to the Shareholders, and to provide Prime's management with instructions regarding the negotiation of the Arrangement Agreement.

15. The Special Committee engaged BMO Capital Markets ("**BMO**") to evaluate the fairness, from a financial point of view, of the Consideration provided for pursuant to the Arrangement

Agreement. On July 27, 2025, at a meeting of the Special Committee to evaluate the Arrangement, BMO delivered its oral opinion, confirmed by delivered of a written opinion dated July 27, 2025 (the "**Fairness Opinion**") that, as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and scope of review set forth therein, the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded by MI 61-101 (as defined below)) is fair, from a financial point of view, to such Shareholders. BMO's compensation for the Fairness Opinion was not contingent upon the conclusions reached by BMO. A copy of the Fairness Opinion is included in the Circular as Appendix "E".

16. In evaluating and unanimously determining that the Arrangement is in the best interests of Prime and is fair to the Shareholders, the Special Committee and Prime Board gave careful consideration to: the terms and conditions of the Arrangement Agreement; the benefits and risks associated with the Arrangement; other strategic alternatives and options available to Prime; the Fairness Opinion; and the impact of the Arrangement on other stakeholders of Prime. Some of the principal reasons for this conclusion include:

(a) ***Immediate and Significant Premium.*** The Consideration represents a premium of 32.4% to the 30-day volume weighted average price of the Prime Shares on the TSX as of July 25, 2025, the last trading day before the announcement of the Arrangement. Furthermore, the Consideration implies a premium of 18.5% to the closing price of the Prime Shares on the TSX as of July 25, 2025.

(b) ***Participation in an Established, High-Quality, Gold and Copper Producer with Substantial Growth Potential.*** The Arrangement provides Securityholders with (A) the opportunity to continue to participate in the future upside potential of Los Reyes through their meaningful 10.7% equity ownership in Torex, (B) exposure to Torex's free cash flowing Morelos Complex, comprising of the producing El Limón Guajes and Media Luna mines along with the development stage EPO underground project, and (C) enhanced exploration upside through Torex's Morelos Property, in addition to a suite of early-stage exploration projects acquired by Torex on August 20, 2025.

(c) ***De-Risking of Development of Los Reyes.*** The Arrangement provides an opportunity to leverage Torex's Mexican expertise and strong technical capabilities

for the development of the Los Reyes Project. Torex brings deep and recent expertise in discovering, permitting, building, and operating mines in Mexico, including the construction of the El Limón Guajes and Media Luna mines, which were completed by Torex largely on schedule with minimal deviations from their original budgets. Torex has an experienced Mexican permitting and project/construction team ready and available to advance the Los Reyes Project.

(d) ***Enhanced Financial Strength.*** The Arrangement provides Securityholders access to Torex's strong balance sheet, liquidity, and growing significant free cash flows from Media Luna. These strong financial resources support the advancement of Los Reyes and eliminate financing and dilution risks to bring the project into production.

(e) ***Enhanced Capital Markets Profile.*** Torex has a market capitalization of approximately C$3.55 billion, enabling Shareholders to benefit from increased market presence, analyst coverage, investor demand, and trading liquidity.

(f) ***Proven Leadership Team.*** Following the Arrangement, management of Torex will continue to feature proven and experienced mining and business leaders at both the board and executive team levels, with a proven track record of maximizing shareholder value.

(g) ***Business Climate and Review of Strategic Alternatives.*** After consultation on the proposed Arrangement with the Company's financial and legal advisors, and after review of the current and prospective business climate in the precious metals industry and other strategic opportunities reasonably available to Prime, including continuation as an independent enterprise, and potential acquisitions and dispositions or other business combinations, in each case taking into account the potential benefits, risks and uncertainties associated with those other opportunities, the Special Committee and the Board believe that the Arrangement represents Prime's best prospect for maximizing shareholder value.

(h) ***Fairness Opinion.*** The Fairness Opinion states that, as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and scope of review set forth therein, the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be

excluded by MI 61-101) pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders.

(i) ***Acceptance by Directors, Officers and Significant Shareholder.*** Pursuant to the Support Agreements, the directors, officers and the Key Shareholder have agreed to vote all of their respective Subject Securities in favour of the Arrangement (all as defined in the Circular).

(j) ***Ability to Respond to Unsolicited Superior Proposals.*** Subject to the terms of the Arrangement Agreement, the Prime Board will remain able to respond to any unsolicited bona fide written proposal that, having regard to all of its terms and conditions, if consummated in accordance with its terms, could reasonably be expected to lead to a Superior Proposal under the Arrangement Agreement.

(k) ***Negotiated Transaction.*** The Arrangement Agreement is the result of a comprehensive negotiation process with Torex that was undertaken by the Company and its legal and financial advisors with the oversight and participation of the Special Committee. The Arrangement Agreement includes terms and conditions that are reasonable in the judgment of the Prime Board and the Special Committee.

(l) ***Dissent Rights.*** The terms of the Plan of Arrangement provide that Registered Shareholders have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their Dissent Shares in accordance with the provisions of Sections 237 to 247 of the *BCBCA*, as modified by the Interim Order, the Plan of Arrangement and any other order of the Court.

(m) ***Deal Certainty.*** The Purchaser's obligation to complete the Arrangement is subject to a limited number of conditions that the Board and the Special Committee believe, with the advice of the Company's legal and financial advisors, are reasonable in the circumstances. The Arrangement is not subject to a financing condition.

(n) ***Deal Protections.*** The Termination Fee, Torex's right to match a Superior Proposal, and other deal protection measures contained in the Arrangement

Agreement are appropriate inducements to Torex to enter into the Arrangement Agreement, and the quantum of the Termination Fee of US$12.5 million is, in the view of the Prime Board and the Special Committee, appropriate for a transaction of this nature.

17. The completion of the Arrangement is subject to various conditions, including approval by the Securityholders in accordance with the terms of the Interim Order and approval by the Court.

THE MEETING AND APPROVALS

18. The Record Date for determining the Securityholders entitled to receive notice of, attend, and vote at the Meeting is August 14, 2025.

19. In connection with the Meeting, Prime intends to send, to each Securityholder, a copy of the following material and documentation (collectively referred to as the "**Meeting Materials**") substantially in the form attached as Exhibits "A", "B" and "C" to the Harcus Affidavit:

(a) the Circular (together with a cover letter to the Securityholders) which includes, among other things:

(i) the Notice of Special Meeting of Securityholders;

(ii) a summary of the effects of the Arrangement;

(iii) a summary of the reasons for the Prime Board Recommendation;

(iv) the text of the Arrangement Resolution;

(v) a copy of the Fairness Opinion;

(vi) a copy of the Plan of Arrangement;

(vii) a copy of the Interim Order; and

(viii) the text of Division 2 of Part 8 of the *BCBCA* setting out the dissent provisions of the BCBCA;

(b) the applicable form of proxy and letter of transmittal; and

(c) a copy of the Notice of Hearing of Petition.

20. The Circular, which includes the Notice of Hearing of Petition, will be sent to Securityholders no later than twenty-one days before the Meeting.

21. All such documents may contain such amendments thereto as Prime may advise are necessary or desirable and not inconsistent with the terms of the Interim Order.

QUORUM AND VOTING

22. In accordance with the articles of Prime, the quorum required at the Meeting will be one Shareholder, present in person or represented by proxy, holding at least one Prime Share entitled to vote at the Meeting.

23. It is proposed that the vote required to pass the Arrangement Resolution will be the affirmative vote of at least:

(a) 66⅔% of the votes cast on the Arrangement Resolution by Shareholders, present in person or represented by proxy and entitled to vote at the Meeting, on the basis of one vote for each Prime Share held;

(b) 66⅔% of the votes cast on the Arrangement Resolution by Securityholders, present in person or represented by proxy and entitled to vote at the Meeting, voting together as a single class, on the basis of one vote for each Prime Share held or one vote for each Prime Share underlying each Prime Option, Prime RSU, Prime DSU, or Prime Warrant held; and,

(c) a simple majority of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes attached to Prime Shares required to be excluded by *Multilateral Instrument 61-101 – Protection of Minority Security holders in Special Transactions* ("**MI 61-101**"), on the basis of one vote for each Prime Share held.

DISSENT RIGHTS

24. Each Registered Shareholder will have the right to dissent in respect of the Arrangement Resolution in accordance with the provisions of Sections 237 to 247 of the *BCBCA*, as modified by the Plan of Arrangement, the Interim Order and any other order of the Court. Registered Shareholders will be the only Shareholders entitled to directly exercise rights of dissent. A beneficial holder of Prime Shares registered in the name of a broker, custodian, trustee, nominee

or other intermediary who wishes to dissent must make arrangements for the registered Prime Shareholder to dissent on behalf of the beneficial holder of Prime Shares or, alternatively, make arrangements to become a Registered Shareholder.

25. In order for a Registered Shareholder to exercise such right of dissent (the "**Dissent Right**"):

(a) a Dissenting Shareholder must deliver a written notice of dissent, which must be received by Prime c/o Blake, Cassels & Graydon LLP, at Suite 3500 – 1133 Melville Street, Vancouver, British Columbia, Attention: Alexandra Luchenko, by no later than 4:00 p.m. (Vancouver Time) on September 25, 2025 or, in the case of any adjournment or postponement of the Meeting, the date which is two business days prior to the date of the Meeting; a vote against the Arrangement Resolution or an abstention will not constitute written notice of dissent;

(b) a Dissenting Shareholder must not have voted his, her or its Prime Shares at the Meeting, either by proxy or in person, in favor of the Arrangement Resolution;

(c) a Dissenting Shareholder must dissent with respect to all of the Prime Shares held by such person; and

(d) the exercise of such Dissent Right must otherwise comply with the requirements of sections 237 to 247 of the *BCBCA*, as modified by the Plan of Arrangement, the Interim Order and any other order of the Court.

26. Notice to the Shareholders of their Dissent Right with respect to the Arrangement Resolution will be given by including information with respect to the Dissent Right in the Circular to be sent to Shareholders in accordance with the Interim Order.

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

UNITED STATES SECURITYHOLDERS

28. There are Shareholders in the United States. The issuance of Torex Shares in exchange for Prime Shares pursuant to the Arrangement has not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"). Prime hereby

advises the Court that, based upon the Final Order, Torex intends to rely on the exemption from the registration requirements of the U.S. Securities Act set forth in Section 3(a)(10) thereof (the "**Section 3(a)(10) Exemption**") with respect to the issuance of Torex Shares pursuant to the Arrangement.

29. In order to ensure that the issuance of Torex Shares in exchange for Prime Shares pursuant to the Arrangement will be able to rely on the Section 3(a)(10) Exemption, it is necessary that:

(a) all persons entitled to receive Torex Shares pursuant to the Arrangement are given adequate notice advising them of their rights to attend the hearing of the Court to approve of the Arrangement and are provided with sufficient information necessary for them to exercise that right; there cannot be any improper impediment to the appearance by such persons at the hearing of the Court to approve of the Arrangement (though the requirement to file a notice of an intention to appeal, will not be considered to be such an impediment);

(b) all persons entitled to receive Torex Shares pursuant to the Arrangement are advised that such Torex Shares have not been registered under the U.S. Securities Act and will be issued by Torex in reliance on the Section 3(a)(10) Exemption;

(c) the Interim Order specifies that each person entitled to receive Torex Shares pursuant to the Arrangement will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as they enter an appearance within a reasonable time; and

(d) the Court holds a hearing before approving the fairness of the terms and conditions of the Arrangement and issuing the Final Order, and the Court finds, prior to approving the Final Order, that the terms and conditions of the issuance of Torex Shares in exchange for Prime Shares pursuant to the Arrangement are fair and reasonable to all persons who are entitled to receive Torex Shares pursuant to the Arrangement, and the Final Order expressly states that (i) the terms and conditions of the issuance of Torex Shares in exchange for Prime Shares pursuant to the Arrangement are procedurally and substantively fair and reasonable to all persons entitled to receive Torex Shares pursuant to the Arrangement and (ii) the Final Order will serve as a basis to claim the Section 3(a)(10) Exemption.

NO CREDITOR IMPACT

30. The Arrangement does not contemplate a compromise of any debt or any debt instruments of Prime and no creditor of Prime will be negatively affected by the Arrangement.

Part 3: LEGAL BASIS

1. Sections 186 and 288 to 297 the *BCBCA*;
2. Rules 2-1(2)(b), 4-4, 4-5, 8-1 and 16-1 of the *Supreme Court Civil Rules*;
3. Section 3(a)(10) of the *United States Securities Act of 1933*; and
4. The equitable and inherent jurisdiction of the Court.

Part 4: MATERIALS TO BE RELIED ON

The Petitioner will rely on:

1. Affidavit #1 of Ian Harcus, made on August 21, 2025;
2. Affidavit of an official of Prime, to be sworn; and
3. Such further and other material as counsel may advise and this Honourable Court may allow.

Date: August 21, 2025

Signature of lawyer for Petitioner
for Alexandra Luchenko

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:
.....
.....
.....
.....
.....

Date: .....[*dd/mmm/yyyy*].....
.....
Signature of [ ] Judge [ ] Associate Judge

ENDORSEMENT ON ORIGINATING PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

The Petitioner claims the right to serve this Petition outside British Columbia on the grounds enumerated in Sections 10(e) and 10(h) of the *Court Jurisdiction and Proceedings Transfer Act*, that the proceeding:

(e) concerns contractual obligations, and

(i) the contractual obligations, to a substantial extent, were to be performed in British Columbia,

(ii) by its express terms, the contract is governed by the law of British Columbia, or

(iii) the contract

(A) is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and

(B) resulted from a solicitation of business in British Columbia by or on behalf of the seller, and

(h) concerns a business carried on in British Columbia.

APPENDIX A

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PRIME MINING CORP. and TOREX GOLD RESOURCES INC.

PRIME MINING CORP.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE ASSOCIATE JUDGE) August 25, 2025
)
)

ON THE APPLICATION of the Petitioner, Prime Mining Corp. ("**Prime**") for an Interim Order pursuant to its Petition filed on August 21, 2025.

[x] without notice coming on for hearing at Vancouver, British Columbia on August 25, 2025, and on hearing Alexandra Luchenko, counsel for the Petitioner, and upon reading the Petition herein and the Affidavit of Ian Harcus made August 21, 2025, and filed herein (the "**Harcus Affidavit**"); and upon being advised that it is the intention of Torex Gold Resources Inc. ("**Torex**") to rely upon Section 3(a)(10) of the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") as a basis for an exemption from the registration requirements of the U.S. Securities Act with respect to securities of Torex issued under the proposed Plan of Arrangement based on the Court's approval of the arrangement involving Prime and Torex (the "**Arrangement**");

THIS COURT ORDERS THAT:

DEFINITIONS

1. As used in this Interim Order, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the information circular entitled Notice and Management Information Circular for the Special Meeting of Securityholders of Prime Mining Corp. (the "**Circular**") attached as Exhibit "A" to the Harcus Affidavit.

MEETING

2. Pursuant to Sections 186, 288, 289, 290 and 291 of the *Business Corporations Act*, S.B.C., 2002, c. 57, as amended (the "**BCBCA**"), Prime is authorized and directed to call, hold and conduct a special meeting of the holders of common shares of Prime (the "**Prime Shares**", the holders of which are the "**Shareholders**"), the holders of options to purchase Prime Shares (the "**Prime Options**", the holders of which are the "**Option Holders**"), the holders of restricted share units (the "**Prime RSUs**", the holders of which are the "**RSU Holders**"), the holders of deferred share units (the "**Prime DSUs**", the holders of which are the "**DSU Holders**"), and the holders of warrants to purchase Prime Shares (the "**Prime Warrants**", the holders of which are the "**Warrant Holders**" and, collectively with the Shareholders, Option Holders, RSU Holders and DSU Holders, the "**Securityholders**") at 2:00 p.m. (Vancouver Time) on September 29, 2025 (the "**Meeting**"):

(a) to consider and, if deemed acceptable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**") approving a statutory plan of arrangement (the "**Arrangement**") under Division 5 of Part 9 of the BCBCA pursuant to which Torex will, among other things, acquire all of the issued and outstanding Prime Shares, the full text of which is set forth in Appendix "A" to the Circular; and

(b) to transact such further or other business as may properly come before the Meeting or any adjournments or postponements thereof.

3. The Meeting will be called, held and conducted in accordance with the BCBCA, the articles of Prime and the Circular subject to the terms of this Interim Order, and any further order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

ADJOURNMENT

4. Notwithstanding the provisions of the BCBCA and the articles of Prime, and subject to the terms of the Arrangement Agreement, Prime, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Securityholders respecting such adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements will be given by news release, newspaper advertisement, or by notice sent to the Securityholders by one of the methods specified in paragraphs 9 and 10 of this Interim Order.

5. The Record Date (as defined in paragraph 7 below) will not change in respect of any adjournments or postponements of the Meeting.

AMENDMENTS

6. Prior to the Meeting, Prime is authorized to make such amendments, revisions or supplements to the proposed Arrangement and the Plan of Arrangement, in accordance with the terms of the Arrangement Agreement, without any additional notice to the Securityholders 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 the subject of the Arrangement Resolution.

RECORD DATE

7. The record date for determining the Securityholders entitled to receive notice of, attend and vote at the Meeting is August 14, 2025 (the "**Record Date**").

NOTICE OF MEETING

8. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of Section 290(1)(a) of the BCBCA, and Prime will not be required to send to the Securityholders any other or additional statement pursuant to Section 290(1)(a) of the BCBCA.

9. The Circular, applicable forms of proxy, voting instruction form, letter of transmittal and the Notice of Hearing of Petition (collectively referred to as the "**Meeting Materials**"), in substantially the same form as contained in Exhibits "A", "B" and "C" to the Harcus Affidavit, with such deletions, amendments or additions thereto as counsel for Prime may advise are necessary

or desirable, provided that such amendments are not inconsistent with the terms of this Interim Order, will be sent to:

(a) the registered Securityholders as they appear on the central securities register of Prime or the records of Prime or its registrar and transfer agent as at the close of business on the Record Date, the Meeting Materials to be sent at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing, delivery or transmittal and the date of the Meeting, by one or more of the following methods:

(i) by prepaid ordinary or air mail addressed to the Securityholders at their addresses as they appear in the applicable records of Prime or its registrar and transfer agent 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 email or facsimile transmission to any Securityholder who has previously identified himself, herself or itself to the satisfaction of Prime acting through its representatives, who requests such email or facsimile transmission and the in accordance with such request;

(b) in the case of non-registered Shareholders, by providing copies of the Meeting Materials to intermediaries and registered nominees for sending to such beneficial owners in accordance with the procedures and requirements prescribed by *National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer of the Canadian Securities Administrators* at least three (3) Business Days prior to the twenty-first (21st) day prior to the date of the Meeting; and

(c) the directors and auditors of Prime by mailing the Meeting Materials by prepaid ordinary mail, or by email or facsimile transmission, to such persons at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing or transmittal;

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

10. In the event of a postal strike, lockout or event that prevents, delays or otherwise interrupts mailing or delivery of the Meeting Materials by prepaid ordinary mail (the "**Postal Service Disruption**") as provided for in paragraph 9:

(a) Prime shall cause an advertisement (the "**Advertisement**") to be placed in a major daily newspaper of national circulation, stating:

(i) the date, place, and time of the Meeting;

(ii) the measures implemented by Prime to ensure delivery or transmission of proxies or other Meeting Materials by the Securityholders to Prime in relation to the Meeting within the required time period and at no cost to the Securityholders; and

(iii) that the Meeting Materials are available, without charge, for review via the internet at the SEDAR+ website (www.sedarplus.ca) or for delivery to Securityholders by electronic mail or by courier upon request made to Prime;

(b) the Advertisement shall be made on or before the date upon which notice of the Meeting would otherwise be sent to the Securityholders in the event that a Postal Service Disruption had not occurred; and

(c) Prime shall, concurrently with the Advertisement, issue a press release containing the information set out in paragraph 10(a) herein and stating that the Advertisement and press release are being made in accordance with this Interim Order in lieu of prepaid ordinary mail due to the Postal Service Disruption.

11. For proxies, voting instruction forms, and other Meeting Materials that are required to be delivered to Prime for the purposes of the Meeting, Prime shall implement measures that enable Securityholders, during the Postal Service Disruption, to effect delivery or transmission by the Securityholders of said proxies or other materials within the required period at no cost to the Securityholders.

12. Accidental failure of or omission by Prime to give notice to any one or more Securityholders or any other persons entitled thereto, or the non-receipt of such notice by one or more Securityholders or any other persons entitled thereto, or any failure or omission to give such

notice as a result of events beyond the reasonable control of Prime (including, without limitation, any inability to use postal services), will not constitute a breach of this Interim Order or a defect in the calling of the Meeting, and will not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of Prime, then it will use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

13. Provided that notice of the Meeting is given and the Meeting Materials are provided to the Securityholders and other persons entitled thereto in compliance with this Interim Order, the requirement of Section 290(1)(b) of the BCBCA to include certain disclosure in any advertisement of the Meeting is waived.

DEEMED RECEIPT OF NOTICE

14. The Meeting Materials will be deemed, for the purposes of this Interim Order, to have been served upon and received:

(a) in the case of mailing pursuant to paragraphs 9(a)(i) or 9(a)(c) above, the day, Saturdays, Sundays and holidays excepted, following the date of mailing;

(b) in the case of delivery in person pursuant to paragraph 9(a)(ii) above, the day following personal delivery or, in the case of delivery by courier, the day following delivery to the person's address in paragraph 9 above;

(c) in the case of any means of transmitted, recorded or electronic communication pursuant to paragraph 9(a)(iii) above, when dispatched or delivered for dispatch;

(d) in the case of the Advertisement, at the time of publication of the Advertisement; and,

(e) in the case of non-registered Shareholders, three (3) days after the delivery thereof to intermediaries and registered nominees.

UPDATING MEETING MATERIALS

15. Notice of any amendments, updates or supplement to any of the information provided in the Meeting Materials may be communicated to the Securityholders or other persons entitled thereto by news release, newspaper advertisement or by notice sent to the Securityholders or other persons entitled thereto by any of the means set forth in paragraphs 9

and 10 of this Interim Order, as determined to be the most appropriate method of communication by the Board of Directors of Prime.

QUORUM AND VOTING

16. The quorum required at the Meeting will be one Shareholder, present in person or represented by proxy, holding at least one Prime Share entitled to vote at the Meeting.

17. The vote required to pass the Arrangement Resolution will be the affirmative vote of at least:

(a) 66⅔% of the votes cast on the Arrangement Resolution by Shareholders, present in person or represented by proxy and entitled to vote at the Meeting, on the basis of one vote for each Prime Share held;

(b) 66⅔% of the votes cast on the Arrangement Resolution by Securityholders, present in person or represented by proxy and entitled to vote at the Meeting, voting together as a single class, on the basis of one vote for each Prime Share held or one vote for each Prime Share underlying each Prime Option, Prime RSU, Prime DSU, or Prime Warrant held; and,

(c) a simple majority of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes attached to Prime Shares required to be excluded by *Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions*, on the basis of one vote for each Prime Share held.

18. In all other respects, the terms, restrictions and conditions set out in the articles of Prime will apply in respect of the Meeting.

PERMITTED ATTENDEES

19. The only persons entitled to attend the Meeting will be (i) the Securityholders or their duly appointed proxyholders as of the Record Date, (ii) Prime's directors, officers, auditors and advisors, (iii) representatives of Torex, and (iv) any other person admitted on the invitation of the Chair of the Meeting or with the consent of the Chair of the Meeting, and the only persons entitled to be represented and to vote at the Meeting will be the Securityholders as at the close of business on the Record Date, or their duly appointed proxyholders.

SCRUTINEERS

20. Representatives of Prime's registrar and transfer agent (or any agent thereof) are authorized to act as scrutineers for the Meeting.

SOLICITATION OF PROXIES

21. Prime is authorized to use the applicable forms of proxy and letter of transmittal in connection with the Meeting, in substantially the same form as attached as Exhibit "B" to the Harcus Affidavit, and Prime may in its discretion waive generally the time limits for deposit of proxies by Securityholders if Prime deems it reasonable to do so, such waiver to be endorsed on the proxy by the initials of the Chair of the Meeting. Prime 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.

22. The procedure for the use of proxies at the Meeting will be as set out in the Meeting Materials.

DISSENT RIGHTS

23. Each Shareholder who is both (i) a registered or beneficial holder of Prime Shares as of the Record Date, and (ii) a registered Shareholder as of the Dissent Deadline (as defined below) will 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 Interim Order, the Plan of Arrangement, and any other order of the Court.

24. Registered Shareholders as of the Dissent Deadline will be the only Shareholders entitled to exercise rights of dissent. A beneficial holder of Prime 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 Prime Shares or, alternatively, make arrangements to become a registered Shareholder prior to the Dissent Deadline.

25. In order for a registered Shareholder to exercise such right of dissent (the "**Dissent Right**"):

(a) a Dissenting Shareholder must deliver a written notice of dissent which must be received by Prime c/o Blake, Cassels & Graydon LLP, at Suite 3500 – 1133

Melville Street, Vancouver, British Columbia, V6E 4E5, Attention: Alexandra Luchenko, by no later than 4:00 p.m. (Vancouver Time) on September 25, 2025, or, in the case of any adjournment or postponement of the Meeting, the date which is two business days prior to the date of the Meeting (the "**Dissent Deadline**");

(b) a vote against the Arrangement Resolution or an abstention will not constitute written notice of dissent;

(c) a Dissenting Shareholder must not have voted his, her or its Prime Shares at the Meeting, either by proxy or in person, in favour of the Arrangement Resolution;

(d) a Dissenting Shareholder must dissent with respect to all of the Prime Shares held by such person; and

(e) the exercise of such Dissent Right must otherwise comply with the requirements of Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement, this Interim Order and the Final Order.

26. Notice to the Shareholders of their Dissent Right with respect to the Arrangement Resolution will be given by including information with respect to the Dissent Right in the Circular to be sent to Shareholders in accordance with this Interim Order.

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

APPLICATION FOR FINAL ORDER

28. Upon the approval, with or without variation, by the Securityholders of the Arrangement, in the manner set forth in this Interim Order, Prime may apply to this Court for, *inter alia*, an order:

(a) pursuant to BCBCA Sections 291(4)(a) and 295, approving the Arrangement; and

(b) pursuant to BCBCA Section 291(4)(c) declaring that the terms and conditions of the Arrangement, and the exchange of securities to be effected by the Arrangement, are procedurally and substantively fair and reasonable to those who will receive securities in the exchange

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

and the hearing of the Final Order will be held on October 3, 2025 at 9:45 a.m. (Vancouver time) at the Courthouse at 800 Smithe Street, Vancouver, British Columbia or as soon thereafter as the hearing of the Final Order can be heard, or at such other date and time as this Court may direct.

29. The form of Notice of Hearing of Petition attached to the Harcus Affidavit as Exhibit "C" is hereby approved as the form of Notice of Proceedings for such approval. Any Securityholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order, subject to the terms of this Interim Order.

30. Any Securityholder seeking to appear at the hearing of the application for the Final Order must:

(a) file and deliver a Response to Petition (a "**Response**") in the form prescribed by the *Supreme Court Civil Rules*, and a copy of all affidavits or other materials upon which they intend to rely, to the Petitioner's solicitors at:

Blake, Cassels & Graydon LLP
Barristers and Solicitors
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5

Attention: Alexandra Luchenko

by or before 12:00 p.m. (Vancouver time) on October 1, 2025.

31. Sending the Notice of Hearing of Petition and this Interim Order in accordance with paragraphs 9 and 10 of this Interim Order will constitute good and sufficient service of this proceeding and no other form of service need be made and no other material need be served on persons in respect of these proceedings. In particular, service of the Petition herein and the accompanying Affidavit and additional Affidavits as may be filed, is dispensed with.

32. In the event the hearing for the Final Order is adjourned, only those persons who have filed and delivered a Response in accordance with this Interim Order need be provided with notice of the adjourned hearing date and any filed materials.

VARIANCE

33. Prime will be entitled, at any time, to apply to vary this Interim Order or for such further order or orders as may be appropriate.

34. To the extent of any inconsistency or discrepancy between this Interim Order and the Circular, the BCBCA, applicable Securities Laws or the articles of Prime, this Interim Order will govern.

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

Signature of lawyer for Petitioner
Alexandra Luchenko

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, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PRIME MINING CORP. and TOREX GOLD RESOURCES INC.

PRIME MINING CORP.

PETITIONER

ORDER MADE AFTER APPLICATION

Alexandra Luchenko
Blake, Cassels & Graydon LLP
Barristers and Solicitors
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5
(604) 631-3300

Agent: Dye & Durham

No. S-256329
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING PRIME MINING CORP. and TOREX GOLD RESOURCES INC.

PRIME MINING CORP.

PETITIONER

NOTICE OF HEARING OF PETITION

To: The holders ("**Shareholders**") of common shares ("**Prime Shares**") in the capital of Prime Mining Corp. ("**Prime**")

And to: The holders of options to purchase Prime Shares, the holders of deferred share units granted by Prime, the holders restricted share units granted by Prime, and the holders of warrants to purchase Prime Shares (collectively with the Shareholders, the "**Securityholders**")

NOTICE IS HEREBY GIVEN that a Petition has been filed by the Petitioner, Prime, in the Supreme Court of British Columbia (the "**Court**") for approval of a plan of arrangement (the "**Arrangement**"), pursuant to the *Business Corporations Act*, S.B.C., 2002, c. 57, as amended (the "**BCBCA**");

AND NOTICE IS FURTHER GIVEN that by an Interim Order Made After Application, pronounced by the Court on August 25, 2025, the Court has given directions as to the calling of a special meeting of the Securityholders for the purpose of, among other things, considering, and voting upon the special resolution to approve the Arrangement;

AND NOTICE IS FURTHER GIVEN that an application for a Final Order approving the Arrangement and for a determination that the terms and conditions of the Arrangement and the exchange of securities to be effected thereby are procedurally and substantively fair and reasonable to all those who are entitled to receive securities in the exchange, shall be made before the presiding Judge in Chambers at the Courthouse, 800 Smithe Street, Vancouver, British Columbia on October 3, 2025 at 9:45 am (Vancouver time), or as soon thereafter as counsel may be heard (the "**Final Application**");

AND NOTICE IS FURTHER GIVEN that the Final Order approving the Arrangement will, if made, serve as the basis of an 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 securities issued under the Arrangement;

IF YOU WISH TO BE HEARD, any person affected by the Final Order sought may appear (either in person or by counsel) and make submissions at the hearing of the Final Application if such person has filed with the Court at the Court Registry, 800 Smithe Street, Vancouver, British Columbia, a Response to Petition ("**Response**") in the form prescribed by the Supreme Court Civil Rules, together with any affidavits and other material on which that person intends to rely at the hearing of the Final Application, and delivered a copy of the filed Response, together with all affidavits and other material on which such person intends to rely at the hearing of the Final Application, including an outline of such person's proposed submissions, to the Petitioner at its address for delivery set out below by or before 12:00 p.m. (Vancouver time) on October 1, 2025.

The Petitioner's address for delivery is:

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
1133 Melville Street
Suite 3500, The Stack
Vancouver, BC V6E 4E5

Attention: Alexandra Luchenko

IF YOU WISH TO BE NOTIFIED OF ANY ADJOURNMENT OF THE FINAL APPLICATION, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing and delivering the form of "Response" as aforesaid. You may obtain a form of "Response" at the Court Registry, 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

AT THE HEARING OF THE FINAL APPLICATION the Court may approve the Arrangement as presented, or may approve it subject to such terms and conditions as the Court deems fit.

IF YOU DO NOT FILE A RESPONSE and attend either in person or by counsel at the time of such hearing, the Court may approve the Arrangement, as presented, or may approve it subject to such terms and conditions as the Court shall deem fit, all without any further notice to you. If the Arrangement is approved, it will significantly affect the rights of the Securityholders.

A copy of the said Petition and other documents in the proceeding will be furnished to any Securityholders upon request in writing addressed to the solicitors of the Petitioner at the address for delivery set out above.

Date: August 25, 2025

"Alexandra Luchenko"
Signature of lawyer for Petitioner
Alexandra Luchenko

APPENDIX E
FAIRNESS OPINION

See attached.

BMO Capital Markets

July 27, 2025

The Special Committee of the Board of Directors and the Board of Directors
Prime Mining Corp.
710 – 1030 West Georgia Street
Vancouver, British Columbia, Canada
V6E 2Y3

To the Special Committee of the Board of Directors and the Board of Directors:

BMO Nesbitt Burns Inc. ("BMO Capital Markets" or "we" or "us") understands that Prime Mining Corp. (the "Company") and Torex Gold Resources Inc. (the "Acquiror" or "Torex") propose to enter into an arrangement agreement to be dated July 27, 2025 (the "Arrangement Agreement") pursuant to which, among other things, the Acquiror will acquire all of the outstanding common shares in the capital of the Company (the "Shares") by way of an arrangement under the *Business Corporations Act* (British Columbia) (the "Arrangement"). Under the Arrangement, each holder of Shares (a "Shareholder") will be entitled to receive 0.06 Torex shares for each Share held (the "Consideration"). The terms and conditions of the Arrangement will be summarized in the Company's management information circular (the "Circular") to be mailed to the Shareholders in connection with a special meeting of the Shareholders to be held to consider and, if deemed advisable, approve the Arrangement.

We have been retained to provide financial advice to the special committee of the board of directors of the Company (the "Special Committee"), including our opinion (the "Opinion") to the Special Committee and the board of directors of the Company (the "Board of Directors") as to the fairness, from a financial point of view, of the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded from the vote pursuant to Section 8.1(2) of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("MI 61-101") pursuant to the Arrangement.

Engagement of BMO Capital Markets

The Company initially contacted BMO Capital Markets regarding a potential advisory assignment on June 26, 2025. BMO Capital Markets was formally engaged by the Special Committee pursuant to an agreement dated July 3, 2025 (the "Engagement Agreement"). Under the terms of the Engagement Agreement, BMO Capital Markets has agreed to provide the Special Committee and the Board of Directors with various advisory services in connection with the Arrangement including, among other things, the provision of the Opinion.

BMO Capital Markets will receive a fee for rendering the Opinion. The Company has also agreed to reimburse us for our reasonable out-of-pocket expenses and to indemnify us against certain liabilities that might arise out of our engagement. No part of BMO Capital Markets' fee is contingent upon the conclusions reached in the Opinion, or the completion of the Arrangement.

This Opinion has been prepared in accordance with the Disclosure Standards for Formal Valuations and Fairness Opinions of the Canadian Investment Regulatory Organization ("CIRO") but CIRO has not been involved in the preparation and review of this Opinion.

Credentials of BMO Capital Markets

BMO Capital Markets is one of North America's largest investment banking firms, with operations in all facets of corporate and government finance, mergers and acquisitions, equity and fixed income sales and trading, investment research and investment management. BMO Capital Markets has been a financial advisor in a significant number of transactions throughout North America involving public and private companies in various industry sectors and has extensive experience in preparing fairness opinions.

The Opinion represents the opinion of BMO Capital Markets, the form and content of which have been approved for release by a committee of our officers who are collectively experienced in merger and acquisition, divestiture, restructuring, valuation, fairness opinion and capital markets matters.

Independence of BMO Capital Markets

Neither BMO Capital Markets, nor any of our affiliates, is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario) (the "Act") or the rules made thereunder) of the Company, the Acquiror, or any of their respective associates or affiliates (collectively, the "Interested Parties").

BMO Capital Markets has not been engaged to provide any financial advisory services nor has it participated in any financings involving the Interested Parties within the past two years, other than: (i) acting as financial advisor to the Special Committee pursuant to the Engagement Agreement; (ii) acting as administrative agent, joint lead arranger and lender to Torex in connection with its US$350 million revolving credit facility in July 2025; and (iii) providing various treasury and payment solutions, and debt facility extensions to Torex.

In addition, BMO Capital Markets is party to an engagement agreement with Torex pursuant to which it may, from time to time, be requested to provide certain advisory services. As part of this engagement agreement, BMO Capital Markets has not received any fees to date.

Other than as set forth above**,** there are no understandings, agreements or commitments between BMO Capital Markets and any of the Interested Parties with respect to future business dealings. BMO Capital Markets may, in the future, in the ordinary course of business, provide financial advisory, investment banking, or other financial services to one or more of the Interested Parties from time to time.

BMO Capital Markets and certain of our affiliates act as traders and dealers, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of one or more of the Interested Parties and, from time to time, may have executed or may execute transactions on behalf of one or more Interested Parties for which BMO Capital Markets or such affiliates received or may receive compensation. As investment dealers, BMO

Capital Markets and certain of our affiliates conduct research on securities and may, in the ordinary course of business, provide research reports and investment advice to clients on investment matters, including with respect to one or more of the Interested Parties or the Arrangement. In addition, Bank of Montreal ("BMO"), of which BMO Capital Markets is a wholly-owned subsidiary, or one or more affiliates of BMO, may provide banking or other financial services to one or more of the Interested Parties in the ordinary course of business.

Overview of Prime Mining Corp.

Prime Mining Corp. is a Canadian-based gold exploration company advancing its 100%-owned Los Reyes Project in Sinaloa, Mexico. The Los Reyes Project is a highly prospective, advanced exploration/development-stage asset hosting a combined underground and open-pit mineral resource of approximately 1.5 million ounces ("Moz") gold and 54.0 Moz silver in the Indicated category and 538 thousand ounces ("koz") gold and 21.6 Moz silver in the Inferred category.

Scope of Review

In connection with rendering the Opinion, we have reviewed and relied upon, or carried out, among other things, the following:

1. a draft of the Arrangement Agreement dated July 26, 2025, including the plan of arrangement and other draft schedules thereto;

2. a draft of the voting support agreement (the "Support Agreement") dated July 23, 2025, between the Acquiror and (i) Pierre Lassonde and (ii) each of the directors and senior officers of the Company;

3. certain publicly available information relating to the business, operations, financial condition and trading history of the Company, Acquiror, and other selected public companies we considered relevant;

4. certain internal financial, operating, corporate and other information prepared or provided by or on behalf of the Company relating to the business, operations and financial condition of the Company;

5. internal management forecasts, projections, estimates and budgets prepared or provided by or on behalf of management of the Company;

6. discussions with management of the Company and their representatives relating to the Company's current business, plans, financial condition and prospects;

7. discussions with the Special Committee and its legal counsel;

8. public information with respect to selected precedent transactions we considered relevant;

9. various reports published by equity research analysts and industry sources we considered relevant;

10. a letter of representation as to certain factual matters and the completeness and accuracy of certain information upon which the Opinion is based, addressed to us and dated as of the date hereof, provided by senior officers of the Company; and

11. such other information, investigations, analyses and discussions as we considered necessary or appropriate in the circumstances.

BMO Capital Markets has not, to the best of its knowledge, been denied access by the Company to any information under the Company's control requested by BMO Capital Markets.

Prior Valuations

The Company has represented to BMO Capital Markets after due inquiry that there have not been any prior valuations (as defined in MI 61-101) of the Company or any of its subsidiaries or any of their respective material assets or liabilities in the past two years, other than those which have been provided to BMO Capital Markets.

Assumptions and Limitations

We have relied upon and assumed the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions, representations and other material obtained by us from public sources or provided to us by or on behalf of the Company or otherwise obtained by us in connection with our engagement (the "Information"). The Opinion is conditional upon such completeness, accuracy and fair presentation. We have not been requested to, and have not assumed any obligation to, independently verify the completeness, accuracy or fair presentation of any such Information. We have assumed that forecasts, projections, estimates and budgets provided to us and used in our analyses were reasonably prepared on bases reflecting the best currently available assumptions, estimates and judgments of management of the Company, having regard to the Company's business, plans, financial condition and prospects.

Senior officers of the Company have represented to BMO Capital Markets in a letter of representation delivered as of the date hereof, among other things, that: (i) the Information provided to BMO Capital Markets orally by, or in the presence of, an officer or employee of the Company, in writing by the Company or any of its subsidiaries (as defined in National Instrument 45-106 – *Prospectus Exemptions*) or any of its or their representatives in connection with our engagement was, at the date the Information was provided to BMO Capital Markets, and is, as of the date hereof, complete, true and correct in all material respects, and did not and does not contain a misrepresentation (as defined in the Act); and (ii) since the dates on which the Information was provided to BMO Capital Markets, except as disclosed in writing to BMO Capital Markets, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company or any of its subsidiaries, and no change has occurred in the Information or any part thereof which would have or which could reasonably be expected to have a material effect on the Opinion.

In preparing the Opinion, we have assumed that (i) the executed Arrangement Agreement and related schedules and the Support Agreements will not differ in any material respect from the drafts that we reviewed, (ii) the Arrangement will be consummated in accordance with the terms and

conditions of the Arrangement Agreement without waiver of, or amendment to, any term or condition that is in any way material to our analyses, (iii) the representations and warranties in the Arrangement Agreement are true and correct as of the date hereof, and (iv) any governmental, regulatory or other consents and approvals necessary for the consummation of the Arrangement will be obtained without any material adverse effect on the contemplated benefits expected to be derived from the Arrangement.

The Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as of the date hereof and the condition and prospects, financial and otherwise, of the Company as they are reflected in the Information and as they have been represented to BMO Capital Markets in discussions with management of the Company and its representatives. In our analyses and in preparing the Opinion, BMO Capital Markets made numerous judgments and assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond our control or that of any party involved in the Arrangement.

The Opinion is provided to the Special Committee and the Board of Directors for their exclusive use only in considering the Arrangement and may not be used or relied upon by any other person or for any other purpose without our prior written consent. The Opinion does not constitute a recommendation as to how any Shareholder should vote or act on any matter relating to the Arrangement. Except for the inclusion of the Opinion in its entirety and a summary thereof (in a form acceptable to us) in the Circular, and the filing and distribution thereof, the Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without our prior written consent.

We have not been asked to prepare and have not prepared a formal valuation or appraisal of the securities or assets of the Company or of any of its affiliates, and the Opinion should not be construed as such. The Opinion is not, and should not be construed as, advice as to the price at which the securities of the Company may trade at any time. BMO Capital Markets was not engaged to review any legal, tax or regulatory aspects of the Arrangement and the Opinion does not address any such matters. We have relied upon, without independent verification, the assessment by the Company and its advisors, where applicable, with respect to such matters. In addition, the Opinion does not address the relative merits of the Arrangement as compared to any strategic alternatives that may be available to the Company. We were not requested to solicit, and did not solicit, interest from other parties with respect to an acquisition of, or other business combination transaction with, the Company or any other alternative transaction.

The preparation of the Opinion is a complex process and is not necessarily amenable to being partially analyzed or summarized. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. BMO Capital Markets believes that our analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by us, without considering all factors and analyses together, could create an incomplete or misleading view of the process underlying the Opinion. This opinion letter should be read in its entirety.

The Opinion is rendered as of the date hereof and BMO Capital Markets disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Opinion which may come or be brought to the attention of BMO Capital Markets after the date hereof. Without

limiting the foregoing, if we learn that any of the information we relied upon in preparing the Opinion was inaccurate, incomplete or misleading in any material respect, BMO Capital Markets reserves the right to change or withdraw the Opinion.

Approach to Fairness and Analysis

BMO Capital Markets performed various analyses in connection with rendering this Opinion. In arriving at our conclusion, we did not attribute any particular weight to any specific approach or analysis, but rather developed qualitative judgements on the basis of our experience in rendering such opinions and the information presented as a whole.

In considering the fairness from a financial point of view of the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded from the vote pursuant to Section 8.1(2) of MI 61-101), we considered, among other factors, whether the value of the Consideration fell within a range of fair values for the Shares. To determine a range of fair values for the Shares, we considered the following methodologies: (a) comparable company trading with premium analysis and (b) precedent transactions analysis which were then applied to a Net Asset Value and National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* ("NI 43-101") compliant resource quantum for the Company.

In support of the Opinion, a Net Asset Value ("NAV") for the Company was calculated based on the sum of (i) the present value calculation of future unlevered, after-tax free cash flows that the Company is forecasting to spend and generate over the foreseeable life of its primary asset and (ii) an estimated value for unmodelled resources.

i. The present value of the unlevered, after-tax free cash flows the Company is forecasted to spend and generate were discounted to June 30, 2025 using a 5% discount rate and a mid-year discounting methodology. This is aligned with the discounting methodologies commonly used by precious metal companies and precious metals industry participants in calculating NAV. The unlevered, after-tax free cash flows also applied street consensus median commodity pricing in a further attempt to align with industry participants. The model used to calculate the NAV was represented by the company and the underlying operational and financial assumptions outside of those stated above, do not reflect the judgement of BMO Capital Markets.
ii. The value of unmodelled resources were estimated by applying an enterprise value to resource (NI 43-101 compliant and inclusive of reserves) multiple we considered appropriate to the Company's unmodelled resources (NI 43-101 compliant and inclusive of reserves).

Comparable company trading with premium analysis: BMO Capital Markets reviewed publicly available information for selected publicly listed entities it considered relevant and considered trading multiples based on several methods.

i. We applied a range of enterprise value to resource (NI 43-101 compliant and inclusive of reserves) multiples we considered appropriate in the circumstances to the Company's resource (NI 43-101 compliant and inclusive of reserves) to obtain a range of enterprise values for the Company. Certain adjustments including capital structure adjustments were then made to obtain an implied range of trading values for the Shares.
ii. We applied a range of price to NAV multiples we considered appropriate in the circumstances to the Company's NAV to obtain an implied range of trading values for the Shares.

A change of control premium was subsequently applied to the implied range of trading values to obtain a range of fair values for the Shares. A control premium is applied to ensure the range of fair values reflect the value of a controlling interest in the Company.

Precedent transaction analysis: BMO Capital Markets reviewed publicly available information for selected precedent transactions involving entities it considered relevant and considered transaction multiples based on several methods.

i. We derived a range of enterprise value to resource (NI 43-101 compliant and inclusive of reserves) multiples for transactions considered appropriate in the circumstances. BMO Capital Markets applied this range of multiples to the Company's resource (NI 43-101 compliant and inclusive of reserves) to obtain a range of enterprise values for the Company. Certain adjustments including capital structure adjustments were then made to obtain a range of fair values for the Shares.
ii. We derived a range of price to NAV multiples for transactions considered appropriate in the circumstances. BMO Capital Markets applied this range of multiples to the Company's NAV to obtain a range of fair values for the Shares.

Conclusion

Based upon and subject to the foregoing, BMO Capital Markets is of the opinion that, as of the date hereof, the Consideration to be received by the Shareholders (other than those Shareholders whose votes are required to be excluded from the vote pursuant to Section 8.1(2) of MI 61-101) pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders.

Yours truly,

BMO Nesbitt Burns Inc.

BMO Nesbitt Burns Inc.

APPENDIX F
INFORMATION CONCERNING THE PURCHASER

The following information concerning Torex is presented on a pre-Arrangement basis, and should be read in conjunction with the documents incorporated by reference into this Circular and the information concerning Torex appearing elsewhere in this Circular. Capitalized terms used but otherwise not defined in this Appendix F shall have the meaning ascribed to them in "*Glossary of Terms*" of this Circular.

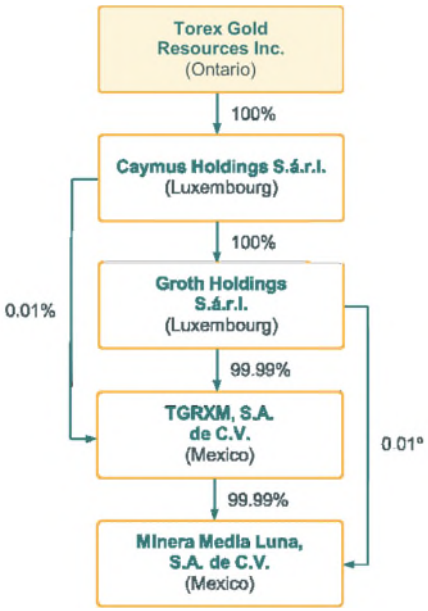
General

Torex was incorporated under the *Company Act* of British Columbia on November 13, 1980 under the name Pulsar Energy & Resources Inc. Torex filed notices of amendment on (i) November 30, 1987 to change its name to Star One Resources Inc.; (ii) June 26, 1989 to change its name to Hyder Gold Inc.; and (iii) August 3, 2006 to change its name to Gleichen Resources Ltd. On April 30, 2010, Torex continued its corporate jurisdiction into the Province of Ontario under the OBCA and changed its name to Torex Gold Resources Inc. The head and registered office of Torex is located at 130 King Street West, Suite 740, Toronto, Ontario M5X 2A2.

The Torex Shares are listed on the TSX under the symbol "TXG" and are quoted on the OTCQX under the symbol "TORXF".

Torex is an intermediate gold producer based in Canada, engaged in the exploration, development and operation of its 100% owned Morelos Property (the "**Morelos Property**"), an area of 29,000 hectares in the highly prospective Guerrero Gold Belt located 180 kilometres southwest of Mexico City. The Morelos Property is owned by Minera Media Luna, S.A. de C.V. ("**MML**"), Torex's indirect wholly owned subsidiary.

The corporate chart below sets forth Torex's material subsidiaries, together with the jurisdiction of incorporation of each company and the percentage of voting securities beneficially owned, controlled or directed, directly or indirectly by Torex as of the date of this Circular.



For further information regarding Torex, refer to its filings with the Canadian securities authorities which may be obtained through SEDAR+ at www.sedarplus.ca.

For additional information relating to Torex following completion of the Arrangement and the risk factors relating to the Arrangement, see Appendix G – "*Information Concerning the Combined Company*" and "*Risk Factors*" in the Circular.

Recent Developments

On May 1, 2025, Torex announced it achieved commercial production at the Media Luna mine, concluding the development phase of the Media Luna Project (as defined below).

On June 23, 2025, Torex announced that it entered into a definitive agreement with Reyna Silver Corp. to acquire all of the issued and outstanding common shares of Reyna Silver Corp. (other than common shares held by Torex) pursuant to a court-approved plan of arrangement for an all cash consideration of approximately US$26 million ($36 million) based on an offer price of $0.13 per common share of Reyna Silver Corp. (the "**Reyna Acquisition**").

On July 28, 2025, Torex announced that it entered into the Arrangement Agreement with Prime to acquire all of the issued and outstanding Prime Shares pursuant to the Arrangement.

On August 20, 2025, Torex announced the completion of the Reyna Acquisition.

Material Property

Torex's material property is the Morelos Complex, which includes the El Limón Guajes mine complex (comprised of the El Limón Guajes open pits and the El Limón Guajes underground mine) and the Media Luna project. See the Torex AIF, which is incorporated into this Circular by reference, for a further description of the Morelos Complex.

Description of Share Capital

Torex is authorized to issue an unlimited number of Torex Shares, of which as at the date of this Circular, there were 86,207,803 Torex Shares issued and outstanding. Holders of Torex Shares are entitled to receive notice of any meetings of the holders of Torex Shares of Torex and to attend and to cast one vote per Torex Share held at all such meetings. Holders of Torex Shares do not have cumulative voting rights with respect to the election of directors and, accordingly, holders of a majority of the Torex Shares entitled to vote in any election of directors may elect all directors.

Holders of Torex Shares are entitled to receive on a pro rata basis such dividends, if any, as and when declared by the board of directors of Torex at its discretion from funds legally available therefore and upon the liquidation, dissolution or winding up of Torex are entitled to receive on a pro rata basis the net assets of Torex after payment of debts and other liabilities, in each case subject to the rights, privileges, restrictions and conditions attaching to any other series or class of shares ranking senior in priority to or on a pro rata basis with the holders of Torex Shares with respect to dividends or liquidation. The Torex Shares do not carry any pre-emptive, subscription, redemption or conversion rights, nor do they contain any sinking or purchase fund provisions.

Dividends

Torex has never declared or paid cash dividends on the Torex Shares. Any future dividend payment will be made at the discretion of the Torex board of directors and will depend on Torex's financial needs to fund its planned programs and its future growth and any other factor that the Torex board of directors deems necessary to consider in the circumstances. The debt facility restricts Torex from making distributions to its shareholders in excess of US$50 million per year, and such distributions are subject to the requirements of Torex's credit agreement. Distributions from MML to Torex are permitted under the debt facility, provided that certain customary conditions precedent are satisfied.

Trading Price and Volume

The following tables set forth information relating to the monthly trading of the Torex Shares on the TSX for the 12-month period prior to the date of this Circular.

Month	**High** ($)	**Low** ($)	**Volume**
August 2024	26.85	19.01	6,277,453
September 2025	27.32	23.51	5,611,607
October 2025	32.10	25.38	5,269,446

Month	High ($)	Low ($)	Volume
November 2025	31.38	26.57	5,085,106
December 2025	32.75	26.29	7,133,273
January 2025	31.65	26.88	5,523,313
February 2025	35.89	30.685	5,757,134
March 2025	40.04	30.66	7,009,083
April 2025	49.07	35.00	9,828,231
May 2025	47.02	39.25	5,973,012
June 2025	49.25	41.37	6,780,924
July 2025	44.91	38.80	6,109,554
August 1 – 25, 2025	43.38	38.89	6,180,632

The closing price of the Torex Shares on the TSX on July 25, 2025, the last trading day prior to the announcement of the Arrangement, was $42.85. The closing price of the Torex Shares on the TSX on August 25, 2025 was $42.65.

Prior Sales

The following table set forth the information in respect of issuances of Torex Shares and securities that are convertible or exchangeable into Torex Shares for the 12-month period prior to this Circular.

Month/Year of Issue	Type of Security	Number Issued	Issue/Exercise Price	Reason for Issuance
September 2024	Torex Shares	55	$26.69	Redemption under Torex's employee share unit plan ("**ESU Plan**")
October 2024	Torex Shares	365	$26.09	Redemption under the ESU Plan
November 2024	Restricted share units	1,260	$29.74	Issue under Torex's restricted share unit plan ("**RSU Plan**")
	Restricted share units	3,103	$29.74	Issue under the ESU Plan
	Performance share units	4,655	$29.74	Issue under the ESU Plan
December 2024	Torex Shares	4,852	$29.87	Redemption under the ESU Plan
January 2025	Restricted share units	36,771	$28.55	Issue under the RSU Plan
	Restricted share units	103,334	$28.55	Issue under the ESU Plan
	Performance share units	155,000	$28.55	Issue under the ESU Plan
	Torex Shares	167,520	$29.25	Redemption under the ESU Plan
	Torex Shares	2,333	$31.02	Redemption under the RSU Plan
February 2025	Torex Shares	1,303	$33.13	Redemption under the ESU Plan
March 2025	Torex Shares	29,339	$38.52	Redemption under the ESU Plan
	Torex Shares	13,126	$37.37	Exercise under Torex's stock option plan
May 2025	Restricted share units	251	$44.20	Issue under the ESU Plan
	Performance share units	377	$44.20	Issue under the ESU Plan
June 2025	Torex Shares	918	$46.78	Redemption under the ESU Plan
July 2025	Restricted share units	9,125	$42.80	Issue under the ESU Plan
	Performance share units	13,687	$42.80	Issue under the ESU Plan
August 2025	Restricted share units	1,342	$41.07	Issue under the ESU Plan
	Performance share units	2,014	$41.07	Issue under the ESU Plan

Consolidated Capitalization

Other than the purchase of 239,204 Torex Shares during August 2025 under its normal course issuer bid, there have been no material changes in Torex's consolidated share capital and loan capital since June 30, 2025, the date of Torex's financial statements for the most recently completed financial period.

Risk Factors

An investment in Torex Shares and the completion of the Arrangement are subject to certain risks. In addition to considering the other information contained in this Circular, including the risk factors described under the headings "Risk Factors", readers should consider carefully the risk factors described in the Torex AIF as well as the Torex Annual MD&A and Torex Interim MD&A, each of which is incorporated by reference in this Circular.

Documents Incorporated by Reference

Information has been incorporated by reference in this Circular from documents filed with the securities commissions or similar authorities in Canada. Copies of the documents incorporated by reference herein may be obtained on request without charge from the General Counsel and Corporate Secretary of Torex, at 130 King Street West, Suite 740, Toronto, Ontario M5X 2A2 and are also available electronically under Torex's profile on SEDAR+ at www.sedarplus.ca. Torex's filings through SEDAR+ are not incorporated by reference in this Circular except as specifically set out herein.

The following documents, filed or furnished by Torex with the securities commissions in each of the provinces and territories of Canada are specifically incorporated by reference into, and form an integral part of, this Circular:

(a) Torex AIF;

(b) Torex Annual Financial Statements;

(c) Torex Annual MD&A;

(d) Torex Interim Financial Statements;

(e) Torex Interim MD&A; and

(f) Torex's management information circular dated May 7, 2025 in respect of Torex's annual and special meeting of Torex Shareholders held on June 18, 2025.

Any document of the type referred to in Section 11.1 of Form 44-101F1 of NI 44-101 (excluding confidential material change reports), if filed by Torex with a securities commission or similar regulatory authority in Canada after the date of this Circular disclosing additional or updated information including the documents incorporated by reference herein, filed pursuant to the requirements of the applicable Canadian Securities Laws, will be deemed to be incorporated by reference in this Circular.

Any statement contained in this Circular or in any other document incorporated or deemed to be incorporated by reference in this Circular shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which is deemed to be incorporated by reference in this Circular modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document which it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not constitute a part of this Circular except as so modified or superseded.

Interests of Experts

The Torex Annual Financial Statements incorporated by reference in this Circular were audited by KPMG LLP, as stated in its report which is also incorporated herein by reference. KPMG LLP has confirmed that it is independent with respect to Torex within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulation.

Rochelle Collins, P.Geo., Principal, Mineral Resource Geologist, of Torex, is a qualified person under NI 43-101 and she reviewed and approved the scientific and technical information pertaining to mineral resources in the Torex AIF incorporated by reference in this Circular under the sections titled "*General Development of the Business – Developments in 2025 to Date of AIF –Mineral Reserve and Resource Update*" and "*Material Properties – Morelos Property – Key Developments Since the Effective Date of the Technical Report*" and the information on the drilling programs in the Torex AIF under the sections titled "*Material Properties – Morelos Property – Key Developments Since the Effective Date of the Technical Report – Exploration and Drilling Activities*", and "*Material Properties – Morelos Property – Key Developments Since the Effective Date of the Technical Report – Quality Assurance and Quality Control*" of the Torex AIF.

Johannes (Gertjan) Bekkers P.Eng., Vice President, Mines Technical Services, of Torex, is a qualified person under NI 43-101 and he reviewed and approved the scientific and technical information in the Torex AIF incorporated by reference in this Circular under the sections titled "*General Development of the Business – Developments in 2025 to Date of AIF –Mineral Reserve and Resource Update*" and "*Material Properties – Morelos Property – Key Developments Since the Effective Date of the Technical Report*" pertaining to Mineral Reserves and "*Material Properties – Morelos Property – Key Developments Since the Effective Date of the Technical Report – EPO Underground*".

Dave Stefanuto. P.Eng. (Ontario), Executive Vice President, Technical Services and Capital Projects, of Torex, is a qualified person under NI 43-101 and he reviewed and approved the scientific and technical information in the Torex AIF incorporated by reference in this Circular under the sections titled "*General Development of the Business – Developments in 2024 – Media Luna Project*", "*General Development of the Business – Developments in 2023 – Media Luna Project*", "*General Development of the Business – Developments in 2022 – Media Luna Project*", "*Material Properties – Morelos Property – Key Developments Since the Effective Date of the Technical Report – Five-Year Production Outlook (2025-2029)*", "*Material Properties – Morelos Property – Key Developments Since the Effective Date of the Technical Report – Media Luna Update*", and such other scientific and technical information (excluding Appendix "C" and Appendix "D" in the Torex AIF) not referred to in the foregoing.

The scientific and technical information relating to the Morelos Property in Appendix "C" – "*Summary of Technical Report*" and Appendix "D" – "*After Tax Sensitivities to Key Factors*" in the Torex AIF incorporated by reference in this Circular has been derived from, and in some instances is an extract from, or is based on the Torex Technical Report. A copy of the Torex Technical Report is available under Torex's profile on SEDAR+ at www.sedarplus.ca. Each of Robert Davidson, P.E., Vice President of M3 Engineering & Technology Corporation; Carl John Burkhalter, P.E. of NewFields Mining & Technical Services LLC; David Stuart Halley, Conrad Partners Limited; Dawn H. Garcia, CPG, Golder Associates USA Inc.; John Makin, MAIG, SLR Consulting (Canada) Ltd.; Leslie Correia, Pr.Eng, Paterson & Cooke Canada Inc.; Lucas Kingston, MSc, PG, NewFields Mining & Technical Services LLC; Michael Levy, MSc., P.E., P.G., P.Eng, of JDS Energy & Mining Inc.; Michael L. Pegnam, P.E., Golder Associates USA Inc.; Michal Dobr, RNDr., P.Geo (BC), Golder Associates Ltd.; Robert W. Pratt, P.E., Call & Nicholas, Inc.; Ross David Hammett, PhD., P.Geo (BC), Golder Associates Ltd.; Stuart J Saich, P.E., Consultoria e Ingenieria Promet101 LTDA; and Johannes (Gertjan) Bekkers, P.E., are authors of the Torex Technical Report and each is a qualified person under NI 43-101.

As of the date of the Circular, the aforementioned firms and persons' interests in any securities of Torex, or of any associate or affiliate of Torex, do not represent 1% or more of the issued and outstanding securities of the same class of securities. Other than Messrs. Bekkers and Stefanuto and Ms. Collins, none of the aforementioned persons are or are expected to be elected, appointed or employed as a director, officer or employee of Torex or of any of its associates or affiliates.

APPENDIX G
INFORMATION CONCERNING THE COMBINED COMPANY

The following information concerning Torex is presented on a post-Arrangement basis and should be read in conjunction with the documents incorporated by reference into this Circular and the information concerning Torex appearing elsewhere in this Circular.

The following section of this Circular contains forward-looking information. Readers are cautioned that actual results may vary. See "*Management Information Circular – Cautionary Note Regarding Forward-Looking Statements*". Capitalized terms used but not otherwise defined in this Appendix G have the meaning ascribed to them in this Circular.

Overview

On completion of the Arrangement, Torex will own all of the issued and outstanding Prime Shares, and Prime will become a wholly owned subsidiary of Torex. The Combined Company will continue the current operations of Torex and Prime.

Except as otherwise described in this Appendix G, the business of the Combined Company will be that of Torex generally and as disclosed elsewhere in this Circular.

The head office of Torex following completion of the Arrangement will continue to be situated at 130 King Street West, Suite 740, Toronto, Ontario M5X 2A2.

Material Property

On completion of the Arrangement, the Combined Company's material property will be the Morelos Complex, which includes the El Limón Guajes mine complex and the Media Luna underground mine. Further information regarding the Morelos Complex can be found in the Torex AIF, which is incorporated by reference in this Circular.

Description of Share Capital

The authorized share capital of Combined Company will be the same as the currently authorized share capital of Torex and there will be no change in the rights associated with the Torex Shares as described in Appendix F – "*Information Concerning the Purchaser – Description of Share Capital*".

Immediately following completion of the Arrangement, assuming approximately 10.5 million Torex Shares are issued as a result of the Arrangement, existing shareholders of Torex and Prime will own approximately 89.3% and 10.7% of the Combined Company, respectively, based on the number of issued and outstanding common shares of Torex and Prime issued and outstanding as of the date of the Arrangement Agreement.

Principal Holders of Voting Securities

To the best of the knowledge of the directors and officers of Torex and Prime, upon completion of the Arrangement, there will be no persons or companies who will beneficially own, directly or indirectly, or exercise control or direction over, shares carrying more than 10% of the voting rights attached to the Torex Shares, after giving effect to the Arrangement, other than:

Name	Number of Torex Shares Held[(1)]	Percentage of Torex Shares Outstanding[(2)]
BlackRock, Inc.	13,053,423	13.5%

Notes:

(1) The information as to Torex Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, not being within the knowledge of Torex or Prime, is based on the filings made on SEDAR+ by the shareholder(s) listed above pursuant to National Instrument 62-103 - *The Early Warning System and Related Take-Over Bid and Insider Reporting Issues*.

(2) Assuming there will be approximately 96,429,346 Torex Shares outstanding following the completion of the Arrangement.

Board and Management

Following the completion of the Arrangement, it is expected that the directors and executive officers of Combined Company will continue to be the existing directors and executive officers of Torex. No directors or officers of Prime will be joining management nor the board of directors of the Combined Company.

Auditors, Transfer Agent and Registrar

The auditor of the Combined Company following completion of the Arrangement will continue to be KPMG LLP, Chartered Professional Accountants and the transfer agent and registrar for the Torex Shares will continue to be Computershare Investor Services Inc. at its principal office in Toronto, Ontario.

Risk Factors

The business and operations of the Combined Company following completion of the Arrangement will continue to be subject to the risks currently faced by Torex and Prime, as well as certain risks unique to the Combined Company following completion of the Arrangement, including those set out under the heading "*Risk Factors*". Readers should also carefully consider the risk factors relating to Torex described in the Torex AIF and the Torex Interim MD&A and the risk factors relating to Prime described in the Company AIF, each of which is incorporated by reference in this Circular.

APPENDIX H
DISSENT PROVISIONS OF THE BCBCA

DIVISION 2 OF PART 8 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

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

(i) the Shareholder, if the Shareholder is dissenting on the Shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the Shareholder's name and on whose behalf the Shareholder is dissenting,

(b) 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

(c) 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, and

(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 (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 (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.

APPENDIX I
COMPARISON OF THE OBCA AND THE BCBCA

The OBCA provides shareholders with substantially the same rights as are available to shareholders under the BCBCA, including rights of dissent and appraisal and rights to bring derivative actions and oppression actions. However, there are certain differences between the two statutes and the regulations made thereunder.

The following is a summary of certain differences between the BCBCA and the OBCA, but it is not intended to be a comprehensive review of the two statutes. Reference should be made to the full text of both statutes and the regulations thereunder for particulars of any differences between them, and Shareholders should consult their legal or other professional advisors with regard to all of the implications of the Arrangement which may be of importance to them.

Charter Documents

Under the BCBCA, the charter documents consist of a "notice of articles," which sets forth, among other things, the name of the corporation and the amount and type of authorized capital, and "articles" which govern the management of the corporation. The notice of articles is filed with the Registrar of Companies, while articles are filed only with the corporation's records office.

Under the OBCA, a corporation's charter documents consist of "articles of incorporation" which set forth the name of the corporation and the amount and type of authorized capital, and the "by-laws" which govern the management of the corporation. The articles are filed with the Director under the OBCA and the by-laws are filed with the corporation's registered office, or at another location designated by the corporation's directors.

Sale of Business or Assets

Under the BCBCA, a corporation may sell, lease or otherwise dispose of all or substantially all of the undertaking of the corporation only if it is in the ordinary course of the corporation's business or with shareholder approval authorized by special resolution. Under the BCBCA, a special resolution requires the approval of a "special majority", which means the majority specified in a corporation's articles, if such specified majority is at least two-thirds and not more than three-quarters of the votes cast by those shareholders voting in person or by proxy at a general meeting of the corporation. If the articles do not contain a provision stipulating the special majority, then a special resolution is passed by at least two-thirds of the votes cast on the resolution.

The OBCA requires approval of the holders of two-thirds of the shares of a corporation represented at a duly called meeting to approve a sale, lease or exchange of all or substantially all of the property of the corporation that is other than in the ordinary course of business of the corporation. If a sale, lease or exchange by a corporation would affect a particular class or series of shares of the corporation in a manner different from the shares of another class or series of the corporation entitled to vote on the sale, lease or exchange at the meeting, the holders of such first mentioned class or series of shares, whether or not they are otherwise entitled to vote, are entitled to vote separately as a class or series in respect to such sale, lease or exchange.

Amendments to the Charter Documents of a Corporation

Changes to the articles of a corporation under the BCBCA will be affected by the type of resolution specified in the articles of a corporation. In the absence of anything in the articles, most corporate alterations will require a special resolution of the shareholders to be approved by not less than two-thirds of the votes cast by the shareholders voting on the resolution. Alteration of the special rights and restrictions attached to issued shares requires, subject to the requirements set forth in the corporation's articles, consent by a special resolution. A proposed amalgamation generally requires shareholders approve such transaction by way of special resolution passed by all the shareholders and, where a class or series of shares to which are attached rights or special rights or restrictions that would be prejudiced or interfered with by the amalgamation, by a special separate resolution of those shareholders. A continuation of a corporation out of the jurisdiction generally requires shareholders approve such transaction by way of a special resolution.

Under the OBCA, certain amendments to the charter documents of a corporation require a resolution passed by not less than two-thirds of the votes cast by the shareholders voting on the resolution authorizing the amendments and, where certain specified rights of the holders of a class or series of shares are affected by the amendments differently than the rights of the holders of other classes or series of shares, such holders are entitled to vote separately as a class or series, whether or not such class or series of shares otherwise carry the right to vote. A resolution to amalgamate an OBCA corporation requires a special resolution passed by the holders of each class or series of shares, whether or not such shares otherwise carry the right to vote, if such class or series of shares are affected differently.

Rights of Dissent and Appraisal

The BCBCA provides that shareholders, including beneficial holders, who dissent from certain actions being taken by a corporation, may exercise a right of dissent and require the corporation to purchase the shares held by such shareholder at the fair value of such shares. The dissent right is applicable where the corporation proposes to:

(a) alter the articles to alter restrictions on the powers of the corporation or on the business it is permitted to carry on;

(b) adopt an amalgamation agreement;

(c) approve an amalgamation;

(d) approve an arrangement, the terms of which arrangement permit dissent;

(e) authorize or ratify the sale, lease or other disposition of all or substantially all of the corporation's undertaking; or

(f) authorize the continuation of the corporation into a jurisdiction other than British Columbia.

Shareholders may also be entitled to dissent in respect of any other resolution of the corporation if dissent is authorized by such resolution or in respect of any court order that permits dissent.

The OBCA contains a similar dissent remedy to that contained in the BCBCA, although the procedure for exercising this remedy is different. Subject to specified exceptions, dissent rights are available where the corporation resolves to:

(a) amend its articles to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the corporation;

(b) amend its articles to add, remove or change any restriction upon the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise;

(c) amalgamate with another corporation;

(d) be continued under the laws of another jurisdiction; or

(e) sell, lease or exchange all or substantially all its property.

Oppression Remedies

Under the OBCA a registered shareholder, beneficial shareholder, former registered shareholder or beneficial shareholder, director, former director, officer, former officer of a corporation or any of its affiliates, or any other person who, in the discretion of a court, is a proper person to seek an oppression remedy, may apply to a court for an order to rectify the matters complained of where in respect of a corporation or any of its affiliates:

(a) any act or omission of a corporation or its affiliates effects or threatens to affect a result;

(b) the business or affairs of a corporation or its affiliates are or have been or are threatened to be carried on or conducted in a manner; or

(c) the powers of the directors of the corporation or any of its affiliates are, have been or are threatened to be exercised in a manner, that is oppressive or unfairly prejudicial to, or that unfairly disregards the interests of any security holder, creditor, director or officer of the corporation.

On such an application, the court may make such order as it sees fit, including but not limited to, an order restraining the conduct complained of.

The oppression remedy under the BCBCA is similar to the remedy found in the OBCA, with a few differences. Under the OBCA, the applicant can complain not only about acts of the corporation and its directors but also acts of an affiliate of the corporation and the affiliate's directors, whereas under the BCBCA, the shareholder can only complain of oppressive conduct of the corporation. Under the BCBCA the applicant must bring the application in a timely manner, which is not required under the OBCA, and the court may make an order in respect of the complaint if it is satisfied that the application was brought by the shareholder in a timely manner. As with the OBCA, the court may make such order as it sees fit, including an order to prohibit any act proposed by the corporation.

Under the OBCA a corporation is prohibited from making a payment to a successful applicant in an oppression claim if there are reasonable grounds for believing that (a) the corporation is, or after the payment, would be unable to pay its liabilities as they become due, or (b) the realization value of the corporation's assets would thereby be less than the aggregate of its liabilities; under the BCBCA, if there are reasonable grounds for believing that the corporation is, or after a payment to a successful applicant in an oppression claim would be, insolvent or would render the corporation insolvent, the corporation must make as much of the payment as possible and pay the balance when the corporation is able to do so.

Shareholder Derivative Actions

Under the BCBCA, a shareholder, defined as including a beneficial shareholder and any other person whom the court considers to be an appropriate person to make an application under the BCBCA, or a director of a corporation may, with leave of the court, bring a legal proceeding in the name and on behalf of the corporation to enforce an obligation owed to the corporation that could be enforced by the corporation itself, or to obtain damages for any breach of such an obligation. An applicant may also, with leave of the court, defend a legal proceeding brought against a corporation.

A broader right to bring a derivative action is contained in the OBCA than is found in the BCBCA, and this right extends to former shareholders, directors or officers of a corporation or its affiliates, and any person who, in the discretion of the court, is a proper person to make an application to court to bring a derivative action. In addition, the OBCA permits derivative actions to be commenced in the name and on behalf of a corporation or any of its subsidiaries. The complainant must provide the directors of the corporation or its subsidiary with fourteen days' notice of the complainant's intention to apply to the court to bring a derivative action, unless all of the directors of the corporation or its subsidiary are defendants in the action.

Requisition of Meetings

The BCBCA provides that one or more shareholders of a corporation holding not less than 5% of the issued shares that carry the right to vote at general meetings of the corporation may give notice to the directors requiring them to call and hold a general meeting which meeting must be held within 4 months. Subject to certain exceptions, if the directors fail to provide notice of a meeting within 21 days of receiving the requisition, the requisitioning shareholders, or any one or more of them holding, in the aggregate, more than 2.5% of the issued shares of the corporation that carry the right to vote at general meetings may send notice of a general meeting to be held to transact the business stated in the requisition.

The OBCA permits the holders of not less than 5% of the issued shares of a corporation that carry the right to vote to require the directors to call and hold a meeting of the shareholders of the corporation for the purposes stated in the requisition. Subject to certain exceptions, if the directors fail to provide notice of a meeting within 21 days of receiving the requisition, any shareholder who signed the requisition may call the meeting.

Form and Solicitation of Proxies, Information Circular

Under the BCBCA, the management of a public corporation, concurrently with sending a notice of meeting of shareholders, must send a form of proxy to each shareholder who is entitled to vote at the meeting as well as an information circular containing prescribed information regarding the matters to be dealt with at the meeting. The required information is substantially the same as the requirements that apply to the corporation under applicable securities laws. The BCBCA does not place any restriction on the method of soliciting proxies.

The OBCA also contains provisions prescribing the form and content of notices of meeting and information circulars. Under the OBCA, a person who solicits proxies, other than by or on behalf of management of the corporation, must send a dissident's proxy circular in prescribed form to each shareholder whose proxy is solicited and certain other recipients. Pursuant to the OBCA a person may solicit proxies without sending a dissident's proxy circular if either (i) the total number of shareholders whose proxies solicited is 15 or fewer (with two or more joint holders being counted as one shareholder), or (ii) the solicitation is, in certain prescribed circumstances, conveyed by public broadcast, speech or publication.

Place of Shareholders' Meetings

The BCBCA requires all meetings of shareholders to be held in British Columbia unless: (i) a location outside the province of British Columbia is provided for in the articles; (ii) the articles do not restrict the corporation from approving a location outside of the province of British Columbia for holding of the general meeting and the location of the meeting is approved by the resolution required by the articles for that purpose, or, if no resolution is required for that purpose by the articles, approved by ordinary resolution if no resolution is required for that purpose by the articles; or (iii) if the location for the meeting is approved in writing by the registrar before the meeting is held.

The OBCA provides that, subject to the articles and any unanimous shareholder agreement, meetings of shareholders may be held either inside or outside Ontario as the directors may determine, or in the absence of such a determination, at the place where the registered office of the corporation is located.

Directors' Residency Requirements

Both the OBCA and the BCBCA provide that a public corporation must have at least three directors but do not have any residency requirements for directors.

Removal of Directors

The BCBCA provides that the shareholders of a corporation may remove one or more directors by a special resolution or by any other type of resolution or method specified in the articles. If holders of a class or series of shares have the exclusive right to elect or appoint one or more directors, a director so elected or appointed may only be removed by a separate special resolution of the shareholders of that class or series or by any other type of resolution or method specified in the articles.

The OBCA provides that the shareholders of a corporation may by ordinary resolution at an annual or special meeting remove any director or directors from office. An ordinary resolution under the OBCA requires the resolution to be passed, with or without amendment, at the meeting by at least a majority of the votes cast. The OBCA further provides that where the holders of any class or series of shares of a corporation have an exclusive right to elect one or more directors, a director so elected may only be removed by an ordinary resolution at a meeting of the shareholders of that class or series.

Meaning of "Insolvent"

Under the BCBCA, for purposes of the insolvency test that must be passed for the payment of dividends and purchases and redemptions of shares, "insolvent" is defined to mean when a corporation is unable to pay its debts as they become due in the ordinary course of its business. Unlike the OBCA, the BCBCA does not impose a net asset solvency test for these purposes. For purposes of proceedings to dissolve or liquidate, the definition of "insolvent" from federal bankruptcy legislation applies.

Under the OBCA, a corporation may not pay dividends or purchase or redeem its shares if there are reasonable grounds for believing (i) it is or would be unable to pay its liabilities as they become due; or (ii) the realizable value of the corporation's assets would thereby be less than the aggregate of (x) its liabilities and (y) its stated capital of all classes.

Reduction of Capital

Under the BCBCA, capital may be reduced by special resolution or court order. A court order is required if the realizable value of the corporation's assets would, after the reduction of capital, be less than the aggregate of its liabilities.

Under the OBCA, capital may be reduced by special resolution but not if there are reasonable grounds for believing that, after the reduction, (i) the corporation would be unable to pay its liabilities as they become due; or (ii) the realizable value of the corporation's assets would be less than its liabilities.

Shareholder Proposals

The BCBCA includes a more detailed regime for shareholders' proposals than the OBCA. For example, a person submitting a proposal must have been the registered or beneficial owner of one or more voting shares for an uninterrupted period of at least two years before the date of the signing of the proposal. In addition, the proposal must be signed by shareholders who, together with the submitter, are registered or beneficial owners of (i) at least 1% of the corporation's voting shares, or (ii) shares with a fair market value exceeding an amount prescribed by regulation.

The OBCA allows shareholders entitled to vote or a beneficial owner of shares that are entitled to be voted to submit a notice of a proposal.

Compulsory Acquisition

The OBCA provides a right of compulsory acquisition for an offeror that acquires 90% of the target securities pursuant to a take-over bid or issuer bid, other than securities held at the date of the bid by or on behalf of the offeror.

The BCBCA provides a substantively similar right although there are differences in the procedures and process. Unlike the OBCA, the BCBCA provides that where an offeror does not use the compulsory acquisition right when entitled to do so, a securityholder who did not accept the original offer may require the offeror to acquire the securityholder's securities on the same terms contained in the original offer.

Investigation/Appointment of Inspectors

Under the BCBCA, a corporation may appoint an inspector by special resolution. Shareholders holding, in the aggregate, at least 20% of the issued shares of a corporation may apply to the court for the appointment of an inspector. The court must consider whether there are reasonable grounds for believing there has been oppressive, unfairly prejudicial, fraudulent, unlawful or dishonest conduct.

Under the OBCA, shareholders can apply to the court for the appointment of an inspector. Unlike the BCBCA, the OBCA does not require an applicant to hold a specified number of shares.

APPENDIX J
SUMMARY OF THE COMPANY TECHNICAL REPORT

Prime Mining Corp. (“Prime” or the “Company”) contracted John Sims, CPG (“Independent QP”) to prepare a technical report (the “Technical Report”) for its wholly owned Los Reyes Project (the “Project” or the “Property”) located in the states of Sinaloa and Durango, México. Mr. Sims visited the property in November 2022.

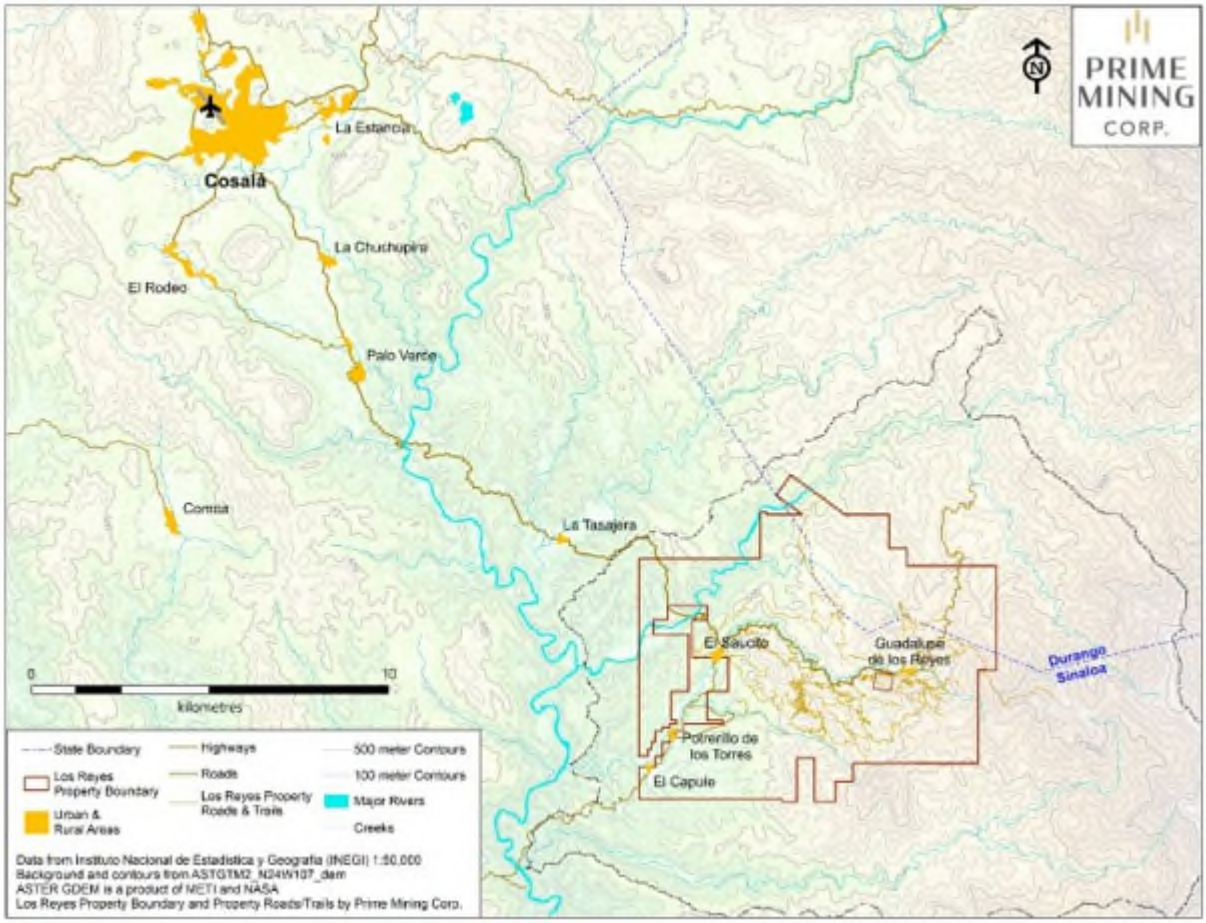
The effective date of the mineral resource estimate in the Technical Report is October 15, 2024, following a drilling cutoff date of July 17, 2024.

1.1 Property Description and Location

The Property is located north of the coastal city of Mazatlán, approximately 110 km by air and 200 km by paved highway (**Figure 1-2**). The Property is within the municipality of Cosalá (population 17,012) and the closest city to the Property is Cosalá (population 7,888, INEGI 2020) which is located 30 km to the northwest of the Property and connected by a gravel road. En route to the Property from Cosalá are the villages of Palo Verde and La Tasajera. The village of Guadalupe de Los Reyes is on the Property and was the site of Spanish colonial mining (**Figure 1-2**). The general geographic coordinates of the Property are N-24°17´ and W-106°32’ (UTM Zone 13 North 344250E, 2686400N). Coordinates are in WGS 84.

Figure 1-1 Los Reyes General Location

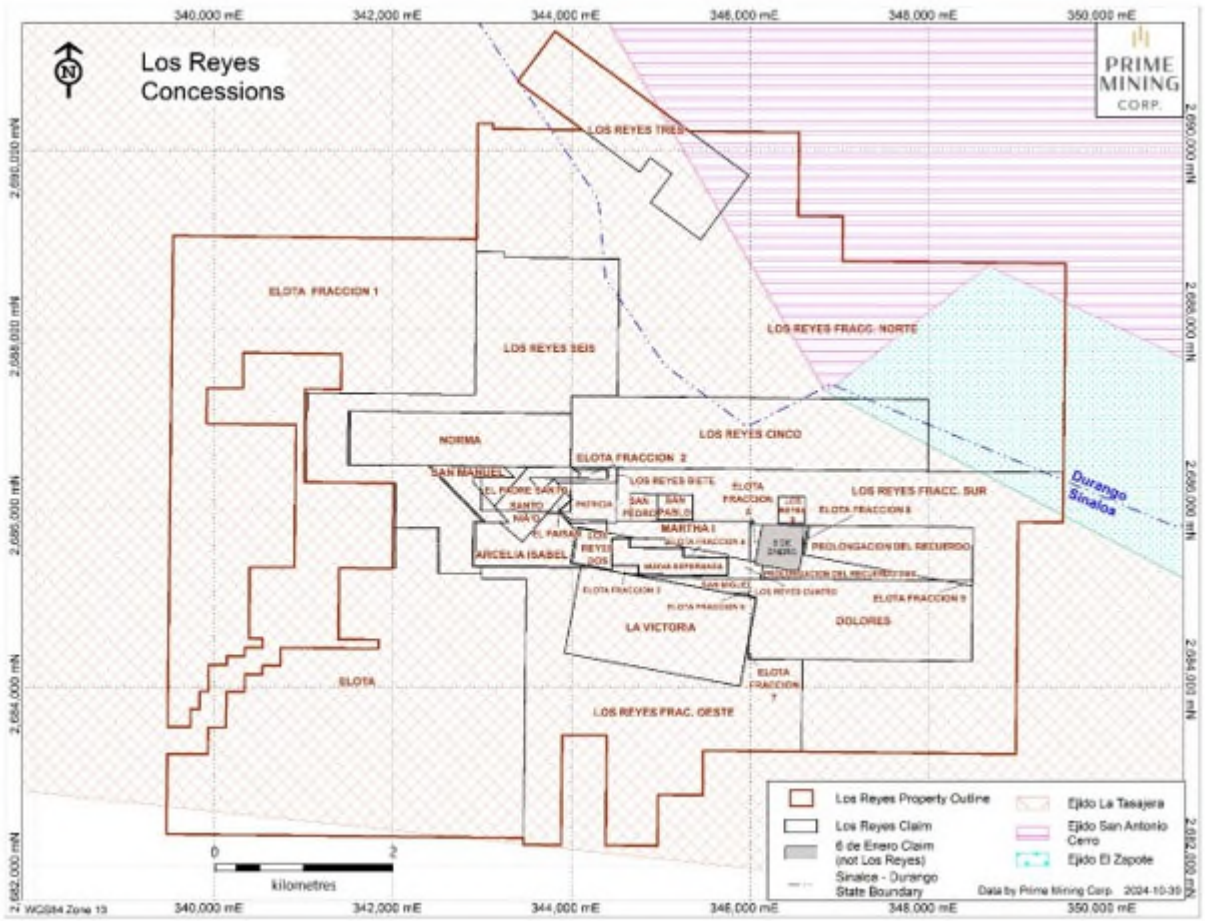
Figure 1-2 Los Reyes Property Location



1.2 Ownership and History

Prime acquired the Property by purchasing a Minera Alamos Inc. (“MAI”) option agreement on their Vista Gold owned property in 2019. Prime owns 100% of the Property subject to various royalties and/or net smelter return (each, a “NSR”). The Project is comprised of 37 contiguous mining concessions that have a combined area of 6,273 hectares (**Figure 1-3**).

Figure 1-3 Los Reyes Concessions



Several previous owners completed surface mapping, surface sampling, drilling, and various study work on the Property. It is believed that mining in the Project area dates back to the 18th century, if not earlier.

In addition to the Property claim group, Prime applied for a 7,500 hectare claim group known as “El Rey” (see **Figure 1-4**) in March 2021. This claim has not yet been granted.

1.3 Geology and Mineral Resource Estimate

The Property is within the Sierra Madre Occidental (“SMO”) mountain range of the North American Cordillera that extends for hundreds of kilometres from central to northern México in the Basin and Range province (Rossotti, Ferrari, López-Martinez, & Rosas-Elguere, 2002). The SMO is a large continuous sequence of volcanics from late Cretaceous to middle Tertiary in age (McDowell & McIntosh, 2012). Numerous gold and silver deposits exist within the SMO.

Near the Property, the volcanic sequence unconformably overlies a late Cretaceous-aged batholith. This overlying volcanic package is subdivided into Lower and Upper sequences that are separated by an angular unconformity. The Lower Sequence spans from late Cretaceous-early Tertiary, is approximately 1 km thick, and is predominantly composed of intermediate (andesitic) volcanics and more felsic units that are mostly dacitic to rhyolitic in composition. The upper sequence is deposited unconformably on the lower sequence and is composed of ash-flow and ash-fall tuffs that are rhyolitic to dacitic in composition. This sequence is over 1 km thick in high elevation areas.

The mineralized zone is characterized by a low-sulphidation epithermal system containing silica veins, stockwork veins, and breccias. The gold and silver mineralization predominantly occurs along three northwest and west-northwest oriented silicified structural corridors (**Figure 1-4**). These primary mineralized structural corridors are named after the mineralized areas that they host, and are as follows:

1. The Mariposa-Zapote-Tahonitas trend (the "Z-T Trend").

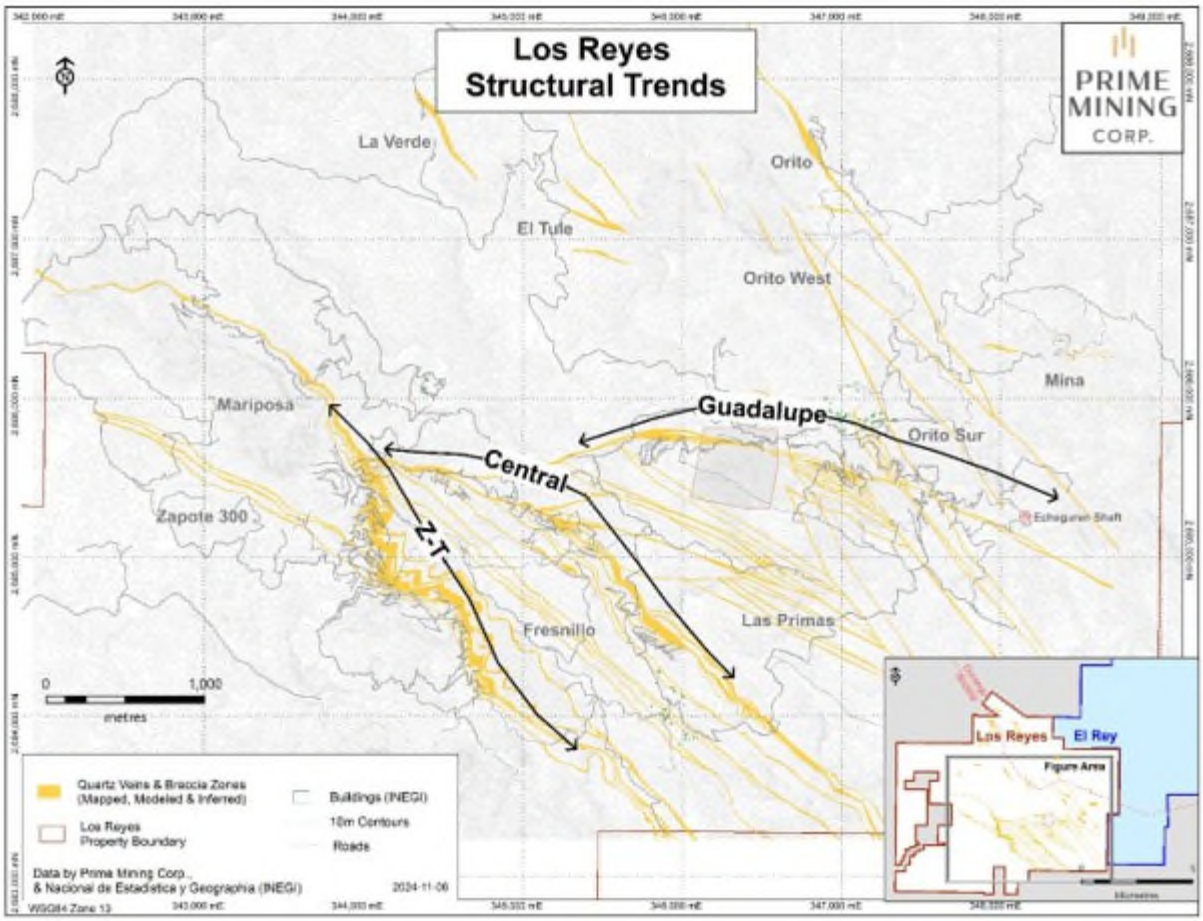
2. The central San Miguel-Noche Buena trend (the "Central Trend").

3. The Guadalupe trend (the "Guadalupe Trend").

Two subsidiary mineralized structures have been identified between the main mineralized structures: Las Primas, located between the Guadalupe and Central trends, and Fresnillo, located between the Z-T and Central trends.

Several other mineralized trends have been recognized including the Orito trends, which intersect the Guadalupe trend, and the Mina showing which may be on a splay proximal to the Orito trend.

Figure 1-4 Los Reyes Structural Corridors



Historical work by previous owners included soil and rock grab sampling, ground geophysics and both RC and diamond drilling. During 2019-2020, the Company completed a comprehensive trenching and roadcut sampling program. From late 2020 to the drill cutoff date of July 17, 2024, the Company completed over 191,000 metres of drilling along the primary structural corridors and several subsidiary trends, totalling more than 126,000 samples (excluding blanks, duplicates, and standards). Geological

mapping at various scales has been ongoing since 2020, covering nearly the entire property and revealing dozens of previously unknown mineral showings.

Trench and roadcut sampling beginning in September 2019 through November 2020 collected systematic and continuous samples across mineralized vein systems, or along roadcut outcrop exposures that totaled over 5,000 metres. The Company has continued to collect rock samples which include adit, chip, float and grab samples as part of the geological mapping program.

Drilling in 2021 focused on confirming a few key historic drill holes, testing down dip extensions at each area and testing new and historic prospects. Drill access was hampered by poor road conditions during the first year of drilling. Prime drilled 156 holes in 2021 totalling 30,347 metres.

Drilling in 2022 continued expanding the deposit extensions both along strike and down dip as well as drill testing other showings. Improvements to the road infrastructure provided increased access, particularly to the Guadalupe East and Tahonitas deposits. In 2022, 266 drill holes were completed totaling 74,811 metres.

Drilling in 2023 and 2024 has continued expanding the deposit extensions both along strike and down dip as well as drill testing other showings. Improvements to the road infrastructure continued and allowed increased access, particularly to Las Primas and Fresnillo deposits. In 2023, 184 drill holes were completed totaling 58,896 metres. In 2024 up to the drill cutoff for this resource estimate, July 17, 2024, a total of 82 drill holes were completed totaling 30,645 metres.

The Los Reyes resource model was prepared by the Company under the supervision of Sims Resources LLC (Independent QP). Geologic and estimation domains were constructed using Leapfrog Geo v.2023.2.3, including input from geochemical analyses completed in ioGAS v.8.2. Geostatistical evaluations and Exploratory Data Analysis (“EDA”), including topcut selection, declustering, variography, and Sequential Gaussian Simulation (“SGS”) were completed using X10- Geo v.1.4.18.22 and Snowden Supervisor v.9.0. Resource estimation was prepared using Leapfrog EDGE v.2023.2.3.

Gold and silver grades were interpolated into 5x5x5 m and 2.5x2.5x2.5 m block models using inverse distance cubed (“ID3”) estimation techniques. Search ellipse orientation and radii were selected based on variogram models for gold (“Au”) and silver (“Ag”) in each estimation domain, with variable search orientation applied according to the nearest vein midpoint surface in the quartz vein and breccia model. Blocks were classified under the categories of “Indicated” and “Inferred” mineral resources, in accordance with the 2014 Canadian Institute of Mining, Metallurgy and Petroleum Standards for Mineral Resources and Mineral Reserves, Definitions and Guidelines, May 2014 (the “CIM Definition Standards”). The “Measured” resource category was not used because no modern mining has been undertaken at the Project and it is therefore not possible to reconcile the models against production or tightly spaced data such as grade control drilling.

The economic pit-constrained resource estimate was completed by Snowden Optiro. Mineral resources (“Mineral Resources”) were reported below the most recent light detection and ranging (“LiDAR”) topographic surface and are contained within economically constrained pit shells generated using the Hochbaum Pseudoflow algorithm implemented in Datamine’s Studio NPVS or underground stope shapes generated using Datamine’s Mineable Shape Optimizer (“MSO”). Open pit Mineral Resources are reported estimated using a 0.17 g/t Au-only cutoff grade, and underground Mineral Resources are reported from stopes which meet or exceed an NSR value of US$80.81/tonne. The Mineral Resources are classified as Indicated or Inferred based on drill spacing and geological continuity. Two processing methodologies were assumed: a mill to process the higher-grade blocks, and a heap leach.

See Table 1-1 for the 2024 MRE.

Table 1-1 Mineral Resource Estimate[1,2,3,4]

Mining Method and Process	Class	Tonnage (kt)	Gold Grade (g/t)	Gold Contained (koz)	Silver Grade (g/t)	Silver Contained (koz)
Open Pit – Mill	Indicated	24,657	1.13	899	35.7	28,261
	Inferred	7,211	0.89	207	42.8	9,916
Underground – Mill	Indicated	4,132	3.02	402	152.4	20,243
	Inferred	4,055	2.10	273	78.6	10,247
Total Mill	**Indicated**	**28,789**	**1.41**	**1,301**	**52.4**	**48,504**
	Inferred	**11,266**	**1.33**	**480**	**55.7**	**20,163**
Open Pit - Heap Leach	Indicated	20,254	0.29	190	8.4	5,492
	Inferred	5,944	0.30	58	7.3	1,398
Total	**Indicated**	**49,042**	**0.95**	**1,491**	**34.2**	**53,995**
	Inferred	**17,210**	**0.97**	**538**	**39.0**	**21,561**

Notes:

1. Open Pit Resource estimates are based on economically constrained open pits generated using the Hochbaum Pseudoflow algorithm in Datamine's Studio NPVS and the following optimization parameters (all dollar values are in US dollars):

    - $1,950/ounce gold price and $25.24/ounce silver price.
    - Mill recoveries of 95.6% and 81% for gold and silver, respectively.
    - Heap leach recoveries of 73% and 25% for gold and silver, respectively.
    - Pit slopes by area ranging from 42-47 degrees overall slope angle.
    - 5% ore loss and 5% dilution factor applied to the 5 x 5 x 5m open pit resource block models.
    - Mining costs of $2.00 per tonne of waste mined and $2.50 per tonne of ore mined.
    - Milling costs of $16.81 per tonne processed.
    - Heap Leach costs of $5.53 per tonne processed.
    - G&A cost of $2.00 per tonne of material processed.
    - 3% royalty costs and 1% selling costs were also applied.
    - A 0.17 g/t gold only cutoff was applied to ex-pit processed material (which is above the heap-leaching NSR cutoff).

2. Underground Resource estimates are based on economically constrained stopes generated using Datamine's Mineable Shape Optimizer (MSO) algorithm and the following optimization parameters (all dollar values are in US dollars):

    - $1,950/ounce gold price and $25.24/ounce silver price.
    - Mill recoveries of 95.6% and 81% for gold and silver, respectively.
    - Mechanized cut and fill mining with a $60.00 per tonne cost.
    - Diluted to a minimum 4m stope width with a 98% mining recovery.

- G&A cost of $4.00 per tonne of material processed.
- Milling costs of $16.81 per tonne processed.
- 3% royalty costs and 1% selling costs were also applied.

3. Where mentioned, “residual open pits” assumes that any underground stopes are backfilled with zero grade material at two-thirds of the original rock density. Economic-constrained open pits are then estimated with this mined-out, backfilled material in the open pit block selective mining unit (“SMU”) model and assuming the resource parameters above.

4. Mineral Resources are not Mineral Reserves (as that term is defined in the CIM Definition Standards) and do not have demonstrated economic viability.

1.4 Mineral Resource Estimate Sensitivities

1.4.1 Underground Sensitivity

The Project is also amenable to a more substantial underground mining approach. In the following sensitivity table, the Project is assumed to be mined by underground methods, backfilled, and then economically-constrained residual open pits are estimated at a 0.17 g/t Au only cutoff.

Table 1-2 Sensitivity: Underground Mining Prioritized Scenario

Mining Method	Class	Tonnage (kt)	Gold Grade (g/t)	Gold Contained (koz)	Silver Grade (g/t)	Silver Contained (koz)
Underground	Indicated	8,231	2.68	709	103.2	27,306
	Inferred	8,979	2.14	617	81.4	23,492
Open Pit (Residual)	Indicated	19,166	0.56	345	16.0	9,842
	Inferred	3,483	0.50	56	15.4	1,721
Total	Indicated	27,397	1.20	1,053	42.2	37,148
	Inferred	12,462	1.68	673	62.9	25,212

Notes:

1. This and any other sensitivities presented are in lieu of, and not in addition to the 2024 MRE inventories.

2. Open Pit Resource estimates are based on economically constrained open pits generated using the Hochbaum Pseudoflow algorithm in Datamine’s Studio NPVS and the following optimization parameters (all dollar values are in US dollars):

   - $1,950/ounce gold price and $25.24/ounce silver price.
   - Mill recoveries of 95.6% and 81% for gold and silver, respectively.
   - Heap leach recoveries of 73% and 25% for gold and silver, respectively.
   - Pit slopes by area ranging from 42-47 degrees overall slope angle.
   - 5% ore loss and 5% dilution factor applied to the 5 x 5 x 5m open pit resource block models.
   - Mining costs of $2.00 per tonne of waste mined and $2.50 per tonne of ore mined.
   - Milling costs of $16.81 per tonne processed.
   - Heap Leach costs of $5.53 per tonne processed.
   - G&A cost of $2.00 per tonne of material processed.

- 3% royalty costs and 1% selling costs were also applied.
- A 0.17 g/t gold only cutoff was applied to ex-pit processed material (which is above the heap-leaching NSR cutoff).

3. Underground Resource estimates are based on economically constrained stopes generated using Datamine's Mineable Shape Optimizer (MSO) algorithm and the following optimization parameters (all dollar values are in US dollars):

    - $1,950/ounce gold price and $25.24/ounce silver price.
    - Mill recoveries of 95.6% and 81% for gold and silver, respectively.
    - Mechanized cut and fill mining with a $60.00 per tonne cost.
    - Diluted to a minimum 4m stope width with a 98% mining recovery.
    - G&A cost of $4.00 per tonne of material processed.
    - Milling costs of $16.81 per tonne processed.
    - 3% royalty costs and 1% selling costs were also applied.

4. Where mentioned, "residual open pits" assumes that any underground stopes are backfilled with zero grade material at two-thirds of the original rock density. Economic-constrained open pits are then estimated with this mined-out, backfilled material in the open pit block selective mining unit ("SMU") model and assuming the resource parameters above.

5. Mineral Resources are not Mineral Reserves (as that term is defined in the CIM Definition Standards) and do not have demonstrated economic viability.

1.4.2 Mill Only Cut-off Grade Sensitivity

The following table illustrates the mill only open pit and underground economic inventories using an open-pit Au only cutoff grade of 0.17 g/t (Mineral Resource cutoff for reference) and a higher- grade cutoff of 0.75 g/t (Au only).

Table 1-3 Sensitivity: Mill Only at Various Cutoff Grades

	Classification	Tonnage (kt)	Gold Grade (g/t)	Gold Contained (koz)	Silver Grade (g/t)	Silver Contained (koz)
0.17 g/t Au only cutoff (reference)	Indicated	28,789	1.41	1,301	52.4	48,504
	Inferred	11,266	1.33	480	55.7	20,163
0.75 g/t Au only cutoff	Indicated	16,499	2.10	1,112	70.4	37,354
	Inferred	6,800	1.91	418	69.8	15,262

Notes:

1. This and any other sensitivities presented are in lieu of, and not in addition to the 2024 MRE inventories.

2. Open Pit Resource estimates are based on economically constrained open pits generated using the Hochbaum Pseudoflow algorithm in Datamine's Studio NPVS and the following optimization parameters (all dollar values are in US dollars):

    - $1,950/ounce gold price and $25.24/ounce silver price.
    - Mill recoveries of 95.6% and 81% for gold and silver, respectively.
    - Heap leach recoveries of 73% and 25% for gold and silver, respectively.
    - Pit slopes by area ranging from 42-47 degrees overall slope angle.
    - 5% ore loss and 5% dilution factor applied to the 5 x 5 x 5m open pit resource block models.
    - Mining costs of $2.00 per tonne of waste mined and $2.50 per tonne of ore mined.
    - Milling costs of $16.81 per tonne processed.
    - Heap Leach costs of $5.53 per tonne processed.
    - G&A cost of $2.00 per tonne of material processed.
    - 3% royalty costs and 1% selling costs were also applied.
    - A 0.17 g/t gold only cutoff was applied to ex-pit processed material (which is above the heap-leaching NSR cutoff).

3. Underground Resource estimates are based on economically constrained stopes generated using Datamine's Mineable Shape Optimizer (MSO) algorithm and the following optimization parameters (all dollar values are in US dollars):

    - $1,950/ounce gold price and $25.24/ounce silver price.
    - Mill recoveries of 95.6% and 81% for gold and silver, respectively.
    - Mechanized cut and fill mining with a $60.00 per tonne cost.
    - Diluted to a minimum 4m stope width with a 98% mining recovery.
    - G&A cost of $4.00 per tonne of material processed.
    - Milling costs of $16.81 per tonne processed.
    - 3% royalty costs and 1% selling costs were also applied.

4. Where mentioned, "residual open pits" assumes that any underground stopes are backfilled with zero grade material at two-thirds of the original rock density. Economic-constrained open pits are then estimated with this mined-out, backfilled material in the open pit block selective mining unit ("SMU") model and assuming the resource parameters above.

5. Mineral Resources are not Mineral Reserves (as that term is defined in the CIM Definition Standards) and do not have demonstrated economic viability.

1.5 Mineral Processing and Metallurgical Testing

Preliminary mineral processing and metallurgical testing was completed between 1998 and 2012 by previous owners, and more recently by Prime.

Leach testing was completed on composite samples with parameters such as cyanide concentration, pulp density and grind size to determine preliminary recovery parameters and to support recoveries used for this resource estimate.

Preliminary gravity separation and flotation testing has been performed to assist with future flow sheet optimization design.

Based on the metallurgical test work results, the following processing design parameters were recommended by Kappes, Cassiday & Associates ("KCA"):

- Heap Parameters:
    - Three-stage crushing to 80% passing 6.3 mm for heap leach material.
    - 90-day leach cycle.
    - Average gold recovery of 73% and silver recovery of 25%.
- Mill Parameters:
    - Target grind size of 80% passing 0.037 mm (400 mesh).
    - Gravity concentration with agitated leach on gravity tails.
    - Overall mill recoveries of 95.6% for gold and 81% for silver.

In general, the various deposits at the Project show amenability to cyanide leaching for the recovery of gold and silver values, with improved recoveries with fine crushing/grinding. Further details, including reagent consumptions, are provided in the full text of the Technical Report.

1.6 Environmental Studies and Social Considerations

The environmental conditions of the Project area were documented in an environmental study carried out by Consultores Interdisciplinarios en Medio Ambiente, S.C ("CIMA") in 2022. The study analyzed, characterized, and described the current conditions of the area of interest to help identify future changes that could be the product of the activities carried out by the Company, and to facilitate permitting. The report covered an area of 21,079 hectares, which extends beyond the limits of the Project claim area.

The Project concession area does not fall within a designated protected natural area ("Áreas Naturales Protegidas"), area of importance for conservation of birds (as recognized by "Sección Mexicana del Consejo Internacional para la Preservación de las Aves"), and no priority terrestrial regions ("regiones terrestres prioritarias – RTP") are located within the Project area. The authors of the Technical Report note disturbance in the area due to prior mining activities, as well as agricultural and livestock impact.

CIMA found that Prime has strictly complied with the applicable laws and standards and has received no sanctions from the regulatory entities since the beginning of operations. The Project area does not overlap with, and is not proximal to, any protected wilderness areas.

In 2021, CIMA carried out a socioeconomic baseline study. The Project area is divided into the Ejidos La Tasajera (88%), San Antonio del Cerro (5%) and Zapote (7%). The ejido acts as a legal entity and is made up of land for production, common or collective use and human settlements.

The resource estimate is completely contained within the Ejido La Tasajera, and a 15-year (renewable for an additional 15-year period) agreement was signed in 2020 for the benefit of the inhabitants and the Company in order to guarantee access and exploration work, while providing a structure to compensate landowners for any disturbance. This agreement includes terms for Project construction and operations. The surface rights agreement for eventual Project use was doubled to 1800 hectares in a subsequent agreement with Ejido La Tasajera in 2023.

Prime works closely with the ejidos in regard to development, access improvements, water supply, potential employment and other considerations.

1.7 Conclusions and Recommendations

Based on the highly prospective geology, size and continuity of the mineralized structural corridors identified to date, including surface and drilling results by both Prime and others, Property mineralization may be more extensive than currently reported.

The Project contains Indicated and Inferred Mineral Resources that are associated with well- defined mineralized trends and models. All deposits are generally open along strike and at depth. Prime believes that the Project has the potential for the delineation of additional Mineral Resources within the three main trends and Generative Targets, and that further additional exploration is warranted on new high-priority targets identified from detailed mapping and surface sampling within the Property.

The exploration program should include a phased approach of drilling along the extensions (along strike and at depth) of the known deposits (resource drilling) along with drilling other identified high-priority targets (discovery drilling) as well as other key objectives as listed below:

- Continue detailed field mapping and sampling, rock and soil geochemistry along currently defined and possible new structural corridors.
- Completion of the budgeted 2024 drilling program, consisting of Mineral Resource expansion and generative exploration, totalling 50,000 metres.
- Drilling in 2025 and beyond will be subject to the Company’s overall project development strategy. A minimum of 20,000 metres is recommended.
- Almost three-quarters of the updated MRE is at the Indicated level of confidence, which is sufficient for inclusion in a Pre-Feasibility Study and potential conversion to Mineral Reserves. Prior to commencement of a Preliminary Economic Assessment (a “PEA”), exploration should focus on adding resource extensions at the Inferred level of confidence.
- Project engineering and advancement: depending upon the results of subsequent drilling and modelling work, market conditions and investor expectations, Prime should begin to consider further Project study and analysis leading to development of a PEA. This would further considerations around processing methodologies, mining methods (open pit vs. underground), infrastructure, initial capital considerations, operating costs, and overall economic returns of the Project.

Take Action and Vote Today

The Prime Board of Directors Unanimously Recommends a Vote FOR the Arrangement Resolution

Vote Well in Advance of the Proxy Deadline on September 25, 2025 at 2:00 p.m. (Vancouver time)