



## NEW GOLD INC.

### Offer to Purchase for Cash Any and All of the Outstanding Senior Notes Listed Below

<u>Title of Security</u>	<u>CUSIP Numbers</u>	<u>Principal Amount Outstanding</u>	<u>Purchase Price per \$1,000 of Notes<sup>(1)</sup></u>
7.50% Senior Notes due 2027	644535 AH9 (144A) / C62944 AD2 (Regulation S)	\$400,000,000	\$1,008.00

(1) Holders will also receive in cash an amount equal to Accrued Interest (as defined below) in addition to the Purchase Price.

**The Tender Offer will expire at 5:00 p.m., New York City time, on March 13, 2025 unless extended or earlier terminated (such time and date, as the same may be extended, the “Expiration Time”). Guaranteed deliveries will expire at 5:00 p.m., New York City time, on the second business day following the Expiration Time. Holders of Notes must validly tender and not validly withdraw their Notes prior to the Expiration Time to be eligible to receive the Purchase Price. Tendered Notes may be withdrawn at any time prior to the Expiration Time.**

New Gold Inc., a British Columbia corporation (“*New Gold*,” the “*Offeror*,” the “*Company*” or “*we*”), hereby offers (the “*Tender Offer*”) to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, the “*Offer to Purchase*”) and in the related notice of guaranteed delivery (as it may be amended or supplemented from time to time, the “*Notice of Guaranteed Delivery*”) and, together with this Offer to Purchase, the “*Offer Documents*”), any and all of the 7.50% Senior Notes due 2027 referenced above (the “*Notes*”) from each registered or beneficial holder of Notes (each a “*Holder*”) upon the terms and subject to the conditions set forth in the Offer Documents. The Tender Offer is not conditioned upon any minimum amount of Notes being tendered, and the Tender Offer may be amended, extended or terminated.

The consideration per each \$1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Tender Offer (the “*Purchase Price*”) is set forth in the table above. Holders whose Notes are purchased pursuant to the Tender Offer will also receive accrued and unpaid interest thereon (“*Accrued Interest*”) from the last interest payment date up to, but not including, the initial date of payment of the Purchase Price for the Notes (the “*Settlement Date*”).

The consummation of the Tender Offer and the Company’s obligation to accept for payment, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer are subject to the satisfaction of or waiver of certain conditions, including (a) the Financing Condition (as defined below in “Principal Terms of the Tender Offer—Conditions of the Tender Offer”) and (b) the other conditions set forth in “Principal Terms of the Tender Offer—Conditions of the Tender Offer.”

*The Dealer Managers for the Tender Offer are:*

**BOFA SECURITIES**

**BMO CAPITAL MARKETS**

March 4, 2025

Holders of Notes should take note of the following dates in connection with the Tender Offer:

Date	Calendar Date and Time	Event
Launch Date	March 4, 2025	Commencement of the Tender Offer.
Expiration Time	5:00 p.m., New York City time, on March 13, 2025, assuming that the Tender Offer is not extended or earlier terminated.	The last time and day for Holders to tender Notes pursuant to the Tender Offer and be eligible to receive the Purchase Price, plus Accrued Interest.
Withdrawal Rights	Tendered Notes may be validly withdrawn at any time (i) prior to the earlier of (x) the Expiration Time and (y) if the Tender Offer is extended, the tenth business day after commencement of the Tender Offer, and (ii) after the 60th business day after the commencement of the Tender Offer if for any reason the Tender Offer has not been consummated within 60 business days after commencement.	The last time and day for Holders to withdraw previously tendered Notes.
Guaranteed Delivery Date	5:00 p.m., New York City time, on March 17, 2025, unless extended or earlier terminated.	Deadline for delivery of Notes tendered pursuant to a Notice of Guaranteed Delivery.
Settlement Date	Promptly after the Expiration Time, expected to be March 18, 2025, assuming that the Tender Offer is not extended or earlier terminated. The payment date for any Notes tendered pursuant to a Notice of Guaranteed Delivery would also be on March 18, 2025, subject to the same assumption.	The Offeror will deposit with the Tender Agent or, at its direction, with DTC, for distribution to the Holders entitled thereto, the amount of cash necessary to pay each Holder in respect of its Notes that are accepted for payment the Purchase Price, plus Accrued Interest. For avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer. In no event will the Purchase Price be paid prior to the Expiration Time.

Upon the terms and conditions of the Tender Offer, the Offeror will notify D.F. King & Co., Inc. (“*DF King*”), the Tender Agent and Information Agent for the Tender Offer (the “Tender Agent” or “*Information Agent*,” as the case may be), promptly after the Expiration Time which Notes tendered before the Expiration Time are accepted for purchase and payment pursuant to the Tender Offer.

Notwithstanding any other provision of the Tender Offer, the Offeror’s obligation to accept for purchase and to pay for Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is subject to, and

conditioned upon, the satisfaction or waiver of the Financing Condition and the General Conditions (as defined below in “Principal Terms of the Tender Offer—Conditions of the Tender Offer”).

The Offeror reserves the right, in its sole discretion and subject to applicable law, to:

- waive any and all conditions to the Tender Offer;
- extend, terminate or withdraw the Tender Offer; or
- otherwise amend the Tender Offer in any respect.

If the Tender Offer is terminated or withdrawn, Notes tendered pursuant to the Tender Offer will promptly be returned to the tendering Holders.

**This Offer to Purchase has not been filed with or reviewed by any Canadian or U.S. federal, provincial or state securities commission or regulatory authority of any jurisdiction, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense.**

**None of the Offeror, the Trustee (as defined below), the Dealer Managers, the Tender Agent or the Information Agent is making any recommendation as to whether Holders should tender Notes in response to the Tender Offer. Each Holder must make its own decision as to whether to tender Notes and, if so, as to the principal amount of Notes to tender.**

### **IMPORTANT INFORMATION**

All of the Notes are held in book-entry form through the facilities of DTC. If you desire to tender Notes, you must transfer such Notes to the Tender Agent through DTC's Automated Tender Offer Program (“*ATOP*”), for which the transaction will be eligible. If you hold Notes through a broker, dealer, commercial bank, trust company or other nominee, you should contact such custodian or nominee if you wish to tender your Notes. See “Principal Terms of the Tender Offer—Procedures for Tendering Notes.”

Holders must tender their Notes in accordance with the procedures set forth under “Principal Terms of the Tender Offer—Procedures for Tendering Notes.” A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following procedures for guaranteed delivery set forth below under “Principal Terms of the Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery.” There is no letter of transmittal for the Tender Offer.

Questions and requests for assistance relating to the procedures for tendering Notes or for additional copies of the Offer Documents may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for assistance relating to the terms and conditions of the Tender Offer may be directed to the Dealer Managers at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of the Offer Documents may also be directed to brokers, dealers, commercial banks or trust companies.

**The Offer Documents contain important information that should be read before any decision is made with respect to the Tender Offer.**

**The Offer Documents do not constitute an offer to purchase, or the solicitation of an offer to sell, Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities or blue sky laws. The Offer Documents do not constitute an offer to sell any securities or the solicitation of an offer to buy any securities (other than the Notes).**

**The delivery of the Offer Documents shall not under any circumstances create any implication that the information contained therein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth therein or in the affairs of the Offeror or any subsidiary or affiliate of the Offeror since the date hereof.**

**No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Offer to Purchase, and, if given or made, such information or representation may not be relied upon as having been authorized by the Offeror, any of the Dealer Managers, the Tender Agent or the Information Agent.**

Notes not tendered and purchased in the Tender Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the indenture governing the Notes, will remain unchanged. No amendments to these documents are being sought. **However, we intend, but are not obligated, to redeem any Notes that are not tendered in the Tender Offer on or about July 15, 2025, at the then-applicable redemption price of 100.00% of the principal amount, plus accrued and unpaid interest to the redemption date.** Upon the consummation of the Tender Offer and if we subsequently redeem the Notes that are not tendered in the Tender Offer as we intend, none of the Notes will remain outstanding. Neither this Offer to Purchase nor anything contained herein is a notice of redemption in respect of the Notes.

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## SUMMARY

*The following summary highlights selected information from this Offer to Purchase and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere in this Offer to Purchase before making a decision regarding the Tender Offer. Cross-references contained in this summary section will direct you to a more complete discussion of a particular topic elsewhere in this Offer to Purchase.*

**The Offeror .....** New Gold Inc., a corporation existing and organized under the laws of British Columbia (“*New Gold*,” the “*Offeror*,” the “*Company*” or “*we*”).

**The Tender Offer.....** The Offeror is offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer Documents, any and all of the outstanding Notes indicated in the table on the front cover of this Offer to Purchase as being subject to the Tender Offer at the price per Note (the “*Purchase Price*”) set forth in such table.

**Notes Subject to the Tender Offer ....** New Gold is the issuer of the Notes. The following table sets forth the security description for the Notes, the CUSIP number and the aggregate principal amount outstanding for the Notes:

Title of Security	CUSIP Numbers	Principal Amount Outstanding
7.50% Senior Notes due 2027	644535 AH9 (144A) / C62944 AD2 (Regulation S)	\$400,000,000

**Expiration Time; Guaranteed Deliveries .....** The Tender Offer will expire at 5:00 p.m., New York City time, on March 13, 2025, unless extended or earlier terminated (such date and time as the same may be extended, the “*Expiration Time*”). Guaranteed deliveries will expire at 5:00 p.m., New York City time, on the second business day following the Expiration Time.

**Withdrawal Rights .....** Tendered Notes may be validly withdrawn at any time (i) prior to the earlier of (x) the Expiration Time and (y) if the Tender Offer is extended, the tenth business day after commencement of the Tender Offer, and (ii) after the 60th business day after the commencement of the Tender Offer if for any reason the Tender Offer has not been consummated within 60 business days after commencement. See “Principal Terms of the Tender Offer— Withdrawal of Tenders.”

**Settlement Date.....** The payment date for any Notes not tendered pursuant to a Notice of Guaranteed Delivery will be promptly after the Expiration Time. Assuming the Tender Offer is not extended, the Offeror expects that such payment date (the “*Settlement Date*”) will be March 18, 2025. The payment date for any Notes tendered pursuant to a Notice of Guaranteed Delivery would also be on March 18, 2025, subject to the same assumption.

<b>Purchase Price .....</b>	The Purchase Price per each \$1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Tender Offer is indicated in the table on the cover page of this Offer to Purchase.
<b>Accrued Interest .....</b>	<p>Subject to the terms and conditions of the Tender Offer, in addition to the Purchase Price, Holders who validly tender their Notes and whose Notes are accepted for purchase pursuant to the Tender Offer will also be paid accrued and unpaid interest thereon from the last interest payment date up to, but not including, the Settlement Date (the “<i>Accrued Interest</i>”). For avoidance of doubt, Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer.</p> <p>Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC.</p>
<b>Acceptance of Tendered Notes and Payment.....</b>	<p>Upon the terms of the Tender Offer and upon satisfaction or waiver of the conditions to the Tender Offer specified herein under “Principal Terms of the Tender Offer—Conditions of the Tender Offer,” the Offeror will (a) accept for purchase all of its Notes subject to the Tender Offer validly tendered (or defectively tendered, if the Offeror has waived such defect) and not validly withdrawn before the Expiration Time and (b) promptly pay the Purchase Price (plus the Accrued Interest) on the Settlement Date.</p> <p>The Offeror reserves the right, subject to applicable laws, to (a) accept for purchase and pay for all Notes validly tendered to the Offeror before the Expiration Time and to keep the Tender Offer open or extend the Expiration Time to a later date and time with respect to any or all Notes as announced by the Offeror and (b) waive any and all conditions to the Tender Offer for Notes tendered to the Offeror before the Expiration Time.</p>
<b>Conditions of the Tender Offer .....</b>	The Offeror’s obligation to accept for purchase and pay for the validly tendered Notes that have not been validly withdrawn before the Expiration Time is subject to, and conditioned upon, satisfaction or waiver of the Financing Condition and the General Conditions. See “Principal Terms of the Tender Offer—Conditions of the Tender Offer.” The Tender Offer is not conditioned on any minimum amount of Notes being tendered.
<b>Purpose of the Tender Offer and Source of Funds.....</b>	<p>The purpose of the Tender Offer is to retire any and all of the Notes. Any Notes that are tendered and accepted in the Tender Offer will be retired and canceled.</p> <p>The Offeror expects to pay for the Notes purchased in the Tender Offer with proceeds from the issuance of new senior notes. See “Source of Funds.”</p>
<b>Procedures for Tendering Notes .....</b>	See “Principal Terms of the Tender Offer—Procedures for Tendering Notes.” There is no letter of transmittal for the Tender Offer.

A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the procedures for guaranteed delivery set forth below under “—Procedures for Tendering Notes— Guaranteed Delivery.”

**Consequences of Failure to Tender....**

Your rights and the obligations of the Offeror under the Notes that remain outstanding after the consummation of the Tender Offer will not change as a result of the Tender Offer. However, the purchase of any Notes in the Tender Offer will result in a smaller trading market for the remaining outstanding principal amount of Notes, which may cause the market for the Notes to be less liquid and more sporadic, and market prices for the Notes may fluctuate significantly depending on the volume of trading. See “Certain Considerations—The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes” and “Certain Considerations—Treatment of Notes Not Tendered in the Tender Offer.” Notes not tendered and purchased in the Tender Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the indenture governing the Notes, will remain unchanged. No amendments to these documents are being sought. However, we intend, but are not obligated, to redeem any Notes that are not tendered in the Tender Offer on or about July 15, 2025, at the then-applicable redemption price of 100.00% of the principal amount, plus accrued and unpaid interest to the redemption date. Upon the consummation of the Tender Offer and if we subsequently redeem the Notes that are not tendered in the Tender Offer as we intend, none of the Notes will remain outstanding.

**Redemption .....**

The Offeror intends, but is not obligated, to issue a notice of redemption for all of the Notes that are not accepted for purchase in the Tender Offer, subject to satisfaction of the Financing Condition. The Offeror currently expects the redemption date for the Notes to be on or about July 15, 2025 at the then-applicable redemption price of 100.00% of the principal amount, plus accrued and unpaid interest to the redemption date. Notes acquired by the Offeror in the Tender Offer will be canceled and Holders of such Notes will not be entitled to any payment in connection with such redemption. Upon the consummation of the Tender Offer and if we subsequently redeem the Notes that are not tendered in the Tender Offer as we intend, none of the Notes will remain outstanding. Neither this Offer to Purchase nor anything contained herein is a notice of redemption in respect of the Notes.

**U.S. Federal Income Tax Consequences .....**

For a summary of certain U.S. federal income tax consequences of the Tender Offer, see “Certain United States Federal Income Tax Consequences.”

**Canadian Federal Income Tax Consequences .....**

For a summary of certain Canadian federal income tax consequences of the Tender Offer, see “Certain Canadian Federal Income Tax Consequences.”

**Tender Agent and Information Agent.....**

DF King is the Tender Agent and Information Agent for the Tender Offer. The address and telephone numbers of DF King are listed on the back cover page of this Offer to Purchase.



**Dealer Managers.....** BofA Securities, Inc. and BMO Capital Markets Corp. are the Dealer Managers for the Tender Offer.

The addresses and telephone numbers of each of the Dealer Managers are listed on the back cover page of this Offer to Purchase.

## WHERE YOU CAN FIND MORE INFORMATION

The Company is subject to the information requirements of the U.S. Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), and in accordance with those requirements, the Company files and furnishes reports and other information with the Securities Exchange Commission (the “*SEC*”), but such information does not form part of this Offer to Purchase unless incorporated by reference herein. Under the multi-jurisdictional disclosure system adopted by the United States and Canada, the Company prepares these reports and other information in accordance with the disclosure requirements of Canada. These requirements are different from those of the United States. The reports and other information that the Company files electronically with the SEC are available at the Electronic Data Gathering, Analysis and Retrieval system (“*EDGAR*”) website at [www.sec.gov](http://www.sec.gov) on which the SEC makes available reports and other information.

The Company is also required to file annual and quarterly financial statements, annual information forms, information circulars and other information with the securities commission or similar authority in each of the provinces and territories of Canada. Copies of such filings are available to the public at [www.sedarplus.ca](http://www.sedarplus.ca) (“*SEDAR+*”) but do not form part of this Offer to Purchase unless specifically incorporated by reference herein.

Statements included or incorporated by reference in this Offer to Purchase as to the contents of any contract or other document are not necessarily complete, and in each instance we refer you to the copy of the contract or document filed as an exhibit to a document incorporated in this Offer to Purchase, each such statement being qualified in all respects by such reference.

We incorporate by reference the documents listed below filed by the Company with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act and on SEDAR+ pursuant to applicable Canadian securities laws, prior to the Expiration Date:

- (a) Annual Information Form of the Company for the year ended December 31, 2024, filed on SEDAR+ on February 24, 2025 and filed as Exhibit 99.1 to the Company’s Form 40-F (the “*Form 40-F*”) filed with the SEC on February 24, 2025 (the “*Annual Information Form*”);
- (b) Annual Audited Consolidated Financial Statements of the Company for the years ended December 31, 2024 and 2023, filed on SEDAR+ on February 19, 2025 and included as Exhibit 99.2 to the Form 40-F;
- (c) Management’s Discussion and Analysis of the Company for the year ended December 31, 2024, filed on SEDAR+ on February 19, 2025 and included as Exhibit 99.3 to the Form 40-F (the “*MD&A*”); and
- (d) Notice of Annual Meeting of Shareholders and Management Information Circular filed on SEDAR+ on April 4, 2024 and included as Exhibit 99.1 to the Company’s Form 6-K furnished to the SEC on April 4, 2024.

Any documents of the type required by Canadian National Instrument 44-101 — *Short Form Prospectus Distributions* to be incorporated by reference in a short form prospectus, including any material change reports (excluding material change reports filed on a confidential basis), interim financial statements, annual financial statements and the auditors’ reports thereon, management’s discussion and analysis of financial condition and results of operations, information circulars, annual information forms and business acquisition reports filed by us with applicable securities regulatory authorities in the provinces of Canada or filed with or furnished to the SEC, as applicable, in our reports on Form 6-K or annual reports on Form 40-F, subsequent to the date of this Offer to Purchase and prior to the Settlement Date are deemed to be incorporated by reference in this Offer to Purchase.

Any statement contained in a document filed prior to the date of this Offer to Purchase and incorporated by reference herein will be deemed to be modified or superseded for the purposes of this Offer to Purchase by the express statements of this Offer to Purchase to the extent of any inconsistency therewith. Any statement contained in this Offer to Purchase or in a document incorporated by reference herein will be deemed to be modified or superseded for purposes of this Offer to Purchase to the extent that a statement contained herein or in any other subsequently filed document that is also incorporated by reference herein modifies or supersedes such statement.

Any statements so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase.

You may request a copy of these filings at no cost, by writing or telephoning our office at Suite 3320, 181 Bay Street, Toronto, Ontario M5J 2T3 Canada, telephone number (416) 324-6000. In addition, the Information Agent will provide without charge to each person to whom this Offer to Purchase is delivered, upon the request of such person, a copy of any or all of the documents incorporated herein by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference into such documents). Requests for such documents should be directed to the Information Agent at its address set forth on the back cover of this Offer to Purchase.

## **FORWARD-LOOKING STATEMENTS**

This Offer to Purchase, including the documents incorporated by reference herein, contains “forward-looking statements” and “forward-looking information” (collectively, “forward-looking statements”) within the meaning of applicable Canadian Securities Laws and U.S. securities laws. Forward-looking statements are statements that are not historical facts and are generally, but not always, identified by the use of forward-looking terminology such as “plans,” “expects,” “is expected,” “budget,” “scheduled,” “targeted,” “estimates,” “forecasts,” “intends,” “anticipates,” “projects,” “potential,” “believes” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “should,” “might” or “will be taken,” “occur” or “be achieved” or the negative connotation of such terms. The forward-looking statements contained or incorporated by reference herein or in the documents incorporated by reference herein include statements with respect to: the completion of the Tender Offer; our intention to redeem any Notes not tendered in the Tender Offer; the completion of the contemporaneously announced senior notes offering; our guidance and expectations regarding production, costs, capital investments and expenses on a mine-by-mine and consolidated basis, associated timing and accomplishing the factors contributing to those expected results; anticipated mine life; mineral reserve and mineral resource estimates; grades expected to be mined and milled at our operations; planned activities and timing for 2025 and future years at the Rainy River Mine (as defined in the Annual Information Form) and the New Afton Mine (as defined in the Annual Information Form), including planned development and exploration activities and related expenses; our target of 30% reduction in greenhouse gas emissions by 2030 using 2020 as a baseline; successfully extending mine life at the Rainy River Mine and New Afton Mine; successfully completing intended development and exploration initiatives in 2025 at the Rainy River Mine and the New Afton Mine; expectations that the mineralogy in C-Zone will be consistent with the hypogene sulphide mineralization in the West Cave; the New Afton Mine’s enhanced capacity to accurately track ground deformations and successfully mitigate potential impacts; successfully completing the overall New Afton Tailings Storage Facility stabilization project in the first half of 2026; the Company’s ability to extend the New Afton Mine’s mine life beyond 2031; the intention to take advantage of existing processing capacity at the New Afton mill and successfully processing up to 16,000 metric tonnes per day; expectations that C-Zone operating costs will be significantly lower than current B3 unit mining costs; successfully transitioning to a period of production growth and decreasing costs at the New Afton Mine and the generation of strong cash flow expected to result therefrom over the coming years; our ability to successfully convert mineral resources to mineral reserves over the next few years; planned focus areas and initiatives regarding the New Afton Mine’s underground exploration program; the potential for discovery of new mining zones outside the main deposit and above the C-Zone footprint elevation; expectations regarding the sufficiency of the New Afton Mine’s processing plant, infrastructure and tailings storage facility to process sufficiently more ore beyond the current mine life; the potential for discovery of porphyry copper-gold deposits in South-Central British Columbia; the Company’s plans to use regional high-grade ore as supplemental mill feed and the incremental cash flow expected therefrom; successful undertaking of planned underground and regional exploration initiatives at the New Afton Mine; and expectations regarding the management and mitigation of risk factors, including any statements about potential tariffs and their potential impact and the possible impacts on the Company.

All forward-looking statements in this Offer to Purchase, including the documents incorporated by reference herein, are based on the opinions and estimates of management as of the date such statements are made and are subject to important known and unknown risk factors and uncertainties, many of which are beyond our ability to control or predict. Certain material assumptions regarding such forward-looking statements are discussed in this Offer to Purchase, the Annual Information Form and the MD&A. In addition to, and subject to, such assumptions discussed in more detail elsewhere, the forward-looking statements contained in this Offer to Purchase

and the documents incorporated by reference herein are subject to the following assumptions: (1) there being no significant disruptions affecting our operations, including material disruptions to our supply chain, workforce or otherwise; (2) political and legal developments in jurisdictions where we operate, or may in the future operate, being consistent with our current expectations; (3) the accuracy of our current mineral reserve and mineral resource estimates and the grade of gold, copper and silver expected to be mined; (4) the exchange rate between the Canadian dollar and U.S. dollar and commodity prices being approximately consistent with current levels and expectations for the purposes of guidance and otherwise; (5) prices for diesel, natural gas, fuel oil, electricity and other key supplies being approximately consistent with current levels; (6) equipment, labor and materials costs increasing on a basis consistent with our current expectations; (7) arrangements with First Nations and other Indigenous groups in respect of the Rainy River Mine and New Afton Mine being consistent with our current expectations; (8) all required permits, licenses and authorizations being obtained from the relevant governments and other relevant stakeholders within the expected timelines and the absence of material negative comments or obstacles during any applicable regulatory processes; and (9) the results of the life of mine plans for the Rainy River Mine and the New Afton Mine being realized.

Forward-looking statements are necessarily based on estimates and assumptions that are inherently subject to known and unknown risks, uncertainties and other factors that may cause actual results, level of activity, performance or achievements to be materially different from those expressed or implied by such forward-looking statements. Such factors include, without limitation: price volatility in the spot and forward markets for metals and other commodities; discrepancies between actual and estimated production, between actual and estimated costs, between actual and expected reductions in AISC, between actual and estimated mineral reserves and mineral resources and between actual and estimated metallurgical recoveries; equipment malfunction, failure or unavailability; accidents; the speculative nature of mineral exploration and development, including the risks of obtaining and maintaining the validity and enforceability of the necessary licenses and permits and complying with the permitting requirements of each jurisdiction in which we operate, including, but not limited to: uncertainties and unanticipated delays associated with obtaining and maintaining necessary licenses, permits and authorizations and complying with permitting requirements; changes in project parameters as plans continue to be refined; changing costs, timelines and development schedules as it relates to construction; not being able to complete our construction projects at the Rainy River Mine or the New Afton Mine on the anticipated timeline or at all; the ability to successfully implement strategic plans; volatility in the market price of our securities; changes in national and local government legislation in the countries in which we do or may in the future carry on business; compliance with public company disclosure obligations; controls, regulations and political or economic developments in the countries in which we do or may in the future carry on business; our dependence on the Rainy River Mine and the New Afton Mine; not being able to complete our exploration drilling programs on the anticipated timeline or at all; inadequate water management and stewardship; tailings storage facilities and structure failures; failing to complete stabilization projects according to plan; geotechnical instability and conditions; disruptions to our workforce at either the Rainy River Mine or the New Afton Mine, or both; significant capital requirements and the availability and management of capital resources; additional funding requirements; diminishing quantities or grades of mineral reserves and mineral resources; actual results of current exploration or reclamation activities; uncertainties inherent to mining economic studies including the technical reports for the Rainy River Mine and the New Afton Mine; impairment; unexpected delays and costs inherent to consulting and accommodating rights of First Nations and other Indigenous groups; climate change, environmental risks and hazards and our response thereto; ability to obtain and maintain sufficient insurance; management and reporting of environmental, social and governance matters; actual results of current exploration or reclamation activities; fluctuations in the international currency markets and in the rates of exchange of the currencies of Canada and the United States; global economic and financial conditions and any global or local natural events that may impede the economy or our ability to carry on business in the normal course; inflation; tariffs; compliance with debt obligations and maintaining sufficient liquidity; the responses of the relevant governments to any disease, epidemic or pandemic outbreak not being sufficient to contain the impact of such outbreak; disruptions to our supply chain and workforce due to any disease, epidemic or pandemic outbreak; an economic recession or downturn as a result of any disease, epidemic or pandemic outbreak that materially adversely affects our operations or liquidity position; taxation; fluctuation in treatment and refining charges; transportation and processing of unrefined products; rising costs or availability of labor, supplies, fuel and equipment; information systems security threats; adequate infrastructure; relationships with communities, governments and other stakeholders; perceived reputation amongst stakeholders; labor disputes; effectiveness of supply chain due diligence; the uncertainties inherent in current and future legal challenges to which we are or may become a party; defective title to mineral claims or property or contests over claims to mineral properties; competition; loss of, or inability to

attract, key employees; risks with respect to our compensation systems; use of derivative products and hedging transactions; reliance on third-party contractors; counterparty risk and the performance of third party service providers; investment risks and uncertainty relating to the value of equity investments in public companies held by us from time to time; the adequacy of internal and disclosure controls; conflicts of interest; the lack of certainty with respect to foreign operations and legal systems, which may not be immune from the influence of political pressure, corruption or other factors that are inconsistent with the rule of law; and the successful acquisitions and integration of business arrangements and realizing the intended benefits therefrom. In addition, there are risks and hazards associated with the business of mineral exploration, development, construction, operation and mining, including environmental events and hazards, industrial accidents, unusual or unexpected formations, pressures, cave-ins, flooding or drought and gold bullion losses (and, in each case, the risk of inadequate insurance or inability to obtain insurance to cover these risks) as well as other risks, uncertainties and other factors, including, without limitation, those referred to in the Annual Information Form under the heading “Risk factors.”

Forward-looking statements are not guarantees of future performance, and actual results and future events could materially differ from those anticipated in such statements. All of the forward-looking statements contained in this Offer to Purchase, including the documents incorporated by reference herein, are qualified by these cautionary statements.

Although we have attempted to identify important factors that could cause actual results to differ materially from those contained in the forward-looking statements, there may be other factors that cause actual results to differ materially from those which are anticipated, estimated, or intended. There can be no assurance that such statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. You should not place undue reliance on forward-looking statements. We expressly disclaim any intention or obligation to update or revise any forward-looking statements whether as a result of new information, events or otherwise, except in accordance with applicable securities laws.

## **THE OFFEROR**

New Gold is a Canadian-focused intermediate mining company with a portfolio of two core producing assets in Canada, the Rainy River gold mine and the New Afton copper-gold mine.

New Gold's head office is located at 181 Bay Street, Suite 3320, Toronto, Ontario, M5J 2T3, and its telephone number at that address is (416) 324-6000.

## **PRINCIPAL TERMS OF THE TENDER OFFER**

### **General**

The Offeror is offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer Documents, the outstanding Notes set forth on the front cover of this Offer to Purchase. The Offer to Purchase consists of an offer by New Gold to purchase for cash any and all of its outstanding 7.50% Senior Notes due 2027. Certain subsidiaries of New Gold have fully and unconditionally guaranteed the Notes.

The purchase price offered for each \$1,000 principal amount of Notes subject to the Tender Offer validly tendered and not validly withdrawn before the Expiration Time and accepted for purchase is the Purchase Price set forth in the table on the front cover of this Offer to Purchase, which will be payable on the Settlement Date. In no event will the Purchase Price be paid prior to the Expiration Time.

A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the procedures for guaranteed delivery set forth below under “—Procedures for Tendering Notes—Guaranteed Delivery.”

Upon the terms and subject to the conditions of the Tender Offer, in addition to the Purchase Price, Holders who validly tender and do not validly withdraw their Notes and whose Notes are accepted for purchase pursuant to the Tender Offer will also be paid the Accrued Interest thereon. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC.

The Offeror's obligation to pay the Purchase Price plus Accrued Interest is conditioned, among other things, on the satisfaction or waiver of certain conditions, as set forth in the section titled “—Conditions of the Tender Offer.” The Offeror reserves the right, in its sole discretion, to waive or modify any one or more of the conditions to the Tender Offer in whole or in part at any time before the date that any Notes are first accepted for purchase. The Tender Offer is not conditioned on any minimum amount of Notes being tendered.

Any Notes tendered but not purchased will be returned to the Holders at the Offeror's expense promptly following the earlier of the Expiration Time or the date on which the Tender Offer is terminated or withdrawn, and will remain outstanding.

### **Purchase Price**

The Purchase Price for the Notes is set forth in the table on the cover page of this Offer to Purchase.

In addition to the Purchase Price paid to Holders of Notes, Holders will be paid the Accrued Interest thereon per \$1,000 principal amount of Notes sold pursuant to the Tender Offer.

### **Purpose of the Tender Offer**

The purpose of the Tender Offer is to retire any and all of the Notes. Any Notes that are tendered and accepted in the Tender Offer will be retired and canceled. See “Certain Considerations—The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes.”

**We intend, but are not obligated, to redeem any Notes that are not tendered in the Tender Offer on or about July 15, 2025, at the then-applicable redemption price of 100.00% of the principal amount, plus accrued and unpaid interest to the redemption date.** Upon the consummation of the Tender Offer and if we subsequently redeem the Notes that are not tendered in the Tender Offer as we intend, none of the Notes will remain outstanding. Neither this Offer to Purchase nor anything contained herein is a notice of redemption in respect of the Notes.

### **Conditions of the Tender Offer**

Notwithstanding any other provision of the Tender Offer, the Offeror's obligation to accept for purchase, and to pay for, any Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is conditioned upon the following (unless otherwise waived by the Offeror prior to the Settlement Date):

- the completion of a contemporaneously announced offering of \$400 million principal amount of senior notes by New Gold on terms and conditions (including, but not limited to, the amount of proceeds raised in such offering) satisfactory to New Gold (the "*Financing Condition*"); and
- none of the following shall have occurred (the "*General Conditions*" and, together with the Financing Condition, the "*Conditions*"):
  - (i) any general suspension of trading in, or limitation on prices for, securities in the United States or Canadian securities or financial markets, (ii) a material impairment in the trading market for debt securities, (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or Canada (whether or not mandatory), (iv) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States or Canada, (v) any attack on, outbreak or escalation of hostilities or acts of terrorism involving the United States or Canada that would reasonably be expected to have a materially disproportionate effect on New Gold's (or its subsidiaries') business, operations, condition or prospects relative to other companies in the same industry, or (vi) any significant adverse change in the United States or Canadian securities or financial markets generally, or, in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof;
- the existence of any order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that either:
  - challenges the making of the Tender Offer or would (or would be reasonably likely to) prohibit, prevent, restrict or delay, or otherwise adversely affect in any material manner, the Tender Offer; or
  - in the Offeror's reasonable judgment, is (or is reasonably likely to be) materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of New Gold or its subsidiaries;
- any instituted or pending action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, that challenges the making of the Tender Offer or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of the Tender Offer or otherwise adversely affects the Tender Offer in any material manner;
- any other actual or threatened legal impediment to the Tender Offer or any other circumstances that would materially adversely affect the transactions contemplated by the Tender Offer, or the contemplated benefits of the Tender Offer to the Offeror or its affiliates;

- any event or events or the likely occurrence of an event or events that would or might reasonably be expected to prohibit, restrict or delay the consummation of the Tender Offer or materially impair the contemplated benefits of the Tender Offer; or
- the trustee for the Notes shall not have objected in any respect to, or taken any action that would be reasonably likely to materially and adversely affect, the consummation of the Tender Offer, or taken any action that challenges the validity or effectiveness of the procedures used by the Offeror in the making of the Tender Offer or in the acceptance of Notes.

The Conditions are solely for the Offeror's benefit and may be asserted by the Offeror, in its sole discretion, regardless of the circumstances giving rise to any such condition, including any action or inaction by the Offeror, and may be waived by the Offeror, in whole or in part, at any time and from time to time before the Settlement Date. The Offeror's failure at any time to exercise any of its rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time.

Subject to applicable law, the Offeror expressly reserves the right, in its sole discretion, to terminate or withdraw the Tender Offer at any time with respect to the Notes. If the Offeror terminates or withdraws the Tender Offer, it will give immediate notice to the Tender Agent and all of the Notes theretofore tendered pursuant to the Tender Offer and not accepted for payment will be returned promptly to the tendering Holders thereof. See "—Withdrawal of Tenders" below.

### **Procedures for Tendering Notes**

#### *Expiration Time; Extensions; Amendments*

The Tender Offer will expire at the Expiration Time. The Offeror, in its sole discretion, may extend the Expiration Time for any purpose, including to permit the satisfaction or waiver of all conditions to the Tender Offer. To extend the Expiration Time, the Offeror will notify the Tender Agent and will make a public announcement thereof before 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time. Such announcement will state that the Offeror is extending the Tender Offer for a specified period or on a daily basis. Without limiting the manner in which the Offeror may choose to make a public announcement of any extension, amendment or termination of the Tender Offer, the Offeror will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release.

The Offeror expressly reserves the right, subject to applicable law, to:

- delay accepting any Notes, to extend the Tender Offer period or to terminate or withdraw the Tender Offer and not accept Notes; and
- amend, modify or waive at any time, or from time to time, the terms of the Tender Offer, including waiver of any conditions to consummation of the Tender Offer.

If the Offeror exercises any such right, the Offeror will give written notice thereof to the Tender Agent and will make a public announcement thereof as promptly as practicable. The minimum period during which the Tender Offer will remain open following material changes in the terms of the Tender Offer or in the information concerning the Tender Offer will depend upon the facts and circumstances of such change, including the relative materiality of the changes. With respect to any material change in the Purchase Price, the Offeror will extend the Expiration Time by at least five business days, if the Tender Offer would otherwise expire during such period. If any of the terms of the Tender Offer are amended in a manner determined by the Offeror to constitute a material change adversely affecting any Holder, the Offeror will disclose any such amendment in a press release at or prior to 10:00 a.m., New York City time, on the day of such amendment, and the Offeror will extend the Tender Offer for at least three business days, if the Tender Offer would otherwise expire during such time period.



### *How to Tender Notes*

All Notes are held in book-entry form.

Any beneficial owner whose Notes are held in book-entry form through a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes should contact such broker, bank, dealer or other nominee promptly and instruct such nominee to submit instructions on such beneficial owner's behalf. In some cases, the bank, broker, dealer or other nominee may request submission of such instructions on a Beneficial Owner's Instruction Form. Please check with your nominee to determine the procedures for such firm.

Any acceptance of an Agent's Message (defined below) transmitted through ATOP is at the election and risk of the person transmitting an Agent's Message and delivery will be deemed made only when actually received by the Tender Agent. Delivery of tendered Notes must be made to the Tender Agent pursuant to the book-entry delivery procedures set forth below or the tendering DTC participant must comply with the guaranteed delivery procedures set forth below. There is no letter of transmittal for the Tender Offer.

The tender by a Holder pursuant to the procedures set forth herein will constitute an agreement between such Holder and the Offeror in accordance with the terms and subject to the conditions set forth herein. Except as otherwise provided herein, delivery of Notes in book-entry form will be deemed made only when the Agent's Message is actually received by the Tender Agent. No documents should be sent to the Offeror or any of the Dealer Managers.

### *Book-Entry Transfer*

The Tender Agent will establish an account with respect to the Notes at DTC for purposes of the Tender Offer, and any financial institution that is a participant in DTC may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender Agent's account in accordance with DTC's procedures for such transfer. However, although delivery of Notes may be effected through book-entry transfer into the Tender Agent's account at DTC, an Agent's Message, and any other required documents, must, in any case, be transmitted to and received by the Tender Agent at its address set forth on the back cover of this Offer to Purchase before the Expiration Time or the guaranteed delivery procedures described under "—Guaranteed Delivery" must be complied with. The confirmation of a book-entry transfer into the Tender Agent's account at DTC as described above is referred to herein as a "Book-Entry Confirmation." There is no letter of transmittal for the Tender Offer. **Delivery of documents to DTC does not constitute delivery to the Tender Agent.**

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Tender Agent and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC described in such Agent's Message, stating (i) the aggregate principal amount of Notes that have been tendered by such participant pursuant to the Tender Offer, (ii) that such participant has received the Offer Documents and agrees to be bound by the terms the Tender Offer and (iii) that the Offeror may enforce such agreement against such participant.

### *Guaranteed Delivery*

If a Holder desires to tender Notes pursuant to the Tender Offer and (1) time will not permit such Holder's required documents to reach the Tender Agent prior to the Expiration Time or (2) such Holder cannot complete the procedures for book-entry transfer prior to the Expiration Time, such Holder may effect a tender of Notes if all of the following are complied with:

- such tender is made by or through an Eligible Institution (defined below);
- prior to the Expiration Time, the Tender Agent has received from such Eligible Institution, at the address of the Tender Agent set forth on the last page of this Offer to Purchase, a physical copy of a properly completed and duly executed Notice of Guaranteed Delivery (by manually signed facsimile transmission, mail or hand delivery) in substantially the form provided by New Gold setting forth the

name and address of the DTC participant tendering Notes of behalf of the Holder(s) and the principal amount of Notes being tendered and guaranteeing that, no later than the close of business on the second business day after the Expiration Time, a properly transmitted Agent's Message, together with confirmation of book-entry transfer thereof pursuant to the procedures set forth under the caption "—Procedures for Tendering Notes—Book Entry Transfer," and any other required documents, will be deposited by such Eligible Institution with the Tender Agent; and

- a properly transmitted Agent's Message, together with confirmation of book-entry transfer thereof pursuant to the procedures set forth under the caption "—Procedures for Tendering Notes—Book Entry Transfer," and all other required documents are received by the Tender Agent no later than the close of business on the second business day after the Expiration Time.

Notwithstanding the foregoing, if the ATOP procedures are used to tender Notes, the tendering DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, such DTC participant will be bound by the terms of the Notice of Guaranteed Delivery just as if it had completed and physically delivered such document.

Interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer, including those tendered through the guaranteed delivery procedures.

"Eligible Institution" means a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, a commercial bank or trust company having an office or correspondent in the United States or an "Eligible Guarantor Institution" within the meaning of Rule 17Ad-15(a)(2) under the Exchange Act. In the Offer Documents, the term "business day" means any day, other than Saturday, Sunday or a U.S. federal holiday.

The Eligible Institution that tenders Notes by guaranteed delivery must comply with DTC's applicable procedures and must deliver the Agent's Message, together with confirmation of book-entry transfer thereof, to the Tender Agent within the time period stated above. Failure to do so will result in an invalid tender of the related Notes and could result in a financial loss to such Eligible Institution.

**Guaranteed deliveries will expire at 5:00 p.m., New York City time, on March 17, 2025, and the settlement date for Notes purchased in guaranteed deliveries will take place on March 18, 2025, in each case unless the Expiration Time is extended.**

*Your Representations and Warranties; the Offeror's Acceptance Constitutes an Agreement*

A tender of Notes under the procedures described above will constitute your acceptance of the terms and conditions of the Tender Offer. In addition, by instructing your custodian or nominee to tender your Notes in the Tender Offer, you are representing, warranting and agreeing that:

- you have received the Offer Documents and agree to be bound by all the terms and conditions of the Tender Offer;
- you have full power and authority to tender, sell, assign and transfer your Notes;
- you have assigned and transferred the Notes to the Tender Agent and constitute and appoint the Tender Agent as your true and lawful agent and attorney-in-fact to cause your Notes to be tendered in the Tender Offer, that power of attorney being irrevocable and coupled with an interest;
- your Notes are being tendered, and will, when accepted by the Tender Agent, be free and clear of all charges, liens, restrictions, claims, equitable interests and encumbrances, other than your claims as a Holder under the express terms of the Tender Offer; and

- you will, upon the Offeror's request or the request of the Tender Agent, as applicable, execute and deliver any additional documents necessary or desirable for the completion of the tender of the Notes.

Your custodian or other nominee, by delivering, or causing to be delivered, the Notes and the completed Agent's Message or Notice of Guaranteed Delivery to the Tender Agent is representing and warranting that you, as owner of the Notes, have represented, warranted and agreed to each of the above.

The Offeror's acceptance for payment of Notes tendered under the Tender Offer will constitute a binding agreement between you and the Offeror upon the terms and conditions of the Tender Offer described in the Offer Documents.

*Acceptance of Notes for Purchase; Payment of Notes*

Upon the terms and subject to the conditions of the Tender Offer, the Offeror will accept for purchase, and pay for, Notes validly tendered and not validly withdrawn upon the satisfaction or waiver of the conditions to the Tender Offer specified under "Principal Terms of the Tender Offer—Conditions of the Tender Offer." Such Offeror will promptly pay for Notes accepted for purchase on the terms set forth herein. In all cases, payment for Notes accepted for purchase pursuant to the Tender Offer will be made only after confirmation of book-entry transfer thereof.

The Offeror expressly reserves the right, in its sole discretion, but subject to applicable law, to (1) delay acceptance for purchase of Notes tendered under the Tender Offer or the payment for Notes accepted for purchase (subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pay the consideration offered or return Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the Tender Offer), or (2) terminate or withdraw the Tender Offer at any time.

For purposes of the Tender Offer, the Offeror will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which the Offeror has waived such defect) if, as, and when the Offeror gives oral (promptly confirmed in writing) or written notice thereof to the Tender Agent. With respect to tendered Notes that are to be returned to Holders, such Notes will be returned without expense to the tendering Holder promptly (or, in the case of Notes tendered by book-entry transfer, such Notes will be credited to the account maintained at DTC from which such Notes were delivered) after the expiration or termination or withdrawal of the Tender Offer.

The Offeror will pay for Notes tendered via the ATOP procedures and accepted for purchase in the Tender Offer by depositing such payment in cash with the Tender Agent or, upon its instructions, DTC, which will act as agent for the tendering Holders for the purpose of receiving tenders of Notes, the Purchase Price and Accrued Interest and transmitting the Purchase Price and Accrued Interest to such Holders. Upon the terms and subject to the conditions of the Tender Offer, delivery by the Offeror to the Tender Agent or DTC, as the case may be, of the Purchase Price and Accrued Interest for Notes tendered via the ATOP procedures and accepted for purchase in the Tender Offer will be made on the Settlement Date.

Notes may be tendered and guarantees may be delivered only in principal amounts equal to the minimum authorized denomination, which is \$2,000 and integral multiples of \$1,000 in excess of the minimum authorized denomination. Alternative, conditional or contingent tenders will not be considered valid. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination of \$2,000.

By tendering their notes, Holders will be deemed to waive any right to receive any notice of the acceptance of their Notes for purchase.

If, for any reason, acceptance for purchase of, or payment for, validly tendered Notes pursuant to the Tender Offer is delayed, or the Offeror is unable to accept for purchase or to pay for validly tendered Notes pursuant to the Tender Offer, then the Tender Agent may, nevertheless, on behalf of the Offeror, retain the Notes tendered in book-entry form, without prejudice to the rights of the Offeror described above under "—Procedures For Tendering Notes—Expiration Time; Extensions; Amendments" and under "—Conditions of the Tender Offer" above and "—

Withdrawal of Tenders” below, but subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pay the consideration offered or return the Notes tendered promptly after the termination or withdrawal of the Tender Offer.

If any Notes tendered pursuant to the ATOP procedures are not accepted for payment for any reason pursuant to the terms and conditions of the Tender Offer, such Notes will be credited to an account maintained at DTC, designated by the participant therein who so delivered such Notes, promptly following the Expiration Time or the termination or withdrawal of the Tender Offer.

The Offeror may transfer or assign, in whole or from time to time in part, to one or more of its affiliates or any third party the right to purchase all or any of the Notes tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve the Offeror of its obligations under the Tender Offer and will in no way prejudice the rights of tendering Holders to receive payment for Notes validly tendered and not validly withdrawn and accepted for payment pursuant to the Tender Offer.

Holders of Notes tendered and accepted for payment pursuant to the Tender Offer will be entitled to Accrued Interest payable on the Settlement Date. Under no circumstances will any additional interest be payable because of any delay by the Tender Agent or DTC in the transmission of funds to the Holders of purchased Notes or otherwise.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Offeror, the Dealer Managers, the Tender Agent or Information Agent, or to pay transfer taxes with respect to the purchase of their Notes. If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should ask your broker, dealer, commercial bank, trust company or other nominee if you will be charged a fee to tender your Notes through such broker, dealer, commercial bank, trust company or other nominee. The Offeror will pay all other charges and expenses in connection with the Tender Offer. See “The Dealer Managers, the Tender Agent and the Information Agent.”

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes pursuant to any of the procedures described above will be determined by the Offeror in its sole discretion (whose determination shall be final and binding). The Offeror expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all tenders of the Notes determined by it not to be in proper form or if the acceptance for payment of, or payment for, such Notes may, in the opinion of the Offeror, be unlawful. The Offeror also reserves the absolute right, in its sole discretion, subject to applicable law, to waive or amend any of the conditions of this Offer to Purchase or to waive any defect or irregularity in any tender with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Offeror’s interpretation of the terms and conditions of this Offer to Purchase and any other Offer Document will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Offeror determines, unless waived by the Offeror. Tenders of Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Offeror or cured. None of the Offeror, the Trustee, any of the Dealer Managers, the Tender Agent, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

#### *Backup Withholding and Information Reporting*

For a summary of certain backup withholding and information reporting requirements applicable to tendering Holders, see “Certain United States Federal Income Tax Consequences.”

#### **Withdrawal of Tenders**

Notes subject to the Tender Offer may be validly withdrawn at any time before the earlier of (i) the Expiration Time, or (ii) if the Tender Offer is extended, the 10<sup>th</sup> business day after commencement of the Tender Offer. Notes subject to the Tender Offer may also be validly withdrawn in the event the Tender Offer has not been

consummated within 60 business days after commencement. If the Tender Offer is terminated or withdrawn, the Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

For a withdrawal of Notes tendered via the ATOP procedures to be effective, the Tender Agent must receive a written or facsimile transmission withdrawal notice before the applicable time described above by a properly transmitted “Request Message” through ATOP. Any such notice of withdrawal must (i) specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes, (ii) contain the description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes, (iii) if other than a notice transmitted through ATOP, be signed by the Holder of such Notes in the same manner as the original signature by which such notes were tendered (including any required signature guarantees), or be accompanied by (x) documents of transfer sufficient to have the trustee for such Notes register the transfer of the Notes into the name of the person withdrawing such Notes and (y) a properly completed irrevocable proxy authorizing such person to effect such withdrawal on behalf of such Holder, and (iv) specify the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes.

Holders may not rescind their withdrawal of tenders of Notes, and any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Notes validly withdrawn may thereafter be retendered at any time before the Expiration Time by following the procedures described under “—Procedures for Tendering Notes.”

The Offeror will determine all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, in its sole discretion, which determination shall be final and binding. The Offeror expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all attempted withdrawals of the Notes determined by it not to be in proper form or if the withdrawal of such Notes may, in the opinion of the Offeror, be unlawful. The Offeror also reserves the absolute right, in its sole discretion, subject to applicable law, to waive any defect or irregularity in any withdrawal with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. None of the Offeror, the Trustee, any of the Dealer Managers, the Tender Agent, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

If the Offeror is delayed in its acceptance for purchase of, or payment for, any Notes or is unable to accept for purchase or pay for any Notes pursuant to the Tender Offer for any reason, then, without prejudice to the Offeror’s rights hereunder, but subject to applicable law, tendered Notes may be retained by the Tender Agent on behalf of the Offeror and may not be validly withdrawn (subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pay the consideration offered or return the Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the Tender Offer).

The Notes are debt obligations of New Gold. The Notes are governed by the Indenture dated as of June 24, 2020 among New Gold, the guarantors party thereto and Computershare Trust Company, National Association, as trustee (the “Trustee”). There are no appraisal or other similar statutory rights available to Holders in connection with the Tender Offer.

The Tender Agent will return to tendering Holders all Notes in respect of which it has received valid and timely withdrawal instructions, promptly after it receives such instructions.

Holders can withdraw the tender of their Notes only in accordance with the foregoing procedures.

## **CERTAIN CONSIDERATIONS**

In deciding whether to participate in the Tender Offer, each Holder should consider carefully, in addition to the other information contained in this Offer to Purchase, the following:

### **Position of the Offeror Concerning the Tender Offer**

None of the Offeror, the Trustee, any of the Dealer Managers, the Tender Agent or the Information Agent makes any recommendation to any Holder whether to tender or refrain from tendering any or all of such Holder's Notes, and none of them has authorized any person to make any such recommendation. Holders should evaluate carefully all information in the Offer Documents, consult their own investment and tax advisors and make their own decisions whether to tender Notes.

### **The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes**

All Notes validly tendered and accepted in the Tender Offer will be retired and canceled. Historically, the trading market for the Notes has been limited. To the extent that Notes are tendered and accepted in the Tender Offer, the trading market for Notes will likely become further limited. A bid for a debt security with a smaller outstanding principal amount available for trading (a smaller "*float*") may be lower than a bid for a comparable debt security with a greater float. Therefore, the market price for and liquidity of Notes not tendered or tendered but not purchased may be affected adversely to the extent that the principal amount of Notes purchased pursuant to the Tender Offer reduces the float. The reduced float may also tend to make the trading price more volatile.

Holdings of unpurchased Notes may attempt to obtain quotations for their Notes from their brokers; however, there can be no assurance that an active trading market will exist for Notes following consummation of Tender Offer. The extent of the public market for Notes following consummation of the Tender Offer will depend upon a number of factors, including the size of the float, the number of Holders remaining at such time, and the interest in maintaining a market in Notes on the part of securities firms.

### **Conditions to the Consummation of the Tender Offer**

The consummation of the Tender Offer is subject to the satisfaction of several conditions. See "Principal Terms of the Tender Offer—Conditions of the Tender Offer." There can be no assurance that such conditions will be met or that, in the event that the Tender Offer is not consummated, the market value and liquidity of the Notes will not be materially adversely affected.

### **Treatment of Notes Not Tendered in the Tender Offer**

Notes not tendered and purchased in the Tender Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the indenture governing the Notes, will remain unchanged. No amendments to these documents are being sought.

However, we intend, but are not obligated, to redeem any Notes that are not tendered in the Tender Offer. We currently expect the redemption date for the Notes to be on or about July 15, 2025 at the then-applicable redemption price of 100.0% of the principal amount plus accrued and unpaid interest to the redemption date. Notes acquired by us in the Tender Offer will be canceled and Holders of such Notes will not be entitled to any payment in connection with such redemption. Upon the consummation of the Tender Offer and if we subsequently redeem the Notes that are not tendered in the Tender Offer as we intend, none of the Notes will remain outstanding.

## **SOURCE OF FUNDS**

The Offeror expects to obtain the funds required to consummate the Tender Offer from the issuance of new senior unsecured notes. See “Principal Terms of the Tender Offer—Conditions of the Tender Offer.”

## CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following discussion summarizes certain U.S. federal income tax consequences of the Tender Offer that may be relevant to beneficial owners of the Notes but does not purport to be a complete analysis of all the potential U.S. federal income tax consequences related thereto. This discussion is based upon the provisions of the Internal Revenue Code of 1986, as amended (the “*Code*”), U.S. Treasury Regulations promulgated thereunder (“*Treasury Regulations*”), judicial authority and administrative interpretations, all as of the date of this Offer to Purchase and all of which are subject to change, possibly with retroactive effect, or are subject to different interpretations. We cannot assure you that the Internal Revenue Service (the “*IRS*”) will not challenge one or more of the U.S. federal income tax consequences described in this discussion, and we have not obtained, nor do we intend to obtain, a ruling from the IRS or an opinion of counsel with respect to the U.S. federal income tax consequences described in this discussion.

This discussion is limited to holders who hold the Notes as capital assets for U.S. federal income tax purposes (generally, property held for investment). This discussion does not address any U.S. federal tax consequences (such as estate and gift tax consequences) other than U.S. federal income tax consequences, or the tax consequences arising under the laws of any foreign, state, local or other jurisdiction or under any income tax treaty. In addition, this discussion does not address all U.S. federal income tax consequences that may be important to a particular holder in light of the holder’s circumstances, or to certain categories of investors that may be subject to special rules, such as:

- dealers in securities or currencies;
- traders in securities that have elected the mark-to-market method of accounting for their securities;
- U.S. holders (as defined below) whose functional currency is not the U.S. dollar;
- persons holding Notes as part of a hedge, straddle, conversion or other “synthetic security” or integrated transaction;
- former U.S. citizens or long-term residents of the United States;
- banks or other financial institutions;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- persons subject to the alternative minimum tax;
- U.S. holders who hold their Notes through foreign brokers or other foreign intermediaries;
- entities that are tax-exempt for U.S. federal income tax purposes;
- “controlled foreign corporations,” “passive foreign investment companies” and corporations that accumulate earnings to avoid U.S. federal income tax;
- persons deemed to sell the Notes under the constructive sale provisions of the Code;
- holders who participate in the Tender Offer and also purchase senior notes in the contemporaneous senior notes offering;



- persons required to accelerate the recognition of any item of gross income with respect to the Notes as a result of such income being recognized on an “applicable financial statement” (within the meaning of Section 451(b) of the Code);
- investors holding the Notes through individual retirement accounts and other tax-deferred accounts; and
- partnerships (including entities or arrangements treated as partnerships for U.S. federal income tax purposes) and other pass-through entities and holders of interests therein.

If a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Notes, the U.S. federal income tax treatment of a partner of the partnership or other beneficial owner in the partnership or other pass-through entity generally will depend upon the status of the partner or other beneficial owner and the activities of the partnership or other pass-through entity and certain determinations made at the partner level. If you are a partner of such a partnership or other beneficial owner in the partnership or other pass-through entity holding Notes, you are urged to consult your own tax advisor about the U.S. federal income tax consequences of the Tender Offer.

We believe, and the following discussion assumes, that the Notes are not instruments subject to the U.S. Treasury Regulations that apply to “contingent payment debt instruments.” If they were so treated, the tax consequences to a tendering holder upon the sale of Notes pursuant to the Tender Offer could differ from those discussed below. You are urged to consult your own tax advisor regarding the possible application of the contingent payment debt instrument rules to the Notes.

**INVESTORS CONSIDERING THE SALE OF NOTES PURSUANT TO THE TENDER OFFER ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE SALE OF NOTES PURSUANT TO THE TENDER OFFER UNDER OTHER U.S. FEDERAL TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR FOREIGN JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.**

#### **Tax Consequences to Tendering U.S. Holders**

The following summary will apply to you if you are a U.S. holder of the Notes. You are a “U.S. holder” for purposes of this discussion if you are a beneficial owner of a Note and you are for U.S. federal income tax purposes:

- an individual who is a U.S. citizen or U.S. resident alien;
- a corporation that was created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust (1) if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (within the meaning of Section 7701(a) of the Code) have the authority to control all substantial decisions of the trust, or (2) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person for U.S. federal income tax purposes.

#### *Tender of Notes Pursuant to the Tender Offer*

The receipt of cash by a U.S. holder in exchange for Notes pursuant to the Tender Offer will be a taxable transaction for U.S. federal income tax purposes. In general, a U.S. holder that receives cash for Notes pursuant to the Tender Offer will recognize gain or loss equal to the difference, if any, between (i) the amount of cash received (excluding any amounts attributable to accrued but unpaid interest, which will be taxable as ordinary income to the

extent not previously included in such U.S. holder's income) and (ii) such U.S. holder's adjusted tax basis in such Notes. A U.S. holder's adjusted tax basis in a Note is generally equal to the price such holder paid for the Note, increased by any market discount (as described below) previously included in such U.S. holder's gross income with respect to the Note and decreased (but not below zero) by any amortizable bond premium which the U.S. holder has previously deducted with respect to the Note and any payments received on the Note, other than payments of "qualified stated interest" (as defined in applicable Treasury Regulations). Amortizable bond premium is generally defined as the excess of a U.S. holder's tax basis in the Note immediately after its acquisition by such U.S. holder over the principal amount of the Note. Subject to the discussion below regarding market discount, any gain or loss recognized on a tender of a Note will generally be capital gain or loss and will be long-term capital gain or loss if the U.S. holder's holding period in the Note, for U.S. federal income tax purposes, is more than one year at the time of the disposition pursuant to the Tender Offer. Long-term capital gains recognized by certain non-corporate U.S. holders currently are eligible for reduced rates of taxation. The deductibility of capital losses may be subject to limitation. U.S. Holders are urged to consult their own tax advisors regarding such limitations.

#### *Market Discount*

Any gain recognized by a tendering U.S. holder will be treated as ordinary income rather than capital gain to the extent of any market discount on the Notes that has accrued during the period that the tendering U.S. holder held the Notes and that has not previously been included in income by the U.S. holder. A Note generally will be considered to be acquired with market discount if it was acquired other than on original issue and if the U.S. holder's initial tax basis in the Note was less than the principal amount of the Note by at least a specified de minimis amount. Market discount accrues on a ratable basis, unless the U.S. holder elects to accrue the market discount using a constant-yield method. U.S. holders are urged to consult their tax advisors as to the portion of any gain that could be taxable as ordinary income under the market discount rules.

#### *Foreign Tax Credit Implications*

For purposes of computing the foreign tax credit allowable to a U.S. holder under U.S. federal income tax laws, amounts received by a U.S. holder pursuant to the Tender Offer with respect to accrued and unpaid interest on a Note and any accrued market discount on a Note that has not previously been included in income pursuant to an election to do so generally will constitute foreign source income and generally will be considered "passive category income" and gain or loss on the sale of a Note pursuant to the Tender Offer generally will be treated as U.S. source income or loss. There are significant complex limitations on a U.S. Holder's ability to claim a foreign tax credit (or a deduction in lieu of such credit). U.S. Holders are urged to consult their own tax advisors regarding the availability of foreign tax credit or deductions with respect to the Notes pursuant to the Tender Offer generally and in their particular circumstances.

#### *Information Reporting and Backup Withholding*

The receipt of proceeds (including amounts attributable to accrued but unpaid interest or market discount) on the sale or other disposition (including a retirement or redemption) of a note, in each case when made within the United States or through certain U.S.-related financial intermediaries generally are subject to information reporting, and may be subject to backup withholding, currently at a rate of 24%, if a U.S. Holder fails (i) to furnish its taxpayer identification number, (ii) to certify that such number is correct, (iii) to certify that such U.S. Holder is not subject to backup withholding or (iv) to otherwise comply with the applicable requirements of the U.S. federal backup withholding rules.

Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules is allowable as a credit against your U.S. federal income tax liability, if any, and a refund may be obtained from the IRS if the amounts withheld exceed your actual U.S. federal income tax liability and you timely provide the required information or appropriate claim form to the IRS. U.S. Holders are urged to consult their tax advisors regarding their qualifications for an exemption from backup withholding and the procedures for obtaining such an exemption, if applicable.

### **Consequences to Non-Tendering Holders**

U.S. holders whose Notes are not purchased by us pursuant to the Tender Offer will not incur any U.S. federal income tax liability as a result of the consummation of the Tender Offer and will have the same adjusted tax basis and holding period in their Notes as they had before the Tender Offer.

THE PRECEDING DISCUSSION OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. WE URGE YOU TO CONSULT YOUR OWN TAX ADVISOR REGARDING THE PARTICULAR U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE SALE OF NOTES PURSUANT TO THE TENDER OFFER, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS AND THE CONSEQUENCES UNDER ANY APPLICABLE TAX TREATY.

## CERTAIN CANADIAN FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the principal Canadian federal income tax consequences under the *Income Tax Act* (Canada) and the regulations thereunder (together, the “*Tax Act*”) generally applicable to a Holder who tenders Notes pursuant to the Tender Offer and (i) whose Notes are capital property to such Holder for purposes of the Tax Act, (ii) who is the beneficial owner of the Notes, including entitlements to all payments thereunder, and (iii) who deals at arm’s length and is not affiliated with the Company (a “*Noteholder*”). Generally, the Notes will constitute capital property to a Noteholder provided the Noteholder does not hold the Notes in the course of carrying on a business and did not acquire the Notes as part of an adventure or concern in the nature of trade.

This summary is based on the current provisions of the Tax Act, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “*Proposed Tax Amendments*”) and the current administrative policies and assessing practices of the Canada Revenue Agency published in writing and publicly available prior to the date hereof. Except as expressly noted, this summary assumes that any Proposed Tax Amendments will be enacted in the form proposed; however, no assurances can be given that the Proposed Tax Amendments will be enacted in the form proposed or at all. Except for the Proposed Tax Amendments, this summary does not take into account or anticipate any changes in law, administrative policy or assessing practice, whether by judicial, legislative, governmental or administrative decision or action, nor does it take into account any other federal or any provincial, territorial or foreign tax legislation or considerations, which may differ from the Canadian federal income tax considerations discussed herein.

**This summary is of a general nature only and is not intended to be legal or tax advice to any particular Holder. This summary is not exhaustive of all possible Canadian federal income tax considerations that may be relevant to a particular Holder. No representations with respect to the Canadian income tax consequences to any particular Holder are made. Accordingly, Holders should consult their own tax advisors having regard to their particular circumstances.**

### Currency Conversion

The Notes are denominated in United States dollars. For the purposes of the Tax Act, each amount relating to the acquisition, holding or disposition of the Notes, including interest, proceeds of disposition and adjusted cost base, generally must be expressed in Canadian dollars. Any amount denominated in a currency other than Canadian dollars must be converted into Canadian dollars, generally at the exchange rate quoted by the Bank of Canada as its daily rate for the date the amount arose, or such other rate as is acceptable to the Minister of National Revenue.

### Holders Resident in Canada

The following portion of this summary is generally applicable to a Noteholder who, at all relevant times and for purposes of the Tax Act is, or is deemed to be, a resident of Canada (a “*Canadian Holder*”). Certain Canadian Holders whose Notes might not otherwise be considered capital property may, in certain circumstances, be entitled to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have the Notes and all other “Canadian securities” (as defined in the Tax Act) owned by the Noteholder in the taxation year in which the election is made, and in all subsequent taxation years, be deemed to be capital property. Canadian Holders should consult their own tax advisors regarding this election.

This portion of the summary is not applicable to a Canadian Holder (i) if an interest in such Canadian Holder is a “tax shelter” or a “tax shelter investment” (each as defined in the Tax Act), (ii) that reports its “Canadian tax results” (as defined in the Tax Act) in a currency other than Canadian currency, (iii) that is a “financial institution” for purposes of the “mark to market rules” (as defined in the Tax Act) or (iv) who enters into a “derivative forward agreement” (as defined in the Tax Act) with respect to the Notes. Such Canadian Holders should consult their own tax advisors having regard to their particular circumstances.

### *Disposition of Notes Pursuant to Tender Offer*

A Canadian Holder whose Notes are purchased as a result of their tender pursuant to the Tender Offer will be considered to have disposed of such Notes for proceeds of disposition equal to the total Purchase Price paid for

such Notes, other than any portion thereof that is otherwise included as interest in computing the income of the Canadian Holder for a taxation year, as described below. The Canadian Holder will realize a capital gain (or a capital loss) on the disposition of such Notes equal to the amount by which the Canadian Holder's proceeds of disposition exceed (or are less than) the total of the adjusted cost base to the Canadian Holder of such Notes and any reasonable costs of disposition. The initial adjusted cost base to a Canadian Holder of a Note of a particular series will generally equal the consideration given up by the Canadian Holder to acquire the Notes. The adjusted cost base of a Canadian Holder's Note must be averaged with the adjusted cost base to the Canadian Holder of all other Notes (if any) held by the Canadian Holder. The taxation of capital gains and capital losses is discussed below.

Any Accrued Interest on the Notes is required to be included in computing the income of the Canadian Holder for the taxation year in which the Notes are disposed of pursuant to the Tender Offer, except to the extent such interest was otherwise included in the income of the Canadian Holder for that taxation year or a previous taxation year. In addition, an amount of the Purchase Price paid by the Company to a Canadian Holder pursuant to the Tender Offer will generally be deemed to be interest received by the Canadian Holder to the extent that such amount is paid because of the repayment by the Company of the Notes before their maturity and to the extent that such amount can reasonably be considered to relate to, and does not exceed, the value (at the time the Company purchases the Notes), of the interest that would have been paid or payable by the Company on the Note for a taxation year of the Company ending after that time. Any deemed interest will be required to be included in computing the Canadian Holder's income.

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

Generally, subject to the Capital Gains Tax Proposals, one-half of any capital gain (being the “*inclusion rate*”, and a “*taxable capital gain*”) realized by a Canadian Holder in a taxation year must be included in the income of the Canadian Holder for that year, and one-half of any capital loss (an “*allowable capital loss*”) realized by a Canadian Holder in a taxation year must be deducted from any taxable capital gains realized by the Canadian Holder in that year. Allowable capital losses in excess of taxable capital gains for 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 in such taxation years, to the extent and under the circumstances described in the Tax Act.

Proposed Tax Amendments tabled in Parliament on September 23, 2024 (the “*September 2024 Capital Gains Tax Proposals*”) proposed to increase the inclusion rate for capital gains and capital losses (being the portion of a capital gain or capital loss constituting a taxable capital gain or allowable capital loss, respectively) from one-half to two-thirds for capital gains and capital losses realized on or after June 25, 2024, except in the case of a Canadian Holder that is an individual (excluding most trusts), generally only to the extent that the aggregate amount of capital gains realized by such Canadian Holder in a taxation year, net of capital losses realized in such taxation year and capital losses carried forward or back to such taxation year, exceeds C\$250,000. Pursuant to the September 2024 Capital Gains Tax Proposals, where allowable capital losses in excess of taxable capital gains realized in a taxation year are applied against taxable capital gains realized in another taxation year in respect of which a different inclusion rate applies, the amount of the net capital loss that can be applied against the taxable capital gains in that taxation year will be adjusted to match the inclusion rate used to compute such taxable capital gains. On January 31, 2025, the Minister of Finance (Canada) announced (the “*Deferral Announcement*”), and together with the September 2024 Capital Gains Tax Proposals, the “*Capital Gains Tax Proposals*”) that the increase in the inclusion rate from one-half to two-thirds would apply only in respect of capital gains and capital losses realized on or after January 1, 2026.

The detailed legislative amendments set forth in the September 2024 Capital Gains Tax Proposals lapsed when Parliament was prorogued on January 6, 2025. To implement the Capital Gains Tax Proposals, relevant legislative proposals must be reintroduced in Parliament. It is uncertain whether the Capital Gains Proposals will be reintroduced in their current form or at all. Canadian Holders should consult their own advisors regarding the Capital Gains Tax Proposals.

#### *Refundable tax*

A Canadian Holder that is, throughout the relevant taxation year, a “Canadian-controlled private corporation” or, at any time in the relevant taxation year, a “substantive CCPC” (each as defined in the Tax Act) may be liable to pay an additional special tax (refundable in certain circumstances) on its “aggregate investment

income” which, as defined in the Tax Act, would include interest and taxable capital gains earned or realized in connection with the disposition of the Notes pursuant to the Tender Offer.

#### *Alternative Minimum tax*

Capital gains realized by an individual (including certain trusts) may give rise to liability for alternative minimum tax under the detailed rules set out in the Tax Act. Canadian Holders should consult their own tax advisors with respect to the application of alternative minimum tax.

#### **Holders Not Resident in Canada**

The following portion of this summary is generally applicable to a Noteholder who, at all relevant times and for purposes of the Tax Act, (i) is not a resident of Canada and is not deemed to be a resident of Canada, (ii) does not use or hold, and is not deemed to use or hold, Notes in the course of carrying on a business in Canada, (iii) is not a non-resident insurer carrying on an insurance business in Canada and elsewhere, (iv) is not an authorized foreign bank, (v) is not a specified shareholder, and deals at arm’s length with any, “specified shareholder” of the Company for purposes of the thin capitalization rules in the Tax Act and (vi) is not an entity in respect of which the Company is a “specified entity” as defined in subsection 18.4(1) of the Tax Act (a “*Non-Canadian Holder*”).

This summary further assumes that no amount paid or payable to a Non-Canadian Holder will be the deduction component of a “hybrid mismatch arrangement” under which the payment arises for the purposes of proposed paragraph 18.4(3)(b) of the Tax Act.

The Purchase Price and any Accrued Interest received by a Non-Canadian Holder on the disposition of Notes pursuant to the Tender Offer will be exempt from withholding tax under the Tax Act, and no other tax on income or capital gains will be payable by a Non-Canadian Holder under the Tax Act in respect of such amount.

## **THE DEALER MANAGERS, THE TENDER AGENT AND THE INFORMATION AGENT**

The Offeror has retained BofA Securities, Inc. ("*BofA*") and BMO Capital Markets Corp. ("*BMO*") to act as Dealer Managers, and DF King to act as the Tender Agent and the Information Agent, for the Tender Offer. The Offeror has agreed to pay each of the Dealer Managers and DF King customary fees for their services in connection with the Tender Offer and to reimburse the Dealer Managers and DF King for their reasonable out-of-pocket expenses. Further, the Offeror has agreed to indemnify the Dealer Managers and their respective affiliates against certain liabilities, including liabilities under federal securities laws or to contribute to payments any or all of them may be required to make in respect of those liabilities.

At any given time, the Dealer Managers or any of their respective affiliates may trade Notes or other securities of the Offeror or its affiliates for its own account or for the accounts of its customers, and accordingly, may hold a long or a short position in the Notes or such other securities. To the extent that any Dealer Manager or its affiliates hold Notes during the Tender Offer, they may tender such Notes pursuant to the terms of the Tender Offer.

BofA and BMO and certain of their respective affiliates have provided in the past, and may provide in the future, financial, advisory, investment banking and general banking, commercial banking services to the Offeror or its affiliates, for which they have received and will receive customary fees and commissions. BofA and BMO are acting as initial purchasers in the senior notes offering referred to under "Principal Terms of the Tender Offer—Conditions of the Tender Offer." and in that connection, BofA and BMO will receive customary fees and commissions.

None of the Dealer Managers, the Tender Agent or the Information Agent assumes any responsibility for the accuracy or completeness of the information concerning the Tender Offer or the Offeror contained in this Offer to Purchase or the other Offer Documents or for any failure by the Offeror to disclose events that may have occurred and may affect the significance or accuracy of such information.

The officers and employees of the Offeror or its affiliates (who will not be specifically compensated for such services), the Dealer Managers and the Information Agent may contact Holders by mail, telephone, telex or telegraph regarding the Tender Offer and may request brokers, dealers and other nominees to forward this Tender Offer to Purchase and related materials to beneficial owners of Notes. The Offeror will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

## **MISCELLANEOUS**

The Offeror is not aware of any jurisdiction where the making of the Tender Offer is not in compliance with the laws of such jurisdiction. If the Offeror becomes aware of any jurisdiction where the making of the Tender Offer would not be in compliance with such laws, the Offeror will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to the Tender Offer. If, after such good faith effort, the Offeror cannot comply with any such applicable laws, the Tender Offer will not be made to the Holders residing in each such jurisdiction.

*The Tender Agent for the Tender Offer is:*

**D.F. King & Co., Inc.**

*By Hand, Overnight Delivery or Mail (Registered  
or Certified Mail Recommended):*

48 Wall Street  
New York, New York 10005  
Attention: Michael Horthman

*Confirmation by Telephone:*  
(800) 207-2872

Any questions, requests for assistance or requests for additional copies of this Offer to Purchase or the Notice of Guaranteed Delivery may be directed to the Information Agent at its telephone number or address set forth below. Copies of each of these documents are also available at the following web address: [www.dfking.com/NGD](http://www.dfking.com/NGD).

*The Information Agent for the Tender Offer is:*

**D.F. KING & CO., INC.**

48 Wall Street  
New York, New York 10005  
Banks and Brokers Call: (212) 269-5550  
All Others Call Toll Free: (800) 207-2872  
Email: [NGD@dfking.com](mailto:NGD@dfking.com)

*The Dealer Managers for the Tender Offer are:*

**BOFA SECURITIES**

620 Tryon Street, 20<sup>th</sup> Floor  
Charlotte, NC 28255  
Attn: Debt Advisory  
Collect: (980) 387-9534  
Toll Free: (888) 292-0070  
Email: [debt\\_advisory@bofa.com](mailto:debt_advisory@bofa.com)

**BMO CAPITAL MARKETS**

151 West 42nd Street, 32<sup>nd</sup> Floor  
New York, NY 10036  
Attn: Liability Management  
Collect: (212) 702-1840  
Toll Free: (833) 418-0762  
Email: [LiabilityManagement@bmo.com](mailto:LiabilityManagement@bmo.com)