

PEGASUS RESOURCES INC.

Suite 700, 838 West Hastings Street
Vancouver, BC, V6C 0A6
www.pegasusresourcesinc.com

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING,
MANAGEMENT INFORMATION CIRCULAR AND FORM OF
PROXY FOR:**

The 2026 Annual General and Special Meeting of shareholders (the “**Shareholders**”) of Pegasus Resources Inc. (“**Pegasus**”) to, among other things, consider, and if thought advisable, approve a Plan of Arrangement for the acquisition of Pegasus by Aero Energy Limited, and to consider annual general meeting matters, including the receipt of the annual financial statements, the election of directors, the appointment of auditors and the approval of the Pegasus’ 10% rolling stock option plan, and such other business as may properly come before the Meeting.

to be held on / at:

Date: Wednesday, April 29, 2026

Time: 11:00 a.m. (Vancouver Time)

Place: Morton Law LLP, Suite 1200, 750 West Pender Street, Vancouver, BC V6C 2T8

RECOMMENDATION TO SHAREHOLDERS

The Pegasus Board, after careful consideration, unanimously recommends that the Shareholders vote IN FAVOUR of the special resolution to approve the Arrangement and IN FAVOUR OF the other matters to be considered at the Meeting.

These materials are important and require your immediate attention. They require the Shareholders of Pegasus Resources Inc. to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal, tax or other professional advisors. If you have any questions or require more information with respect to voting your securities at the Meeting, please contact Christian Timmins, President, Chief Executive Officer and Director, by email at info@pegasusresourcesinc.com or by telephone at 403-597-3410.

THE ARRANGEMENT AND THE RELATED SECURITIES DESCRIBED HEREIN HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY, INCLUDING WITHOUT LIMITATION ANY SECURITIES REGULATORY AUTHORITY OF ANY CANADIAN PROVINCE OR TERRITORY, THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, OR THE SECURITIES REGULATORY AUTHORITY OF ANY U.S. STATE, NOR HAS ANY OF THEM PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

PEGASUS RESOURCES INC.

CORPORATE DATA

Head Office

Pegasus Resources Inc.
Suite 700 – 838 West Hastings Street
Vancouver, BC, V6C 0A6

Directors and Officers

Christian Timmins – President, Chief Executive Officer & Director
Dave Bissoondatt – Chief Financial Officer & Director
Derrick Strickland – Director

Registrar and Transfer Agent

Endeavor Trust Corporation
Suite 702 - 777 Hornby Street
Vancouver, BC, V6Z 1S4

Legal Counsel

Morton Law LLP
Suite 1200, 750 West Pender Street
Vancouver, BC V6C 2T8

Auditor

Crowe Mackay LLP
Chartered Professional Accountants
Suite 1100, 1177 W Hastings Street
Vancouver, BC, V6E 4T5

Listing

TSX Venture Exchange (TSXV)
Symbol “PEGA”

OTCID Basic Market (OTCID)
Symbol “SLTFF”

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CHAIRMAN'S LETTER TO THE SHAREHOLDERS

March 27, 2026

Dear Shareholders,

The Directors of Pegasus Resources Inc. ("**Pegasus**" or the "**Company**") cordially invite you to attend the 2026 annual general and special meeting (the "**Meeting**") of the shareholders of Pegasus (the "**Shareholders**") to be held at Suite 1200, 750 West Pender Street, Vancouver, BC V6C 2T8 on Wednesday, April 29, 2026 at 11:00 a.m. (Vancouver time).

At the Meeting, Shareholders will be asked to consider certain annual general meeting matters, including the receipt of the annual financial statements, the election of directors, the appointment of auditors and the approval of the Company's 10% rolling stock option plan, and to consider and, if deemed advisable, pass a special resolution (the "**Arrangement Resolution**") approving a statutory arrangement (the "**Arrangement**") under Section 288 of the *Business Corporations Act* (British Columbia) involving Pegasus, Aero Energy Limited ("**Aero**"), and the Shareholders of Pegasus. The Arrangement will ultimately result, through a series of transactions, in Shareholders (other than registered Shareholders who properly exercise their dissent rights as set out in the accompanying Management Information Circular of Pegasus) receiving one hundred thirty-three thousandths (0.133) of a common share of Aero (each whole common share, an "**Aero Share**" or the "**Consideration Shares**") for every one (1) common share of Pegasus ("**Pegasus Share**").

The terms of the Arrangement are the result of arms-length negotiations between representatives of Pegasus and Aero and their respective advisors. On February 27, 2026, Pegasus and Aero agreed to the strategic acquisition of Pegasus, by Aero and entered into an arrangement agreement (the "**Arrangement Agreement**"). The Arrangement Agreement provides for the implementation of the Arrangement pursuant to a plan of arrangement (the "**Plan of Arrangement**"), a copy of which is attached as Schedule "B" to the accompanying Management Information Circular of Pegasus.

Concurrently with the Arrangement Agreement, Aero entered into an arrangement agreement with Urano Energy Corp. pursuant to which Aero has agreed to acquire all of the issued and outstanding common shares of Urano by way of a statutory arrangement (the "**Urano Arrangement**") under Section 288 of the *Business Corporations Act* (British Columbia). The completion of each of the Arrangement and Urano Arrangement is not contingent on the completion of the other.

To be effective, the Arrangement Resolution must be passed by at least two-thirds (66⅔%) of the votes cast by all Shareholders present in person or represented by proxy at the Meeting, which holders are entitled to one vote for each Pegasus Share held. The Arrangement is also, among other things, subject to the approval of the Supreme Court of British Columbia.

The Arrangement values Pegasus at \$0.063 per Pegasus Share based on the 21-day volume weighted average price of Aero and Pegasus' common shares on the TSX Venture Exchange ("**TSXV**").

The Pegasus Board has unanimously determined that the consideration to be received by Shareholders pursuant to the Arrangement is fair to Shareholders and that the Arrangement is in the best interests of Pegasus and it unanimously recommends that the Shareholders vote IN FAVOUR of the Arrangement Resolution and, therefore, the Arrangement and IN FAVOUR of the other matters to be considered at the Meeting, including the annual general meeting matters.

Certain directors and officers of Pegasus, representing approximately 4% of the Pegasus Shares, have entered into voting and support agreements (the "**Support Agreements**") with Aero pursuant to which they have agreed, subject to the terms of such agreements, to vote in favour of the Arrangement.

Outstanding stock options of Pegasus (the "**Pegasus Options**"), whether vested or unvested, will be deemed to be exchanged for such number of options to purchase Aero Shares ("**Replacement Options**") calculated in accordance with the Arrangement Agreement until the original expiry date of said Pegasus Option and to be

governed by the stock option plan of Aero. Outstanding share purchase warrants of Pegasus (the “**Pegasus Warrants**”) will be adjusted in accordance with their terms and shall entitle the holder upon exercise following the effective time of the Arrangement (the “**Effective Time**”) to purchase from Aero, on the same terms and conditions as were applicable to such Pegasus Warrant before the Effective Time, such number of Aero Shares calculated in accordance with the Arrangement Agreement.

Upon Closing: (i) the board of directors of Aero is expected to be comprised of William M. Sheriff as Chairman, Galen McNamara, John Hamrick, Grace Marosits, and Garrett Ainsworth and is expected to be managed by Galen McNamara as CEO, Carson Halliday as CFO, and Christian Timmins as VP Corporate Development; (ii) Aero is expected to continue under the name “Manhattan Uranium Discovery Corp.” and trade under the symbol “MANU” on the TSXV; and (iii) the Pegasus Shares will be de-listed from the TSXV as soon as practicable following the Effective Date. Pegasus will also seek to be deemed to have ceased to be a reporting issuer (or the equivalent) under the securities legislation of each of British Columbia and Alberta.

The accompanying Management Information Circular provides a full description of the Arrangement and the other matters to be considered at the Meeting, and includes certain additional information to assist you in considering how to vote on the Arrangement Resolution and the other matters to be considered at the Meeting. You are encouraged to consider carefully all of the information in the accompanying Management Information Circular including the documents incorporated by reference therein. If you require assistance, you should contact your financial, legal or other professional advisor.

Your vote is important regardless of the number of Pegasus Shares that you own. If you are a registered holder of Pegasus Shares, we encourage you to take the time now to complete, sign, date and return the enclosed form of Proxy by no later than 11:00 a.m. (Vancouver time) on Monday, April 27, 2026, to ensure that your Pegasus Shares are voted at the Meeting in accordance with your instructions, whether or not you are able to attend in person. Pegasus may waive the time limit for the deposit of proxies in its discretion if it deems it reasonable to do so. If you hold your Pegasus Shares through a broker or other intermediary, you should follow the instructions provided by your broker or other intermediary to vote your Pegasus Shares.

Please also note that, in order to receive the consideration for your Pegasus Shares, you must submit the enclosed Letter of Transmittal together with your share certificates representing such Pegasus Shares by the deadline provided. Please refer to the Management Information Circular and Letter of Transmittal.

If you have any questions, please contact Christian Timmins, President, Chief Executive Officer and Director, by email at info@pegasusresourcesinc.com or by telephone at 403-597-3410.

We would like to thank all Shareholders for their ongoing support.

**ON BEHALF OF THE BOARD OF
DIRECTORS OF PEGASUS RESOURCES INC.**

(Signed) “*Christian Timmins*” _____

Christian Timmins

President, Chief Executive Officer & Director

**HOW TO VOTE YOUR PEGASUS
SHARES**

ENDEAVOR VOTING METHODS	
MAIL or HAND DELIVERY	Endeavor Trust Corporation 702 – 777 Hornby Street Vancouver, BC V6Z 1S4
FACSIMILE – 24 Hours a Day	604-559-8908
EMAIL	proxy@endeavortrust.com
ONLINE	www.eproxy.ca

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Vancouver, BC, V6C 0A6
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NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that, pursuant to an order dated March 26, 2026 (the “**Interim Order**”) of the Supreme Court of British Columbia (the “**Court**”), an annual general and special meeting (the “**Meeting**”) of the shareholders (the “**Shareholders**”) of Pegasus Resources Inc. (the “**Company**”) will be held at Suite 1200, 750 West Pender Street, Vancouver, British Columbia V6C 2T8, on Wednesday, April 29, 2026 at 11:00 a.m. (Vancouver Time), for the following purposes:

1. to consider and, if deemed advisable, to pass a special resolution (the “**Arrangement Resolution**”) approving a statutory arrangement (the “**Arrangement**”) under Section 288 of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) which involves, among other things, the acquisition of all outstanding shares in the authorized share structure of Pegasus (the “**Pegasus Shares**”) by Aero Energy Limited (“**Aero**”), the issuance to Shareholders of one hundred thirty-three thousandths (0.133) of a common share of Aero (each whole common share, an “**Aero Share**”) for every one (1) Pegasus Share held, as more fully set forth in the accompanying management information circular of Pegasus (the “**Information Circular**”);
2. to receive and consider the annual financial statements of the Company for the fiscal year ended May 31, 2025, together with the report of the auditors thereon;
3. to fix the number of directors of the Company at three (3) for the ensuing year;
4. to elect directors for the ensuing year;
5. to appoint Crowe Mackay LLP, as auditors for the Company for the ensuing year and to authorize the directors to fix the remuneration to be paid to the auditor;
6. to consider and, if thought advisable, to pass an ordinary resolution to approve the Company’s 10% rolling stock option plan for the ensuing year, as more particularly described in the accompanying Information Circular; and
7. to transact such further or other business as may properly come before the Meeting or any adjournment or adjournments thereof.

To be effective, the Arrangement Resolution must be passed by at least two-thirds (66⅔%) of the votes cast by all Shareholders present in person or represented by proxy at the Meeting, which holders are entitled to one vote for each Pegasus Share held.

The record date for the Meeting has been fixed at March 20, 2026 (the “**Record Date**”). Only Shareholders of record at the close of business (Vancouver time) on the Record Date are entitled to receive notice of the Meeting and to vote their Pegasus Shares.

The Arrangement is also subject to the approval of the Court. The hearing in respect of the Final Order is scheduled on May 4, 2026 at 9:45 a.m. (Vancouver time) or as soon thereafter as counsel may be heard at 800 Smithe Street, Vancouver, British Columbia, Canada.

Copies of the Arrangement Resolution, the Plan of Arrangement, the Interim Order and Notice of Hearing of Petition are attached to the Information Circular as Schedules “A”, “B”, “C” and “D”, respectively, and the Information Circular, including all schedules thereto other than the audited financial statements, is specifically incorporated by reference into and forms part of this Notice. Also accompanying this Notice are (i) a form of Proxy; (ii) an envelope for returning proxies to Endeavor Trust Corporation (“**Endeavor**”); (iii) a Letter of Transmittal for the Shareholders; and (iv) an envelope for Shareholders to use to return the Letter of Transmittal and certificates or DRS Advices representing the Pegasus Shares to the Depositary. Only Shareholders of record at the close of business

(Vancouver time) on the Record Date will be entitled to receive notice of the Meeting and to vote their Pegasus Shares.

PLEASE ENSURE THAT YOU COMPLETE, DATE, SIGN AND RETURN THE ENCLOSED FORM OF PROXY AND THE LETTER OF TRANSMITTAL IN THE ENVELOPES PROVIDED FOR THOSE PURPOSES.

Pursuant to the Interim Order of the Court and the BCBCA, registered Shareholders have the right to dissent in respect of the Arrangement Resolution and be paid the fair value for their Pegasus Shares. The dissent rights are described in the accompanying Information Circular. Failure to strictly comply with the requirements set forth in the Plan of Arrangement attached as Schedule “B” to the Information Circular and Sections 237 to 247 of the BCBCA may result in the loss or unavailability of any right of dissent.

Persons who are beneficial owners of Pegasus Shares registered in the name of a broker, custodian, nominee or other intermediary who wish to dissent should be aware that only registered holders of Pegasus Shares are entitled to dissent. Accordingly, a beneficial owner of Pegasus Shares desiring to exercise dissent rights must make arrangements for beneficially owned Pegasus Shares to be registered in his, her or its name prior to the time written notice of dissent is required to be received by Pegasus, or, make arrangements for the registered holder to dissent on his, her or its behalf in accordance with the dissent provisions of the BCBCA, as may be modified by the Interim Order, the Final Order and the Arrangement.

Registered Shareholders

Every registered holder of Pegasus Shares at the close of business on March 20, 2026 is entitled to receive notice of, and to vote such Pegasus Shares in advance of the Meeting.

Registered shareholders who are unable to attend the Meeting in person and who wish to ensure that their Pegasus Shares will be voted at the Meeting are requested to complete, sign and deliver the enclosed form of Proxy to Endeavor Trust Corporation at Suite 702, 777 Hornby Street, Vancouver, BC V6Z 1S4. In order to be valid and acted upon at the Meeting, forms of Proxy must be returned to the aforesaid address not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting or any adjournment(s) thereof. Further instructions with respect to the voting by proxy are provided in the form of Proxy and in the Information Circular accompanying this Notice.

Non-Registered Shareholders

Shareholders may beneficially own Pegasus Shares that are registered in the name of a broker, another intermediary or an agent of that broker or intermediary (“**Non-Registered Shareholders**”). Without specific instructions, intermediaries are prohibited from voting shares for their clients. **If you are a Non-Registered Shareholder, it is vital that the voting instruction form provided to you by Endeavor, your broker, intermediary or its agent is returned according to the instructions provided in or with such form, sufficiently in advance of the deadline specified, to ensure that they are able to provide voting instructions on your behalf.**

DATED at Vancouver, British Columbia, this March 27, 2026.

**BY ORDER OF THE BOARD OF DIRECTORS
OF PEGASUS RESOURCES INC.**

(Signed) “Christian Timmins”

Christian Timmins

President, Chief Executive Officer and Director

PRELIMINARY MATTERS

CAPITALIZED TERMS USED HEREIN ARE DEFINED IN THE "GLOSSARY OF TERMS" OR ELSEWHERE IN THE INFORMATION CIRCULAR.

Forward-Looking Information

Certain statements herein and in the Schedules attached, including all statements that are not historical facts, contain forward-looking statements and forward-looking information within the meaning of applicable Canadian securities laws (collectively, "**forward-looking statements**"). These forward-looking statements relate to future events or future performance, and are based on expectations, estimates and projections as at the date of this Information Circular. In particular, this Information Circular contains forward-looking statements with respect to: completion of the Arrangement; the completion of the Urano Arrangement; the completion of non-brokered private placement of Aero Subscription Receipts (as defined herein), the exploration and development of each of the Company's and Aero's mineral properties; requirements for additional capital and future financing; estimation of mineral resources; estimated future working capital, funds available, uses of funds, future capital expenditures, exploration expenditures and other expenses for specific operations, statements regarding future exploration programs, liquidity and effects on accounting policy changes, risks and uncertainties relating to each of the Company and Aero being in the exploration stage, the possibility that future exploration and development results will not be consistent with each of the Company's and Aero's expectations, accidents, equipment breakdowns, title matters and surface access, labour disputes, the potential for delays in exploration activities, the potential for unexpected costs and expenses, commodity price fluctuations, currency fluctuations, failure to obtain adequate financing on a timely basis and other risks and uncertainties.

All statements in this document and the Schedules attached, other than statements of historical fact, that address events or developments that each of the Company and Aero expects to occur, are forward-looking statements. Forward-looking statements are statements that are not historical facts and are generally, but not always, identified by words "expects," "plans," "anticipates," "believes," "intends," "estimates," "projects," "potential," "interprets," and similar expressions, or that events or conditions "will," "would," "may," "could," or "should" occur.

In addition, forward-looking information are based on various assumptions including, without limitation, receipt of regulatory, Court and Shareholder approvals; successful completion of the Arrangement and transactions related to both; the expectations and beliefs of management, the assumed long-term price of commodities, that each of the Company and Aero will receive required permits, that each of the Company and Aero can access financing, appropriate equipment and sufficient labour and that the political environment within jurisdictions where mineral projects are located will support the development of environmentally safe mining projects, as well as those factors discussed under "Risk Factors to the Arrangement" herein and under "Risk Factors" in Schedule "F". Should one or more of these risks and uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those described in forward-looking statements. Although the Company and Aero believe the respective expectations expressed in such forward-looking statements are based on reasonable assumptions, such statements are not guarantees of future performance and actual results may differ materially from those in forward-looking statements.

Readers should also refer to each of the Company's most recent quarterly and annual Management Discussion and Analysis and Aero's for additional information on risks and uncertainties relating to forward looking statements and information. Although we have attempted to identify factors that would cause actual actions, events or results to differ materially from those disclosed in the forward-looking statements or information, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. Also, many of the factors are beyond the control of the Company or Aero. Accordingly, readers should not place undue reliance on forward-looking statements or information. Each of the Company and Aero undertakes no obligation to reissue or update any forward-looking statements or information as a result of new information or events after the date hereof except as may be required by law. All forward-looking statements and information herein are qualified by this cautionary statement.

Information For United States Shareholders

The Aero Shares issued to Shareholders pursuant to the Arrangement have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or any applicable securities

laws of any state of the United States. The Pegasus Shares and Aero Shares issued to Shareholders pursuant to the Arrangement will, for the purposes of U.S. securities laws, be considered to be issued pursuant to the Arrangement and will be issued in reliance upon the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof on the basis of the approval of the Court and pursuant to similar exemptions from applicable securities laws of any state of the United States.

Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities, claims or property interests from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, and the court finds the terms and conditions of the exchange to be fair both procedurally and substantively after a hearing upon the fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement, including the issuance of the Aero Shares to Shareholders will be considered. The Court issued the Interim Order on March 26, 2026 and, subject to the approval of the Arrangement by the Shareholders, the final hearing in respect of the Arrangement will be held on May 4, 2026, at 9:45 a.m. (Vancouver Time) at the courthouse, at 800 Smithe Street, Vancouver, British Columbia, Canada. All Shareholders are entitled to appear and be heard at this hearing. The Final Order will constitute a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof with respect to the issuance of the Aero Shares to be issued and distributed to Shareholders pursuant to the Arrangement. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order.

The Company is a corporation existing under the laws of the Province of British Columbia, Canada and is a “foreign private issuer” within the meaning of Rule 3b-4 under the United States Securities Exchange Act of 1934, as amended (the “**U.S. Exchange Act**”). The solicitation of proxies is not subject to the requirements of Section 14(a) of the U.S. Exchange Act. The solicitation of proxies and transactions contemplated herein is being made by a Canadian issuer in accordance with Canadian corporate and securities laws. Shareholders should be aware that requirements under such Canadian laws may differ from requirements under United States corporate and securities laws relating to United States corporations. The financial statements included in this Information Circular have been prepared in accordance with IFRS Accounting Standards and are subject to Canadian auditing and auditor independence standards and thus may not be comparable to financial statements of United States corporations.

The enforcement by Shareholders of civil liabilities under the United States securities laws may be affected adversely by the fact that the parties to the Arrangement are organized under the laws of jurisdictions other than the United States, that some of the officers and directors of the Company and Aero are residents of countries other than the United States, that some of the experts named in this Information Circular are residents of countries other than the United States, and that a portion of the assets of the Company and Aero and such other persons may be located outside the United States. As a result, it may be difficult or impossible for Shareholders in the United States to effect service of process within the United States upon the Company or Aero, their respective officers or directors or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or “blue sky” laws of any state within the United States. In addition, U.S. Shareholders should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or “blue sky” laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or “blue sky” laws of any state within the United States.

Shareholders should be aware that the acquisition of securities pursuant to the Arrangement described herein may have tax consequences in both the United States and Canada. Shareholders subject to United States tax jurisdiction are advised to consult their tax advisors to determine the particular tax consequences to them of the Arrangement.

The Aero Shares issued to Shareholders pursuant to the Arrangement will be freely transferable under U.S. federal securities laws (subject to any applicable Canadian holding periods), except by persons who are “affiliates” (or were affiliates within 90 days prior to the Effective Time) of Aero, as applicable. See “*Securities Laws Considerations - United States Federal Securities Laws*”.

THE SECURITIES TO BE ISSUED PURSUANT TO THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE OF THE UNITED STATES, NOR HAS THE SEC OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE PASSED ON THE ADEQUACY OR ACCURACY OF THIS INFORMATION CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

Technical Information

All scientific and technical information relating to the I-70 Uranium Project provided in Schedule "F" was prepared and approved by Jacob Anderson, CPG, MAusIMM, Resource Geologist with Dahrouge Geological Consulting USA Ltd., who is independent of both Pegasus and Aero and is a "Qualified Person" as defined under NI 43-101 and Regulation S-K 1300.

Cautionary Note to United States Investors regarding Technical Information

Information concerning the mineral properties of Pegasus and Aero has been prepared in accordance with the requirements of Canadian securities laws, which differ in material respects from the requirements of U.S. securities laws applicable to U.S. companies subject to the reporting and disclosure requirements of the SEC under subpart 1300 of Regulation S-K ("**S-K 1300**") under the U.S. Exchange Act. Any mineral reserves and mineral resources reported by Pegasus and Aero in accordance with NI 43-101 may not qualify as such under or differ from those prepared in accordance with S-K 1300. Accordingly, information included or incorporated by reference herein concerning descriptions of mineralization and estimates of mineral reserves and resources under Canadian standards may not be comparable to similar information made public by United States companies subject to the reporting and disclosure requirements of S-K 1300.

Information Regarding Aero, the Murmac Project, the Strike Project or Third Parties

The information contained in this Information Circular relating to Aero, the Murmac Project, the Strike Project, the I-70 Uranium Project or third parties is based upon information supplied by Aero, Urano or such other third parties, as applicable. As such, the Company assumes no responsibility for the accuracy or completeness of such information or any omission on the part of Aero or such third parties to respectively disclose facts or events that may affect the accuracy or completeness of any such information.

SUMMARY

The following is a summary of the principal features of the Arrangement and certain other matters and should be read together with the more detailed information and financial data and statements contained elsewhere in the Information Circular, including the Schedules hereto. This Summary is qualified in its entirety by the more detailed information appearing or referred to elsewhere herein. Unless otherwise indicated, all currency amounts are stated in Canadian dollars. The information contained herein is as of March 20, 2026 unless otherwise indicated.

Capitalized terms used in this summary are defined in the “Glossary of Terms” or elsewhere in the Information Circular.

THE MEETING

Time, Date, and Place of the Meeting

The Meeting will be held on Wednesday, April 29, 2026 at Suite 1200, 750 West Pender Street, Vancouver, BC V6C 2T8 at 11:00 a.m. (Vancouver time).

The Record Date for the Purposes of the Meeting

The date set by the Company for determining Shareholders entitled to receive notice of and vote at the Meeting is March 20, 2026.

Purpose of the Meeting

At the Meeting, Shareholders will be asked to consider certain annual general meeting matters and, if deemed advisable, to pass a special resolution set out in Schedule “A” to this Information Circular, being the Arrangement Resolution, approving the Arrangement under the BCBCA. The Arrangement involves, among other things, the acquisition of all outstanding Pegasus Shares by Aero, the issuance to Shareholders of one hundred thirty-three thousandth (0.133) of an Aero Share for every one (1) Pegasus Share held.

Votes Required for the Arrangement Resolution

The Arrangement Resolution requires the affirmative vote of not less than two-thirds (66⅔%) of the votes of Shareholders voting in person or by proxy at the Meeting.

PARTICULARS OF MATTERS TO BE ACTED UPON - THE ARRANGEMENT

Parties to the Arrangement

Pegasus is a reporting issuer in British Columbia and Alberta and the Pegasus Shares are listed on the TSXV under the symbol “PEGA” and on the OTCID under the symbol “SLTFF”. The registered and records office of Pegasus is Suite 2501, 550 Burrard Street, Vancouver, BC V6C 2B5 and its head office is Suite 700, 838 West Hastings Street, Vancouver, BC, V6C 0A6. Pegasus is a Canadian uranium exploration company focused on advancing high-potential projects in the United States. The Company’s flagship asset, the Jupiter Uranium Project in Utah, is a drill-ready property positioned for resource expansion.

Aero is a reporting issuer in all of the provinces of Canada and the Aero Shares are listed on the TSXV under the symbol “AERO”, the Frankfurt Stock Exchange under the symbol “UU3” and on the OTC Pink under the symbol “AAUGF”. The registered and records office of Aero is at Suite 401 - 353 Water Street, Vancouver, BC V6M 1A8 and its head office is at Suite 918, 1030 West Georgia Street Vancouver, BC V6E 2Y3. Aero following its successful merger with Kraken Energy Corp., has established a robust portfolio of uranium assets in North America. The company controls a district-scale land package in Saskatchewan’s Athabasca Basin, including its Strike and

Murmac projects, which collectively host dozens of shallow drill-ready targets on the north rim of the Athabasca Basin.

On completion of the Arrangement, Aero Shares will continue trading on the TSXV and the Pegasus Shares are expected to be de-listed from the TSXV as soon as practicable following the Effective Date. Pegasus will also seek to be deemed to have ceased to be a reporting issuer (or the equivalent) under the securities legislation of each of British Columbia and Alberta.

See “*Information Concerning Aero Post-Arrangement*”.

Background to the Arrangement

On February 27, 2026, Pegasus and Aero entered into a definitive arrangement agreement, whereby Aero would acquire all of the outstanding Pegasus Shares in exchange for the Consideration Shares.

Upon closing of the Arrangement, Aero will acquire, through its acquisition of Pegasus, Pegasus’ interest in the Energy Sands Project, the Jupiter Project and the Cedar Mountain Project.

Concurrently with the Arrangement Agreement, Aero entered into another arrangement agreement with Urano pursuant to which Aero has agreed to acquire all of the issued and outstanding common shares of Urano. The completion of each of the Arrangement and Urano Arrangement is not contingent on the completion of the other.

See “*Particulars of Matters to be Acted Upon – the Arrangement – Background to the Arrangement*”.

Reasons for the Arrangement and Recommendation of the Pegasus Board

The Pegasus Board, after careful consideration, has unanimously determined that the Arrangement is fair, from a financial point of view, to the Shareholders and that the Arrangement is in the best interests of Pegasus. Accordingly, the Pegasus Board unanimously recommends that Pegasus Shareholders vote **IN FAVOUR** of the Arrangement Resolution.

In the course of its evaluation of the Arrangement, the Pegasus Board consulted with Pegasus’ senior management and the companies advisors, and considered a number of factors, including, among others, the following:

- (i) **Creation of a Leading North American Pure Uranium Platform:** Upon completion of the Arrangement and the Urano Arrangement, Aero will hold 15 past-producing Uranium mines on 25 mineral exploration properties covering 25,099 acres in the United States along with Athabasca Basin high-grade potential with joint ventures at the Strike and Murmac properties.
- (ii) **Expanded Historical Resource Base for Accelerated Growth:** The Arrangement and the Urano Arrangement will consolidate significant historical mineral resources with growth potential, positioning Aero post-Arrangement to advance exploration and potential development towards production.
- (iii) **Positioned for American Domestic Demand:** Quality assets in mining friendly jurisdictions to capitalize on domestic demand with uranium now classified as a critical mineral by the United States Geological Survey.
- (iv) **Enhanced Capital Markets Profile and Liquidity:** The combined assets of post-Arrangement Aero are expected to increase visibility and investor interest with greater market exposure.
- (v) **Uranium-Focused Team:** Combines management, technical and capital markets experts with proven uranium discovery records and extensive Canadian-U.S. capital markets experience, fortifying the merged entity’s development prospects.

- (vi) **Full Board Support:** The Arrangement has been unanimously approved by the board of directors of Aero and Pegasus. The Pegasus Board has unanimously recommended that the Shareholders vote in favour of the Arrangement.
- (vii) **Shareholder Support:** All of the directors and executive officers of Pegasus, representing in aggregate approximately 4% of the issued and outstanding Pegasus Shares, respectively, have agreed to vote in favour of the Arrangement.

In the course of its deliberations, the Pegasus Board also identified and considered a variety of risks and potentially negative factors, including, but not limited to:

- existing operational risks related to Pegasus' business;
- the potential impact of the non-completion of the Arrangement on the market price of the Pegasus Shares;
- there can be no certainty that all conditions precedent to the Arrangement will be satisfied;
- risks related to the non-completion of the Arrangement or the termination of the Arrangement Agreement;
- the potential tax consequences of the Arrangement; and
- the costs of the Arrangement.

The Pegasus Board also considered the risks set out under "*The Arrangement – Arrangement Risk Factors*".

The foregoing discussion summarizes the material information and factors considered by the Pegasus Board in its consideration of the Arrangement. The Pegasus Board collectively reached its unanimous decision with respect to the Arrangement in consideration of the factors described above and other factors that each member of the Pegasus Board felt were appropriate. In view of the wide variety of factors and the quality and amount of information considered, the Pegasus Board did not find it useful or practicable to, and did not make specific assessments of, quantify, rank or otherwise assign relative weights to the specific factors considered in reaching its determination. Individual members of the Pegasus Board may have given different weight to different factors.

Fairness Opinion

The Financial Advisor has provided a written Fairness Opinion in respect of the fairness, from a financial point of view, of the Arrangement to Pegasus Shareholders. The Financial Advisor concluded that, as of March 7, 2026, and subject to assumptions, limitations and qualifications contained therein, the Arrangement is fair, from a financial point of view, to Pegasus Shareholders. See "*The Arrangement – Fairness Opinion*" and the full text of the Fairness Opinion which is attached as Schedule "H" hereto.

Support Agreements

The Supporting Shareholders, comprised of certain director and officers of Pegasus, representing approximately 4% of the Pegasus Shares, have entered into Support Agreements with Aero pursuant to which they have agreed, subject to the terms of such agreements, to vote in favour of the Arrangement. The obligations of the Supporting Shareholders under the Support Agreements will terminate upon termination of the Arrangement Agreement in accordance with its terms.

Summary of Steps of the Arrangement

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

- (a) each Pegasus Share held by a Dissenting Shareholder shall be deemed to be transferred by such

Dissenting Shareholder (free and clear of any liens) to Pegasus for cancellation and Pegasus shall pay each such Dissenting Shareholder an amount for such Pegasus Shares in accordance with the terms of the Plan of Arrangement and the Dissent Procedures. Each such Dissenting Shareholder shall cease then to be the holder of such Pegasus Shares and shall cease to have any rights as a holder of such Pegasus Shares, other than the right to be paid the amount determined in accordance with the Plan of Arrangement; and

- (b) each Pegasus Share outstanding shall be transferred (free and clear of all liens) by the holders thereof to Aero and Aero shall be obligated to issue and deliver to each such holder the Consideration.

Treatment of Pegasus Warrants

Each Pegasus Warrant outstanding immediately prior to the Effective Time, shall as of the Effective Time be adjusted in accordance with its terms and shall entitle the Pegasus Warrantholder upon exercise of such Pegasus Warrant following the Effective Time, on the same terms and conditions as were applicable to such Pegasus Warrant before the Effective Time, to purchase from Aero for the same aggregate consideration, the number of Aero Shares (rounded down to the nearest whole number) equal to the number of Pegasus Shares subject to such Pegasus Warrant immediately prior to the Effective Time multiplied by the Exchange Ratio in accordance with such adjustment.

Treatment of Pegasus Options

Pursuant to the terms of the Pegasus Option Plan, each Pegasus Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall be deemed to be exchanged for a Replacement Option to purchase from Aero, the number of Aero Shares (rounded down to the nearest whole number) equal to: (A) the number of Pegasus Shares subject to such Pegasus Option immediately prior to the Effective Time multiplied by (B) the Exchange Ratio, at an exercise price per Pegasus Share (rounded up to the nearest whole cent) otherwise purchasable pursuant to such Pegasus Option immediately prior to the Effective Time divided by the Exchange Ratio, exercisable until the original expiry date of said Pegasus Option. All terms and conditions of the Replacement Options, including the terms, conditions, and manner of exercising shall be governed by the Aero Option Plan, and any document evidencing a Pegasus Option shall thereafter evidence and be deemed to evidence such Replacement Option.

The foregoing is a summary only and is qualified by the detailed provisions of the Plan of Arrangement attached to this Information Circular as Schedule "B".

The certificates or DRS Advice representing the Aero Shares to be distributed to Pegasus Shareholders pursuant to the Arrangement will be issued in the manner described in this Information Circular. See "*The Arrangement - Procedure and Terms for Exchange of Pegasus Shares*" for additional information.

Conditions to the Arrangement Becoming Effective

Under the Arrangement Agreement, completion of the Arrangement is subject to a number of specified conditions being satisfied or waived as of the Effective Time.

Mutual Conditions

The respective obligations of Pegasus and Aero to complete the Arrangement are subject to the fulfilment of the following conditions on or before the Effective Date:

- (a) the Arrangement Resolution shall have been approved by the Shareholders at the Meeting in accordance with the Interim Order and applicable Laws;
- (b) the Interim Order and the Final Order shall each have been obtained in form and terms satisfactory to each of the Company and Aero, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to either party, each acting reasonably, on appeal or otherwise;

- (c) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by the Arrangement Agreement and there shall be no proceeding (other than an appeal made in connection with the Arrangement), of a judicial or administrative nature or otherwise, in progress or threatened that relates to or results from the transactions contemplated by the Arrangement Agreement that would, if successful, result in an order or ruling that would preclude completion of the transactions contemplated by this Agreement in accordance with the terms hereof or would otherwise be inconsistent with the Regulatory Approvals (as defined in the Arrangement Agreement) which have been obtained;
- (d) the Arrangement Agreement shall not have been terminated pursuant to its terms;
- (e) the Company shall have received any required approval of the TSXV to the transactions contemplated herein;
- (f) Aero shall have received any required approval of the TSXV to the transactions contemplated herein;
- (g) the Consideration Shares and the Aero Shares issuable upon exercise of the Replacement Options and the Pegasus Warrants from time to time shall have been authorized for listing on the TSXV, subject to official notice of issuance;
- (h) the issuance of the Consideration Shares and Replacement Options and the adjustment of the Pegasus Warrants will be exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) exemption and the registration or qualification requirements of all applicable U.S. state securities laws, and the issuance of the Consideration Shares and the Replacement Options will be exempt from the prospectus requirements of applicable Securities Laws in each of the Provinces of Canada in which holders of the Company Shares are resident; and such securities will not be subject to hold periods under the Securities Laws of Canada or the United States except as may be imposed by Rule 144 under the U.S. Securities Act with respect to "affiliates" or except as disclosed in the Circular or except by reason of the existence of any controlling interest in the Purchaser pursuant to the Securities Laws of any applicable jurisdiction; and
- (i) all other consents, waivers, permits, orders and approvals of any Governmental Entity, and the expiry of any waiting periods, in connection with, or required to permit the consummation of the Arrangement and the other transactions contemplated herein, the failure of which to obtain or the non expiry of which would have a Pegasus Material Adverse Effect or Aero Material Adverse Effect shall have been obtained or received on terms that will not have a Pegasus Material Adverse Effect or Aero Material Adverse Effect.

Conditions Precedent to Pegasus' Obligations under the Arrangement Agreement

The obligation of Pegasus to complete the Arrangement is subject to the fulfilment of the following additional conditions on or before the Effective Date:

- (a) all covenants of Aero under the Arrangement Agreement to be performed on or before the Effective Date shall have been duly performed by Aero in all material respects, and Aero shall have provided Pegasus with a certificate certifying such performance as of the Effective Date;
- (b) the representations and warranties of Aero set forth in the Arrangement Agreement shall be true and correct in all respects, without regard to any materiality or Aero Material Adverse Effect qualifications contained in them, of the Effective Time with the same force and effect as if made on and as of the Effective Date (except: (i) to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of such earlier date; or (ii) as affected by the Arrangement), except where any failure or failures of any such representations and warranties to be so true and correct in all respects would not, individually or in the aggregate, result in a Aero Material Adverse Effect, and Aero shall have provided Pegasus with a certificate certifying such accuracy as of the Effective Date;

- (c) between the date of the Arrangement Agreement up to and including the Effective Date, there shall not have occurred any fact, development, circumstance, change, matter, action, condition, event or occurrence that, individually or in the aggregate with all other facts, circumstances, changes, matters, actions, conditions, events or occurrences, has had, or would reasonably be expected to have a Aero Material Adverse Effect;
- (d) the board of directors of Aero shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by Aero to permit the consummation of the Arrangement and the issue of Consideration Shares, Replacement Options and the Aero Shares issuable upon the exercise of the Replacement Options and the Pegasus Warrants from time to time;
- (e) Aero shall have taken all necessary action to reconstitute the Aero Board as at the Effective Time;
- (f) Aero shall have made adequate provision for the payment of all outstanding employment obligations as at the Effective Time;
- (g) there shall not be pending or threatened any suit, action or proceeding by any Governmental Entity, in each case that has a reasonable likelihood of success with respect to the Arrangement or which otherwise is reasonably likely to constitute a Pegasus Material Adverse Effect or Aero Material Adverse Effect; and
- (h) all consents, approvals, authorizations and waivers of any persons (other than Governmental Entities) which are required or necessary for the completion of the Arrangement and other transactions contemplated hereby (including all consents, approvals, authorizations and waivers required under Aero's material agreements) shall have been obtained or received on terms which are acceptable to Pegasus, acting reasonably.

Conditions Precedent to Aero's Obligations under the Arrangement Agreement

The obligation of Aero to complete the Arrangement is subject to the fulfilment of the following additional conditions on or before the Effective Date:

- (a) all covenants of Pegasus under the Arrangement Agreement to be performed on or before the Effective Date shall have been duly performed by Pegasus in all material respects, and Pegasus shall have provided Aero with a certificate certifying such performance as of the Effective Date;
- (b) the representations and warranties of Pegasus set forth in the Arrangement Agreement shall be true and correct in all respects, without regard to any materiality or Pegasus Material Adverse Effect qualifications contained in them, of the Effective Time with the same force and effect as if made on and as of the Effective Date (except (i) to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of such earlier date, or (ii) as affected by the Arrangement), except where any failure or failures of any such representations and warranties to be so true and correct in all respects would not, individually or in the aggregate, result in a Pegasus Material Adverse Effect, and Pegasus shall have provided Aero with a certificate certifying such accuracy as of the Effective Date;
- (c) between the date of the Arrangement Agreement up to and including the Effective Date, there shall not have occurred any fact, development, circumstance, change, matter, action, condition, event or occurrence that, individually or in the aggregate with all other facts, circumstances, changes, matters, actions, conditions, events or occurrences, has had, or would reasonably be expected to have a Pegasus Material Adverse Effect;
- (d) Pegasus shall have entered into an amended and restated agreement in connection with the Jupiter Project upon terms reasonably acceptable to Aero;
- (e) the Pegasus Board shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by the Company to permit the consummation of the Arrangement;

- (f) the aggregate number of Pegasus Shares held, directly or indirectly, by Shareholders who have properly exercised Dissent Rights in connection with the Arrangement shall not exceed five percent (5%) of the outstanding Pegasus Shares; and
- (g) there having been no default or event of default under the Bridge Loan;
- (h) there shall not be pending or threatened any suit, action or proceeding by any Governmental Entity, in each case that has a reasonable likelihood of success with respect to the Arrangement, prohibits Aero's acquisition of Pegasus or which otherwise is reasonably likely to constitute a Pegasus Material Adverse Effect or Aero Material Adverse Effect;
- (i) all consents, approvals, authorizations and waivers of any persons (other than Governmental Entities) which are required or necessary for the completion of the Arrangement and other transactions contemplated hereby (including all consents, approvals, authorizations and waivers required under Pegasus' material agreements) shall have been obtained or received on terms which are acceptable to Aero, acting reasonably;
- (j) Pegasus being a reporting issuer in the Provinces of British Columbia and Alberta and not being on the list of reporting issuers in default; and
- (k) Pegasus shall have provided to Aero, on or before the Effective Date, written resignations effective as of the Effective Time, from all directors and officers of Pegasus and Pegasus Resources (USA) Inc. as Aero may request, acting reasonably.

The Arrangement Agreement contains customary representations and warranties for transactions of this nature in respect of certain matters on the parts of Pegasus and Aero

Non-Solicitation and Right to Match

Under the Arrangement Agreement, Pegasus agreed that:

- (a) the Company shall not, directly or indirectly:
 - (i) make, initiate, solicit, encourage or otherwise facilitate (including by way of furnishing information or according access to information or any site visit) any inquiries or proposals or offers that constitute an Acquisition Proposal or that could reasonably be expected to lead to an Acquisition Proposal;
 - (ii) participate in any discussions or negotiations with, furnish information to, or otherwise cooperate in any way with, any Person (other than Aero and its affiliates) regarding an Acquisition Proposal or that could reasonably be expected to lead to an Acquisition Proposal;
 - (iii) effect any Change of Recommendation; or
 - (iv) accept, enter into, or propose publicly to accept or enter into, any letter of intent, memorandum of understanding, term sheet, agreement in principle, agreement, arrangement or understanding related to any Acquisition Proposal.
- (b) The Company shall, and shall cause its Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Person (other than Aero) conducted heretofore by the Company or any of its representatives with respect to, or which may reasonably be expected to lead to, an Acquisition Proposal. To the extent it has not already done so, the Company shall discontinue or deny access to all parties other than Aero to any and all data rooms which may have been opened. To the extent that it is entitled to do so, the Company shall immediately request the return or destruction of all confidential non-public information provided to any third parties (other than Aero) who have entered into a confidentiality agreement

with the Company relating to a potential Acquisition Proposal, shall use all reasonable efforts to ensure that such requests are honoured and shall immediately advise Aero orally and in writing of any responses or action (actual or threatened) by any recipient of such request which could hinder, prevent, delay or otherwise adversely affect the completion of the Arrangement

- (c) The Company shall:
- (i) not release any Persons from, or terminate, amend, modify, waive or fail to enforce on a timely basis any obligation of any other Person under any confidentiality or standstill agreement or amend any such agreement or other conditions included in any agreement between the Company and a third party entered into prior to the date hereof;
 - (ii) promptly and diligently enforce all standstill, non-disclosure, non-disturbance, non-solicitation and similar covenants of any other Person in any letter of intent, memorandum of understanding, term sheet, agreement in principle, agreement, arrangement or understanding that it has entered into prior to the date hereof or enters into after the date hereof; and
 - (iii) not accept or enter into any letter of intent, memorandum of understanding, term sheet, agreement in principle, agreement, arrangement or understanding requiring the Company to abandon, terminate or fail to consummate the Arrangement or providing for the payment of any break, termination or other fees or expenses to any Person proposing an Acquisition Proposal in the event that the Company completes the transactions contemplated hereby or any other transaction with the Purchaser or any of its affiliates.
- (d) The Company shall not become a party to any letter of intent, memorandum of understanding, term sheet, agreement in principle, agreement, arrangement or understanding with any Person subsequent to the date hereof that limits or prohibits the Company from providing Aero and with any information required to be given to them by the Company under the Arrangement Agreement.

If the Pegasus Board determines that an Acquisition Proposal is a Superior Proposal, it must give Aero five Business Days' notice of the Pegasus Board's intention to accept, approve, recommend or enter into an agreement in respect of, such Acquisition Proposal.

During the three Business Day-period before Pegasus can accept, approve, recommend or enter into an agreement in respect of, an Acquisition Proposal, Aero shall have the right to offer in writing to amend the terms of the Arrangement Agreement as it relates to the Arrangement.

The Pegasus Board will review any written offer by Aero to amend the terms of the Arrangement Agreement as it relates to the Arrangement in good faith in order to determine whether such written offer of Aero would be at least equivalent to the Superior Proposal. In that event, Pegasus will enter into an amended agreement with Aero reflecting the written amendment proposed by Aero.

No amounts are required to be paid to Aero as a termination payment in the event that Pegasus enters into an agreement to effect a Superior Proposal or the Pegasus Board makes a Change in Recommendation in respect of the Arrangement.

Amendment of the Arrangement Agreement and Plan of Arrangement

The Arrangement Agreement and the Plan of Arrangement may be amended by mutual written agreement of the parties at any time before or after the holding of the Meeting but not later than the Effective Time, and any such amendment may, subject to the Interim Order and Final Order and applicable Laws:

- (a) change the time for performance of any of the obligations or acts of the parties;
- (b) waive or modify any inaccuracies or modify any representation, term or provision contained in the Arrangement Agreement or in any document delivered pursuant thereto; or

- (c) waive compliance with or modify any of the conditions precedent or any of the covenants or modify performance of any of the obligations of the parties.

Termination of the Arrangement Agreement

The Arrangement Agreement may be terminated at any time prior to the Effective Time by mutual written consent of Aero and Pegasus if:

- (a) the Effective Time has not occurred on or prior to May 31, 2026 unless the failure of the Effective Time to occur by such date is the result of the breach of the obligations of the party terminating the Arrangement Agreement or any representation or warranty of such party being untrue or incorrect;
- (b) there shall be enacted an applicable Law (or applicable Law amended) or there shall be an injunction or court order that makes consummation of the Arrangement illegal or otherwise prohibits Pegasus or Aero from consummating the Arrangement; or
- (c) the required vote for the for the Arrangement Resolution is not obtained at the Meeting or any adjournment thereof.

Aero may terminate the Arrangement Agreement at any time prior to the Effective Time if:

- (a) Pegasus shall have effected a Change of Recommendation (as defined in the Arrangement Agreement);
- (b) Pegasus breaches the non-solicitation covenants included in the Arrangement Agreement; or
- (c) a Pegasus Material Adverse Effect has occurred.

Pegasus may terminate the Arrangement Agreement at any time prior to the Effective Time if:

- (a) Pegasus proposes to accept a Superior Proposal; or
- (b) an Aero Material Adverse Effect has occurred.

The above is a summary of the provisions of the Arrangement Agreement. Shareholders should refer to the full text of the Arrangement Agreement, which is filed on SEDAR+.

Bridge Loan

In connection with the Arrangement Agreement, Aero advanced to Pegasus a secured bridge loan in the principal amount of \$80,000 (the "**Bridge Loan**"). Pursuant to the Bridge Loan, the outstanding principal balance owing to Aero bears interest at the annual rate of 7.5% and is secured by a share pledge agreement. The Bridge Loan will become repayable within ten business days of the termination of the Arrangement Agreement or the completion of the Arrangement.

Depositary

Computershare Investor Services Inc. is proposed to be appointed to act as Depositary with respect to the Arrangement. The Depositary will receive deposits of share certificates and DRS Advices representing Pegasus Shares and accompanying Letters of Transmittal at the offices specified in the Letters of Transmittal and will be

responsible for distributing the Consideration under the Arrangement, subject to applicable tax withholding obligations.

Exchange of Certificates

At the time of sending the Information Circular to each Shareholder, Pegasus is also sending to each Registered Shareholder a Letter of Transmittal with respect to exchanging their Pegasus Shares for Aero Shares pursuant to the Arrangement.

If the Arrangement becomes effective, upon delivery to the Depositary of a duly completed and validly executed Letter of Transmittal, together with the applicable Pegasus Share Certificate(s) or DRS Advice(s) (i) a Registered Shareholder (other than a Dissenting Shareholder) shall be entitled to receive by providing each Pegasus Share formerly held by such Shareholder certificates evidencing the Aero Shares registered in such holder's name, that such Shareholder has the right to receive therefor in accordance with the Plan of Arrangement; and (ii) any Pegasus Share Certificate or DRS Advice so surrendered shall forthwith be cancelled. Promptly after receipt of a properly submitted Letter of Transmittal and following the Effective Time, the Depositary shall cause the Aero Shares to be sent to the Shareholder at the mailing address designated by such holder in the Letter of Transmittal. Until so surrendered, each outstanding Pegasus Share Certificate or DRS Advice shall be deemed from and after the Effective Time, for all purposes, to evidence only the right to receive upon such surrender the Aero Shares for each Pegasus Share represented by such Pegasus Share Certificate or DRS Advice pursuant to the Arrangement.

Neither Aero nor Pegasus shall be liable to any Shareholder or former Shareholder for the Aero Shares attributable to Pegasus Shares, or for any other cash amounts, delivered to any public official pursuant to any applicable abandoned property, escheat or similar Law.

Fractional Securities

No fractional Aero Shares shall be distributed to Pegasus Shareholders pursuant to the Arrangement.

The number of Aero Shares to be distributed to Pegasus Shareholders under the Arrangement shall be rounded down to the nearest whole Aero Share, as the case may be, in the event that a Shareholder is entitled to a fractional share.

Cancellation of Rights after Six Years

To the extent that a Shareholder shall not have complied with the provisions of the Plan of Arrangement on or before the sixth anniversary of the Effective Date, any Pegasus Share held by such Shareholder shall cease to represent a claim by, or interest of any kind or nature, against or in Pegasus or Aero and the Aero Shares that such Shareholder was otherwise entitled to receive shall be automatically cancelled.

Accordingly, persons who tender Pegasus Share Certificates after the sixth anniversary of the Effective Date will not receive Aero Shares, will not own any interest in Pegasus or Aero, and will not be paid any compensation.

Rights of Dissent

Registered Shareholders are entitled to exercise Dissent Rights in connection with the Arrangement and to be paid the fair value of their Pegasus Shares subject to strict compliance with Sections 237 to 247 of the BCBCA, as may be modified by the Interim Order, Final Order and the Plan of Arrangement. See "Rights of Dissenting Shareholders". It is a condition of the Arrangement that holders of no more than 5% of the outstanding Pegasus Shares shall have validly exercised the Dissent Rights.

Income Tax Considerations

Shareholders and holders of Pegasus Options and Pegasus Warrants should consult their own tax advisors about the applicable Canadian federal, provincial, local and foreign tax consequences of the Arrangement.

Summary of Canadian Federal Income Tax Considerations

See “*Canadian Federal Income Tax Considerations*”.

United States Federal Income Tax

This Information Circular does not contain a discussion of the U.S. federal income tax consequences of the Arrangement to Shareholders subject to United States tax jurisdiction. U.S. Holders of Pegasus Shares should consult their own tax advisors with respect to the U.S. federal income tax consequences of the Arrangement, including the holding of shares in a “passive foreign investment company” and regarding the U.S. tax implications to them of the Arrangement.

Court Approval and Effective Date

The Arrangement requires approval by the Court under Section 288 of the BCBCA. Prior to the mailing of the Information Circular, Pegasus obtained the Interim Order, which provides for the calling and holding of the Pegasus Meeting, the Dissent Rights and other procedural matters. A copy of the Interim Order is attached as Schedule “C” to this Information Circular. Subject to the terms of the Arrangement Agreement and the approval of the Arrangement Resolution by Shareholders at the Meeting, Pegasus will make application to the Court for the Final Order at 800 Smithe Street, Vancouver, British Columbia, Canada on May 4, 2026 at 9:45 a.m. (Vancouver time) or as soon thereafter as reasonably practicable.

At the hearing, the Court will consider, among other things, the fairness of the terms and conditions of the Arrangement to those to whom securities will be issued. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit. Prior to the hearing on the Final Order, the Court will be informed that the Final Order will also constitute the basis for the exemption provided by Section 3(a)(10) of the U.S. Securities Act with respect to the securities to be issued and distributed to Shareholders pursuant to the Arrangement. It is presently contemplated that the Effective Date will be on or about May 5, 2026 . See “*The Arrangement - Court Approval of the Arrangement and Effective Date*”.

Securities Law Information for Canadian Securityholders

The distribution of securities pursuant to the Arrangement Agreement will be exempt from the prospectus requirements of Securities Laws. With certain exceptions, the Aero Shares may generally be resold in each of the provinces and territories of Canada, provided the trade is not a “control distribution” as defined in the applicable legislation, no unusual effort is made to prepare the market or create a demand for those securities, no extraordinary commission or consideration is paid in respect of that sale and, if the selling securityholder is an insider or officer of Aero, the insider or officer has no reasonable grounds to believe that Aero is in default of Securities Laws. Shareholders are urged to consult their legal advisors to determine the applicability to them of the resale restrictions prescribed by applicable Securities Laws.

See “*Securities Laws Considerations - Canadian Securities Laws*”.

Securities Law Information for United States Securityholders

The securities to be issued and distributed in connection with the Arrangement to Shareholders are not required to be, and will not be, registered under the U.S. Securities Act. Such securities will be issued and distributed in reliance upon the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. The Aero Shares to be issued pursuant to the Arrangement will not be subject to resale restrictions under the U.S. Securities Act except with respect to U.S. holders of the Aero Shares who are “affiliates” of Aero or who were “affiliates” of Aero within 90 days prior to the Effective Date of the Arrangement.

See “*Securities Laws Considerations - U.S. Securities Laws*”.

Risk Factors

There are risks associated with the completion of the Arrangement. These risks include:

- (i) Pegasus may not obtain the necessary approvals for completion of the Arrangement on satisfactory terms or at all;
- (ii) the Arrangement Agreement may be terminated in certain circumstances;
- (iii) that market reaction to the Arrangement and the future trading price of the Aero Shares cannot be predicted;
- (iv) that the Arrangement may give rise to significant adverse tax consequences to Shareholders and as such, each Shareholder is urged to consult his or her own tax advisor; and
- (v) uncertainty as to whether the Arrangement will have a positive impact on the business or share price of Aero.

An investment in a natural resource company involves a significant degree of risk. The Aero Shares to be distributed to the Shareholders pursuant to the Arrangement are subject to a number of risks.

Shareholders should review carefully the risk factors set forth under “*The Arrangement - Arrangement Risk Factors*” in this Information Circular, including under “*The Arrangement - Risk Factors - Risks Associated with Aero*” in this Information Circular.

GLOSSARY OF TERMS

In this Information Circular, the following capitalized terms shall have the following meanings, in addition to other terms defined elsewhere in this Information Circular.

“Aero Board”	means the board of directors of Aero.
“Aero Disclosure Letter”	means the letter of disclosure dated as of the date of the Arrangement Agreement that has been provided by Aero to Pegasus contemporaneously with the execution of the Arrangement Agreement.
“Aero”	means Aero Energy Limited.
“Aero Material Adverse Effect” or “Pegasus Material Adverse Effect”	<p>when used in connection with Aero or Pegasus, means any change, effect, development, event or occurrence that has an effect that is, or would reasonably be expected to cause, a “Material Adverse Change” with respect to such party and its subsidiaries taken as a whole.</p> <p>“Material Adverse Change” when used in connection with Aero or Pegasus, means: (a) any change, effect, development, event or occurrence that, individually or in the aggregate, prevents, or would reasonably be expected to prevent such party from performing its material obligations under the Arrangement Agreement in any material respect prior to May 31, 2026 (or such other date determined in writing by the parties); or (b) any change, effect, development, event or occurrence that, individually or in the aggregate, is, or would reasonably be expected to be, material and adverse to the business, properties, assets, operations, condition, affairs, liabilities (contingent or otherwise), obligations (whether absolute, conditional or otherwise) or prospects of such party and its subsidiaries taken as a whole, other than any change, effect, development, event or occurrence: (i) relating to the announcement of the execution of the Arrangement Agreement or relating to the Arrangement or other transactions contemplated by the Arrangement Agreement; (ii) relating to a decrease in the market price of such party’s common shares on any stock exchange (it being understood that, if the cause or causes of any decrease, in and of itself or themselves, is otherwise a Material Adverse Change, then such decrease may be taken into consideration when determining whether a Material Adverse Change has occurred); (iii) relating to Canadian or global economic, financial, banking, securities or currency exchange market conditions in general; (iv) affecting the worldwide gold mining industry in general, including any changes in the market price of gold; (v) relating to any effect resulting from an act of terrorism or any outbreak of hostilities or war (or any escalation or worsening thereof); (vi) relating to any natural disaster; (vii) relating to any generally applicable change in applicable Laws (other than orders, judgments or decrees against a party or a subsidiary of a party) or in IFRS, in each case, to the extent necessary; (viii) relating to any epidemic, pandemic or outbreak of illness (including COVID-19 and any variations/mutations thereof) or other health crisis or public health event, or the worsening of any of the foregoing; or (ix) relating to any action taken by Aero or Pegasus at the request of the other or that is required or contemplated by the Arrangement Agreement; provided, however, that the effect referred to in clauses (iii) through (vii) above does not primarily relate to (or have the effect of primarily relating to) the party and the party’s subsidiaries, taken as a whole, or</p>

disproportionately adversely affect the party and the party's subsidiaries, taken as a whole, compared with other companies of a similar size operating in the industry and jurisdiction in which that party and that party's subsidiaries operate.

- “Aero Mineral Rights”** means all of the Aero's mineral interests, rights and ancillary rights (including any fee land, patented and unpatented mining claims and mill sites, deeds, concessions, exploration licences, exploitation licences, prospecting or other permits, approvals, authorizations or consents, mining leases, mining rights, easements and leases, surface use and access rights, and water rights).
- “Aero Option Plan”** means Aero's amended and restated stock option plan.
- “Aero Options”** means options to purchase Aero Shares issued pursuant to the Aero Option Plan or any predecessor option plan.
- “Aero Shares”** means the common shares in the authorized share structure of Aero.
- “Aero Warrants”** means the warrants issued by Aero to acquire Aero Shares.
- “Acquisition Proposal”** means other than the transactions contemplated by the Arrangement Agreement and the Plan of Arrangement, any offer, proposal or inquiry from any person or joint actors (other than Aero) prior to the date of termination of the Arrangement Agreement pursuant to Article 7 relating to: (a) any direct or indirect acquisition or purchase of 20% or more of the assets or of 20% or more of any voting or equity securities of the Company; (b) any take-over bid or exchange offer that, if consummated, would result in such person or joint actors beneficially owning, in the aggregate, 20% or more of any class of voting or equity securities of the Company; (c) a plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving the Company; or (d) any proposal or offer to, or public announcement of any intention to do, any of the forgoing from any person or joint actors (other than Aero).
- “Arrangement”** means the arrangement to be effected under the provisions of Section 288 of the BCBCA, on the terms and conditions set forth in the Plan of Arrangement, subject to any amendment or supplement thereto made in accordance with the Arrangement Agreement, the Plan of Arrangement or at the direction of the Court.
- “Arrangement Agreement”** means the arrangement agreement dated February 27, 2026 between the Company and Aero including the schedules thereto, as supplemented or amended from time to time.
- “Arrangement Resolution”** means the special resolution under the BCBCA approving the Arrangement to be voted on by Shareholders at the Meeting, the full text of which is set out in Schedule “A” hereto.
- “BCBCA”** means the *Business Corporations Act* (British Columbia), as amended.
- “Bridge Loan”** means the secured bridge loan provided by Aero to Pegasus in the amount of \$80,000.
- “Broadridge”** means Broadridge Financial Solutions, Inc.

“Business Day”	means any day, other than a Saturday or a Sunday, when Canadian chartered banks are open for business in the City of Vancouver, British Columbia.
“Change in Recommendation”	means the Pegasus Board having withdrawn, qualified, amended or modified, or proposed publicly to withdraw, qualify, amend or modify, in a manner adverse to Aero, its approval of the Arrangement or its recommendation that the Shareholders vote in favour of the Arrangement Resolution, including taking a neutral position or no position with respect to an Acquisition Proposal following the public announcement thereof.
“Company” or “Pegasus”	means Pegasus Resources Inc., a company existing under the BCBCA, and, unless the context requires otherwise or unless otherwise stated, terms such as “we”, “our”, “us” refer to the Company.
“Concurrent Financing”	means, if applicable, one or more financings by Aero to be completed on or prior to the Effective Date and involving the issuance of subscription receipts, common shares, warrants or any combination thereof for aggregate gross proceeds of up to C\$6,000,000 (or such higher amount as may be agreed to by Pegasus and Aero), whereby the proceeds, or a portion, of such financing(s), less a portion of the expenses of any underwriters or agents, will be placed into escrow and released immediately prior to, at or immediately after the Effective Time.
“Consideration”	means the consideration to be received by the Shareholders pursuant to the Plan of Arrangement as consideration for their Pegasus Shares consisting of one hundred thirty three thousandths (0.133) of a Consideration Share for every one (1) Pegasus Share held.
“Consideration Shares”	means the Aero Shares to be issued as consideration for the Pegasus Shares pursuant to the Plan of Arrangement.
“Corporate Finance Manual”	means the Corporate Finance Manual of the TSXV, as amended from time to time.
“Court”	means the Supreme Court of British Columbia.
“CRA”	means the Canada Revenue Agency.
“CSE”	means the Canadian Securities Exchange.
“Depository”	means Computershare Investor Services Inc., being the depository to be appointed by the Company for the purpose of, among other things, delivering DRS Advice representing the Consideration Shares in connection with the Arrangement.
“Directors”	means the directors of the Company.
“Dissent Notice”	means the notice of dissent provided by a Dissenting Shareholder in accordance with the BCBCA and as described under the heading “ <i>Dissent Rights</i> ” in this Information Circular.
“Dissent Procedures”	means the dissent procedures set out in Sections 237 to 247 of the BCBCA (which is attached as Schedule “G” to this Information Circular), as modified by the Plan of Arrangement, the Interim Order, and any other order of the Court, as described under “Rights of Dissenting Shareholders”.

“Dissent Rights”	Means the rights of dissent pursuant to and in the manner set forth in Sections 237 - 247 of the BCBCA (as modified by the Plan of Arrangement, the Interim Order and the Final Order) and as described under the heading “ <i>Dissent Rights</i> ” in this Information Circular.
“Dissenting Shareholders”	means Shareholders who have properly exercised their rights of dissent pursuant to Article 4 of the Plan of Arrangement and who do not withdraw or be deemed to have withdrawn such exercise of Dissent Rights prior to the Effective Time.
“Dissent Shares”	has the meaning given to that term under “ <i>Dissent Rights</i> ”.
“DRS Advice”	means a Direct Registration System statement or advice issued under the electronic register of the shares of the applicable issuer maintained by its transfer agent and registrar.
“Effective Date”	means the date upon which the Arrangement becomes effective as provided in the Plan of Arrangement.
“Effective Time”	means 12:01 am (Vancouver time) on the Effective Date or such other time as may be agreed to by the parties to the Arrangement Agreement.
“Energy Sands Project”	means Pegasus’ fully permitted, 100% owned project comprising approximately 1,500 acres in the San Rafael Uranium District and bordering Urano’s I-70 Uranium Project.
“Exchange Ratio”	means the ratio of one hundred thirty-three thousandths (0.133) of an Aero Share exchanged for every one (1) Pegasus Share.
“Fairness Opinion”	means the written opinion of the Financial Advisor dated March 7, 2026, delivered to the Pegasus Board to the effect that as of the date of such opinion, subject to the assumptions and limitations set out therein, the Arrangement is fair, from a financial point of view, to the Shareholders.
“Final Order”	means the final order of the Court approving the Arrangement.
“Financial Advisor”	means RWE Growth Partners, Inc., financial advisor to the Pegasus Board.
“Forooghian”	means Forooghian + Company Law Corporation, Canadian counsel to Aero.
“Governmental Entity”	means: (i) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, minister, ministry, bureau, agency or instrumentality, domestic or foreign; (ii) any stock exchange, including the TSXV and CSE, as applicable; (iii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iv) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, antitrust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing.
“I-70 Uranium Project”	means Urano’s 100%-owned uranium project located in Utah.

“IFRS Accounting Standards”	means International Financial Reporting Standards as issued by the International Accounting Standards Board.
“Information Circular”	means this management information circular of the Company.
“Interim Order”	means the interim order of the Court dated March 26, 2026 pursuant to Section 288 of the BCBCA, providing for, among other things, the calling of the Meeting.
“Intermediary”	means the intermediary that the Non-Registered Holder deals with, in respect of his, her or their shares, which include banks, trust companies, securities dealers or brokers, and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans.
“Jupiter Uranium Project”	means the drill-ready, permitted uranium project located approximately 3 km north of the Energy Sands Project and adjacent to Urano’s I-70 Uranium Project, in which Pegasus has acquired a 75% interest, with an option to acquire an additional 25% interest.
“Letter of Transmittal”	means the letter of transmittal which, when properly completed, executed and forwarded to the Depositary with a certificate and DRS Advices representing Pegasus Shares, will enable the Shareholders to exchange their certificates and DRS Advices representing Pegasus Shares for certificates and DRS Advices representing Aero Shares upon the completion of the Arrangement.
“Law” or “Laws”	means any and all laws (statutory, common or otherwise), statutes, regulations, statutory rules, regulatory instruments, principles of law, orders, injunctions, judgments, published policies and guidelines (to the extent that they have the force of law), and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, statutory body or self-regulatory authority, and the term “applicable” with respect to such Laws and in the context that refers to one or more Persons means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.
“Management”	means management of the Company.
“Meeting”	means the annual general and special meeting of Shareholders to be held at Suite 1200, 750 West Pender Street, Vancouver, BC V6C 2B5 on Wednesday, April 29, 2026 at 11:00 a.m. (Vancouver time) to consider, among other matters, the Arrangement, and any adjournment or postponement thereof.
“MI 61-101”	means Multilateral Instrument 61-101 - <i>Protection of Minority Security Holders in Special Transactions</i> of the Canadian Securities Administrators.
“Morton”	means Morton Law, LLP, Canadian counsel to Pegasus.
“NI 43-101”	means National Instrument 43-101 - <i>Standards of Disclosure for Mineral Projects</i> of the Canadian Securities Administrators

“Non-Objecting Beneficial Owners” or “NOBOs”	means Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company.
“Non-Registered Holders”	means Shareholders who beneficially own Pegasus Shares that are registered in the name of a broker, another intermediary or an agent of that broker or intermediary.
“Notice” or “this Notice”	means the Notice of Annual General and Special Meeting of Shareholders accompanying this Information Circular.
“Notice of Hearing of Petition”	means the notice of hearing of petition to be filed with the Court in connection with the hearing for the Final Order, in the form attached to the Information Circular as Schedule "D".
“Objecting Beneficial Owners” or “OBOs”	means those who object to their identity being known to the issuers of the securities which they own.
“Optionee” or “Optionholders”	means the holders of the Pegasus Options.
“OTCID”	means the OTC Markets Group Inc.’s Basic Market platform.
“OTC Pink”	means the OTC Markets Group Inc.’s Open Market platform.
“Pegasus Shares”	means the common shares in the authorized share structure of Pegasus.
“Pegasus Board”	means the board of Directors of the Company.
“Pegasus Disclosure Letter”	means the letter of disclosure dated as of the date of the Arrangement Agreement that has been provided by Pegasus to Aero contemporaneously with the execution of the Arrangement Agreement.
“Pegasus Mineral Rights”	means all of the mineral interests, rights and ancillary rights (including any fee land, patented and unpatented mining claims and mill sites, deeds, concessions, exploration licences, exploitation licences, prospecting or other permits, approvals, authorizations or consents, mining leases, mining rights, easements and leases, surface use and access rights, and water rights) held by Pegasus and its subsidiaries.
“Pegasus Option Plan”	means the Company’s stock option plan, as may be amended from time to time.
“Pegasus Options”	means the outstanding stock options of Pegasus, exercisable to acquire Pegasus Shares, granted pursuant to the Pegasus Option Plan.
“Pegasus Share Certificate”	means a certificate representing Pegasus Shares.
“Pegasus Subsidiary”	means the subsidiary of Pegasus being acquired by Aero pursuant to the Arrangement.
“Pegasus Warrants”	means the outstanding warrants of Pegasus entitling the Pegasus Warrantholders to purchase Pegasus Shares.
“Pegasus Warrantholders”	means the holders of the Pegasus Warrants.
“Plan of Arrangement”	means the plan of arrangement that is attached to this Information Circular as Schedule "B", and any amendment or variation thereto.

“Proxy”	means the form of proxy accompanying this Information Circular.
“Record Date”	means March 20, 2026, being the date set by the Company for determining Shareholders entitled to receive notice of and vote at the Meeting.
“Registered Shareholder”	means a holder of record of Pegasus Shares.
“Registrar”	means the British Columbia Registrar of Companies appointed under Section 400 of the BCBCA.
“Replacement Options”	means the options to purchase Aero Shares upon the deemed exchange for vested and unvested Pegasus Options outstanding immediately prior to the Effective Time.
“SEC”	means the United States Securities Exchange Commission.
“Securities Laws”	means the Securities Act (British Columbia), the U.S. Securities Act, the U.S. Exchange Act, and all other applicable Canadian provincial and United States federal and state securities Laws.
“SEDAR+”	means System for Electronic Document Analysis and Retrieval +.
“Shareholder Approval”	means the approval of the Arrangement Resolution by means of a Special Resolution.
“Shareholders”	means the holders of the Pegasus Shares.
“Special Resolution”	means a resolution passed by a majority of not less than two-thirds (66⅔%) of the votes cast by Shareholders in respect of such resolution at the Meeting.
“Superior Proposal”	means an unsolicited <i>bona fide</i> written Acquisition Proposal (as defined in the Arrangement Agreement) (provided, however, that for the purposes of this definition, all references to “20%” shall be changed to “100%”) made by a third party or parties acting jointly (other than the Purchaser and its affiliates) that did not result from a breach of Section 5.1 of the Arrangement Agreement and which: (a) is not subject to any financing condition and in respect of which any required financing to complete such Acquisition Proposal has been obtained or demonstrated to the satisfaction of the Company Board acting in good faith (after receipt of advice from its financial advisors and outside legal counsel) to be reasonably likely to be obtained without undue delay; (b) is not subject to a due diligence condition and/or access condition; (c) is made available to all Shareholders on the same terms and conditions; and (d) in the good faith determination of the Pegasus Board, after consultation with its financial advisors and outside legal counsel: (i) is reasonably capable of being completed in accordance with its terms and without undue delay relative to the completion of the Arrangement, taking into account, all legal, financial, regulatory and other aspects of such proposal and the person making such proposal; and (ii) would, if consummated and taking into account all of the terms and conditions of such Acquisition Proposal (but not assuming away the risk of non-completion), result in a transaction more favourable to the Company Shareholders from a financial point of view than the Arrangement (including any adjustment to the terms and conditions of the Arrangement proposed by Aero pursuant to Section 5.4 of the Arrangement Agreement); and (e) in the event that the Company does not have the financial resources to pay the Termination Fee (as

defined in the Arrangement Agreement), the terms of such Acquisition Proposal provide that the person making such Superior Proposal shall advance or otherwise provide the Company the cash required for the Company to pay the Termination Fee and such amount shall be advanced or provided on or before the date such Termination Fee becomes payable.

- “Support Agreements”** means the shareholder voting and support agreements dated February 24, 2026 and February 27, 2026 made between Aero and the Supporting Shareholders.
- “Supporting Shareholders”** means each of the Directors and executive officers of Pegasus who are party to the Support Agreements.
- “Tax Act”** means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.
- “Transfer Agent”** means Endeavor Trust Corporation.
- “TSXV”** means the TSX Venture Exchange.
- “U.S. Exchange Act”** means the United States *Securities Exchange Act of 1934*, as amended, and rules and regulations thereunder.
- “U.S. Holder”** means a beneficial owner of Pegasus Shares participating in the Arrangement (or exercising Dissent Rights pursuant to the Arrangement) who is, for U.S. federal income tax purposes:
- (a) an individual who is a citizen or resident of the United States;
 - (b) a corporation, or other entity taxable as a corporation, that is created or organized under the laws of the United States or any state thereof or the District of Columbia;
 - (c) an estate, the income of which is subject to taxation in the United States regardless of its source; or
 - (d) a trust (i) that is subject to the primary supervision of a U.S. court and the control of one or more U.S. persons or (ii) that has an election in effect under applicable U.S. Treasury Regulations to be treated as a United States person.
- “U.S. Person”** means a “U.S. person”, as defined in Regulation S under the U.S. Securities Act.
- “U.S. Securities Act”** means the United States *Securities Act of 1933*, as amended, and rules and regulations thereunder.
- “Urano”** means Urano Energy Corp, a company existing under the BCBCA.
- “Urano Arrangement”** means the arrangement between Urano and Aero to be effected under the provisions of Section 288 of the BCBCA, on the terms and conditions set forth in a plan of arrangement, subject to any amendment or supplement thereto made in accordance with an arrangement agreement between Urano and Aero dated February 27, 2026, the plan of arrangement or at the direction of the Court

“Urano Share”

means the common shares in the authorized share structure of Urano.

“Urano Transaction”

means the proposed business combination transaction between Urano and Pegasus pursuant to which Urano would acquire all of the issued and outstanding securities of Pegasus pursuant to the binding letter agreement dated December 1, 2025 between the Company and Urano.

INFORMATION CIRCULAR

(Containing information as at March 20, 2026 unless indicated otherwise)

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Information Circular is furnished in connection with the solicitation of proxies by the management of Pegasus Resources Inc. for use at the Meeting of the Shareholders to be held on Wednesday, April 29, 2026 and any adjournment thereof at the time and for the purposes set forth in the accompanying Notice. While it is expected that the solicitation will be primarily by mail, proxies may be solicited personally or by telephone by the Directors, officers and regular employees of the Company at nominal cost. All costs of solicitation by management will be borne by the Company.

The Company is not relying on the “Notice and Access” delivery procedures outlined in National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators (“**NI 54-101**”) to distribute copies of proxy-related materials in connection with the Meeting by posting them on a website.

The contents and the sending of this Information Circular have been approved by the Directors.

Appointment of Proxyholder

The individuals named (the “**Management Nominees**”) in the accompanying form of proxy (the “**Proxy**”) are Directors or officers of the Company. **IF YOU ARE A SHAREHOLDER ENTITLED TO VOTE AT THE MEETING, YOU HAVE THE RIGHT TO APPOINT A PERSON OR COMPANY OTHER THAN EITHER OF THE PERSONS DESIGNATED IN THE PROXY, WHO NEED NOT BE A SHAREHOLDER, TO ATTEND AND ACT FOR YOU AND ON YOUR BEHALF AT THE MEETING. YOU MAY DO SO EITHER BY STRIKING OUT THE NAMES OF MANAGEMENT NOMINEES AND INSERTING THE DESIRED PERSON’S NAME IN THE BLANK SPACE PROVIDED IN THE PROXY OR BY COMPLETING ANOTHER FORM OF PROXY.** If your common shares are held in physical form (i.e. paper form) and are registered in your name, then you are a Registered Shareholder. However, if, like most shareholders, you keep your common shares in a brokerage account, then you are a Non-Registered Holder. The manner for voting is different for Registered Shareholders and Non-Registered Holders. The instructions below should be read carefully by all shareholders.

Revocation of Proxies

A Shareholder who has given a Proxy may revoke it by an instrument in writing executed by the Shareholder or by his attorney authorized in writing or, where the shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and delivered either to the registered office of the Company, at Suite 2501- 550 Burrard Street, Vancouver, BC V6C 2B5, at any time up to and including the last Business Day preceding the day of the Meeting, or if adjourned, any reconvening thereof, or in any other manner provided by law. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

Registered Shareholders

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a Proxy may do so by:

- completing, dating and signing the enclosed Proxy and returning it to the Company’s transfer agent, Endeavor Trust Corporation by mail or by hand at Suite 702, 777 Hornby Street, Vancouver, BC V6Z 1S4; or

- using the Internet through the website of the Company's transfer agent at www.eproxy.ca Registered Shareholders must follow the instructions that appear on the screen and refer to the enclosed Proxy form for the holder's control number and password,

in all cases ensuring that the Proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the time for the Meeting or the adjournment thereof at which the Proxy is to be used.

Information for Non-Registered Holders

Only registered holders of Pegasus Shares or the persons they appoint as their proxyholders are permitted to vote at the Meeting. In many cases, Pegasus Shares beneficially owned by a holder are registered either:

- (a) in the name of an Intermediary that the Non-Registered Holder deals with in respect of the shares. Intermediaries include banks, trust companies, securities dealers or brokers, and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans; OR
- (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited (CDS) of which the Intermediary is a participant.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as "**NOBOs**". Those Non-Registered Holders who have objected to their Intermediary disclosing ownership information about themselves to the Company are referred to as "**OBOs**".

Pursuant to NI 54-101, the Company has distributed copies of proxy-related materials in connection with this Meeting (including this Information Circular) directly to the NOBOs and indirectly to Non-Registered Holders through the Intermediaries for onward distribution.

Intermediaries that receive the proxy-related materials are required to forward the proxy-related materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Intermediaries often use service companies to forward the proxy-related materials to Non-Registered Holders.

These securityholder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

The Company will not be paying for Intermediaries to deliver to OBOs (who have not otherwise waived their right to receive proxy-related materials) copies of the proxy-related materials and related documents. Accordingly, an OBO will not receive copies of the proxy-related materials and related documents unless the OBO's Intermediary assumes the costs of delivery.

Generally, Non-Registered Holders who have not waived the right to receive proxy-related materials (including OBOs who have made the necessary arrangements with their Intermediary for the payment of delivery and receipt of such proxy-related materials) will be sent a voting instruction form which must be completed, signed and returned by the Non-Registered Holder in accordance with the Intermediary's directions on the voting instruction form. In some cases, such Non-Registered Holders will instead be given a proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of common shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. This form of Proxy does not need to be signed by the Non-Registered Holder but, to be used at the Meeting, needs to be properly completed and deposited with Endeavor as described under "Voting of Proxies" below.

The purpose of these procedures is to permit Non-Registered Holders to direct the voting of the common shares that they beneficially own. Should a Non-Registered Holder wish to attend and vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Holder), the Non-Registered Holder should insert the Non-Registered Holder's (or such other person's) name in the blank space provided or, in the case of a voting instruction form, follow the corresponding instructions on the form.

Non-Registered Holders should carefully follow the instructions of their Intermediaries and their service companies, including instructions regarding when and where the voting instruction form or Proxy form is to be delivered.

All references to shareholders in this Information Circular and the accompanying form of Proxy and Notice are to shareholders of record unless specifically stated otherwise.

Voting of Proxies

The Pegasus Shares represented by a properly executed Proxy in favour of persons proposed by management as proxyholders in the accompanying form of Proxy will:

- (a) be voted or withheld from voting in accordance with the instructions of the person appointing the proxyholder on any ballot that may be taken; and
- (b) where a choice with respect to any matter to be acted upon has been specified in the form of Proxy, be voted in accordance with the specification made in such Proxy.

ON A POLL SUCH SHARES WILL BE VOTED IN FAVOUR OF EACH MATTER FOR WHICH NO CHOICE HAS BEEN SPECIFIED OR WHERE BOTH CHOICES HAVE BEEN SPECIFIED BY THE SHAREHOLDER.

The enclosed form of Proxy when properly completed and delivered and not revoked confers discretionary authority upon the person appointed proxy thereunder to vote with respect to amendments or variations of matters identified in the Notice, and with respect to other matters which may properly come before the Meeting. If any amendments or variations to matters identified in the Notice are properly brought before the Meeting or any further or other business is properly brought before the Meeting, it is the intention of the persons designated in the enclosed form of Proxy to vote in accordance with their best judgment on such matters or business. At the time of the printing of this Information Circular, the management of the Company knows of no such amendment, variation or other matter that may be presented to the Meeting.

Voting Securities and Principal Holders of Voting Securities

Authorized Capital: an unlimited number of common shares without par value

Issued and Outstanding: 39,891,668⁽¹⁾ common shares without par value

Note:

(1) As at February 27, 2026 and the date hereof.

Only Shareholders of record at the close of business on March 20, 2026, the Record Date, who either personally attend the Meeting or who have completed and delivered a form of Proxy in the manner and subject to the provisions described above shall be entitled to vote or to have their Pegasus Shares voted at the Meeting.

On a show of hands, every individual who is present and is entitled to vote as a shareholder or as a representative of one or more corporate shareholders will have one vote, and on a poll every shareholder present in person or represented by a Proxy and every person who is a representative of one or more corporate shareholders, will have one vote for each Pegasus Share registered in that shareholder's name on the list of shareholders as at the Record Date, which is available for inspection during normal business

hours at Endeavor and will be available at the Meeting. **Shareholders represented by proxyholders are not entitled to vote on a show of hands.**

In order to be effective, the Arrangement Resolution to be submitted to Shareholders at the Meeting must be approved by the affirmative vote of not less than two-thirds (66⅔%) of the votes cast thereon by the Shareholders voting together as a single class. In order to be effective, the resolution to approve all other matters must be approved by the affirmative vote of not less than a majority of the votes cast thereon by the Shareholders voting together as a single class.

To the knowledge of the Directors and executive officers of the Company no person or company beneficially owns, directly or indirectly, or exercises control or direction over Pegasus Shares carrying 10% or more of the voting rights attached to all voting securities of the Company as at the date hereof.

Currency

Unless otherwise specified, all dollar amounts presented in this Information Circular are in Canadian currency.

Interest of Certain Persons or Companies in Matters to be Acted Upon

In considering the recommendation of the Pegasus Board with respect to the Arrangement Resolution, Shareholders should be aware that certain members of Pegasus' senior management and the Pegasus Board have certain interests in connection with the Arrangement Resolution that may present them with actual or potential conflicts of interest in connection with the Arrangement Resolution. The Pegasus Board is aware of these interests and considered them along with the other matters described below under "*The Arrangement - Reasons for the Arrangement and Recommendation of the Pegasus Board*".

The executive officers and Directors of Pegasus beneficially own, directly or indirectly, or exercise control or direction over, in the aggregate, 1,566,800 Pegasus Shares, representing approximately 4% of the Pegasus Shares outstanding as of March 20, 2026. All of the Pegasus Shares held by the executive officers and Directors of Pegasus will be treated in the same fashion under the Arrangement as Pegasus Shares held by any other Shareholder.

No member of Management will receive change of control payments under the terms of their respective employment or consulting agreements with Pegasus as a result of the Arrangement.

See further "*Securities Laws Considerations - Canadian Securities Laws - MI 61-101 Protection of Minority Security Holders in Special Transactions*".

Record date and Quorum

The Pegasus Board has fixed the Record Date for the Meeting as the close of business on March 20, 2026. Shareholders of record as at the Record Date are entitled to receive notice of the Meeting and to vote their Pegasus Shares at the Meeting, except to the extent that any such Shareholder transfers any Pegasus Shares after the Record Date and the transferee of those Pegasus Shares establishes that the transferee owns the Pegasus Shares and demands, not less than ten (10) days before the Meeting, that the transferee's name be included in the list of Shareholders entitled to vote at the Meeting, in which case, only such transferee shall be entitled to vote such Pegasus Shares at the Meeting.

Under the Company's articles, the quorum for the transaction of business at a meeting of Shareholders is one person or more present and being, or representing by proxy, two or more shareholders entitled to attend and vote at the meeting.

Voting Securities and Principal Holders of Voting Securities

On the Record Date, there were 39,891,668 Pegasus Shares issued and outstanding, with each Pegasus Share carrying the right to one vote. Only Shareholders of record at the close of business on the Record Date will be entitled to vote in person or by Proxy at the Meeting or any adjournment or postponement thereof.

To the knowledge of the Pegasus Board, as of the Record Date, there are no Shareholders who beneficially own, directly or indirectly, or exercise control or direction over, Pegasus Shares carrying more than 10% of the voting rights attached to all of the issued and outstanding Pegasus Shares.

PARTICULARS OF MATTERS TO BE ACTED UPON

THE ARRANGEMENT

Approval of Arrangement Resolution

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to pass the Arrangement Resolution, substantially in the form set out in Schedule "A" to this Information Circular. To be effective, the Arrangement Resolution must be passed by at least two-thirds (66 $\frac{2}{3}$ %) of the votes cast by all Shareholders present in person or represented by proxy at the Meeting.

Principal Steps of the Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Arrangement Agreement, a copy of which is available electronically on the SEDAR+ website under "Documents" on the profile of "Pegasus Resources Inc." located at www.sedarplus.ca, and the Plan of Arrangement, which is annexed as Schedule "B" to this Information Circular. Each of these documents should be read carefully in its entirety.

Pursuant to the Arrangement, commencing at the Effective Time, the following will occur and will be deemed to occur sequentially in the following order without any further authorization, act or formality:

- (a) each Pegasus Share held by a Dissenting Shareholder shall be deemed to be transferred by such Dissenting Shareholder (free and clear of any liens) to Pegasus for cancellation, and:
 - (i) Pegasus shall be obligated to pay each such Dissenting Shareholder the amount determined for such Pegasus Shares;
 - (ii) each such Dissenting Shareholder shall cease to be the holder of such Pegasus Shares and shall cease to have any rights as a holder of such Pegasus Shares, other than the right to be paid the amount determined in accordance with the Plan of Arrangement for such Pegasus Shares;
 - (iii) each such Dissenting Shareholder's name shall be removed as the holder of such Pegasus Shares from the register of Common shares maintained by or on behalf of Pegasus; and
 - (iv) such Pegasus Shares shall be cancelled in the register of Common shares maintained by or on behalf of Pegasus;
- (b) each Pegasus Share held by a Shareholder (other than Aero, any subsidiary of Aero or a Dissenting Shareholder) immediately prior to the Effective Time will be, and will be deemed

to be, transferred to Aero (free and clear of any liens), in exchange for the Consideration, and:

- (i) holders of such Pegasus Shares will cease to be the holders thereof and to have any rights as holders of such Pegasus Shares other than the right to be paid the Consideration per Pegasus Share in accordance with the Plan of Arrangement;
- (ii) such holders' names will be removed from the register of Shareholders maintained by or on behalf of the Company; and
- (iii) Aero will be deemed to be the transferee and the legal and beneficial holder of such Pegasus Shares (free and clear of any liens) and the register of Shareholders maintained by or on behalf of the Company will be, and will be deemed to be, revised accordingly.

The exchanges, issuance, delivery and cancellations shall be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Time or after the Effective Date.

Background to the Arrangement

Pegasus regularly evaluates business and strategic opportunities with the objective of maximizing shareholder value in a manner consistent with the best interests of Pegasus.

On December 1, 2025, Pegasus and Urano entered into a binding letter agreement in respect of a proposed business combination transaction pursuant to which Urano would acquire all of the issued and outstanding securities of Pegasus (the "**Urano Transaction**").

Following the execution of the letter agreement, the opportunity to pursue a transaction with Aero emerged. As discussions with Aero advanced, Management and the Pegasus Board determined to focus their efforts on evaluating and negotiating the proposed Arrangement with Aero.

On February 7, 2026, Pegasus and Aero entered into a confidentiality agreement to facilitate the exchange of non-public information in connection with the Arrangement.

Following execution of the confidentiality agreement, management of Aero and Pegasus engaged in a series of discussions regarding the Arrangement, including the proposed structure, consideration, timing and other key commercial terms initially advanced by Aero. Pegasus engaged Morton to advise on the Arrangement, including structuring considerations and negotiation of principal terms, and Aero engaged Foroghian as its legal counsel.

During the month of February 2026, the parties conducted technical, legal, financial and commercial due diligence with respect to one another and their respective assets and businesses. This process included, among other things, a review of technical data, title and permitting matters, financial information, material contracts and corporate records. Based on the results of such due diligence, which were considered satisfactory by each of the parties, Pegasus and Aero proceeded to negotiate the terms of the Arrangement Agreement. The parties engaged in negotiations regarding key commercial and legal terms of the Arrangement Agreement, including consideration, structure, conditions and deal protections.

Management and the Pegasus Board engaged in ongoing discussions with each other and with their advisors throughout this period in connection with the evaluation, negotiation and development of the Arrangement.

On February 17, 2026, Pegasus, Urano and Morton entered into a concurrent representation letter pursuant to which the parties agreed to have Morton represent both Pegasus and Urano with respect to two proposed

business combination transactions between each of Urano and Pegasus on the one hand, with Aero Energy Limited on the other hand. Each transaction was agreed to be able to close without the other also closing and accordingly the transactions would be connected only by common acquirer and certain common disclosures and procedures.

On February 27, 2026, the Pegasus Board met to consider the proposed Arrangement. At this meeting, Management and Morton reviewed with the Pegasus Board the background to the Arrangement, the principal terms and conditions of the Arrangement Agreement and the Plan of Arrangement, the results of the due diligence process and the strategic rationale for the Arrangement. The Pegasus Board also considered the risks associated with the Arrangement, the current and prospective financial condition of Pegasus, and the potential alternatives available to Pegasus, including continuing as a standalone entity and pursuing other strategic transactions, including the Urano Transaction. The Pegasus Board with draft copies of the Arrangement Agreement, the Plan of Arrangement and the form of Support Agreement to be entered into by the Supporting Shareholders in favour of Aero.

Following these discussions, the Pegasus Board unanimously determined that the Arrangement is in the best interests of Pegasus and is fair, from a financial point of view, to the Shareholders, and approved the entering into of the Arrangement Agreement and the transactions contemplated thereby. The Pegasus Board also resolved to recommend that the Shareholders vote in favour of the Arrangement.

On February 27, 2026, concurrently with the approval of the Arrangement and the execution of the Arrangement Agreement, the letter agreement in respect of the Urano Transaction was terminated. On the same date, Pegasus and Aero entered into the Arrangement Agreement and Aero entered into support agreements with the Supporting Shareholders. The execution of the Arrangement Agreement was announced by joint press release prior to the opening of trading on March 2, 2026.

Concurrently with the Arrangement Agreement, Aero entered into another arrangement agreement with Urano pursuant to which Aero has agreed to acquire all of the issued and outstanding common shares of Urano. The completion of each of the Arrangement and Urano Arrangement is not contingent on the completion of the other.

In March 2026, Pegasus engaged the Financial Advisor to provide a written fairness opinion to the effect that as of the date of such opinion, subject to the assumptions and limitations set out therein, the Arrangement is fair, from a financial point of view, to the Shareholders.

Upon closing of the Arrangement, Aero will acquire, through its acquisition of Pegasus, Pegasus' interest in the Energy Sands Project and Jupiter Uranium Project.

Reasons for the Arrangement and Recommendation of the Pegasus Board

The Pegasus Board, after careful consideration, has unanimously determined that the Arrangement is fair, from a financial point of view, to Shareholders and that the Arrangement is in the best interest of Pegasus. Accordingly, the Pegasus Board unanimously recommends that Shareholders vote IN FAVOUR of the Arrangement Resolution.

In the course of its evaluation of the Arrangement, the Pegasus Board consulted with Pegasus' senior management, Pegasus' legal counsel and the Financial Advisor, reviewed and considered a number of factors, including, among others, the following:

- (i) **Creation of a Leading North American Pure Uranium Platform:** Upon completion of the Arrangement and the Urano Arrangement, Aero will hold 15 past-producing Uranium mines on 25 mineral exploration properties covering 25,099 acres in the United States along with Athabasca Basin high-grade potential with joint ventures at the Strike and Murmac properties.

- (ii) **Expanded Historical Resource Base for Accelerated Growth:** The Arrangement and the Urano Arrangement will consolidate significant historical mineral resources with growth potential, positioning Aero post-Arrangement to advance exploration and potential development towards production.
- (iii) **Positioned for American Domestic Demand:** Quality assets in mining friendly jurisdictions to capitalize on domestic demand with uranium now classified as a critical mineral by the United States Geological Survey.
- (iv) **Enhanced Capital Markets Profile and Liquidity:** The combined assets of post-Arrangement Aero are expected to increase visibility and investor interest with greater market exposure.
- (v) **Uranium-Focused Team:** Combines management, technical and capital markets experts with proven uranium discovery records and extensive Canadian-U.S. capital markets experience, fortifying the merged entity's development prospects.
- (vi) **Full Board Support:** The Arrangement has been unanimously approved by the board of directors of Aero and Pegasus, as applicable. The Pegasus Board has unanimously recommended that the Shareholders vote in favour of the Arrangement.
- (vii) **Shareholder Support:** All of the directors and executive officers of Pegasus, representing in aggregate approximately 4% of the issued and outstanding Pegasus Shares have agreed to vote in favour of the Arrangement.

In the course of its deliberations, the Pegasus Board also identified and considered a variety of risks and potentially negative factors, including, but not limited to:

- existing operational risks related to Pegasus' business;
- the potential impact of the non-completion of the Arrangement on the market price of the Pegasus Shares;
- there can be no certainty that all conditions precedent to the Arrangement will be satisfied;
- risks related to the non-completion of the Arrangement or the termination of the Arrangement Agreement;
- the potential tax consequences of the Arrangement; and
- the costs of the Arrangement.

The Pegasus Board also considered the risks set out under "*The Arrangement - Arrangement Risk Factors*".

The foregoing discussion summarizes the material information and factors considered by the Pegasus Board in its consideration of the Arrangement. The Pegasus Board collectively reached its unanimous decision with respect to the Arrangement in consideration of the factors described above and other factors that each member of the Pegasus Board felt were appropriate. In view of the wide variety of factors and the quality and amount of information considered, the Pegasus Board did not find it useful or practicable to, and did not make specific assessments of, quantify, rank or otherwise assign relative weights to the specific factors considered in reaching its determination. Individual members of the Pegasus Board may have given different weight to different factors.

Fairness Opinion

In March 2026, Pegasus retained the Financial Advisor to act as its financial advisor in connection with the proposed Arrangement. As part of the engagement, Pegasus requested that the Financial Advisor evaluate the fairness, from a financial point of view, to the Shareholders, of the terms of the Arrangement. On March 7, 2026, the Financial Advisor delivered a written opinion to the Pegasus Board to the effect that, as of March 7, 2026, and based on and subject to various assumptions, matters considered and limitations described in the Fairness Opinion, the Arrangement was fair, from a financial point of view, to such Shareholders.

The full text of the Fairness Opinion describes the assumptions made, procedures followed, matters considered and limitations on the review undertaken by the Financial Advisor. The Fairness Opinion is attached as Schedule "H" hereto and is incorporated into this Information Circular by reference. Shareholders are encouraged to read the Fairness Opinion carefully in its entirety. The Financial Advisor's opinion is directed only to the fairness, from a financial point of view, of the Arrangement to the Shareholders. The Fairness Opinion does not address the relative merits of the Arrangement or any related transaction as compared to other business strategies or transactions that might be available to Pegasus or the underlying business decision of Pegasus to effect the Arrangement or any related transaction. The Fairness Opinion does not constitute a recommendation to any Shareholder as to how such Shareholder should vote or act with respect to any matter relating to the Arrangement.

The Financial Advisor's opinion and financial analyses were only some of the many factors considered by the Pegasus Board in its evaluation of the Arrangement and should not be viewed as determinative of the views of the Pegasus Board with respect to the Arrangement.

The terms of the Financial Advisor's engagement provide that the Financial Advisor is to be paid a fixed professional fee for its services, including the delivery of the Fairness Opinion. In addition, the Financial Advisor is to be reimbursed for its reasonable out-of-pocket expenses and to be indemnified by Pegasus in certain circumstances. The fee established for the Fairness Opinion is not contingent upon the opinions presented or the successful completion of the Arrangement.

Pegasus selected the Financial Advisor in connection with the Arrangement because it is a recognized firm with substantial experience in similar transactions in the resource sector. The Financial Advisor and its officers have prepared numerous valuations and fairness opinions and have participated in a significant number of transactions involving private and publicly-traded companies.

Effect of the Arrangement

Upon completion of the Arrangement:

1. Pegasus will be a Subsidiary of Aero; and
2. Shareholders, other than Dissenting Shareholders, will receive for every one (1) Pegasus Share held, one hundred thirty-three thousandths (0.133) of an Aero Share.

The full particulars of the above are contained in the Plan of Arrangement, a copy of which is attached as Schedule "B" to this Information Circular.

Bridge Loan

In connection with the Arrangement Agreement, Aero advanced to Pegasus a secured bridge loan in the principal amount of \$80,000 (the "**Bridge Loan**"). Pursuant to the Bridge Loan, the outstanding principal balance owing to Aero bears interest at the annual rate of 7.5% and is secured by a share pledge

agreement. The Bridge Loan will become repayable within ten business days of the termination of the Arrangement Agreement or the completion of the Arrangement.

Support Agreements

Aero has obtained the Support Agreements from each of the Supporting Shareholders pursuant to which, subject to the terms thereof, they have irrevocably agreed to vote their Pegasus Shares in favour of the Arrangement unless the Arrangement Agreement is terminated. The Pegasus Shares held by the Supporting Shareholders represent approximately 4% of the issued and outstanding Pegasus Shares, as of the Record Date, calculated on a non-diluted basis.

The obligations of the Supporting Shareholders under the Support Agreements will terminate, among other cases, upon termination of the Arrangement Agreement in accordance with its terms.

Treatment of Pegasus Warrants

Each Pegasus Warrant outstanding immediately prior to the Effective Time, shall as of the Effective Time be adjusted in accordance with its terms and shall entitle the Pegasus Warrant holder upon exercise of such Pegasus Warrant following the Effective Time, on the same terms and conditions as were applicable to such Pegasus Warrant before the Effective Time to purchase from Aero for the same aggregate consideration, the number of Aero Shares (rounded down to the nearest whole number) equal to the number of Pegasus Shares subject to such Pegasus Warrant immediately prior to the Effective Time multiplied by the Exchange Ratio in accordance with such adjustment.

Treatment of Pegasus Options

Pursuant to the terms of the Pegasus Option Plan, each Pegasus Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall be deemed to be exchanged for a Replacement Option to purchase from Aero, the number of Aero Shares (rounded down to the nearest whole number) equal to: (A) the number of Pegasus Shares subject to such Pegasus Option immediately prior to the Effective Time multiplied by (B) the Exchange Ratio, at an exercise price per Pegasus Share (rounded up to the nearest whole cent) otherwise purchasable pursuant to such Pegasus Option immediately prior to the Effective Time divided by the Exchange Ratio, exercisable until the original expiry date of said Pegasus Option. All terms and conditions of the Replacement Options, including the terms, conditions, and manner of exercising shall be governed by the Aero Option Plan, and any document evidencing a Pegasus Option shall thereafter evidence and be deemed to evidence such Replacement Option.

Procedure and Terms for Exchange of Pegasus Shares

The Depositary will be retained as the depositary for the Arrangement. At the time of sending the Information Circular to each Shareholder, Pegasus is also sending to each registered Shareholder a Letter of Transmittal with respect to transferring their Pegasus Shares to Aero and receiving the Consideration Shares pursuant to the Arrangement.

If the Arrangement becomes effective, upon delivery to the Depositary of a duly completed and validly executed Letter of Transmittal, together with the applicable Pegasus Share Certificate(s) or DRS Advice(s): (i) a registered Shareholder (other than a Dissenting Shareholder) shall be entitled to receive by providing each Pegasus Share formerly held by such registered Shareholder certificates or DRS Advices evidencing the Aero Shares registered in such holder's name that such registered Shareholder has the right to receive therefor in accordance with the Plan of Arrangement; and (ii) any Pegasus Share Certificate or DRS Advice so surrendered shall forthwith be cancelled. As soon as practicable and in any event within three business days after receipt of a properly submitted Letter of Transmittal and following the Effective Time, the Depositary shall cause the Consideration Share(s) to be sent to the Shareholder at the mailing address designated by such holder in the Letter of Transmittal. Until so surrendered, each outstanding Pegasus Share Certificate or DRS Advice shall be deemed from and after the Effective Time, for all purposes, to

evidence only the right to receive upon such surrender the Consideration Share(s) for each Pegasus Share represented by such certificate or DRS Advice pursuant to the Arrangement.

To the extent that a Shareholder has not complied with the provisions of the Arrangement on or before the day that is six years less one day from the Effective Date, any Pegasus Share held by such Shareholder shall cease to represent a claim by, or interest of any kind or nature, against or in Pegasus, Aero and the Consideration Share(s) that such Shareholder was otherwise entitled to receive shall be automatically cancelled.

If Pegasus gives written notice to the Depositary that the Arrangement has not been completed, the Depositary will arrange, as soon as practicable after receipt of such written notice, for the return of deposited Pegasus Share Certificate(s) or DRS Advice(s) for the Pegasus Shares to the depositor of such Pegasus Share Certificate(s) or DRS Advice(s).

Pegasus and Aero will be responsible for reporting, remitting, filing and issuing tax slips, summaries and reports for all tax processing arising from the Arrangement unless specifically delegated to the Depositary. The Depositary will process only such tax matters as have been specifically delegated to it pursuant to the Depositary Agreement or as may be subsequently agreed to by the parties.

Treatment of Fractional Securities

No fractional Aero Shares will be issued to Shareholders in connection with the Arrangement. The number of Aero Shares to be issued to Shareholders will be rounded down to the nearest whole Aero Share in the event that any Shareholder is otherwise entitled to a fractional share representing less than a whole Aero Share or Pegasus Share without any compensation for such.

Court Approval of the Arrangement and Effective Date

The Arrangement requires approval by the Court under Section 288 of the BCBCA. Prior to the mailing of this Information Circular, Pegasus obtained the Interim Order, which provides for the calling and holding of the Meeting, the Dissent Rights and other procedural matters. A copy of the Interim Order is attached as Schedule "C" to this Information Circular.

Subject to the terms of the Arrangement Agreement and the approval of the Arrangement Resolution by Shareholders at the Meeting, the hearing in respect of the Final Order is currently scheduled to take place at 800 Smithe Street, Vancouver, British Columbia on May 4, 2026 at 9:45 a.m. (Vancouver time) or as soon thereafter as reasonably practicable. Any Shareholder, Director, auditor or other interested party with leave of the Court who wishes to appear, or to be represented, and to present evidence or arguments at the hearing must file and deliver by 4:00 p.m. on April 29, 2026, a response to petition ("**Response to Petition**") and any evidence or material they intend to present to the Court as set out in the Interim Order. At the hearing, the Court will consider, among other things, the fairness of the terms and conditions of the Arrangement to those to whom securities will be issued. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit. The Final Order is required for the Arrangement to become effective, and prior to the hearing on the Final Order, the Court will be informed that the Final Order will also constitute the basis for the exemption provided by Section 3(a)(10) of the U.S. Securities Act with respect to the securities to be issued to Shareholders and to the holders of Pegasus Options and Pegasus Warrants pursuant to the Arrangement. It is presently contemplated that the Effective Date will be on or about May 5, 2026. In the event that the hearing is adjourned, subject to further order of the Court, only those persons having previously filed and delivered a Response to Petition will be given notice of the adjournment. A copy of the proposed Notice of Hearing of Petition is attached as Schedule "D" to this Information Circular.

Arrangement Risk Factors

The following risk factors should be considered by Shareholders in evaluating whether or not to approve the Arrangement Resolution. These risk factors should be considered in conjunction with the other information included in this Information Circular, including all documents incorporated by reference herein. The following list of risk factors is not an exhaustive list of risk factors that may be relevant. Other risk factors not enumerated below and in documents incorporated by reference herein may materially affect Pegasus, Aero, or the Arrangement.

Risks associated with the Arrangement

Existing Operational Risk

If the Arrangement is not completed, Pegasus will continue to face all of the existing operational and financial risks set out below under “*Arrangement - Arrangement Risk Factors - Risks associated with Pegasus*”.

Impact on the price of Pegasus Shares and future business operations

If the Arrangement is not completed there may be a negative impact on the price of the Pegasus Shares and Pegasus' future business and operations to the extent that the current trading price of Pegasus Shares reflects an assumption that the Arrangement will be completed. The price of the Pegasus Shares may decline if the Arrangement is not completed.

Costs of the Arrangement

There are certain costs related to the Arrangement, such as legal, accounting and certain financial advisor fees incurred, that must be paid even if the Arrangement is not completed. There are also opportunity costs associated with the diversion of Management attention away from the conduct of Pegasus' business in the ordinary course.

The Arrangement Agreement may be terminated in certain circumstances

Each of Aero and Pegasus has the right to terminate the Arrangement Agreement and Arrangement in certain circumstances. Accordingly, there is no certainty, nor can Pegasus provide any assurance, that the Arrangement Agreement will not be terminated by either Pegasus or Aero before the completion of the Arrangement. For example, Aero has the right, in certain circumstances, to terminate the Arrangement Agreement if changes occur that, in the aggregate, have a Pegasus Material Adverse Effect. Although a Pegasus Material Adverse Effect excludes certain events that are beyond the control of Pegasus (such as general changes in the global economy or changes that affect the world wide precious metals mining industry generally and which do not primarily relate to or have a disproportionately adverse effect on Pegasus in comparison to other companies of a similar size operating in the precious metals mining industry), there is no assurance that a change having a Pegasus Material Adverse Effect will not occur before the Effective Date, in which case Aero could elect to terminate the Arrangement Agreement and the Arrangement would not proceed.

There can be no certainty that all conditions precedent to the Arrangement will be satisfied

The completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of Pegasus, including receipt of the Final Order. There can be no certainty, nor can Pegasus provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied. If the Arrangement is not completed, the market price of the Pegasus Shares may decline to the extent that the market price reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the Pegasus Board decides to seek another merger, arrangement or other business combination, there can be no assurance that it will be able to find a party willing to pay an

equivalent or more attractive price than the total consideration to be paid pursuant to the Arrangement. Certain costs related to the Arrangement, such as legal, accounting and certain financial advisor fees, must be paid by Pegasus and Aero if the Arrangement is not completed. Pegasus and Aero are each liable for their own costs incurred in connection with the Arrangement if the Arrangement is not completed. See "*The Arrangement - Additional Terms of the Arrangement - Non-Solicitation of Acquisition Proposals and Right to Match*".

Tax consequences of the Arrangement

Pegasus will not be seeking an advance income tax ruling from the CRA or any other applicable tax authority in respect of the Arrangement. The Arrangement may also give rise to other significant adverse tax consequences to Shareholders and each Shareholder is urged to consult his, her or its own tax advisors.

Fluctuation of the Market Price of Aero Shares

The value of the consideration being offered will depend on the future value of Aero Shares. The market value of the Aero Shares may vary significantly from the value as at the date of the announcement of the Arrangement.

There are risks associated with a fixed exchange ratio

The Shareholders (other than Dissenting Shareholders) will receive a fixed number of Aero Shares under the Arrangement rather than Aero Shares with a fixed market value. Because the number of Aero Shares to be received for each Pegasus Share under the Arrangement will not be adjusted to reflect any change in the market value of Aero Shares, the market value of Aero Shares received under the Arrangement may vary significantly from the market value of Aero Shares at the date the Arrangement Agreement was entered into. If the market price of Aero Shares increases or decreases, the value of the Consideration will correspondingly increase or decrease. There can be no assurance that the market price of Aero Shares on the Effective Date will not be lower than the market price of Aero Shares on the date the Arrangement Agreement was executed. In addition, the number of Aero Shares being issued in connection with the Arrangement will not change despite decreases or increases in the market price of Pegasus Shares. Many of the factors that affect the market price of the Aero Shares and the Pegasus Shares are beyond the control of Aero and Pegasus, respectively. These factors include fluctuations in commodity prices, fluctuations in currency exchange rates, changes in the regulatory environment, adverse political developments, prevailing conditions in the capital markets and interest rate fluctuations.

Risks associated with Pegasus

Whether or not the Arrangement is completed, Pegasus will continue to face many of the risk factors that it currently faces with respect to its business and affairs, including the following:

Limited Operating History

Although all persons who will be involved in the management of the Company have had long experience in their respective fields of specialization, Pegasus has a limited operating history upon which prospective investors can evaluate the Company's performance.

Pegasus is subject to substantial environmental requirements which could cause a restriction or suspension of its operations.

The Company is subject to substantial environmental requirements which could cause a restriction or suspension of certain operations. The current and anticipated future operations and exploration activities of the Company on its projects in the United States require permits from various governmental authorities and such operations and exploration activities are and will be governed by Federal, State and local laws and regulations governing various elements of the mining industry including, without limitation, land use,

the protection of the environment, prospecting, development, production, exports, taxes, labour standards, occupational health, waste disposal, toxic substances, and other matters.

The Company is also subject to changes in legislation affecting its exploration activities which may negatively affect its ability to carry out planned programs. It is the Company's intention to ensure that the environmental impact on areas where it operates is mitigated by restoration and rehabilitation of affected areas. Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment or other remedial actions.

Pegasus operates in the resource industry, which is highly speculative, and has certain inherent exploration risks which could have a negative effect on its operations.

The exploration and development of mineral deposits involves significant risks which even with careful evaluation, experience and knowledge may not, in some cases, be fully mitigated. The commercial viability of any mineral deposit depends on many factors, not all of which are within the control of management. Some of the factors that affect the financial viability of a given mineral deposit include its size, grade and proximity to infrastructure. Government regulation, foreign exchange controls, taxes, royalties, land tenure, land use, environmental protection and reclamation and closure obligations all have an impact on the economic viability of a mineral deposit. Other potential impacts could include the location of the mineral deposit and if it is found in remote or harsh climates. These unique environments could limit or reduce production possibilities or if conditions are right for potential natural disasters, including but not limited to volcanoes, earthquakes, tornados and other severe weather, could negatively impact facilities, equipment and the safety of its workers dramatically.

Properties Held Under Option

Certain of Pegasus' mineral exploration properties are currently held under option. Pegasus has no ownership interest in these properties until it meets, where applicable, all required property expenditures, cash payments, and common share issuances. If Pegasus is unable to fulfill the requirements of these option agreements, it is likely that it would be considered in default of the agreements and the option agreements could be terminated resulting in the complete loss of all expenditures and required option payments made on the properties to that date.

No Known Mineral Resource or Reserves

Pegasus is in the process of exploring for mineral deposits and has no known mineral resources or reserves and, if found, such mineral resources or resources may not prove to be economic, which would have a negative effect on the Company's operations and valuation. Pegasus has no production of minerals and its properties are all currently at the exploration stage. There is no assurance that a commercially viable mineral deposit exists on any of the Company's properties, and substantial additional work will be required in order to determine the presence of any such deposit. Some areas in which the Company is exploring for minerals have little or no infrastructure including roads, power or water and the costs of conducting exploration in such environments are correspondingly increased.

Laws and Regulations

In certain countries, the ownership of mining rights is limited or is subject to interpretation of various laws including restrictions on foreign ownership of mineral tenures. In the event of such interpretation being found to be different, it could negatively affect the Company's ability to secure or retain ownership of mineral properties.

The Company's mineral exploration is, and any development activities will be, subject to various American laws governing exploration, development, production, taxes, labour standards and occupational health,

mine safety, environmental protection, toxic substances, land use, water use and other matters. Exploration generally requires one form of permit while development and production operations require additional permits. There can be no assurance that all permits which may be required for future exploration or possible future development will be obtainable at all or on reasonable terms. In addition, future changes in applicable laws or regulations could result in changes in legal requirements or in the terms of existing permits applicable to Pegasus or its properties. This could have a negative effect on Pegasus' exploration activities or its ability to develop its properties.

As Pegasus is presently at the early exploration stage with all of its properties, the disturbance of the environment is limited and the costs of complying with environmental regulations are minimal. Failure to comply with applicable laws and regulations may result in civil or criminal fines or penalties or enforcement actions, including orders issued by regulatory authorities curtailing the Company's operations or requiring corrective measures, any of which could result in the Company incurring substantial expenditures. No assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner which could limit or curtail exploration or development.

Access to Capital

The Company has limited financial resources and no operating cash flow. The Company expects to incur net cash outlays until such time, if ever, as its properties enter into commercial production and generate sufficient revenues to fund continuing operations. The development of mining operations would require the commitment of substantial resources for operating expenses and capital expenditures, which are likely to increase in subsequent years as needed consultants, personnel, materials and equipment associated with advancing exploration, development and commercial production of Pegasus' properties are added.

The amounts and timing of expenditures incurred by the Company will depend on the progress and success of ongoing exploration, the results of consultants' analysis and recommendations, the rate at which operating losses are incurred, the acquisition of additional properties, and other factors, many of which are beyond the Company's control. The sources of financing the Company may use for these purposes include public or private offerings of equity or debt. In addition, the Company may enter into strategic alliances, sell certain of its assets or utilize a combination of all of these alternatives. There can be no assurance that financing will be available on acceptable terms, or at all.

Political and Economic Uncertainties

The Company's property interests and exploration activities are carried out in foreign countries, principally in the United States. Accordingly, the Company's activities are subject to political, economic and other uncertainties, including the risk of expropriation, nationalization, the rights of indigenous peoples and local communities, renegotiation or nullification of existing contracts, mining licenses and permits or other agreements, changes in laws or taxation policies, currency exchange restrictions and fluctuations, changing political conditions and international monetary fluctuations. Future government actions concerning the economy, taxation, or the operation and regulation of nationally important resources and facilities such as mineral resources and mines, could have a significant effect on Urano. Any changes in regulations or shifts in political attitudes are beyond Urano's control and may adversely affect the business of Urano. Exploration may be affected in varying degrees by government regulations with respect to restrictions on foreign ownership of mineral resources, future exploitation and production, price controls, export controls, foreign exchange controls, income and/or mining royalties and taxes, expropriation of property, environmental legislation and mine and/or site safety. No assurances can be given that the plans and operations of Urano will not be adversely affected by future developments in the countries in which the company operates. The Company does not maintain political risk insurance.

Some of the Company's properties are located in countries which have experienced difficult personal security environments where some acts of kidnapping, terrorism and extortion have been reported. The cost of operating in such environments is increased by the need for site and personnel security and support.

Title to Properties

In certain countries, the ownership of mining rights and, in particular, foreign ownership, is limited or is subject to interpretation of various laws. In the event of such interpretation being found to be different, it could negatively affect the Company's ability to retain or secure ownership of mineral properties.

Although the Company believes it has exercised commercially reasonable due diligence with respect to determining title to properties it owns, controls or has the right to acquire by option, there is no guarantee that title to such properties will not be challenged or impugned. The Company's mineral property interests may be subject to prior unrecorded agreements or transfers or native land claims and title may be affected by undetected defects. There may be valid challenges to the title of the Company's properties, which, if successful, could impair development and/or operations. In addition, mineral properties may be leased and may be subject to defects in title.

The natural resource industry is highly competitive.

Pegasus competes with other exploration resource companies which have similar operations, and many competitors have operations, financial resources and industry experience greater than those of Pegasus. This may place Pegasus at a disadvantage in acquiring, exploring and developing properties. These other companies could outbid Pegasus for potential projects or produce minerals at lower costs which would have a negative effect on Pegasus' operations.

Conflicts of Interest

Certain of the directors and officers of Pegasus are also directors and/or officers and/or shareholders of other natural resource companies. While Pegasus is engaged in the business of exploring for and, if appropriate, exploiting mineral properties, such associations may give rise to conflicts of interest from time to time. The directors of Pegasus are required by law to act honestly and in good faith with a view to uphold the best interests of the Company and to disclose any interest that they may have in any project or opportunity of the Company. If a conflict of interest arises at a meeting of the Pegasus Board, any director in a conflict must disclose his interest and abstain from voting on the matter. In determining whether or not Pegasus will participate in any project or opportunity, the directors will primarily consider the degree of risk to which Pegasus may be exposed and its financial position at the time.

The market for the common shares of Pegasus is subject to volume and price volatility which could negatively affect a Shareholder's ability to buy or sell said shares.

The market for common shares of Pegasus may be highly volatile for reasons both related to Pegasus' performance or events pertaining to the industry (i.e., mineral price fluctuation/high production costs/accidents) as well as factors unrelated to Pegasus or its industry, such as economic recessions and changes to legislation in the countries in which Pegasus operates. In particular, market demand for products incorporating minerals in their manufacture fluctuates from one business cycle to the next, resulting in changes in demand for the mineral and an attendant change in the price for the mineral. The common shares of Pegasus can be expected to be subject to volatility in both price and volume arising from market expectations, announcements and press releases regarding Pegasus' business, and changes in estimates and evaluations by securities analysts or other events or factors. In recent years, the securities markets in Canada have experienced a high level of price and volume volatility, and the market price of securities of many companies, particularly small capitalization companies such as the Company, have experienced wide fluctuations that have not necessarily been related to the operations, performances, underlying asset values, or prospects of such companies. For these reasons, the common shares of Pegasus can also be subject to volatility resulting from purely market forces over which Pegasus will have no control. Further, despite the existence of a market for trading the common shares of Pegasus in Canada, the Shareholders may be unable to sell significant quantities of the common shares of Pegasus in the public trading markets without a significant reduction in the price of the common shares.

Information Systems Security Threats

Pegasus' operations depend upon information technology systems which may be subject to disruption, damage or failure from different sources, including, without limitation, installation of malicious software, computer viruses, security breaches, cyber-attacks and defects in design.

Although to date, the Company has not experienced any material losses related to cyber-attacks or other information security breaches, there can be no assurance that Pegasus will not incur such losses in the future. The Company's risk and exposure to these matters cannot be fully mitigated because of, among other things, the evolving nature of these threats. As a result, cyber security and continued development and enhancement of controls, processes and practices designed to protect systems, computers, software, data and networks from attacks, damage or unauthorized access remain a priority. As the threat landscape is ever-changing, the Company may be required to expend additional resources to continue to modify or enhance protective measures or to investigate and remediate any security vulnerabilities.

Climate Change

Pegasus is exposed to physical risks related to climate change including extreme weather events such as floods, longer wet or dry seasons, increased temperatures and drought, increased precipitation and snowfall and wildfires. Such events can temporarily slow or halt operations due to physical damage of assets, shortage of resources and route disruptions that may limit the transportation of materials and personnel. Additionally, regulations and taxes developed to regulate the transition to a low-carbon economy and energy efficiency may result in increased operation costs including environmental monitoring, increased reporting and other costs to comply with such regulations.

Epidemic Diseases Such as COVID-19

The Company's business could be adversely impacted by the effects of epidemic diseases such as COVID-19 which had a significant impact on businesses and people through the restrictions put in place by governments of most countries regarding travel, business operations, social distancing and quarantine orders. Epidemic diseases could adversely impact the Company's ability to raise financing for exploration or operating costs due to uncertain capital markets, country risk factors, supply chain disruptions, increased government regulations and other unanticipated factors, all of which may also negatively impact the Company's business and financial condition.

Geopolitical Risks

Uncertainties resulting from war conflicts such as the Russia-Ukraine and Israel-Palestine conflicts. Although the Company does not have operations in those countries, the global impact of these wars in commodity prices, foreign currency exchange rates, supply chain challenges and increased fuel prices may have adverse impacts on the costs of doing business.

Tariffs and Trade Wars

The United States has recently implemented or threatened to implement extensive tariffs against Canada and has indicated the possibility of imposing similar measures against other nations, leading to retaliatory tariffs or the threat thereof. Additionally, support for protectionism and the increasing anti-globalization sentiment in the United States and other countries has been growing. A prolonged and expansive trade conflict between the United States and various other countries, including Canada, could negatively impact global economic growth and potentially result in significant adverse effects on the Company. The imposition of tariffs may lead to considerable uncertainty in capital markets, along with disruptions to the economy and supply chains and fluctuations in trading market prices. There exists a risk that tariffs could further exacerbate disruptions in capital markets, business opportunities and supply chains, potentially causing significant adverse effects on the Company.

Risks associated with Aero

An investment in Aero Shares involves a high degree of risk due to the nature of Aero's business and the volatility of metal prices, capital markets and the world economy. For a discussion of such risk factors, see the risks described under "*Risk Factors*" in the section "*Information Concerning Aero post-Arrangement*" attached as Schedule "F" to this Information Circular, in Aero's Management's Discussion and Analysis for the six months ended October 31, 2025 attached as Exhibit "B" of Schedule "E" hereto, and as well as the other information described in this Information Circular and the other documents incorporated by reference herein.

Effective Date and Conditions of the Arrangement

If the Arrangement Resolution is approved, the Final Order is obtained approving the Arrangement, every requirement of the BCBCA relating to the Arrangement has been complied with and all other conditions disclosed under "*The Arrangement - Effective Date and Conditions of the Arrangement - Conditions to the Arrangement Becoming Effective*" are met or waived, the Arrangement will become effective. Pegasus presently expects that the Effective Date will be on or about May 5, 2026.

Conditions to the Arrangement Becoming Effective

Under the Arrangement Agreement, completion of the Arrangement is subject to a number of specified conditions being satisfied or waived as of the Effective Time.

Mutual Conditions

The respective obligations of Pegasus and Aero to complete the Arrangement are subject to the fulfilment of the following conditions on or before the Effective Date:

- (a) the Arrangement Resolution shall have been approved by the Shareholders at the Meeting in accordance with the Interim Order and applicable Laws;
- (b) the Interim Order and the Final Order shall each have been obtained in form and terms satisfactory to each of the Company and Aero, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to either party, acting reasonably, on appeal or otherwise;
- (c) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by the Arrangement Agreement and there shall be no proceeding (other than an appeal made in connection with the Arrangement), of a judicial or administrative nature or otherwise, in progress or threatened that relates to or results from the transactions contemplated by the Arrangement Agreement that would, if successful, result in an order or ruling that would preclude completion of the transactions contemplated by this Agreement in accordance with the terms hereof or would otherwise be inconsistent with the Regulatory Approvals (as defined in the Arrangement Agreement) which have been obtained;
- (d) the Arrangement Agreement shall not have been terminated pursuant to its terms;
- (e) the Company shall have received any required approval of the TSXV to the transactions contemplated herein;
- (f) Aero shall have received any required approval of the TSXV to the transactions contemplated herein;

- (g) the Consideration Shares and the Aero Shares issuable upon exercise of the Replacement Options and the Pegasus Warrants from time to time shall have been authorized for listing on the TSXV, subject to official notice of issuance;
- (h) the issuance of the Consideration Shares and Replacement Options will be exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption and the registration or qualification requirements of all applicable U.S. state securities laws, and the issuance of the Consideration Shares and the Replacement Options will be exempt from the prospectus requirements of applicable Securities Laws in each of the Provinces of Canada in which holders of the Company Shares are resident; and such securities will not be subject to hold periods under the Securities Laws of Canada or the United States except as may be imposed by Rule 144 under the U.S. Securities Act with respect to "affiliates" or except as disclosed in the Circular or except by reason of the existence of any controlling interest in the Purchaser pursuant to the Securities Laws of any applicable jurisdiction; and
- (i) all other consents, waivers, permits, orders and approvals of any Governmental Entity, and the expiry of any waiting periods, in connection with, or required to permit the consummation of the Arrangement and the other transactions contemplated herein, the failure of which to obtain or the non expiry of which would have a Pegasus Material Adverse Effect or Aero Material Adverse Effect shall have been obtained or received on terms that will not have a Pegasus Material Adverse Effect or Aero Material Adverse Effect.

Conditions Precedent to Pegasus' Obligations under the Arrangement Agreement

The obligation of Pegasus to complete the Arrangement is subject to the fulfilment of the following additional conditions on or before the Effective Date:

- (a) all covenants of Aero under the Arrangement Agreement to be performed on or before the Effective Date shall have been duly performed by Aero in all material respects, and Aero shall have provided Pegasus with a certificate certifying such performance as of the Effective Date;
- (b) the representations and warranties of Aero set forth in the Arrangement Agreement shall be true and correct in all respects, without regard to any materiality or Aero Material Adverse Effect qualifications contained in them, of the Effective Time with the same force and effect as if made on and as of the Effective Date (except: (i) to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of such earlier date; or (ii) as affected by the Arrangement), except where any failure or failures of any such representations and warranties to be so true and correct in all respects would not, individually or in the aggregate, result in a Aero Material Adverse Effect, and Aero shall have provided Pegasus with a certificate certifying such accuracy as of the Effective Date;
- (c) between the date of the Arrangement Agreement up to and including the Effective Date, there shall not have occurred any fact, development, circumstance, change, matter, action, condition, event or occurrence that, individually or in the aggregate with all other facts, circumstances, changes, matters, actions, conditions, events or occurrences, has had, or would reasonably be expected to have a Aero Material Adverse Effect;
- (d) the board of directors of Aero shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by Aero to permit the consummation of the Arrangement and the issue of Consideration Shares, Replacement Options and the Aero Shares issuable upon the exercise of the Replacement Options and the Pegasus Warrants from time to time;

- (e) Aero shall have taken all necessary steps to reconstitute the Aero Board as at the Effective Time;
- (f) Aero shall have made adequate provisions for the payment of all outstanding employment obligations as at the Effective Time;
- (g) there shall not be pending or threatened any suit, action or proceeding by any Governmental Entity, in each case that has a reasonable likelihood of success with respect to the Arrangement or which otherwise is reasonably likely to constitute a Pegasus Material Adverse Effect or Aero Material Adverse Effect; and
- (h) all consents, approvals, authorizations and waivers of any persons (other than Governmental Entities) which are required or necessary for the completion of the Arrangement and other transactions contemplated hereby (including all consents, approvals, authorizations and waivers required under Aero's material agreements) shall have been obtained or received on terms which are acceptable to Pegasus, acting reasonably.

Conditions Precedent to Aero's Obligations under the Arrangement Agreement

The obligation of Aero to complete the Arrangement is subject to the fulfilment of the following additional conditions on or before the Effective Date:

- (a) all covenants of Pegasus under the Arrangement Agreement to be performed on or before the Effective Date shall have been duly performed by Pegasus in all material respects, and Pegasus shall have provided Aero with a certificate certifying such performance as of the Effective Date;
- (b) the representations and warranties of Pegasus set forth in the Arrangement Agreement shall be true and correct in all respects, without regard to any materiality or Pegasus Material Adverse Effect qualifications contained in them, of the Effective Time with the same force and effect as if made on and as of the Effective Date (except (i) to the extent such representations and warranties speak as of an earlier date, the accuracy of which shall be determined as of such earlier date, or (ii) as affected by the Arrangement), except where any failure or failures of any such representations and warranties to be so true and correct in all respects would not, individually or in the aggregate, result in a Pegasus Material Adverse Effect, and Pegasus shall have provided Aero with a certificate certifying such accuracy as of the Effective Date;
- (c) the date of the Arrangement Agreement up to and including the Effective Date, there shall not have occurred any fact, development, circumstance, change, matter, action, condition, event or occurrence that, individually or in the aggregate with all other facts, circumstances, changes, matters, actions, conditions, events or occurrences, has had, or would reasonably be expected to have a Pegasus Material Adverse Effect;
- (d) the Pegasus Board shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by the Company to permit the consummation of the Arrangement;
- (e) Pegasus shall have entered into an amended and restated agreement in connection with the Jupiter Uranium Project upon terms reasonably acceptable to Aero;
- (f) the aggregate number of Pegasus Shares held, directly or indirectly, by Shareholders who have properly exercised Dissent Rights in connection with the Arrangement shall not exceed five percent (5%) of the outstanding Pegasus Shares; and

- (g) there having been no default or event of default under the Bridge Loan;
- (h) there shall not be pending or threatened any suit, action or proceeding by any Governmental Entity, in each case that has a reasonable likelihood of success with respect to the Arrangement, prohibits Aero's acquisition of Pegasus or which otherwise is reasonably likely to constitute a Pegasus Material Adverse Effect or Aero Material Adverse Effect;
- (i) all consents, approvals, authorizations and waivers of any persons (other than Governmental Entities) which are required or necessary for the completion of the Arrangement and other transactions contemplated hereby (including all consents, approvals, authorizations and waivers required under Pegasus' material agreements) shall have been obtained or received on terms which are acceptable to Aero, acting reasonably;
- (j) Pegasus being a reporting issuer in the Provinces of British Columbia and Alberta and not being on the list of reporting issuers in default; and
- (k) Pegasus shall have provided to Aero, on or before the Effective Time, written resignations effective as of the Effective Time, from all directors and officers of Pegasus and Pegasus Resources (USA) Inc. as Aero may request, acting reasonably.

Additional Terms of the Arrangement Agreement

In addition to the terms and conditions of the Arrangement Agreement set out elsewhere in this Information Circular, the following terms described below apply. The description of the Arrangement Agreement, both below and elsewhere in this Information Circular, is a summary only, and is qualified in its entirety by reference to the terms of the Arrangement Agreement, a copy of which may be found on SEDAR+.

Representations, Warranties and Covenants of Pegasus

The Arrangement Agreement contains customary representations and warranties for transactions of this nature on the part of Pegasus in respect of matters pertaining to, among other things, approval by the Pegasus Board of the Arrangement, its corporate existence and power, its capitalization, its corporate structure, its subsidiary and the ownership thereof, its authority to enter into and to perform its obligations under the Arrangement Agreement and the enforceability of the Arrangement Agreement, the non-violation of its constating documents, the absence of any requirement for third-party consents other than as disclosed, its licenses for carrying out its business, the non-violation of its contractual and other obligations in respect of its assets, its compliance with Laws, including applicable Securities Laws, its status as a "reporting issuer" in the applicable jurisdictions, its continuous disclosure record, including the absence of any misrepresentation, its financial statements, its financial books, records and accounts, and its internal controls over financial reporting and disclosure, whistleblower reporting, business carried on in the ordinary course since November 30, 2025, and the absence of any Material Adverse Effect, the absence of any undisclosed liabilities, the absence of undisclosed litigation matters, certain tax matters, title to and interest in its assets, its personal property, its material contracts, its leased property, its interest in mineral rights, the absence of expropriation notices or proceedings, its permits, its employment matters, its insurance policies, its related party transactions, certain environmental matters, its restrictive covenants, the absence of brokerage, finder's or other fee or commission payable, and the absence of shareholder agreements or similar agreements.

Pegasus has given, in favour of Aero, usual and customary covenants for an agreement in the nature of the Arrangement Agreement including, but not limited to, covenants that, during the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated, and unless Aero shall otherwise consent in writing, Pegasus and the Pegasus Subsidiaries will: (i) conduct the business in the ordinary course and use commercially reasonable efforts to maintain and preserve its and the Pegasus Subsidiaries' business organization, assets, properties,

employees, goodwill and business relationships, including the Pegasus Mineral Rights; (ii) not undertake certain actions within or outside of the ordinary course of business (including restrictions on incurring indebtedness, issuing securities, declaring dividends, disposing of assets, entering into material contracts or making capital expenditures, in each case except as permitted by the Arrangement Agreement); (iii) notify Aero of events that has or would reasonably be expected to have a material adverse effect; (iv) file required financial statements prepared in accordance with IFRS Accounting Standards; (v) maintain and preserve all material rights under the Urano Mineral Rights; (vi) use commercially reasonable efforts to cause the current insurance (or re-insurance) policies not to be cancelled or terminated and to maintain insurance coverage consistent with past practice; (vii) use commercially reasonable efforts to effect all necessary continuations or cancellations of insurance (or re-insurance) policies; (viii) attend to tax matters and tax filings and remain in compliance with applicable tax laws; (ix) not plan or implement changes relating to employment matters other than isolated employee terminations consistent with past practice (including not increasing compensation or entering into new or amended employment or severance arrangements, except in the ordinary course); and (x) use commercially reasonable efforts to satisfy the conditions to closing and to complete the Arrangement in accordance with the Arrangement Agreement.

Representations, Warranties and Covenants of Aero

The Arrangement Agreement contains customary representations and warranties for transactions of this nature on the part of Aero in respect of matters pertaining to, among other things, its corporate existence and power, its capitalization, its corporate structure, its subsidiaries and the ownership thereof, its authority to enter into and to perform its obligations under the Arrangement Agreement, and the enforceability of the Arrangement Agreement, the non-violation of its constating documents, the absence of any requirement for third-party consents other than as disclosed, its licenses for carrying out its business, the non-violation of its contractual and other obligations in respect of its assets, its compliance with Laws, including applicable securities Laws, its status as a “reporting issuer” in the applicable jurisdictions, the absence of cease trade orders, the absence of restrictions on the resale of the Consideration, its public record of disclosure documents, including the absence of any misrepresentation, its financial statements, its financial books, records and accounts and its internal controls over financial reporting and disclosure, whistleblower reporting, business carried on in the ordinary course since October 31, 2025, and the absence of any Material Adverse Effect, the absence of any undisclosed liabilities, the absence of undisclosed litigation matters, certain tax matters, title to and interest in its assets, its personal property, its material contracts, its leased property, its interest in mineral rights, the absence of expropriation notices or proceedings, its permits, its related party transactions, certain environmental matters, its restrictive covenants, the absence of brokerage, finder’s or other fee or commission payable, and the absence of shareholder agreements or similar agreements.

Aero has given, in favour of Urano, usual and customary covenants for an agreement in the nature of the Arrangement Agreement including, but not limited to, covenants that, during the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated, and unless Urano shall otherwise consent in writing (such consent shall not be unreasonably withheld), Aero and its subsidiaries will: (i) conduct the business in the ordinary course and use commercially reasonable efforts to maintain and preserve its and its subsidiaries’ business organization, assets, properties, employees, goodwill and business relationships, including the Aero Mineral Rights; (ii) not undertake certain actions within or outside of the ordinary course of business (including restrictions on incurring indebtedness, issuing securities, declaring dividends, disposing of assets, entering into material contracts or making capital expenditures, in each case except as permitted by the Arrangement Agreement); (iii) notify Urano of events that has or would reasonably be expected to have a material adverse effect; (iv) file required financial statements prepared in accordance with IFRS Accounting Standards; (v) maintain and preserve all material rights under the Aero Mineral Rights; (vi) use commercially reasonable efforts to cause the current insurance (or re-insurance) policies not to be cancelled or terminated and to maintain insurance coverage consistent with past practice; (vii) use commercially reasonable efforts to effect all necessary continuations or cancellations of insurance (or re-insurance) policies; (viii) attend to tax matters and tax filings and remain in compliance with applicable tax Laws; (ix) not plan or implement changes relating to employment matters other than isolated employee terminations consistent with past practice (including not increasing compensation or entering into new or amended employment or severance

arrangements, except in the ordinary course); (x) use commercially reasonable efforts to satisfy the conditions to closing and to complete the Arrangement in accordance with the Arrangement Agreement; and; and (xi) take steps to deliver Aero Shares on any exercise of Urano Warrants or Replacement Options on the same basis as the Consideration.

Non-Solicitation of Acquisition Proposals and Right to Match

Under the Arrangement Agreement, Pegasus agreed that:

- (a) the Company shall not, directly or indirectly:
 - (i) make, initiate, solicit, encourage or otherwise facilitate (including by way of furnishing information or according access to information or any site visit) any inquiries or proposals or offers that constitute an Acquisition Proposal or that could reasonably be expected to lead to an Acquisition Proposal;
 - (ii) participate in any discussions or negotiations with, furnish information to, or otherwise cooperate in any way with, any Person (other than Aero and its affiliates) regarding an Acquisition Proposal or that could reasonably be expected to lead to an Acquisition Proposal;
 - (iii) effect any Change of Recommendation; or
 - (iv) accept, enter into, or propose publicly to accept or enter into, any letter of intent, memorandum of understanding, term sheet, agreement in principle, agreement, arrangement or understanding related to any Acquisition Proposal.
- (b) The Company shall, and shall cause its Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Person (other than Aero) conducted heretofore by the Company or any of its representatives with respect to, or which may reasonably be expected to lead to, an Acquisition Proposal. To the extent it has not already done so, the Company shall discontinue or deny access to all parties other than Aero to any and all data rooms which may have been opened. To the extent that it is entitled to do so, the Company shall immediately request the return or destruction of all confidential non-public information provided to any third parties (other than Aero) who have entered into a confidentiality agreement with the Company relating to a potential Acquisition Proposal, shall use all reasonable efforts to ensure that such requests are honoured and shall immediately advise Aero orally and in writing of any responses or action (actual or threatened) by any recipient of such request which could hinder, prevent, delay or otherwise adversely affect the completion of the Arrangement
- (c) The Company shall:
 - (i) not release any Persons from, or terminate, amend, modify, waive or fail to enforce on a timely basis any obligation of any other Person under any confidentiality or standstill agreement or amend any such agreement or other conditions included in any agreement between the Company and a third party entered into prior to the date hereof;
 - (ii) promptly and diligently enforce all standstill, non-disclosure, non-disturbance, non-solicitation and similar covenants of any other Person in any letter of intent, memorandum of understanding, term sheet, agreement in principle, agreement, arrangement or understanding that it has entered into prior to the date hereof or enters into after the date hereof; and
 - (iii) not accept or enter into any letter of intent, memorandum of understanding, term sheet, agreement in principle, agreement, arrangement or understanding requiring the Company to abandon, terminate or fail to consummate the Arrangement or providing for the payment of

any break, termination or other fees or expenses to any Person proposing an Acquisition Proposal in the event that the Company completes the transactions contemplated hereby or any other transaction with the Purchaser or any of its affiliates.

- (d) The Company shall not become a party to any letter of intent, memorandum of understanding, term sheet, agreement in principle, agreement, arrangement or understanding with any Person subsequent to the date hereof that limits or prohibits the Company from providing Aero and with any information required to be given to them by the Company under the Arrangement Agreement.

However, these restrictions will not apply, subject to certain restrictions, if Pegasus receives an unsolicited written Acquisition Proposal that the Urano Board determines in good faith is or could reasonably be expected to constitute in a Superior Proposal.

If the Pegasus Board determines that an Acquisition Proposal is a Superior Proposal, it must give Aero five Business Days' notice of the Pegasus Board's intention to accept, approve, recommend or enter into an agreement in respect of, such Acquisition Proposal.

During the three Business Day-period before Pegasus can accept, approve, recommend or enter into an agreement in respect of, an Acquisition Proposal, Aero shall have the right to offer in writing to amend the terms of the Arrangement Agreement as it relates to the Arrangement.

The Pegasus Board will review any written offer by Aero to amend the terms of the Arrangement Agreement as it relates to the Arrangement in good faith in order to determine whether such written offer of Aero would be at least equivalent to the Superior Proposal. In that event, Pegasus will enter into an amended agreement with Aero reflecting the written amendment proposed by Aero.

No amounts are required to be paid to Aero as a termination payment in the event that Pegasus enters into an agreement to effect a Superior Proposal or the Pegasus Board makes a Change in Recommendation in respect of the Arrangement.

The above is a summary of the provisions of the Arrangement Agreement. Shareholders should refer to the full text of the Arrangement Agreement, which is filed on SEDAR+.

Amendment of the Arrangement Agreement and Plan of Arrangement

The Arrangement Agreement and the Plan of Arrangement may be amended by mutual written agreement of the parties at any time before or after the holding of the Meeting but not later than the Effective Time, and any such amendment may, subject to the Interim Order and Final Order and applicable Laws:

- (a) change the time for performance of any of the obligations or acts of the parties;
- (b) waive or modify any inaccuracies or modify any representation, term or provision contained in the Arrangement Agreement or in any document delivered pursuant thereto; or
- (c) waive compliance with or modify any of the conditions precedent or any of the covenants or modify performance of any of the obligations of the parties.

Termination of the Arrangement Agreement

The Arrangement Agreement may be terminated at any time prior to the Effective Time by mutual written consent of Aero and Pegasus if:

- (a) the Effective Time has not occurred on or prior to May 31, 2026 unless the failure of the Effective Time to occur by such date is the result of the breach of the obligations of the party terminating the Arrangement Agreement or any representation or warranty of such party being untrue or incorrect;

- (b) there shall be enacted an applicable Law (or applicable Law amended) or there shall be an injunction or court order that makes consummation of the Arrangement illegal or otherwise prohibits Pegasus or Aero from consummating the Arrangement; or
- (c) the required vote for the for the Arrangement Resolution is not obtained at the Meeting or any adjournment thereof.

Aero may terminate the Arrangement Agreement at any time prior to the Effective Time if:

- (a) Pegasus shall have effected a Change of Recommendation (as defined in the Arrangement Agreement);
- (b) Pegasus breaches the non-solicitation covenants included in the Arrangement Agreement; or
- (c) a Pegasus Material Adverse Effect has occurred.

Pegasus may terminate the Arrangement Agreement at any time prior to the Effective Time if:

- (a) Pegasus proposes to accept a Superior Proposal; or
- (b) an Aero Material Adverse Effect has occurred.

Conduct of the Meeting and Other Approvals

Shareholder Approval of the Arrangement

In order for the Arrangement to be effected, the BCBCA requires the Arrangement Resolution to be passed by the Shareholders. The complete text of the Arrangement Resolution to be presented to the Meeting is set forth in Schedule "A" to this Information Circular. Securities Laws require the Arrangement Resolution to be passed by Shareholders. The Arrangement Resolution must be approved by at least two-thirds (66⅔%) of the votes cast by those Shareholders who are present at the Meeting either in person or by proxy.

Court Approval of the Arrangement

The Arrangement, under the BCBCA, also requires the approval of the Court.

On March 26, 2026, prior to mailing of the material in respect of the Meeting, Pegasus obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters and issued a notice of hearing of petition (the "**Notice of Hearing of Petition**") to approve the Arrangement. Attached to this Information Circular as Schedule "C" is a copy of the Interim Order and as Schedule "D" is the Notice of Hearing of Petition.

The Court hearing in respect of the Final Order is scheduled to take place at 9:45 a.m. (Vancouver time) on May 4, 2026, or as soon thereafter as counsel for Pegasus may be heard, at the Law Courts, 800 Smithe Street, Vancouver, British Columbia, subject to the approval of the Arrangement Resolution at the Meeting. ***Shareholders who wish to participate in or be represented at the Court hearing should consult with their legal advisors as to the necessary requirements.***

At the Court hearing, Shareholders who wish to participate or to be represented or to present evidence or argument may do so, subject to the rules of the Court. Although the authority of the Court is very broad under the BCBCA, Pegasus has been advised by counsel that the Court will consider, among other things, the fairness and reasonableness of the terms and conditions of the Arrangement to Shareholders and the rights and interests of every person affected. The Court may approve the Arrangement as proposed or as amended in any manner as the Court may direct, subject to compliance with such terms and conditions, if

any, as the Court deems fit. The Final Order is required for the Arrangement to become effective and, prior to the hearing of the Final Order, the Court will be informed that the Final Order will also constitute the basis for the exemption provided by Section 3(a)(10) of the U.S. Securities Act with respect to the securities to be issued and distributed pursuant to the Arrangement. See “*Securities Laws Considerations - U.S. Securities Laws*”.

Under the terms of the Interim Order, each Shareholders will have the right to appear and present evidence at the hearing for the Final Order. Any person desiring to appear at the hearing to be held by the Court to approve the Arrangement pursuant to the Notice of Hearing of Petition is required to file with the Court and serve upon Pegasus at the address set out below, on or before 4:00 p.m. (Vancouver time) on April 29, 2026, a notice of his, her or its intention to appear (“**Response to Petition**”), including his, her or its address for delivery, together with any evidence or materials which are to be presented to the Court. The Response to Petition and supporting materials must be delivered, within the time specified, to Pegasus at the following address:

DWF Group
Suite 2400, 200 Granville Street
Vancouver, British Columbia V6C 1S4
Attention: Nicole Chang & Lauren Gnanasihamany

Fees and Expenses

Under the Arrangement Agreement, Aero and Pegasus agreed that each party shall pay its respective legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the negotiation, preparation or execution of the Arrangement Agreement, and all documents and instruments executed or delivered pursuant to the Arrangement Agreement, as well as any other costs and expenses incurred.

RIGHTS OF DISSENTING SHAREHOLDERS

Shareholders who wish to dissent should take note that the procedures for dissenting to the Arrangement require strict compliance with the Interim Order, the Plan of Arrangement and applicable Dissent Procedures.

As indicated in the Notice, any registered holder of common shares is entitled to be paid the fair value of such shares in accordance with Section 245 of the BCBCA if such holder duly dissents in respect of the Arrangement and the Arrangement becomes effective. A Shareholder is not entitled to dissent with respect to such holder’s Pegasus Shares if such holder votes any of those shares in favour of the Arrangement Resolution.

If a registered Shareholder exercises Dissent Rights, as herein defined, Aero will on the Effective Date set aside a number of the securities, respectively, which are attributable under the Arrangement to the Pegasus Shares for which Dissent Rights have been exercised (the “**Dissenting Shares**”). If a Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, the Dissenting Shares held by such a Shareholder will be deemed to be transferred to Aero and Aero shall be recorded as the registered holder of such Pegasus Shares so transferred and shall be deemed to be the legal owner of such Pegasus Shares in accordance with the terms of the Arrangement and Aero will pay the amount to be paid in respect of the Dissenting Shares.

A brief summary of the provisions of Sections 237 to 247 of the BCBCA is set out below.

Notwithstanding Subsection 242(2) of the BCBCA, the written notice of dissent to the Arrangement Resolution referred to in Subsection 242(2) of the BCBCA must be received by Pegasus not later than 5:00 p.m. (Vancouver time) at least two days before the date of the Meeting. The notice of dissent should be

delivered by registered mail to Pegasus at the address for notice described below. After the Arrangement Resolution is approved by Shareholders and within one month after Pegasus notifies the dissenting Shareholder of Pegasus' intention to act upon the Arrangement Resolution pursuant to Section 243 of the BCBCA, the dissenting Shareholder must send to Pegasus a written notice that such holder requires the purchase of all of the Pegasus Shares in respect of which such holder has given notice of dissent, together with the share certificate or certificates representing those Pegasus Shares (including a written statement prepared in accordance with Subsection 244(1)(c) of the BCBCA if the dissent is being exercised by the Shareholder on behalf of a beneficial holder). A dissenting Shareholder who does not strictly comply with the Dissent Procedures or, for any other reason, is not entitled to be paid fair value for his, her or its Dissenting Shares will be deemed to have participated in the Arrangement on the same basis as non-dissenting Shareholders.

Any dissenting Shareholder who has duly complied with Section 244(1) of the BCBCA or Pegasus may apply to the Court, and the Court may determine the fair value of the Dissenting Shares and make consequential orders and give directions as the Court considers appropriate. There is no obligation on Pegasus to apply to the Court. The dissenting Shareholder will be entitled to receive the fair value that the Dissenting Shares had immediately before the passing of the Arrangement Resolution. Failure to comply strictly with the provisions of the BCBCA, as modified by the Interim Order and the Final Order, and to adhere to the procedures established therein may result in the loss of all rights thereunder.

The Court, upon hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein based on the evidence presented at such hearing.

Pursuant to the Interim Order, holders of Pegasus Shares may exercise rights of dissent ("**Dissent Rights**") under Division 2 of Part 8 of the BCBCA, as the same may be modified by the Interim Order and the Final Order, with respect to Pegasus Shares in connection with the Arrangement, provided that the written notice of dissent to the Arrangement Resolution contemplated by Section 242 of the BCBCA must be sent to Pegasus by Shareholders who wish to dissent at least two days before the Meeting or any date to which the Meeting may be postponed or adjourned and provided further that Shareholders who exercise such Dissent Rights and who:

- (a) are ultimately entitled to be paid fair value for their Pegasus Shares which fair value shall be the fair value of such Pegasus Shares immediately before the passing by the Shareholders of the Arrangement Resolution, shall be paid an amount in cash equal to such fair value by Aero; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Pegasus Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Pegasus Shares and shall be entitled to receive only the Consideration contemplated under the Plan of Arrangement that such holder would have received pursuant to the Arrangement if such holder had not exercised Dissent Rights,

but in no case shall Aero, Pegasus, or any other person be required to recognize holders of Pegasus Shares who exercise Dissent Rights as Shareholders after the time that is immediately prior to the Effective Time, and the names of such holders of Pegasus Shares who exercise Dissent Rights shall be deleted from the central securities register of Pegasus Shares as Shareholders at the Effective Time and Aero shall be recorded as the registered holder of the Pegasus Shares so transferred and shall be deemed to be the legal owner of such Pegasus Shares.

Addresses for Notice

All notices of dissent to the Arrangement pursuant to Section 242 of the BCBCA should be sent to Pegasus' counsel at:

Morton Law LLP
1200, 750 West Pender Street
Vancouver, BC V6C 2T8
Attention: Sandy Fong

Strict Compliance with Dissent Provisions Required

The foregoing summary does not purport to provide a comprehensive statement of the procedures to be followed by a dissenting Shareholder who seeks payment of the fair value of the Pegasus Shares held and is qualified in its entirety by reference to Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Final Order and the Plan of Arrangement. A copy of the Interim Order is attached to this Information Circular as Schedule "C". Sections 237 to 247 of the BCBCA are reproduced in Schedule "G" to this Information Circular. The Dissent Procedures must be strictly adhered to and any failure by a Shareholder to do so may result in the loss of that holder's Dissent Rights. **Accordingly, each Shareholder who wishes to exercise Dissent Rights should carefully consider and comply with the Dissent Procedures and consult such holder's legal advisers.**

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is, as of the date of this Information Circular, a general summary of the principal Canadian federal income tax considerations under the Tax Act in respect of the Arrangement generally applicable to Shareholders who beneficially own Pegasus Shares immediately prior to the Effective Time, who acquire Aero Shares pursuant to the Arrangement, and who at all relevant times, for purposes of the Tax Act (i) hold their Pegasus Shares, and will hold any Aero Shares acquired pursuant to the Arrangement, as capital property, and (ii) deal at arm's length with all of, and are not affiliated with any of, Pegasus and Aero (each such Shareholder, a "**Holder**").

Generally, Pegasus Shares and Aero Shares will be considered to be capital property to the holder thereof provided that they are not used or held in the course of carrying on a business of trading or dealing in securities and have not been acquired in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Shareholders who are resident in Canada for purposes of the Tax Act and who might not otherwise be considered to hold their Pegasus Shares or Aero Shares, as applicable, as capital property may, in certain circumstances, be entitled to have their Pegasus Shares, Aero Shares and any other "Canadian security" (as defined in the Tax Act), owned by such holders in the taxation year in which the election is made, and in all subsequent taxation years, treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. Such Shareholders should consult their own tax advisors regarding the potential application and consequences of this election in their particular circumstances.

This summary does not apply to a Holder: (i) that is a partnership; (ii) that beneficially owns their Pegasus Shares through a partnership; (iii) that is a "financial institution" (as defined in the Tax Act) for the purposes of the mark-to-market rules; (iv) that is a "specified financial institution" or "restricted financial institution" (each as defined in the Tax Act); (v) an interest in which is a "tax shelter investment" or whose Pegasus Shares are a "tax shelter investment" (as defined in the Tax Act); (vi) that has made a "functional currency" election under section 261 of the Tax Act; (vii) that has acquired, or acquires, Pegasus Shares upon the exercise or settlement (or deemed exercise or settlement) of a Pegasus Option, or pursuant to any other employee compensation plan; (viii) that is a corporation resident in Canada that is, or becomes (or does not deal at "arm's length", within the meaning of the Tax Act, with a corporation resident in Canada that is or becomes), as part of a transaction or event or series of transactions or events that includes the Arrangement, controlled by a non-resident corporation, a non-resident individual, a non-resident trust or a group of persons (comprising any combination of non-resident corporations, non-resident individuals and

non-resident trusts) that do not deal with each other at arm's length, for purposes of section 212.3 of the Tax Act; (ix) that has entered into, or enters into, a "derivative forward agreement", "synthetic equity arrangement" or "synthetic disposition arrangement" (each as defined in the Tax Act) with respect to its Pegasus Shares or Aero Shares; (x) that receives dividends on its Pegasus Shares or Aero Shares under or as part of a "dividend rental arrangement" (as defined in the Tax Act); or (xi) that is exempt from tax under Part I of the Tax Act. **Such Holders should consult their own tax advisors.**

In addition, this summary does not address the Canadian federal income tax considerations applicable to holders of Pegasus Options or Pegasus Warrants in connection with the Arrangement. **Such holders should consult their own tax advisors.**

For purposes of this summary, it has been assumed that the Pegasus Shares will continue to be listed on the TSXV at all relevant times until they are exchanged for Aero Shares pursuant to the Arrangement, and that the Aero Shares will be listed on the TSXV at all relevant times.

This summary is based upon the provisions of the Tax Act in force on the date of this Information Circular and an understanding of the current published administrative policies and assessing practices of the CRA made publicly available prior to the date of this Information Circular. This summary takes into account all specific proposals to amend the Tax Act which have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date of this Information Circular (the "**Tax Proposals**") and assumes that the Tax Proposals will be enacted in their current form; however no assurance can be given that any of the Tax Proposals will be enacted in the form proposed, or at all. Except for the Tax Proposals, this summary does not take into account or anticipate any changes in law, whether by legislative, governmental or judicial decision or action, or changes in the administrative or assessing practices and policies of the CRA, nor does it take into account other federal or any provincial, territorial or foreign tax legislation or considerations, which may differ significantly from the Canadian federal income tax considerations discussed herein.

This summary assumes that Aero will not make a joint election with any Shareholder under section 85 of the Tax Act in respect of the exchange of Pegasus Shares for Aero Shares pursuant to the Arrangement.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations applicable to a Holder in respect of the transactions described herein. The income or other tax consequences to a Holder will vary depending on the particular circumstances of the Holder, including the province or provinces in which the Holder resides or carries on business. Accordingly, this summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Holder, and no representations with respect to the income tax consequences to any particular Holder are made. Moreover, no advance income tax ruling has been applied for or obtained from the CRA to confirm the tax consequences of any of the transactions described herein. Holders should consult their own legal and tax advisors with respect to the tax consequences of the transactions described in this Information Circular based on their own particular circumstances.

Holders Resident in Canada

The following summary under this heading "*Holders Resident in Canada*" is generally applicable to a Holder who at all relevant times, for purposes of the Tax Act, is or is deemed to be resident in Canada (a "**Resident Holder**").

The following portion of this summary, other than the portion under the heading "*Holders Resident in Canada – Dissenting Resident Holders*", applies to Resident Holders that are not Dissenting Shareholders.

Exchange of Pegasus Shares for Aero Shares

A Resident Holder who exchanges Pegasus Shares for Aero Shares pursuant to the Arrangement will (unless the Resident Holder chooses otherwise, as described below) be deemed to have disposed of such Pegasus Shares for proceeds of disposition equal to the Resident Holder's adjusted cost base thereof immediately before the exchange. As a result, such a Resident Holder should not recognize a capital gain or capital loss in respect of the exchange. The Resident Holder will also be deemed to have acquired the Aero Shares received in exchange for such Pegasus Shares at a cost equal to the Resident Holder's adjusted cost base of the Pegasus Shares immediately before the exchange. If the Resident Holder owns any other Aero Shares as capital property at the time of the exchange, the adjusted cost base of all Aero Shares owned by the Resident Holder immediately after the exchange will be determined in accordance with certain rules in the Tax Act by averaging the cost of the shares acquired on the exchange with the adjusted cost base of those other shares.

Notwithstanding the foregoing, a Resident Holder who exchanges Pegasus Shares for Aero Shares pursuant to the Arrangement may, if the Resident Holder so chooses, recognize all (but not less than all) of the capital gain or capital loss in respect of such disposition of Pegasus Shares by reporting such capital gain or capital loss in the Resident Holder's income tax return for the taxation year during which the disposition occurs. The taxation of any such capital gain or capital loss will be generally as described under the heading "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*" below.

Disposition of Aero Shares Following the Arrangement

A Resident Holder who disposes, or is deemed to dispose, of a Aero Share following the completion of the Arrangement (other than a disposition of a Aero Share to Aero, unless such disposition is the purchase by Aero in the open market in the manner in which shares are normally purchased by a member of the public in the open market) generally will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of such share to the Resident Holder immediately before the disposition.

The taxation of any such capital gain or capital loss will be generally as described under the heading "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*" below.

Taxation of Capital Gains and Capital Losses

Generally, one-half of any capital gain (a "**taxable capital gain**") realized by a Resident Holder in a taxation year must be included in the Resident Holder's income for the year, and one-half of any capital loss (an "**allowable capital loss**") realized by a Resident Holder in a taxation year must be deducted from taxable capital gains realized by the Resident Holder in that year.

Allowable capital losses for a taxation year in excess of taxable capital gains for a taxation year may generally 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 years, to the extent and under the circumstances specified in the Tax Act.

The amount of any capital loss otherwise realized by the Resident Holder that is a corporation on a disposition or deemed disposition of Aero Shares may be reduced by the amount of certain dividends received or deemed to be received by it on such share (and, in certain circumstances, a share for which such share was exchanged), in each case to the extent and under the circumstances specified by the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns such shares, or where a partnership or trust of which the corporation is a member or beneficiary is a member of a partnership or a beneficiary of a trust that owns such shares. Resident Holders to whom these rules may be relevant should consult their own tax advisors.

A Resident Holder that is a “Canadian-controlled private corporation” (as defined in the Tax Act) throughout the relevant taxation year or a “substantive CCPC” (as defined in the Tax Act) at any time in a taxation year may be liable to pay an additional tax (refundable in certain circumstances) on its “aggregate investment income”, which includes amounts in respect of net taxable capital gains.

Capital gains realized by individuals and certain trusts may, in certain circumstances, give rise to the alternative minimum tax under the Tax Act.

Dividends on Aero Shares

A Resident Holder generally will be required to include in computing its income for a taxation year any dividends received or deemed to be received on such Resident Holder’s Aero Shares during such taxation year.

In the case of a Resident Holder who is an individual (other than certain trusts), such dividends will be subject to the gross-up and dividend tax credit rules generally applicable to dividends received from “taxable Canadian corporations” (as defined in the Tax Act), including the enhanced gross-up and dividend tax credit if, and to the extent, Aero designates any portion of a particular dividend to be an “eligible dividend” in accordance with the Tax Act. There may be limitations on the ability of Aero to designate dividends as eligible dividends.

In the case of a Resident Holder that is a corporation, the amount of any taxable dividend received or deemed to be received on such Resident Holder’s Aero Shares and included in the Resident Holder’s income for the taxation year generally will be deductible in computing the Resident Holder’s taxable income.

In certain circumstances, subsection 55(2) of the Tax Act may deem a taxable dividend received by a Resident Holder that is a corporation as proceeds of disposition or a capital gain. **Resident Holders that are corporations should consult their own tax advisors having regard to their own circumstances.**

A Resident Holder that is a “private corporation” (as defined in the Tax Act) or any other corporation resident in Canada controlled, whether because of a beneficial interest in one or more trusts or otherwise, by or for the benefit of an individual (other than a trust) or a related group of individuals (other than trusts), may be liable under Part IV of the Tax Act to pay an additional tax (refundable in certain circumstances) on dividends received or deemed to be received on the Aero Shares to the extent that such dividends are deductible in computing the Resident Holder’s taxable income for the taxation year.

Taxable dividends received or deemed to be received by individuals and certain trusts may, in certain circumstances, give rise to the alternative minimum tax under the Tax Act.

Dissenting Resident Holders

The following portion of this summary is generally applicable to a Resident Holder that is a Dissenting Shareholder (a “**Dissenting Resident Holder**”).

A Dissenting Resident Holder who, as a result of the valid exercise of Dissent Rights, is entitled to be paid the fair value of their Pegasus Shares by Pegasus will be deemed to have received a taxable dividend in the taxation year of payment equal to the amount, if any, by which such payment (other than that portion that is in respect of interest, if any, awarded by the Court) exceeds the paid-up capital attributable to such Dissenting Resident Holder’s Pegasus Shares immediately before their surrender to Pegasus pursuant to the Arrangement. The tax consequences described above under the heading “*Holdings Resident in Canada – Dividends on Aero Shares*” will generally apply with respect to any such deemed dividend.

In addition, a Dissenting Resident Holder will be considered to have disposed of such Pegasus Shares for proceeds of disposition equal to the payment received (other than that portion that is in respect of interest, if any, awarded by the Court), less the amount of any deemed dividend arising on the surrender of such

Pegasus Shares as described above. The Dissenting Resident Holder will, in general, realize a capital gain (or incur a capital loss) equal to the amount by which such proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to such holder of the Pegasus Shares immediately before their surrender to Pegasus pursuant to the Arrangement. The taxation of any such capital gain or capital loss will be generally as described under the heading "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*" above.

Interest, if any, awarded by the Court to a Dissenting Resident Holder will be included in the Dissenting Resident Holder's income for the purposes of the Tax Act.

Dissenting Resident Holders should consult their own tax advisors with respect to the tax implications to them of the exercise of Dissent Rights.

Holders Not Resident in Canada

The following summary under this heading "Holders Not Resident in Canada" is generally applicable to a Holder who at all relevant times, for purposes of the Tax Act, (i) is not resident in Canada and is not deemed to be resident in Canada, (ii) does not use or hold, and is not deemed to use or hold, its Pegasus Shares or Aero Shares in, or in the course of carrying on, a business in Canada, (iii) is not a person who carries on an insurance business in Canada and elsewhere, (iv) is not an "authorized foreign bank" (as defined in the Tax Act), and (v) is not a "foreign affiliate" (as defined in the Tax Act) of a person resident in Canada (a "**Non-Resident Holder**").

The following portion of this summary, other than the portion under the heading "*Holders Not Resident in Canada – Dissenting Non-Resident Holders*", applies to Non-Resident Holders that are not Dissenting Shareholders.

Exchange of Pegasus Shares for Aero Shares

A Non-Resident Holder will generally not be subject to tax under the Tax Act on any capital gain, or be entitled to deduct any capital loss, realized on the exchange of its Pegasus Shares for Aero Shares pursuant to the Arrangement unless such Pegasus Shares are (or are deemed to be) "taxable Canadian property" (as defined in the Tax Act) to the Non-Resident Holder at the time of such exchange and the Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention.

The Pegasus Shares disposed of by a Non-Resident Holder pursuant to the Arrangement generally will be "taxable Canadian property" of the Non-Resident Holder if, at any time during the 60-month period immediately preceding the disposition:

- 25% or more of the issued shares of any class of the capital stock of Pegasus were owned by or belonged to one or any combination of (i) the Non-Resident Holder, (ii) persons with whom the Non-Resident Holder did not deal at arm's length for purposes of the Tax Act, and (iii) partnerships in which the Non-Resident Holder or a person referred to in (iii) holds a membership interest directly or indirectly through one or more partnership; and
- more than 50% of the fair market value of the Pegasus Shares at such time was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, "Canadian resource properties" or "timber resource properties" (each as defined in the Tax Act), or options in respect of, or interests in, or for civil law rights in, any such properties.

Notwithstanding the foregoing, a Pegasus Share may also be deemed to be "taxable Canadian property" in certain circumstances, subject to the detailed rules in the Tax Act. **Non-Resident Holders** should consult their own tax advisors in this regard.

Even if the Pegasus Shares are “taxable Canadian property” to a Non-Resident Holder, such Non-Resident Holder may be exempt from Canadian tax on any capital gain realized on the exchange of its Pegasus Shares pursuant to the Arrangement by virtue of an applicable income tax treaty or convention to which Canada is a signatory. Non-Resident Holders whose Pegasus Shares may constitute “taxable Canadian property” should consult their own tax advisors in this regard.

If the Pegasus Shares are or are deemed to be “taxable Canadian property” of a Non-Resident Holder and such Non-Resident Holder is not eligible for relief pursuant to an applicable income tax treaty or convention, then the exchange of such Non-Resident Holder’s Pegasus Shares pursuant to the Arrangement will generally be subject to the same Canadian tax consequences applicable to a Resident Holder with respect to the exchange of such Non-Resident Holder’s Pegasus Shares pursuant to the Arrangement as discussed above under the heading “*Holders Resident in Canada – Exchange of Pegasus Shares for Aero Shares*”, including qualifying for the automatic tax-deferred rollover under section 85.1 of the Tax Act. In that case, however, the exchange of Pegasus Shares for Aero Shares may be subject to Canadian withholding tax unless the Pegasus Shares constitute “excluded property” (as defined in subsection 116(6) of the Tax Act). Non-Resident Holders should consult with their own tax advisors in this regard.

The cost to a Non-Resident Holder of the Aero Shares acquired on the exchange of Pegasus Shares pursuant to the Arrangement will be computed in the same manner as described above with respect to a Resident Holder under the heading “*Holders Resident in Canada – Exchange of Pegasus Shares for Aero Shares*”.

Disposition of Aero Shares Following the Arrangement

A Non-Resident Holder who, following the completion of the Arrangement, disposes, or is deemed to dispose, of a Aero Share will generally not be subject to tax under the Tax Act on any capital gain, or be entitled to deduct any capital loss, realized on such disposition unless, at the time of disposition, such share is or is deemed to be “taxable Canadian property” (as defined in the Tax Act) to the Non-Resident Holder and the Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention.

Provided that the Aero Shares are listed on a “designated stock exchange” (as defined in the Tax Act, which currently includes the TSXV) at the time they are disposed of by the Non-Resident Holder, the Aero Shares generally will be “taxable Canadian property” of the Non-Resident Holder if, at any time during the 60-month period immediately preceding the disposition:

- 25% or more of the issued shares of any class of the capital stock of Aero were owned by or belonged to one or any combination of (i) the Non-Resident Holder, (ii) persons with whom the Non-Resident Holder did not deal at arm’s length for purposes of the Tax Act, and (iii) partnerships in which the Non-Resident Holder or a person referred to in (iii) holds a membership interest directly or indirectly through one or more partnership; and
- more than 50% of the fair market value of the Aero Shares at such time was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, “Canadian resource properties” or “timber resource properties” (each as defined in the Tax Act), or options in respect of, or interests in, or for civil law rights in, any such properties.

An Aero Share acquired by a Non-Resident Holder upon the exchange of Pegasus Shares for Aero Shares pursuant to the Arrangement may also be deemed to be “taxable Canadian property” of the Non-Resident Holder for a period of 60 months following the Effective Date if, at the time of such exchange, such Pegasus Shares constituted “taxable Canadian property” of the Non-Resident Holder. Non-Resident Holders should consult their own tax advisors in this regard.

Even if the Aero Shares are “taxable Canadian property” of a Non-Resident Holder, such Non-Resident Holder may be exempt from Canadian tax on any capital gain realized on the disposition of such shares by

virtue of an applicable income tax treaty or convention to which Canada is a signatory. Non-Resident Holders should consult their own tax advisors in this regard.

If the Aero Shares are or are deemed to be “taxable Canadian property” to a Non-Resident Holder and such Non-Resident Holder is not eligible for relief pursuant to an applicable income tax treaty or convention, then the disposition of the Non-Resident Holder’s Aero Shares generally will be subject to the same Canadian tax consequences applicable to a Resident Holder with respect to the disposition of such Resident Holder’s Aero Shares as discussed above under the heading “*Holders Resident in Canada – Disposition of Aero Shares Following the Arrangement*”.

Dividends on Aero Shares

Dividends paid or credited, or deemed to be paid or credited, to a Non-Resident Holder on Aero Shares will be subject to Canadian non-resident withholding tax. Under the Tax Act, the rate of withholding is 25% of the gross amount of the dividend. The withholding rate may be reduced pursuant to the provisions of an applicable income tax treaty or convention. Under the Canada–United States Tax Convention (1980), as amended (the “**Canada–U.S. Tax Treaty**”), the withholding rate on any such dividend beneficially owned by a Non-Resident Holder that is a resident of the United States for purposes of the Canada–U.S. Tax Treaty and fully entitled to the benefits of such treaty (a “**U.S. Treaty Holder**”) is generally reduced to 15% (or 5% in the case of a U.S. Treaty Holder that is a company beneficially owning at least 10% of the voting shares of Aero).

Dissenting Non-Resident Holders

The following portion of this summary applies to a Non-Resident Holder that is a Dissenting Shareholder (a “**Dissenting Non-Resident Holder**”).

A Dissenting Non-Resident Holder who, as a result of the exercise of Dissent Rights, is entitled to be paid the fair value of their Pegasus Shares by Pegasus will be deemed to have received a taxable dividend in the taxation year of payment equal to the amount, if any, by which such payment (other than that portion that is in respect of interest, if any, awarded by the Court) exceeds the paid-up capital attributable to such Dissenting Non-Resident Holder’s Pegasus Shares immediately before their surrender to Pegasus pursuant to the Arrangement. Any such deemed dividend will be subject to Canadian withholding tax at the same rate as described above under the heading “*Holders Not Resident in Canada – Dividends on Aero Shares*” with respect to dividends on the Aero Shares.

In addition, a Dissenting Non-Resident Holder will be considered to have disposed of such Pegasus Shares for proceeds of disposition equal to the payment received (other than that portion that is in respect of interest, if any, awarded by the Court), less the amount of any deemed dividend arising on the surrender of such shares as described above. A Dissenting Non-Resident Holder will, in general, realize a capital gain (or incur a capital loss) equal to the amount by which such proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to such holder of the Pegasus Shares immediately before their surrender to Pegasus pursuant to the Arrangement. A Dissenting Non-Resident Holder will generally not be subject to tax under the Tax Act on any capital gain, or be entitled to deduct any capital loss, realized on the disposition of its Pegasus Shares unless such Pegasus Shares are “taxable Canadian property” of the Non-Resident Holder and the Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention.

Interest, if any, awarded by the Court to a Dissenting Non-Resident Holder will not be subject to Canadian withholding tax, provided that such interest does not constitute “participating debt interest” as defined in the Tax Act.

Dissenting Non-Resident Holders should consult their own tax advisors with respect to the tax implications to them of the exercise of their Dissent Rights.

Eligibility for Investment

Based on the current provisions of the Tax Act in force as of the date hereof, the Aero Shares received by Shareholders pursuant to the Arrangement should be qualified investments under the Tax Act at a particular time for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered education savings plan, a tax-free savings account, a first home savings account, or a registered disability savings plan, all as defined in the Tax Act (each a “**Registered Plan**”) or a trust governed by a deferred profit sharing plan (a “**DPSP**”), provided that at the particular time either: (1) the Aero Shares are listed and posted for trading on a “designated stock exchange” (as defined in the Tax Act, which currently includes the TSXV), or (2) Aero otherwise qualifies at that time as a “public corporation” (as defined in the Tax Act) other than a mortgage investment corporation.

In this regard the Aero Shares are currently listed on a designated stock exchange and Aero is currently a public corporation other than a mortgage investment corporation.

If at any time the Aero Shares are not listed on a designated stock exchange and Aero does not qualify as a public corporation, then the Aero Shares will not be qualified investments under the Tax Act at that time for a trust governed by a Registered Plan or a DPSP and adverse tax consequences will arise with respect to any Aero Shares acquired or held by such a trust.

Further, notwithstanding that the Aero Shares may be a qualified investment, the holder, annuitant, or subscriber of a Registered Plan will be subject to a penalty tax in respect of Aero Shares held in that Registered Plan if such Aero Shares are a “prohibited investment” for the purposes of the Tax Act. The Aero Shares will generally be a “prohibited investment” if the holder, annuitant or subscriber, as the case may be, does not deal at arm’s length with Aero for the purposes of the Tax Act or has a “significant interest” (as defined in the Tax Act) in Aero for the purposes of the Tax Act. The Aero Shares will generally not be a “prohibited investment” if the Aero Shares are “excluded property” as defined in the Tax Act for trusts governed by a Registered Plan. Prospective holders that intend to hold Aero Shares in a Registered Plan are urged to consult their own tax advisers with respect to whether the Aero Shares would constitute a “prohibited investment” in their particular circumstances.

UNITED STATES FEDERAL INCOME TAX

This Information Circular does not contain a discussion of the U.S. federal income tax consequences of the Arrangement to Shareholders subject to United States tax jurisdiction. U.S. Holders of Pegasus Shares should consult their own tax advisors with respect to the U.S. federal income tax consequences of the Arrangement, including the holding of shares in a “passive foreign investment company” and regarding the U.S. tax implications to them of the Arrangement.

SECURITIES LAWS CONSIDERATIONS

The following is a brief summary of the Securities Laws considerations applying to the Arrangement.

Canadian Securities Laws

Shareholders are urged to consult their professional and legal advisors to determine the applicability to them of the resale restrictions prescribed by applicable Securities Laws

Status under Canadian Securities Laws

Pegasus is a reporting issuer in British Columbia and Alberta. The Pegasus Shares currently trade on the TSXV under the symbol “PEGA” and on the OTCID under the symbol “SLTFF”. Aero is, and after the Arrangement will continue to be, a reporting issuer in all of the provinces of Canada. The Aero Shares currently trade on each of the TSXV under the symbol AERO”, the Frankfurt Stock Exchange under the symbol “UU3” and on the OTC Pink under the symbol “AAUGF”.

Distribution and Resale of Securities Under Canadian Securities Laws

The distribution of the securities pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian securities legislation. With certain exceptions, the securities may generally be resold in each of the provinces of Canada provided the trade is not a “control distribution” as defined in National Instrument 45 - 102 - *Resale of Securities* of the Canadian Securities Administrators, no unusual effort is made to prepare the market or create a demand for those securities, no extraordinary commission or consideration is paid to a person or company in respect of the trade and, if the selling security holder is an insider or officer of Aero, the insider or officer has no reasonable grounds to believe that Aero is in default of securities legislation.

MI 61-101 Protection of Minority Security Holders in Special Transactions

Since Pegasus is a reporting issuer in British Columbia and Alberta, and is subject to Policy 5.9 - *Protection of Minority Security Holders in Special Transactions* of the TSXV, the Arrangement is subject to MI 61-101. MI 61-101 is intended to regulate certain transactions to ensure equality of treatment among securityholders, generally requiring enhanced disclosure, approval by a majority of shareholders excluding interested or related parties, independent valuations and, in certain circumstances, approval and oversight of the transaction by a special committee of independent Directors. The protections of MI 61-101 generally apply to “business combinations” where the interests of a holder of an equity security may be terminated without their consent.

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

A “collateral benefit”, as defined in MI 61-101, includes any benefit that a related party of Pegasus (which includes the directors and senior officers of Pegasus) is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities or other enhancement in benefits related to past or future services as an employee, director or consultant of Pegasus. However, such a benefit will not constitute a “collateral benefit” provided that certain conditions are satisfied.

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

If a “related party” receives a “collateral benefit” in connection with the Arrangement, the Arrangement Resolution will also require “minority approval” in accordance with MI 61-101. If “minority approval” is required, the Arrangement Resolution must also be approved by a majority of the votes cast, excluding those votes beneficially owned, or over which control or direction is exercised, by the “related parties” of Pegasus who receive a “collateral benefit” in connection with the Arrangement.

The Pegasus Board has determined that no related party of Pegasus (which includes the directors and senior officers of Pegasus) is entitled to receive directly or indirectly, as a consequence of the Arrangement, any “collateral benefit” for the purposes of MI 61-101.

To the knowledge of the Company, no “related party” (as defined in MI 61-101) of the Company has participated in or will participate in the Concurrent Financing.

U.S. Securities Laws

The following discussion is a general overview of certain requirements of certain U.S. securities laws applicable to Shareholders in the United States. All holders of such securities are urged to obtain legal advice to ensure that their resale of Aero Shares received pursuant to the Arrangement complies with applicable U.S. securities laws.

The securities to be issued in connection with the Arrangement to Shareholders have not been, and will not be, registered under the U.S. Securities Act or any applicable securities laws of any state of the United States. Such securities will be issued in reliance upon the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. Section 3(a)(10) of the U.S. Securities Act provides an exemption from registration under the U.S. Securities Act for offers and sales of securities issued in exchange for one or more outstanding securities, claims or property interests where the terms and conditions of the issuance and exchange of such securities have been approved by a court authorized to grant such approval after a hearing upon the fairness of the terms and conditions of the issuance and exchange at which all persons to whom the securities will be issued have the right to appear and to receive timely notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement will be considered. Accordingly, the Final Order, if granted by the Court, will constitute a basis for the exemption from the registration requirements of the U.S. Securities Act with respect to the Aero Shares issuable to Shareholders and to the holders of Pegasus Options and Pegasus Warrants in connection with the Arrangement.

The ability of a Shareholder to resell the Aero Shares issued to it on the Effective Date of the Arrangement will depend on whether it is an “affiliate” of Aero after the Effective Date of the Arrangement or was an “affiliate” of Aero within 90 days prior to the Effective Date of the Arrangement. As defined in Rule 144 under the U.S. Securities Act, an “affiliate” of an issuer is a person that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer. Typically, persons who are executive officers, directors or major shareholders of an issuer are considered to be its “affiliates”. Persons that are not affiliates of Aero after the Effective Date of the Arrangement and were not affiliates of Aero within 90 days prior to the Effective Date of the Arrangement, may freely resell the Aero Shares issued to them on the Effective Date of the Arrangement under the U.S. Securities Act.

Persons that are affiliates of Aero after the Effective Date of the Arrangement or were affiliates of Aero within 90 days prior to the Effective Date of the Arrangement may resell such Aero Shares only pursuant to registration or an exemption from registration under the U.S. Securities Act and in accordance with any applicable securities laws of any state of the United States. Such persons are urged to consult with their own legal counsel to determine the circumstances in which the resale of Aero Shares issued to them pursuant to the Arrangement will comply with an exemption from such registration requirements.

Option holders and Warrant holders are advised that the exemption provided by Section 3(a)(10) of the U.S. Securities Act will not exempt the issuance of Aero Shares upon the exercise of the Pegasus Options or the Pegasus Warrants, whether prior to or after the Effective Date. Accordingly, such securities may be exercised in the United States, or by or on behalf of a U.S. Person, only if exemptions from the registration requirements of the U.S. Securities Act and any applicable securities laws of any state of the United States are available for such exercise.

The securities issuable in connection with the Arrangement have not been approved or disapproved by the SEC or the securities regulatory authorities in any state, nor has the SEC or the securities regulatory authorities in any state passed on the fairness or merits of the Arrangement or the

adequacy or accuracy of this Information Circular. Any representation to the contrary is a criminal offence.

LEGAL MATTERS

Certain legal matters in connection with the Arrangement will be reviewed for Pegasus by Morton.

Certain legal matters in connection with the Arrangement will be reviewed for Aero by Forooghian.

INFORMATION CONCERNING PEGASUS

AUDITORS

The auditors of Pegasus are Crowe Mackay LLP, Chartered Professional Accountants, of Suite 1100, 1177 W Hastings Street, Vancouver, BC, V6E 4T5.

ADDITIONAL INFORMATION

Additional information relating to Pegasus is available on SEDAR+ at www.sedarplus.ca. Shareholders may contact Christian Timmins, President, Chief Executive Officer and Director, by email at info@pegasusresourcesinc.com or by telephone at 403-597-3410 to request copies of Pegasus' financial statements and Management's Discussion and Analysis.

Pegasus' financial information is provided in Pegasus' financial statements and Management's Discussion and Analysis for the most recently completed financial period, which are available at www.sedarplus.ca and are not incorporated by reference into this Information Circular.

INFORMATION CONCERNING AERO

For further information concerning Aero before completion of the Arrangement, see Schedule "E" attached to this Information Circular. Additional information relating to the Company is available on the SEDAR+ website at www.sedarplus.ca.

INFORMATION CONCERNING AERO POST-ARRANGEMENT

For further information concerning Aero post-Arrangement, see Schedule "F" attached to this Information Circular. Additional information relating to the Company is available on the SEDAR+ website at www.sedarplus.ca.

INTERESTS OF EXPERTS

To the knowledge of Pegasus, as at the date hereof, Forooghian, Morton Law, RWE Growth Partners, Inc., and Jacob Anderson, CPG, MAusIMM, Resource Geologist with Dahrouge Geological Consulting USA Ltd., as applicable, the designated professionals (as such term is defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) thereof, each as a group beneficially owned directly or indirectly, less than 1% of each of the outstanding Aero Shares and Pegasus Shares.

For information regarding the experts who have prepared certain sections of Schedule "E" to this Information Circular, or are named as having prepared or certified a report, statement or opinion in or incorporated by reference into Schedule "E" to this Information Circular, see "*Information Concerning Aero – Interests of Experts*" in Schedule "E".

ANNUAL GENERAL MEETING MATTERS

Presentation of Financial Statements

The annual consolidated financial statements of the Company for the financial year ended May 31, 2025, together with the auditor's report thereon, will be placed before the Meeting. The Company's financial statements are available on SEDAR+.

Election of Directors

The Company proposes to fix the number of directors of the Company at three (3) and to nominate the persons listed below for election as directors. Each director will hold office until the next annual general meeting of the Company or until his successor is elected or appointed, unless his office is earlier vacated. Management does not contemplate that any of the nominees will be unable to serve as a director. If, prior to the Meeting, any vacancies occur in the slate of nominees herein listed, it is intended that discretionary authority shall be exercised by the person named in the Proxy as nominee to vote the Pegasus Shares represented by Proxy for the election of any other person or persons as directors.

Pursuant to the advance notice provisions contained in the Company's articles (the "**Advance Notice Provisions**"), the Pegasus Board has determined that notice of nominations of persons for election to the Pegasus Board at the Meeting must be made following the requirements of such Advance Notice Provisions. As of the date of this Information Circular, the Company has not received notice of a nomination in compliance with the Company's articles and, subject to the timely receipt of any such nomination, any nominations other than nominations by or at the direction of the Pegasus Board or an authorized officer of the Company will be disregarded at the Meeting.

The following table sets out the names of the director nominees; their positions and offices in the Company; principal occupations; the period of time that they have been directors of the Company; and the number of Pegasus Shares that each beneficially owns or over which control or direction is exercised.

Name, Residence and Present Position within the Company	Director Since	Number of Pegasus Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Discretion is Exercised ⁽¹⁾	Principal Occupation ⁽¹⁾
Christian Timmins ⁽²⁾ Alberta, Canada <i>Director, President, CEO</i>	May 25, 2022	1,179,800	President and CEO of the Company.
Dave Bissoondatt British Columbia, Canada <i>Director, CFO</i>	December 19, 2011	367,000	CFO and Director of the Company.
Derrick Strickland ⁽²⁾ British Columbia, Canada <i>Director</i>	January 29, 2024	105,000 ⁽³⁾	Consulting Professional Geologist.

Notes:

- (1) The information as to principal occupation, business or employment and Pegasus Shares beneficially owned or controlled is not within the knowledge of management of the Company and has been furnished by the respective nominees. Unless otherwise stated above, any nominees named above have held the principal occupation or employment indicated for at least the five preceding years.

- (2) Current member of the audit committee.
- (3) Mr. Strickland beneficially owns, indirectly through Tyro Industries Corp., 85,000 common shares of the Company.

Except as otherwise disclosed below, to the knowledge of the Company, no proposed director of the Company is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

- (a) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer, or
- (b) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

For the purposes of subsection (a) above, “**order**” means:

- (i) a cease trade order;
- (ii) an order similar to a cease trade order; or
- (iii) an order that denied the relevant company access to any exemption under securities legislation;

that was in effect for more than 30 consecutive days.

Except as otherwise disclosed below, to the knowledge of the Company, no proposed director of the Company:

- (a) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in the that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;
- (b) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director or executive officer;
- (c) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (d) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Appointment of Auditor

At the Meeting, Shareholders will be asked to vote for the appointment of Crowe Mackay LLP to serve as auditor of the Company for the fiscal year, and to hold such position until the next annual general meeting of the shareholders or until they are removed by the Pegasus Board or resign as provided by law, and to authorize the directors to fix their remuneration.

Approval of Stock Option Plan

Shareholders will be asked to approve the Company's 10% rolling stock option plan (the "**Stock Option Plan**") at the Meeting. In accordance with Policy 4.4 *Security Based Compensation* of the TSXV ("Policy 4.4"), "Rolling Up to 10% Plans" must receive shareholder approval yearly. The Company is therefore seeking shareholder approval of the Company's Stock Option Plan, which reserves a maximum of 10% of the issued shares of the Company at the time of any stock option grant. The purpose of the Stock Option Plan is to provide incentive to employees, directors, officers and consultants who provide services to the Company and to reduce the cash compensation the Company would otherwise have to pay.

The Stock Option Plan complies with the current policies of the TSXV under Policy 4.4. Under the Stock Option Plan, a maximum of 10% of the issued and outstanding shares of the Company are proposed to be reserved at any time for issuance on the exercise of stock options. As the number of shares reserved for issuance under the Stock Option Plan increases with the issue of additional shares of the Company, the Stock Option Plan is considered to be a "rolling up to 10%" stock option plan.

Management is seeking shareholder approval for the Stock Option Plan in accordance with and subject to the rules and policies of the TSXV. The Company last received shareholder approval for its Stock Option Plan at its annual general meeting of shareholders held on June 18, 2024.

Terms of the Stock Option Plan

The Stock Option Plan provides that the Pegasus Board may from time to time, in its discretion, and in accordance with the TSXV's requirements, grant to directors, officers, employees, management company employees and consultants to the Company, non-transferable options to purchase common shares, provided that the number of common shares reserved for issuance does not exceed 10% of the common shares of the Company at the time of the stock option grant. Further, unless authorized by disinterested shareholder approval, the Stock Option Plan may not result in the issuance to "Insiders" (as defined in TSXV Policy 1.1 *Interpretation*), at any time, of a number of common shares exceeding 10% of the Company's issued and outstanding common shares, calculated on the date the option is granted, or the issuance to holders, within a one year period, of a number of common shares exceeding 10% of the common shares issued and outstanding, calculated on the date the option is granted. Individual stock option grants must comply with the terms of the Stock Option Plan and the policies of the TSXV as they relate to the minimum exercise price, hold periods and filing requirements.

The Stock Option Plan provides that:

- (a) options will be non-assignable and non-transferable except that they will be exercisable by the personal representative of the option holder in the event of the option holder's death, if exercised within one year of the optionee's death;
- (b) options may be exercisable for a maximum of 10 years from the date of grant;
- (c) options under the Stock Option Plan (plus any other security based compensation of the Company) to acquire no more than 5% of the issued shares of the Company may be granted to any one individual in any 12 month period;
- (d) options under the Stock Option Plan (plus any other security based compensation of the Company) to acquire no more than 2% of the issued shares of the Company may be granted to any one consultant in any 12 month period;
- (e) options under the Stock Option Plan (plus any other security based compensation of the Company) to acquire no more than 2% of the issued shares of the Company may be granted to all persons (in aggregate) conducting "Investor Relations Activities" (as defined in TSXV Policy 1.1), in any 12 month period;

(f) disinterested shareholder approval must be obtained for any reduction in the exercise price, or extension of the term, if the optionee is an Insider of the Company;

(g) for stock options granted to employees, consultants or Management Company Employees (as defined in Policy 4.4), the Company and the optionee represent that the optionee is a bona fide employee, consultant or Management Company Employee, as the case may be;

(h) for stock options granted to any optionee who is a director, employee, consultant or Management Company Employee, the option must expire within a reasonable period following the date optionee ceases to be in that role (as set out in more detail below);

(i) the exercise price of an option granted under the Stock Option Plan shall not be less than the "Discounted Market Price" (as defined in TSXV Policy 1.1) at the time of granting the option. Options may not be granted which are exercisable at an exercise price that is less than a price permitted by the TSXV. An exercise price cannot be established until options are allocated to a particular optionee;

(j) options granted to persons engaged in Investor Relations Activities will vest in stages over a minimum period of 12 months with no more than one-quarter of the options vesting in any three month period, or as otherwise prescribed by Policy 4.4. These vesting parameters may not be accelerated without prior TSXV approval; and

(k) upon the exercise of an option, an optionee shall pay to the Company the exercise price of the option, in cash or by certified cheque, unless the optionee is utilizing the cashless exercise feature, described below:

If an optionee is a director of the Company and ceases to be director for any reason other than death, such optionee shall have the right to exercise any options not exercised prior to such termination within a reasonable period of time after the date of termination, as set out in the optionee's option certificate, such reasonable period not to exceed one year after termination. However, if the optionee ceases to be a director as a result of: (i) ceasing to meet the qualifications set forth in the *Business Corporations Act* (British Columbia); (ii) his or her removal as a director pursuant to the *Business Corporations Act* (British Columbia); or (iii) an order made by any regulatory authority having jurisdiction to so order; the expiry date shall be the date the optionee ceases to be a director of the Company.

If an optionee is an officer, employee, Management Company Employee or consultant and ceases to be an officer, employee, Management Company Employee or consultant for any reason other than death, such optionee shall have the right to exercise any options not exercised prior to such termination within a reasonable period of time after the date of termination, as set out in the optionee's option certificate, such reasonable period not to exceed one year after termination. However, if the optionee ceases to be: (i) an officer or employee as a result of termination for cause; (ii) a Management Company Employee of a as a result of termination for cause; or (iii) an officer, employee, Management Company Employee or consultant as a result of an order made by any regulatory authority having jurisdiction to so order; the expiry date shall be the date the optionee ceases to be an officer, employee, Management Company Employee or consultant of the Company, as the case may be.

If a director, officer, consultant, employee, or Management Company Employee dies prior to the expiry of their options, their legal representatives may, within the lesser of one year from the date of the optionee's death or the expiry date of the particular options, exercise options granted to the optionee under the Stock Option Plan which remain outstanding.

Shareholders will be asked at the Meeting to approve, with or without variation, the following ordinary resolution (the "**Plan Resolution**"):

"BE IT RESOLVED as an ordinary resolution THAT:

- (a) the Company's stock option plan (the "**Plan**") be and is hereby confirmed and approved, and that in connection therewith a maximum of 10% of the Company's issued and outstanding common shares at the time of each grant be approved for granting as awards;
- (b) the Pegasus Board be authorized in its absolute discretion to administer the Plan, and amend or modify the Plan in accordance with its terms and conditions and with the policies of the TSX Venture Exchange; and
- (c) any director or officer of the Company be authorized and directed to do all acts and things and to execute and deliver all documents required, as in the opinion of such director or officer may be necessary or appropriate in order to give effect to this resolution."

The Pegasus Board recommends that Shareholders approve the Plan Resolution. If the Plan Resolution is approved by Shareholders, the Directors will have the authority, in their sole discretion, to implement or revoke the Plan Resolution and otherwise implement or abandon the Plan.

ANY OTHER MATTERS

Management of the Company knows of no matters to come before the Meeting other than those referred to in the Notice accompanying this Information Circular. However, if any other matters properly come before the Meeting, it is the intention of the persons named in the form of Proxy accompanying this Information Circular to vote the same in accordance with their best judgment of such matters.

STATEMENT OF EXECUTIVE COMPENSATION

For the purposes of this Information Circular:

"**CEO**" means the Company's chief executive officer;

"**CFO**" means the Company's chief financial officer;

"**Named Executive Officer**" or "**NEO**" means:

- (a) the CEO;
- (b) the CFO;
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer, other than the CEO and the CFO at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year; and
- (d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year.

As at May 31, 2025, the end of the most recently completed financial period of the Company, the Company had two NEOs, whose names and positions held within the Company are set out in the summary compensation table below.

Director and Named Executive Officer Compensation

The following table is a summary of compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company, or a subsidiary of the Company, to each NEO and director, for each of the two most recently completed financial years, other than stock options and other compensation securities.

Table of compensation excluding compensation securities							
Name and position	Year Ended May 31	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Christian Timmins <i>President, CEO, and Director</i>	2025	174,000	Nil	Nil	Nil	14,690	188,690
	2024	120,000	Nil	Nil	Nil	15,965	135,965
Dave Bissoondatt <i>CFO and Director</i>	2025	135,000	Nil	Nil	Nil	7,345	142,345
	2024	84,000	Nil	Nil	Nil	46,078	130,078
Derrick Strickland <i>Director</i>	2025	12,000	Nil	Nil	Nil	4,407	16,407
	2024	4,000	Nil	Nil	Nil	24,934	28,934
Noah Komavli ⁽¹⁾ <i>Former Director</i>	2025	15,000	Nil	Nil	Nil	Nil	15,000
	2024	22,000	Nil	Nil	Nil	Nil	22,000
Lorne MCarthy ⁽²⁾ <i>Former Director</i>	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	2,500	Nil	Nil	Nil	Nil	2,500

Notes:

1. Noah Komavli ceased to be a director of the Company effective October 29, 2025.
2. Lorne MCarthy ceased to be a director of the Company effective February 1, 2024.

Stock Options and Other Compensation Securities

The following table provides a summary of all compensation securities granted or issued to each director or NEO of the Company, or any subsidiary thereof, in the most recently completed financial year for services provided or to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Name and position	Type of compensation security	Number of compensation securities	Date of issue or grant	Issue, conversion or exercise price (\$)	Expiry Date
Christian Timmins <i>President, CEO, and Director</i>	Stock Options	250,000	2025-05-13	\$0.08	2028-05-13
Derrick Strickland <i>Director</i>	Stock Options	75,000	2025-05-13	\$0.08	2028-05-13

No compensation securities were exercised by the directors or NEOs during the most recently completed financial year.

Stock option plans and other incentive plans

See “Approval of Stock Option Plan” above for the material terms of the Stock Option Plan. The Stock Option Plan will be placed before the Meeting for Shareholder approval.

Employment, consulting and management agreements

The Company did not have any contracts, agreements, plans or arrangements that provided for payments to a director or NEO at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in an NEO’s responsibilities during the most recently completed financial year.

Oversight and description of director and named executive officer compensation

The objective of the Company’s compensation program is to compensate the executive officers for their services to the Company at a level that is both in line with the Company’s fiscal resources and competitive with companies at a similar stage of development.

The Company compensates its executive officers based on their skill and experience levels and the existing stage of development of the Company. Executive officers are rewarded on the basis of the skill and level of responsibility involved in their position, the individual’s experience and qualifications, the Company’s resources, industry practice, and regulatory guidelines regarding executive compensation levels.

The Pegasus Board has implemented three levels of compensation to align the interests of the executive officers with those of the Shareholders. First, executive officers may be paid a monthly consulting fee or salary. Second, the Pegasus Board may award executive officers long term incentives in the form of stock options. Finally, and only in special circumstances, the Pegasus Board may award cash or share bonuses for

exceptional performance that results in a significant increase in shareholder value. The Company does not provide medical, dental, pension or other benefits to the executive officers.

The base compensation of the executive officers is reviewed and set annually by the Pegasus Board. The CEO has substantial input in setting annual compensation levels. The CEO is directly responsible for the financial resources and operations of the Company. In addition, the CEO and the Pegasus Board from time to time determine the stock option grants to be made pursuant to the Company's Plan. Previous grants of stock options are taken into account when considering new grants. The Pegasus Board awards bonuses at its sole discretion. The Pegasus Board does not have pre-existing performance criteria or objectives.

Compensation for the most recently completed financial year should not be considered an indicator of expected compensation levels in future periods. All compensation is subject to and dependent on the Company's financial resources and prospects.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out information as of the end of the Company's most recently completed financial year (ended May 31, 2025) with respect to compensation plans under which equity securities of the Company are authorized for issuance.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuances under equity compensation plan (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders (stock option plan)	3,510,000	\$0.17	19,866
Equity compensation plans not approved by security holders	N/A	N/A	N/A
TOTAL:	3,510,000	\$0.17	19,866

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the directors, executive officers, employees, proposed nominees for election as directors and their associates, or any former executive officers, directors and employees of the Company or any of its subsidiaries, is, as at the date of this Information Circular, or has been at any time during the most recently completed financial year, indebted to the Company or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein, since the commencement of the Company's most recently completed financial year, no informed person (a director, officer or holder of 10% or more of the Pegasus Shares) or nominee for election as a director of the Company or any associate or affiliate of any informed person or proposed director had any interest in any transaction that has materially affected or would materially affect the Company or any of its subsidiaries.

MANAGEMENT CONTRACTS

Management functions of the Company or any of its subsidiaries are not to any substantial degree performed by anyone other than by the directors or executive officers of the Company or the subsidiary. See “Employment, consulting and management agreements” above.

STATEMENT OF CORPORATE GOVERNANCE

Corporate Governance

Corporate governance relates to the activities of the Pegasus Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Pegasus Board and charged with the day to day management of the Company. The Canadian Securities Administrators (“**CSA**”) have adopted National Policy 58-201 Corporate Governance Guidelines, which provides non-prescriptive guidelines on corporate governance practices for reporting issuers such as the Company. In addition, the CSA have implemented National Instrument 58-101 *Disclosure of Corporate Governance Practices* (“**NI 58-101**”), which prescribes certain disclosure by the Company of its corporate governance practices. This disclosure is presented below.

Board of Directors

The Pegasus Board currently consists of the following three members: Christian Timmins, Dave Bissoondatt, and Derrick Strickland. It is proposed that all three individuals will be nominated for election at the Meeting.

There is currently one member of the Pegasus Board, Derrick Strickland, who is considered to be independent for purposes of membership on the Pegasus Board. For this purpose, a director is independent if he has no direct or indirect “material relationship” with the Company. A “material relationship” is a relationship which could, in the view of the Pegasus Board, be reasonably expected to interfere with the exercise of the director’s independent judgment. Of the proposed nominees, Christian Timmins (CEO) and Dave Bissoondatt (CFO) are considered to be non-independent directors.

Other Directorships

None of the directors or proposed directors of the Company are directors of any other reporting issuers as at the Record Date.

Orientation and Continuing Education

Orientation of new members of the Pegasus Board is conducted informally by management and members of the Pegasus Board. The Company has not adopted formal policies respecting continuing education for Pegasus Board members.

Ethical Business Conduct

The Pegasus Board has adopted a formal written code of business conduct and ethics. The Pegasus Board is of the view that the fiduciary duties placed on individual directors by the Company’s governing legislation and common law together with corporate statutory restrictions on an individual director’s participation in Pegasus Board decisions in which the director has an interest are sufficient to ensure that the Pegasus Board operates independently of management and in the best interests of the Company.

Nomination of Directors

The Pegasus Board considers its size each year when it considers the number of directors to recommend to the Shareholders for election at the annual general meeting. The Pegasus Board takes into account the number of directors required to carry out the Pegasus Board's duties effectively and to maintain diversity of views and experience.

The Pegasus Board has not established a nominating committee; this function is currently performed by the Pegasus Board as a whole. The Pegasus Board encourages an objective nomination process through collective communication among the directors.

Compensation

The Pegasus Board has not established a formal compensation committee. Rather, the independent Pegasus Board members are responsible for reviewing and determining the adequacy and form of compensation paid to the Company's directors, executives and key employees. The independent Pegasus Board members evaluate the performance of senior management measured against the Company's business goals and industry compensation levels.

Pegasus Board Committees

The Pegasus Board has no committees other than the Audit Committee.

Assessments

The Pegasus Board annually, and at such other times as it deems appropriate, reviews the performance and effectiveness of the Pegasus Board, the directors and its committees to determine whether changes in size, personnel or responsibilities are warranted. To assist in its review, the Pegasus Board conducts informal surveys of its directors and receives reports from each committee respecting its own effectiveness. As part of the assessments, the Pegasus Board or the individual committee may review their respective mandate or charter and conduct reviews of applicable corporate policies.

AUDIT COMMITTEE

Audit Committee Disclosure

Pursuant to section 224(1) of the *Business Corporations Act* (British Columbia) and National Instrument 52-110 *Audit Committees* ("NI 52-110") the Company is required to have an audit committee (the "**Audit Committee**") comprised of not less than three directors, a majority of whom are not officers, control persons or employees of the Company or an affiliate of the Company. NI 52-110 requires the Company, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth below.

The primary function of the Audit Committee is to assist the Pegasus Board in fulfilling its financial oversight responsibilities by: (i) reviewing the financial reports and other financial information provided by the Company to regulatory authorities and Shareholders; (ii) reviewing the systems for internal corporate controls which have been established by the Pegasus Board and management; and (iii) overseeing the Company's financial reporting processes generally. In meeting these responsibilities, the Audit Committee monitors the financial reporting process and internal control system; reviews and appraises the work of external auditors and provides an avenue of communication between the external auditors, senior management and the Pegasus Board. The Audit Committee is also mandated to review and approve all material related party transactions.

The Audit Committee's Charter

The Company has adopted a Charter of the Audit Committee, a copy of which is attached hereto as Schedule "I".

Composition of the Audit Committee

The Audit Committee is currently comprised of the following members: Christian Timmins, Dave Bissoondatt, and Derrick Strickland. Each member of the Audit Committee is considered to be financially literate, as defined by NI 52-110, in that they have the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company's financial statements. Each member of the Audit Committee is considered to be independent except for Mr. Timmins, CEO of the Company, and Mr. Bissoondatt, CFO of the Company. An audit committee member is independent if they have no direct or indirect "material relationship" with the Company. A "material relationship" is a relationship which could, in the view of the Pegasus Board, be reasonably expected to interfere with the exercise of a member's independent judgement.

The members of the Audit Committee are elected by the Pegasus Board at its first meeting following the annual shareholders' meeting. Unless a chair is elected by the full Pegasus Board, the members of the Audit Committee designate a chair by a majority vote of the full Audit Committee membership.

Relevant Education and Experience

All three current Audit Committee members have the ability to read and understand financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements and are therefore considered "financially literate".

Christian Timmins – Mr. Timmins is an entrepreneur and investor with over two decades of expertise in the metals, mining, oil and gas, and technology sectors. Throughout his career, he has contributed significantly to the growth and success of numerous companies, demonstrating versatility through various leadership positions and service on multiple public company boards. In addition to his entrepreneurial endeavors, Mr. Timmins has developed a strong track record in project management, business development, and operational leadership. He previously held senior roles at prominent energy firms, overseeing projects valued at over \$300 million. Renowned for guiding large-scale initiatives and building cohesive teams, he continues to excel in both entrepreneurship and investment. Now serving as Chief Executive Officer, Mr. Timmins remains a driving force in shaping strategic direction and delivering results across a wide array of ventures.

Dave Bissoondatt - Mr. Bissoondatt has over 35 years of experience with companies involved in the public markets. He has held the positions as Director and as Corporate Secretary in various companies traded on the TSX Venture Exchange and the Canadian Securities Exchange. He has also served on the Audit Committee in some of the companies. He has provided corporate governance and regulatory compliance services for TSX Venture and CSE listed companies since 2015. He works closely with the company's legal counsel and CEO in maintaining corporate records and managing daily operations and ensuring the company's filings with the securities commissions and exchanges are filed and in accordance with their deadlines.

Derrick Strickland - Derrick Strickland, P. Geo, MBA, has over 35 years of involvement in all aspects of the exploration industry, actively working as a geological and corporate advisor. Mr. Strickland has been self-employed for over 23 years. He is an experienced leader, founder, director, CEO, and Vice President to over 20 publicly traded companies. His work over the last three decades has been on six continents, specializing in remote locations, instituting quality assurance programs, provision of on the ground geological technical execution and know-how, and expertise for both private and publicly traded resource companies. He has extensive practice in the areas of corporate governance, current regulatory regimes, compliance, and disclosure matters (NI 43-101). Mr. Strickland's international exposure encompasses a

range of commodities, including base metals, gold, uranium, diamonds, potash and copper in numerous deposit types and settings, with an eye to other specialty minerals and unique opportunities. Mr. Strickland's diverse experience makes him an asset in all geological and cultural settings. Mr. Strickland's extensive network and industry engagement has seen him elected as a past director of both the Prospectors & Developers Association of Canada (PDAC) and the Association for Mineral Exploration B.C. (AME).

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, the Pegasus Board has not failed to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor.

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on the exemptions contained in sections 2.4, 6.1.1(4), 6.1.1(5), 6.1.1(6) or Part 8 of NI 52-110. Section 2.4 provides an exemption from the requirement that the Audit Committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the fiscal year in which the non-audit services were provided. Section 6.1.1(4), (5) and (6) provide exemptions in certain circumstances from the requirement that a majority of the members of the Audit Committee must not be executive officers, employees or control persons of the venture issuer. Part 8 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

Pre-Approval Policies and Procedures

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Pegasus Board, and where applicable the Audit Committee, on a case-by-case basis.

External Auditor Service Fees

In the following table, "audit fees" are fees billed by the Company's external auditor for services provided in auditing the Company's annual financial statements for the subject year. "Audit-related fees" are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements. "Tax fees" are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. "All other fees" are fees billed by the auditor for products and services not included in the foregoing categories.

The fees paid by the Company to its auditor in respect of each of the last two fiscal years, by category, are as follows:

Financial Year Ending	Audit Fees	Audit Related Fees	Tax Fees⁽¹⁾	All Other Fees
May 31, 2025	\$38,000	\$646	-	-
May 31, 2024	\$52,000	\$972	-	-

Exemption

The Company is relying on the exemption provided by section 6.1 of NI 52-110 which provides that the Company, as a venture issuer, is not required to comply with Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

ADDITIONAL INFORMATION

Additional information regarding the Company and its business activities is available on the SEDAR+ website located at www.sedarplus.ca under "Company Profiles – Pegasus Resources Inc." The Company's financial information is provided in the Company's audited financial statements and related management discussion and analysis for its most recently completed financial year and may be viewed on the SEDAR+ website at the location noted above and are not incorporated by reference into this Information Circular. Shareholders of the Company may request copies of the Company's financial statements and related Management Discussion and Analysis by contacting the Company at Suite 700 – 838 West Hastings Street, Vancouver, BC, V6C 0A6, or by telephone at 403-597-3410.

APPROVAL OF PEGASUS RESOURCES INC.

The contents and mailing to Shareholders of this Information Circular have been approved by the Pegasus Board.

Dated at Vancouver, British Columbia on March 27, 2026

(Signed) "Christian Timmins"

Christian Timmins

President, Chief Executive Officer and Director

SCHEDULE "A"

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The arrangement (as it may be modified or amended, the "**Arrangement**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving Pegasus Resources Inc. (the "**Company**"), shareholders of the Company (the "**Company Shareholders**"), and Aero Energy Limited (the "**Purchaser**"), all as more particularly described and set forth in the plan of arrangement (as it may be amended, modified or supplemented, the "**Plan of Arrangement**") attached as Schedule "A" to the Management Information Circular of the Company dated March 27, 2026 (the "**Information Circular**"), and all transactions contemplated thereby, are hereby authorized, approved and adopted.
2. The Arrangement Agreement dated as of February 27, 2026, between the Company and the Purchaser, as it may be amended, modified or supplemented from time to time (the "**Arrangement Agreement**"), and the transactions contemplated therein, the actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and causing the performance by the Company of its obligations thereunder are hereby confirmed, ratified, authorized and approved.
3. The Company is hereby authorized to apply for a final order from the Supreme Court of British Columbia (the "**Court**") to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.
4. Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by the Company Shareholders or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered without further notice to or approval of the Company Shareholders (i) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or Plan of Arrangement, and (ii) not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).
5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the security holders of the Company entitled to vote thereon or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered, at their discretion, without further notice to or approval of the security holders of the Company: (i) to amend or modify the Arrangement Agreement or the Plan of Arrangement, to the extent permitted by their terms; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.
6. Any director or officer of the Company is hereby authorized, empowered and instructed, acting for, in the name and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or to cause to be delivered, all such other documents and to do or to cause to be done all such other acts and things as in such person's opinion may be necessary or desirable in order to carry out the intent of the foregoing paragraphs of these resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or the doing of such act or thing.

SCHEDULE "B"
PLAN OF ARRANGEMENT

[see attached]

SCHEDULE "C"
INTERIM ORDER

[see attached]

SCHEDULE "D"

NOTICE OF HEARING OF PETITION

[see attached]

SCHEDULE "E"
INFORMATION CONCERNING AERO

[see attached]

SCHEDULE "F"

INFORMATION CONCERNING AERO POST-ARRANGEMENT

The information contained in this Schedule "F" relating to Aero or other third parties is based upon information supplied by Aero or such third parties, as applicable. As such, Urano assumes no responsibility for the accuracy or completeness of such information or any omission on the part of Aero or such third parties to respectively disclose facts or events that may affect the accuracy or completeness of any such information.

This is a summary of Aero post-Arrangement, its business and operations, which should be read together with the more detailed information and financial data and statements contained elsewhere in this Information Circular. The information contained in this Schedule "F", unless otherwise indicated, is given as of the date of this Information Circular. Capitalized terms used but not otherwise defined in this Schedule "F" shall have the meaning ascribed to them in the Information Circular. See "*Glossary of Terms*".

Overview

On completion of the Arrangement, Pegasus will be a wholly-owned subsidiary of Aero. The business and operations of Aero (including Pegasus) will continue to be managed from Aero's current head office located at Suite 918, 1030 West Georgia Street Vancouver, BC V6E 2Y3.

Upon completion of the Arrangement and the Urano Arrangement, Aero is expected to continue under the name "Manhattan Uranium Discovery Corp." and trade under the symbol "MANU" on the TSXV.

Corporate Structure

The corporate structure of Aero post-Arrangement following the completion of the Arrangement will be identical to that set out in Schedule "E" hereto, except that Aero will own 100% of the issued and outstanding Pegasus Shares.

Description of Share Capital

The authorized share capital of Aero post-Arrangement will be the same as the currently authorized share capital of Aero and the rights associated with each Aero Share post-Arrangement will be the same as the rights associated with each Aero Share. Aero post-Arrangement will have an unlimited number of Aero Shares authorized for issuance. Upon completion of the Arrangement ((i) including the issuance of the expected advisory units to Eventus Capital Corp. (the "**Aero Advisory Units**") in respect of the Arrangement but (ii) not including the completion of the Urano Arrangement, the issuance of Advisory Units in respect of the Urano Arrangement and the conversion of Aero's subscription receipts expected to be issued on or about March 31, 2026 as part of the Concurrent Financing (the "**Aero Subscription Receipts**")), it is anticipated that there will be 43,175,607 Aero Shares issued and outstanding.

The non-brokered private placement of Aero Subscription Receipts may not close as described in Schedule "E" hereto, may close on different terms than those described in Schedule "E" hereto or may not close at all.

For a description of the share capital of Aero and the rights attached to the Aero Shares see "*Information Concerning Aero – Outstanding Securities*" and "*Information Concerning Aero – Description of the Aero Shares*" in Schedule "E" hereto.

Stock Exchange Listings

On completion of the Arrangement, Aero Shares will continue trading on the TSXV and the Pegasus Shares are expected to be de-listed from the TSXV as soon as practicable following the Effective Date. Pegasus

will also seek to be deemed to have ceased to be a reporting issuer (or the equivalent) under the securities legislation of each of British Columbia and Alberta. Aero has applied to have the Aero Shares issuable pursuant to or as a result of the Arrangement listed on the TSXV. Listing will be subject to Aero fulfilling all of the requirements of the TSXV, which requirements are expected to be met on the Effective Date or as soon as reasonably practicable thereafter.

Post-Arrangement Shareholdings and Principal Shareholders

It is expected that, pursuant to the Arrangement, Shareholders will receive approximately 5,316,631 Aero Shares in exchange for the outstanding Pegasus Shares. Additionally, there will be approximately 209,475 Aero Shares issuable to holders of Replacement Options and approximately 1,428,851 Aero Shares issuable to holders of Pegasus Warrants. In each case, the foregoing figures are subject to adjustment based on rounding of fractional shares issuable to individual Shareholders.

Based on these figures (on a non-diluted basis), immediately following completion of the Arrangement,

- (i) including the issuance of Aero Advisory Units in respect of the Arrangement but (ii) not including the completion of the Urano Arrangement, the issuance of the Advisory Units related to the Urano Arrangement and the issuance and conversion of the Aero Subscription Receipts;
 - existing Aero Shareholders are expected to hold approximately 87.57%;
 - Shareholders are expected to hold approximately 12.30%; and
 - the recipient of the Aero Advisory Units are expected to hold approximately 0.13%.

of the issued and outstanding Aero Shares on a non-diluted basis.

- including the issuance of Aero Advisory Units in respect of the Arrangement, the completion of the Urano Arrangement, the issuance of the Advisory Units related to the Urano Arrangement and the issuance and conversion of the Aero Subscription Receipts;
 - existing Aero Shareholders and the holders of the Aero Subscription Receipts are expected to hold approximately 58.11%;
 - Urano shareholders are expected to hold approximately 36.63%;
 - Shareholders are expected to hold approximately 4.82%; and
 - the recipient of the Aero Advisory units are expected to hold approximately 0.44%.

of the issued and outstanding Aero Shares on a non-diluted basis.

The non-brokered private placement of Aero Subscription Receipts may not close as described in Schedule "E" hereto, may close on different terms than those described in Schedule "E" hereto or may not close at all.

To the knowledge of the directors and executive officers of Aero, following completion of the Arrangement, there will be no Person or company that beneficially owns, directly or indirectly, or exercises control or direction over, voting securities of Aero carrying 10% or more of the voting rights attached the voting securities of Aero.

Pro-Forma Fully Diluted Share Capital

The following table sets out the fully diluted share capital of Aero after giving effect to the Arrangement:

Description	Number of Aero Shares	Percentage of Total Post-Arrangement Aero Shares (on a fully-diluted basis)	
		Pegasus Arrangement	Pegasus Arrangement and Urano Arrangement
Pre-Arrangement Aero Shares	37,858,976	76.26%	25.71%
Aero Shares reserved for issuance upon exercise of Aero Options	884,044	1.78%	0.60%
Aero Shares reserved for issuance upon exercise of Aero Warrants	3,836,069	7.73%	2.61%
Aero Shares reserved for issuance upon conversion of Aero Subscription Receipts expected to be issued on or about March 31, 2026 as part of the Concurrent Financing ⁽¹⁾	26,249,999	-	17.83%
Aero Shares reserved for issuance upon exercise of Aero Warrants issued upon conversion of Aero Subscription Receipts expected to be issued on or about March 31, 2026 as part of the Concurrent Financing ⁽¹⁾	26,249,999	-	17.83%
Aero Shares underlying finder's Aero Warrants expected to be issued in connection with the Concurrent Financing	1,111,649	-	0.75%
Approximate Aero Shares issued to Urano Shareholders pursuant to the Urano Arrangement	40,415,960	-	27.45%
Approximate Aero Shares reserved for issuance upon exercise of Urano Replacement Options	1,118,000	-	0.76%
Approximate Aero Shares reserved for issuance upon exercise of Urano Warrants	1,588,115	-	1.1.08%
Expected Aero Shares comprising Aero Advisory Units issued in connection with the Urano Arrangement ⁽²⁾	430,814	-	0.29%
Expected Aero Shares reserved for issuance upon exercise of Aero Warrants comprising Aero Advisory Units issued in connection with the Urano Arrangement ⁽²⁾	430,814	-	0.29%
Approximate Aero Shares issued to Pegasus Shareholders pursuant to the Arrangement	5,316,631	10.71%	3.61%
Approximate Aero Shares reserved for issuance upon exercise of Pegasus Replacement Options	209,475	0.42%	0.14%
Approximate Aero Shares reserved for issuance upon exercise of Pegasus Warrants	1,428,851	2.88%	0.97%
Expected Aero Shares comprising Aero Advisory Units issued in connection with the Arrangement ⁽³⁾	56,686	0.11%	0.04%

Description	Number of Aero Shares	Percentage of Total Post-Arrangement Aero Shares (on a fully-diluted basis)	
		Pegasus Arrangement	Pegasus Arrangement and Urano Arrangement
Expected Aero Shares reserved for issuance upon exercise of Aero Warrants comprising Aero Advisory Units issued in connection with the Arrangement ⁽³⁾	56,686	0.11%	0.04%
Total (Arrangement):	49,647,418		
Total (Arrangement and Urano Arrangement):	147,242,768		

Notes:

- (1) The non-brokered private placement of Aero Subscription Receipts may not close as described in Schedule "E" hereto, may close on different terms than those described in Schedule "E" hereto or may not close at all.
- (2) The Advisory fee payable to Eventus Capital Corp. in respect of the Urano Arrangement is approximately \$503,721, of which a maximum of \$377,791 is payable in Advisory Units at a price of \$0.40 per Advisory Unit (equivalent to 944,476 Advisory Units). Each Advisory Unit is comprised of one Aero Share and one Aero Warrant, with each Aero Warrant exercisable at a price of \$0.60 until the date that is two years following issuance. Aero expects to issue 430,814 Advisory Units in respect of the Urano Arrangement.
- (3) The Advisory fee payable to Eventus Capital Corp. in respect of the Arrangement is approximately \$66,279, of which a maximum of \$49,709 is payable in Advisory Units at a price of \$0.40 per Advisory Unit (equivalent to 124,273 Advisory Units). Each Advisory Unit is comprised of one Aero Share and one Aero Warrant, with each Aero Warrant exercisable at a price of \$0.60 until the date that is two years following issuance. Aero expects to issue 56,686 Advisory Units in respect of the Arrangement.

Mining Properties

Upon completion of the Arrangement, Aero's material properties will be the Murmac Project and the Strike Project.

Upon completion of the Urano Arrangement, Aero's material properties will be the Murmac Project, the Strike Project and the I-70 Uranium Project.

Murmac Project and Strike Project

For information regarding Aero's Murmac Project and the Strike Project, please see "*Information Concerning Aero – Mineral Projects*".

I-70 Uranium Project

The following summary of Urano's I-70 Uranium Project was reviewed and approved Jacob Anderson, CPG, MAusIMM, Resource Geologist with Dahrouge Geological Consulting USA Ltd., who is independent of both Pegasus and Aero and is a "Qualified Person" as defined under National Instrument 43-101 and Regulation S-K 1300.

Property Description and Location

The I-70 Uranium Project is located in east-central Emery County, Utah, approximately 149 air miles southeast of Salt Lake City and approximately 12 air miles west of the town of Green River, Utah. The I-70 Uranium Project lies within the San Rafael Uranium District, also referred to as the Green River District. The I-70 Uranium Project is located within Township 21 South, Range 14 East, Sections 14, 15, 22, 23, 26, 27, 34 and 35, of the Salt Lake Principal Meridian.

Mineral Tenure

The Property consists of 78 federal unpatented lode mining claims that were located on land administered by the U. S. Bureau of Land Management (BLM) and covers approximately 1,608 acres. As the result of a 2025 land swap between the BLM and the Utah Trust Lands Administration (TLA) as mandated in the 2019 John D. Dingell, Jr. Conservation, Management, and Recreation Act (Dingell Act), Urano's lode mining claims located in Sec 14, 23, 26, 27 and 34, plus the E1/4 of Sec 22, and 27, and the SE 1/4, of the SE ¼, all in Township 21 South and Range 14 East, Salt Lake Meridian are now located on Trust Lands where surface and mineral rights are administered by the TLA. The balance of the claims is located on public lands where both surface and mineral rights are controlled by the federal government. As holder of the unpatented mining claims, Urano has the right to explore and develop mineral resources subject to compliance with applicable federal, state, and environmental regulations, including those under the National Environmental Policy Act (NEPA).

Property	Lode Claims	Area (acres)	Area (km ²)
Four Corners	49	1,009	4.08
Snow-Probe	29	599	2.42
Total	78	1,608	6.50

Table 1. I-70 Uranium Project claim group summary

Royalties and Encumbrances

Urano acquired the Four Corners Property on December 5, 2024 as part of a package of properties acquired from the Kimmerle group. The Snow-Probe Property was acquired from enCore Energy Corp. on October 7, 2025. The vendors of the Four Corners Property retain a 1% gross royalty on uranium production and a 10% net smelter return royalty on vanadium produced from the property. No royalties are associated with the Snow-Probe Property.

Broader Portfolio Tenure Context

The Urano Energy property portfolio consists primarily of unpatented mining claims located on federal land administered by the Bureau of Land Management. Claims are maintained through payment of annual claim maintenance fees and filing of required documentation with the BLM and applicable county offices. The Company's land position currently consists of approximately 25 property blocks comprised of multiple individual mining claims located within the Colorado Plateau uranium province.

Accessibility, Climate, Local Resources and Infrastructure

The I-70 Uranium Project is located in east-central Emery County, Utah, approximately 12 air miles west of the town of Green River and approximately 149 air miles southeast of Salt Lake City. Access to I-70 Uranium Project is primarily via Interstate Highway 70, which passes immediately south of the I-70 Uranium

Project area. A network of maintained gravel roads and historical mine access roads provide access throughout the claim blocks.

The region is characterized by a semi-arid desert climate typical of the Colorado Plateau, with hot summers, cool winters, and generally low annual precipitation. Field operations can typically be conducted year-round, although winter snow and occasional seasonal storms may temporarily restrict access to some areas.

The town of Green River provides basic services, accommodations, fuel, and supplies required for exploration activities. Additional services, equipment suppliers, and transportation infrastructure are available in larger regional centers including Moab, Price, and Salt Lake City.

There is no permanent infrastructure currently located within the I-70 Uranium Project boundaries. However, the surrounding region contains significant infrastructure associated with historical uranium mining operations, including maintained access roads, historical mine workings, and proximity to former uranium processing facilities. Historically mined ore from the district was transported to the Atlas uranium mill located in Moab, Utah.

Several historic underground mine workings, including adits and shafts associated with the Snow and Probe mines, are located within I-70 Uranium Project area. These workings were reclaimed following mine closure in the early 1980s.

History

The I-70 Uranium Project lies within the San Rafael Uranium District, an area with a long history of uranium and vanadium exploration and mining dating back to the late nineteenth century.

Uranium-vanadium mineralization within the Salt Wash Member of the Morrison Formation was first discovered in outcrop by shepherders in approximately 1880 within what later became known as the Tidwell Mineral Belt. Early exploration and small-scale mining occurred intermittently between 1900 and 1911, followed by sporadic activity until the late 1940s.

Exploration activity increased significantly after 1948 when uranium prices rose in response to procurement programs established by the United States Atomic Energy Commission (AEC). During this period numerous shallow uranium deposits were discovered and developed throughout the San Rafael District. Between 1948 and 1956 production increased rapidly, reaching approximately 60,584 tons of ore averaging approximately 0.25% U_3O_8 and 0.44% V_2O_5 .

Exploration drilling conducted by the AEC and private industry during the 1950s extended discoveries to greater depths. Subsequent drilling programs identified larger deposits occurring down dip to the east of earlier surface discoveries. Underground mine development followed these discoveries and numerous mines were developed within the district.

In 1958 the AEC modified its uranium procurement program, which resulted in a reduction in uranium production across the district. Mining activity declined gradually until approximately 1971 when most mining operations ceased.

Exploration activity resumed in the late 1960s and early 1970s when renewed uranium demand led to additional drilling programs targeting deeper sandstone horizons within the Morrison Formation. Drilling conducted during this period extended known mineralization down dip to depths exceeding several hundred feet.

Atlas Corporation conducted extensive exploration drilling within I-70 Uranium Project area during the 1960s and 1970s and subsequently developed several underground mines including the Snow and Probe mines. The Snow Mine was developed beginning in 1973 with a shaft sunk to a depth of approximately 640 feet.

Production from the Snow Mine commenced in March 1973. The Probe Mine was developed beginning in 1976 with a shaft reaching approximately 850 feet depth.

Production from the Snow Mine totaled approximately 650,292 pounds of U_3O_8 at an average grade of 0.188% U_3O_8 . The Probe Mine operated for approximately three years between 1979 and 1982 and produced approximately 293,985 pounds of U_3O_8 at an average grade of 0.186% U_3O_8 . Ore produced from these mines was transported to the Atlas uranium processing mill located in Moab, Utah.

Production within the San Rafael District largely ceased following closure of the Snow and Probe mines in 1982 and the subsequent shutdown of the Atlas Moab uranium mill in 1984. In total, more than 4 million pounds of uranium and 5.4 million pounds of vanadium were produced from over fifty mines within the district.

Urano Energy Corp. acquired the Four Corners Property in December 2024 and the Snow-Probe Property in October 2025. Since acquisition, the Company has focused primarily on compiling historical exploration data and validating historical drill hole locations in preparation for future exploration programs. No drilling, mine development, or mining activities have been conducted by Urano on the Property to date.

Regional Geological Setting

Colorado Plateau Uranium Province

The Urano Energy property portfolio is located within the Colorado Plateau uranium province, one of the most significant uranium-producing regions in the United States. The Colorado Plateau covers approximately 336,000 km² across portions of Utah, Colorado, Arizona, and New Mexico, and is characterized by relatively undeformed sedimentary strata that range in age from Paleozoic to Cenozoic.

Uranium mineralization within the Colorado Plateau occurs primarily as sandstone-hosted deposits associated with fluvial sedimentary systems deposited during the Triassic and Jurassic periods. These deposits have historically been an important domestic source of uranium and vanadium in the United States.

The plateau is composed of a sequence of gently dipping sedimentary formations that were deposited in continental environments including river systems, floodplains, and desert environments. These formations were later uplifted during the Laramide Orogeny (approximately 80–40 Ma), resulting in the broad plateau structure observed today.

Major structural features within the region include the San Rafael Swell, the Monument Upwarp, the Lisbon Valley anticline, and the Paradox Basin. These structures locally influence the distribution of sedimentary facies and groundwater flow systems that are important controls on uranium mineralization.

Stratigraphy

The primary uranium-hosting formations within the region include the Triassic Chinle Formation and the Jurassic Morrison Formation, both of which contain sedimentary environments favorable for uranium deposition.

Chinle Formation (Triassic)

The Chinle Formation consists of fluvial and floodplain deposits composed of sandstones, siltstones, mudstones, and conglomerates. Uranium mineralization within the Chinle Formation is often associated with channel sandstones containing abundant organic material and plant debris. Mineralization is commonly localized at contacts between permeable sandstone channels and less permeable mudstone units.

Morrison Formation (Jurassic)

The Morrison Formation is the most important uranium host formation within the Colorado Plateau. It consists of the Salt Wash Member, which is dominantly fluvial sandstone and historically the most productive uranium horizon, and the Brushy Basin Member, a mudstone-dominated unit that locally contains uranium mineralization associated with volcanic ash alteration and clay mineralization. Most sandstone-hosted uranium deposits within the Morrison Formation occur within the Salt Wash Member, where mineralization is localized within channel sandstone bodies that acted as conduits for mineralizing fluids.

District-Scale Uranium Mineralization

Several uranium districts occur within the region covered by the Urano Energy property portfolio. The Lisbon Valley district in San Juan County has historically hosted numerous uranium and vanadium deposits associated with the Triassic Chinle Formation and is structurally influenced by the Lisbon Valley anticline. The Uravan district in southwestern Colorado has historically produced uranium from many deposits associated with the Jurassic Morrison Formation. The San Rafael Swell is a large structural uplift in Emery County, southeastern Utah that exposes an extensive sedimentary sequence prospective for uranium mineralization and includes the I-70 Uranium Project area. **Deposit Types**

The exploration properties held by Urano Energy Ltd. are prospective for sandstone-hosted uranium deposits, the most common uranium deposit type within the Colorado Plateau uranium province.

Sandstone-hosted uranium deposits occur in continental sedimentary basins where uranium-bearing groundwater migrates through permeable sandstone units and uranium precipitates when the oxidizing fluids encounter chemically reducing environments. These reducing environments are commonly created by the presence of organic material, sulfide minerals, carbonaceous debris, or reduced iron minerals within the host rock. The resulting mineralization typically forms tabular bodies or roll-front geometries within permeable sandstone horizons.

Sandstone-Hosted Uranium Deposits

Sandstone-hosted uranium deposits are typically found within fluvial sedimentary systems where permeable channel sandstones act as pathways for groundwater flow. Uranium is transported in oxidized groundwater as soluble uranium complexes. When these fluids encounter reducing conditions within the rock, uranium precipitates as uranium minerals. Common uranium minerals include uraninite, coffinite, carnotite, and tyuyamunite.

Roll-Front Deposits

Roll-front deposits form where oxidizing groundwater carrying dissolved uranium encounters a reducing environment within the host rock. At this boundary, uranium precipitates and accumulates along curved mineralization fronts that follow the interface between oxidized and reduced rock. These deposits may extend for hundreds to thousands of metres along favorable stratigraphic horizons.

Tabular Deposits

Tabular deposits typically occur within sandstone channel bodies and are often associated with organic material or carbonaceous debris that provides reducing conditions necessary for uranium precipitation. These deposits tend to form relatively flat mineralized bodies that conform to the geometry of the host sandstone unit. Many historic uranium deposits within the Morrison Formation of the Colorado Plateau were mined from tabular mineralized zones associated with channel sandstone systems.

Exploration Implications

The exploration strategy for the Urano Energy property portfolio is based on identifying geological environments favorable for sandstone-hosted uranium mineralization, including permeable fluvial

sandstone units, evidence of historic uranium mineralization or radiometric anomalies, reduction-oxidation interfaces within the host rock, organic-rich sedimentary horizons, and structural features that influence groundwater flow pathways.

Property Geology and Mineralization

Uranium-vanadium mineralization on the I-70 Uranium Project is hosted within fluvial sandstone units of the Salt Wash Member of the Upper Jurassic Morrison Formation, which is overlain by the Brushy Basin Member of the Morrison Formation.

The Salt Wash Member consists primarily of medium- to coarse-grained channel sandstones deposited in a fluvial environment. These sandstones occur as lenticular channel bodies typically ranging from approximately 10 to 15 feet in thickness and locally aggregating into thicker sandstone packages up to approximately 30 to 80 feet thick.

Uranium-vanadium deposits within I-70 Uranium Project area are peneconcordant, channel-controlled, sandstone-hosted deposits, which occur as tabular or lens-shaped bodies generally conformable with the sedimentary structures of the host rock. Mineralization typically occurs within the basal portions of channel sandstones where permeability contrasts and concentrations of organic material provide favorable conditions for uranium precipitation.

Ore minerals commonly occur as pore-filling or replacement mineralization within sandstone and may include uranium minerals such as coffinite and uraninite along with vanadium minerals including corvusite. In oxidized near-surface environments uranium may occur as secondary minerals such as tyuyamunite.

Individual mineralized bodies historically mined within the district ranged from several tens of feet to approximately 200 feet in length and commonly consisted of a central higher-grade zone approximately 1.5 to 2.0 feet thick surrounded by lower-grade mineralization above and below. Historically mined ore thicknesses generally ranged from approximately 3.5 to 5.5 feet.

Historically mined grades within the district varied depending on market conditions and cut-off grades applied at the time. Early mining operations during the 1950s targeted higher grade material averaging approximately 0.35% U_3O_8 , whereas later mining operations during the 1970s and early 1980s mined ore averaging approximately 0.18% to 0.19% U_3O_8 .

Mineralized bodies commonly occur in clusters along favorable channel trends and may occur in zones extending up to approximately 500 feet in length. Individual deposits historically ranged from approximately 2,000 to 20,000 tons, with clusters of deposits totaling up to approximately 100,000 tons of mineralized material.

Across the I-70 Uranium Project the mineralized horizon transitions from oxidized uranium mineralization exposed near surface in the western portion of the property to reduced primary uranium mineralization occurring at depth toward the eastern portion of the property where the Snow and Probe deposits occur at depths exceeding several hundred feet below surface. This transition reflects the gentle eastward dip of the Morrison Formation across I-70 Uranium Project area.

The geological characteristics of the mineralization present within the I-70 Uranium Project are consistent with the sandstone-hosted uranium-vanadium deposit model widely recognized throughout the Colorado Plateau region.

Exploration History and Current Exploration

Regional Exploration History

Uranium exploration within the Colorado Plateau began in the early 20th century but expanded significantly during the uranium boom of the 1940s through the 1970s, when uranium demand increased dramatically due to nuclear weapons development and later nuclear power generation. During this period, numerous exploration companies and government programs conducted extensive uranium exploration throughout the region. Exploration activities commonly included geological mapping, radiometric surveys, trenching and prospecting, drilling programs, and development of small underground mines. *Urano's Property Acquisition and Exploration Strategy*

Urano's strategy has primarily focused on acquiring a portfolio of uranium properties with known drill defined uranium deposits with associated historical reserve and resource estimates, and that are located in brown field areas, rather than on exploration properties in greenfield areas with no known mineral resources. Eighteen of Urano's twenty-one properties host drill defined mineralized deposits with historical estimated uranium, some with vanadium, indicated and inferred resources. Therefore its "exploration" activities focus on: 1. Confirming the location of previously drill-defined uranium deposits, for which the Company has drill hole maps showing deposit locations, depths, thickness and U3O8 grade. These maps provide the basis for historical uranium reserve and resource estimates held by the Company for the drill-defined uranium (and in some cases uranium-vanadium) deposits. For some of its properties, the Company also has historical maps of mine workings previously developed in conjunction with the drill-defined deposits. 2. Conducting confirmation drilling, together with down-hole radiometric and other surveys, to confirm the location, thickness and U3O8 grades of uranium deposits encountered by historic drill holes as recorded in the Company's records and that were used to prepare the Company's historical reserve and resource estimates, and 3. Follow-up delineation or exploration drilling to define extensions away from the already drill-defined mineralized bodies. Where drill results encounter favorable mineralized zones, they may potentially be used to increase the Company's estimated uranium resource base. In planning this drilling, the Company's staff will locate drill sites using its records of past exploration together with its knowledge of sandstone-hosted uranium-vanadium mineralization and its association with favorable channel sand systems and reduction-oxidation interfaces within the Cutler, Chinle and Morrison stratigraphic sequences.

I-70 Uranium Project Exploration

Exploration within the I-70 Uranium Project area has historically consisted primarily of drilling programs conducted by Atlas Corporation and earlier operators during the 1950s through early 1980s. These programs were designed to identify and delineate uranium-vanadium mineralization hosted within the Salt Wash Member of the Morrison Formation.

Historical exploration drilling programs focused on identifying mineralized channel sandstones associated with favorable stratigraphic horizons. Drilling programs conducted by Atlas extended known mineralization down dip and resulted in the discovery and development of several deposits within the San Rafael Uranium District, including the Snow and Probe mines located within the current I-70 Uranium Project boundaries.

Available historical records indicate that more than 1,000 exploration drill holes were completed within the broader project area by previous operators. Much of this drilling was documented on approximately fifty historical exploration maps that record drill hole collar locations, drill hole depths, and interpreted mineralized intercepts based on downhole radiometric logging results.

Since acquiring the Property, Urano has undertaken initial fieldwork to verify and document historical exploration data. This work has included a GPS survey of claim posts and efforts to locate and mark historical drill hole collar locations in the field. To date, approximately 100 to 150 historical drill hole collars have been identified and marked in the field with physical markers, although additional collars may be located with further fieldwork.

The Company's current exploration activities have focused primarily on compiling and digitizing historical exploration data. Historical drill hole locations, depths, and mineralized intercepts recorded on legacy maps have been digitized to support the development of a comprehensive exploration database.

The primary objective of this work is to construct a geospatial drill hole database that consolidates available historical exploration information into a format suitable for evaluation and integration into a future mineral resource model. Once completed, this database will allow the Company to evaluate the reliability and spatial distribution of historical drilling data and to define targets for a future confirmatory drilling program.

Future exploration programs are expected to focus on confirming historical drill results, testing extensions of known mineralized channel systems, and evaluating areas where historical drill holes intersected significant mineralization that was not subsequently followed up by additional drilling. No drilling has been completed by Urano on the I-70 Uranium Project since acquisition of the property.

Historical Mineral Resource Estimates

Historical records from Atlas Corporation indicate the presence of historically estimated uranium reserves within portions of the I-70 Uranium Project area, including the Four Corners and Snow-Probe deposits.

Atlas Corporation reported historical “Indicated” and “Inferred” uranium reserves for several deposits within the San Rafael River District during the early 1980s based on drilling, underground development, and production data available at the time. These estimates were prepared using reserve classification systems common in the industry during that period.

Deposit	Historical Indicated Reserves (tons)	Avg Grade (% U ₃ O ₈)	Contained U ₃ O ₈ (lbs)	Historical Inferred Reserves (tons)	Avg Grade (% U ₃ O ₈)	Contained U ₃ O ₈ (lbs)
Four Corners	95,339	0.13	247,711	466,666	0.15	1,400,000

Table 2. Historical reserve-style estimates reported for Four Corners

Deposit	Historical Indicated Reserves (tons)	Avg Grade (% U ₃ O ₈)	Contained U ₃ O ₈ (lbs)
Snow	30,421	0.23	139,466
Probe-North Snow	33,457	0.23	156,068
Total	63,878	0.23	295,534

Table 3. Historical indicated reserve-style estimates reported for Snow and Probe

These historical estimates were reported in Atlas internal reports and mine closure documentation prepared in the early 1980s.

The historical estimates were prepared prior to the implementation of National Instrument 43-101 and do not conform to current CIM Definition Standards for Mineral Resources and Mineral Reserves. The historical estimates should therefore not be relied upon as current mineral resources or mineral reserves.

A Qualified Person has not completed sufficient work to classify the historical estimates as current mineral resources, and Urano Energy Corp. is not treating these historical estimates as current mineral resources or mineral reserves.

However, the historical estimates are considered relevant as they demonstrate the presence of uranium mineralization within the I-70 Uranium Project area and provide a basis for further exploration and evaluation of the property.

Interpretation and Conclusions

The geological setting of the I-70 Uranium Project is consistent with the well-established sandstone-hosted uranium-vanadium deposit model recognized throughout the Colorado Plateau region. Uranium mineralization within I-70 Uranium Project area occurs within channelized sandstones of the Salt Wash Member of the Morrison Formation and exhibits characteristics typical of deposits historically mined within the San Rafael Uranium District.

Historical exploration and mining activity within the district demonstrates the presence of significant uranium-vanadium mineralization associated with favorable sandstone channel systems. The Snow and

Probe mines located within the I-70 Uranium Project area were among the larger producers within the district and confirm the presence of economically significant uranium mineralization within the property boundaries.

Historical drilling programs conducted by Atlas Corporation and other operators defined several mineralized zones and deposits across I-70 Uranium Project area. Available historical records indicate that numerous areas of mineralization were partially delineated by drilling but were not fully developed or mined prior to the closure of mining operations in the early 1980s.

Compilation of historical drilling data suggests that the property contains multiple areas with potential for additional uranium mineralization, including drill-defined mineralized zones that remain unmined and areas where isolated drill holes intersected significant mineralization that was not subsequently followed up by offset drilling.

Urano's current exploration activities have focused on compiling and validating the extensive historical drilling database associated with I-70 Uranium Project. Construction of a comprehensive digital drill hole database will allow the Company to evaluate the spatial distribution of historical drilling and define areas requiring additional exploration.

The I-70 Uranium Project is therefore considered an early-stage exploration property with potential for the discovery of additional uranium mineralization within favorable sandstone channel systems. At the portfolio scale, the broader Urano Colorado Plateau land package provides additional district-scale optionality in historically productive uranium belts, particularly within Lisbon Valley and Yellow Cat.

Recommendations

Based on the available historical data and current understanding of the geological setting of the I-70 Uranium Project, the following exploration activities are recommended.

1. Completion of Historical Drill Database Compilation. Continue the digitization and validation of historical drill hole data, including collar locations, drill hole depths, and mineralized intercepts derived from historical maps and logs.
2. Geological and Structural Interpretation. Develop a three-dimensional geological interpretation of the Salt Wash sandstone channels and associated mineralized horizons using available historical drilling data.
3. Confirmatory Drilling Program. Conduct a confirmatory drilling program designed to verify historical drill results and evaluate the continuity of mineralized channel systems identified in historical drilling.
4. Resource Evaluation. Upon completion of sufficient confirmatory drilling and database validation, undertake a mineral resource evaluation consistent with current CIM Definition Standards.

5. Portfolio Prioritization. Continue ranking the wider Colorado Plateau portfolio so that available technical, GIS, and historical mine data can be concentrated first on the most mature and disclosure-relevant properties.

These exploration activities are expected to provide the geological and analytical data required to evaluate the mineral resource potential of the I-70 Uranium Project and to support future resource estimation work.

Escrowed Securities

Following the completion of the Arrangement, there will be no Aero securities held in escrow or subject to contractual restrictions on transfer.

Directors and Officers

Upon completion of the Arrangement and the Urano Arrangement, the Aero Board is expected to be comprised of the following five directors: William M. Sheriff, Galen McNamara (existing), John Hamrick, Grace Marosits (existing), and Garrett Ainsworth (existing), and Aero is expected to be managed by Galen McNamara as CEO (existing), Carson Halliday as CFO (existing), and Christian Timmins as VP Corporate Development.

Information regarding Galen McNamara, Grace Marosits, and Garrett Ainsworth may be found in Schedule "E" – "*Information Concerning Aero – Directors and Officers*". William M. Sheriff and John Hamrick are expected to be appointed upon completion of the Urano Arrangement. Christian Timmins is expected to be appointed upon completion of the Arrangement. William M. Sheriff, current director of Urano, will beneficially own, directly or indirectly, or exercise control or discretion over, approximately 455,800 Aero Shares on a post-Urano Arrangement basis. Mr. Sheriff's principal occupation in the past five years has been Executive Chair of the Board of C2C Gold Corp. since June 2022; Director and Chairman of enCore Energy Corp. since October 2009 and Executive Chairman since January 2019. John Hamrick, current director of Urano, will not beneficially own, directly or indirectly, or exercise control or discretion over, any Aero Shares on a post-Arrangement basis. Mr. Hamrick's principal occupation in the past five years has been in connection with senior leadership positions at notable organizations including Umetco Minerals Corporation, Energy Metals Corp., and Cotter Corporation. He also served as Chairman of the Uranium Environmental Subcommittee of the National Mining Association, where he led industry engagement with federal regulators and presented proposed changes to the Environmental Protection Agency and Nuclear Regulatory Commission. In addition to his industry accomplishments, Mr. Hamrick has demonstrated long-standing interest in serving communities which includes serving as Cañon City Mayor Pro Tem, a city councillor, and chair or member of numerous boards and commissions. Christian Timmins, current CEO, President and a director of Pegasus, will beneficially own, directly or indirectly, or exercise control or discretion over, approximately 156,913 Aero Shares on a post-Arrangement basis. Mr. Timmins' principal occupation in the past five years has been CEO and President of Pegasus.

As at the date of this Information Circular, the directors and officers of Pegasus do not beneficially, directly or indirectly or own any Aero Shares and Aero directors and officers do not beneficially, directly or indirectly or own any Pegasus Shares. As at the date of this Information Circular, it is anticipated that the expected directors and executive officers of Aero immediately following the Arrangement ((i) including the conversion of Aero's subscription receipts and the issuance of the expected Advisory Units in respect of the Arrangement and (ii) the completion of the Urano Arrangement), as a group will own beneficially, or control or direct, directly or indirectly, 2,319,429 Aero Shares, or 2.11% of the issued and outstanding Aero Shares.

To Aero's knowledge, no proposed director or executive officer of Aero immediately following the Arrangement is, as at the date hereof, or was, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company (including Aero) that:

- (a) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, that was issued while that person was acting in that capacity;
- (b) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, that was issued after the proposed director ceased to act in that capacity, and which resulted from an event that occurred while that person was acting in that capacity; or
- (c) while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

No proposed director, chief executive officer or chief financial officer of Aero immediately following the Arrangement is, or has been, within the 10 years prior to the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

No proposed director, chief executive officer or chief financial officer of Aero immediately following the Arrangement has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Risk Factors

For a discussion of risk factors, see the risks described under “*The Arrangement - Arrangement Risk Factors*” in the Information Circular and under “*Risk Factors*” in the section “*Information Concerning Aero*” attached as Schedule “E” hereto, in Aero’s Management’s Discussion and Analysis for the six months ended October 31, 2026 attached as Exhibit “B” of Schedule “E” hereto, as well as the other information described in the Information Circular and the other documents incorporated by reference therein.

Executive Compensation

Other than as disclosed below, following the completion of the Arrangement, it is expected that Aero will maintain its policies with respect to executive and director compensation. See Schedule “E” – “*Information Concerning Aero – Executive Compensation*”.

Aero expects to enter into a consulting agreement with Christian Timmins in respect of his proposed engagement as VP Corporate Development of Aero. In consideration of Mr. Timmins’ services, Aero expects to pay to Mr. Timmins \$12,500 plus GST per month.

Audit Committee

The following are the proposed members of the Aero Audit Committee immediately following the Arrangement.

Grace Marosits (existing)	Independent	Financially literate ⁽¹⁾
Garrett Ainsworth	Independent	Financially literate ⁽¹⁾
John Hamrick	Independent	Financially literate ⁽¹⁾

Note:

- (1) As defined by National Instrument 52-110 – *Audit Committees (“NI 52-110”)*. For the purposes of NI 52-110, an individual is financially literate if they have the ability to read and understand a set of financial statements that present a breadth and

level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by Aero's financial statements.

Each of the proposed Aero Audit Committee members has an understanding of the accounting principles used to prepare financial statements and varied experience as to the general application of such accounting principles, as well as an understanding of the internal controls and procedures necessary for financial reporting. Each member has significant understanding of the business which Aero engages in and has an appreciation for the relevant accounting principles for that business. Specifically, the education and experience of each proposed Aero Audit Committee member that is relevant to the performance of his responsibilities as an Aero Audit Committee member is as follows:

Grace Marosits – Ms. Marosits is a Chartered Professional Accountant (CPA, CA) and holds a Bachelor of Commerce degree from the Sauder School of Business at the University of British Columbia. She currently serves as a director of Aero and TDG Gold Corp. and chairs the Audit Committee at both companies. She previously served as Chief Financial Officer of NexGen Energy Ltd., where she led financial operations as the company advanced from the TSXV to the TSX and NYSE and completed over \$220 million in financings. She oversaw financial reporting, compliance, budgeting, cash management, and transition of internal controls to US regulatory standards. In prior roles, she held senior corporate accounting roles at Westcoast Energy Inc. (now part of Enbridge Inc.) and Ballard Power Systems and began her career at Deloitte in audit before advancing to the role of Tax Manager, gaining broad experience across corporate clients.

Garrett Ainsworth – Mr. Ainsworth is an accomplished professional geologist and mining executive that has been awarded for two significant mineral discoveries and has raised more than \$300M in equity and convertible debt throughout his career. He was Vice President Exploration & Development at NexGen Energy Ltd. from 2014 to 2018, where he led the technical team and was involved with marketing and raising capital. For his technical work at NexGen, Mr. Ainsworth was co-recipient of the 2018 PDAC Bill Dennis Award, and the 2016 Mines and Money Exploration Award. Prior to NexGen, Mr. Ainsworth was the Vice President Exploration at Alpha Minerals Inc., and project managed the discovery of the Patterson Lake South high-grade uranium boulder field and drill discovery of the Triple R Uranium deposit.

Mr. Ainsworth was named co-recipient of the AMEBC Colin Spence Award in 2013 for his lead role in the discovery of Triple R. Mr. Ainsworth holds an Institute of Corporate Directors, Director (ICD.D) designation, and is a Professional Geoscientist (PGeo) in the Province of British Columbia. He also holds a Diploma of Technology in Mining and Bachelor of Technology in Environmental Engineering with honours from BCIT, and a Bachelor of Science in Geology with first class honours from Birkbeck, University of London.

John Hamrick - Mr. Hamrick is a metallurgical engineer with over 40 years of experience. Mr. Hamrick has held senior leadership positions at notable organizations including Umetco Minerals Corporation, Energy Metals Corp., and Cotter Corporation. He also served as Chairman of the Uranium Environmental Subcommittee of the National Mining Association, where he led industry engagement with federal regulators and presented proposed changes to the Environmental Protection Agency and Nuclear Regulatory Commission. In addition to his industry accomplishments, Mr. Hamrick has demonstrated long-standing interest in serving communities which includes serving as Cañon City Mayor Pro Tem, a city councillor, and chair or member of numerous boards and commissions.

Auditors

Dale Matheson Carr-Hilton LaBonte LLP will continue as the auditors of Aero following the Effective Date.

Transfer Agent and Registrar

The transfer agent and registrar for the Aero Shares will continue to be Computershare.

Interests of Experts

Jacob Anderson, CPG, MAusIMM, Resource Geologist with Dahrouge Geological Consulting USA Ltd., who is independent of Pegasus, Urano and Aero and is a "Qualified Person" as defined under NI 43-101 and Regulation S-K 1300, reviewed the summary information in connection with the I-70 Uranium Project.

None of the foregoing expert, nor any partner, employee or consultant of such an expert who participated in and who was in a position to directly influence the preparation of the applicable statement, report or valuation, has received or is expected to receive, registered or beneficial interests, direct or indirect, in Aero Shares representing 1% or more of the issued and outstanding Aero Shares or other property of Aero or any of its associates or affiliates.

SCHEDULE "G"

SECTIONS 237 TO 247 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

Division 2 – Dissent Proceedings

237. Definitions and application – (1) In this Division:

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

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

“**payout value**” means,

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

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

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

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

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

- (a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;
- (b) under section 272, in respect of a resolution to adopt an amalgamation agreement;
- (c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;
- (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;
- (e) under section 301(5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company’s undertaking;

- (f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
- (g) in respect of any other resolution, if dissent is authorized by the resolution;
- (h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

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

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

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

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

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

- (a) provide to the company a separate waiver for
 - (i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and
- (b) identify in each waiver the person on whose behalf the waiver is made.

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

- (a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

- (b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

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

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

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

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

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

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

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

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

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

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

242. Notice of dissent – (1) A shareholder intending to dissent in respect of a resolution referred to in section 238(1)(a), (b), (c), (d), © or (f) must,

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

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

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

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

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

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

- (a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;
- (b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

- (c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and
 - (i) the name and address of the beneficial owner, and
 - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

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

243. Notice of intention to proceed – (1) A company that receives a notice of dissent under section 242 from a dissenter must,

- (a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
 - (i) the date on which the company forms the intention to proceed, and
 - (ii) the date on which the notice of dissent was received, or
 - (b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.
- (2) A notice sent under subsection (1)(a) or (b) of this section must
- (a) be dated not earlier than the date on which the notice is sent,
 - (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
 - (c) advise the dissenter of the manner in which dissent is to be completed under section 244.

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

- (a) a written statement that the dissenter requires the company to purchase all of the notice shares,
 - (b) the certificates, if any, representing the notice shares, and
 - (c) if section 242(4)© applies, a written statement that complies with subsection (2) of this section.
- (2) The written statement referred to in subsection (1)© must
- (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

- (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) that dissent is being exercised in respect of all of those other shares.
- (3) After the dissenter has complied with subsection (1),
 - (a) the dissenter is deemed to have sold to the company the notice shares, and
 - (b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.
- (4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.
- (5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.
- (6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

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

- (a) promptly pay that amount to the dissenter, or
 - (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.
- (2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may
- (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
 - (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244(1), and
 - (c) make consequential orders and give directions it considers appropriate.

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

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

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

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

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

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

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

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

- (h) the notice of dissent is withdrawn with the written consent of the company;
- (i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

247. Shareholders entitled to return of shares and rights - If, under section 244(4) or (5), 245(4)(a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

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

SCHEDULE "H"
FAIRNESS OPINION

[see attached]

SCHEDULE "I"

CHARTER OF THE AUDIT COMMITTEE PEGASUS

[see attached]

SCHEDULE "J"

PRO FORMA FINANCIAL STATEMENTS OF AERO AND PEGASUS

[see attached]