

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 9th day of December, 2024.

BETWEEN:

[NAME OF SECURITYHOLDER]

(the “**Securityholder**”)

– and –

PALISADES GOLDCORP LTD.

a corporation existing under the provincial laws of British Columbia

(the “**Purchaser**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (“**Shares**”) in the capital of Radio Fuels Energy Corp. (the “**Company**” or “**Radio Fuels**”), a corporation organized under the federal laws of Canada, as set forth on the Securityholder’s signature page attached to this Agreement, if any.

AND WHEREAS the Securityholder is the holder of that number of common share purchase warrants to acquire Shares (“**Warrants**”), as set forth on the Securityholder’s signature page attached to this Agreement, if any.

AND WHEREAS the Company and the Purchaser have entered into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”) and propose to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”).

AND WHEREAS the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement. For the purposes of this Agreement:

“**Subject Securities**” means, collectively, the Subject Shares and Subject Warrants;

“Subject Shares” means that number of Shares set forth on the Securityholder’s signature page attached to this Agreement, being all of the Shares owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, in each case as of the date hereof, and which shall further include any Shares issued upon the exercise or vesting, as applicable, of the Subject Warrants or otherwise acquired by or issued to the Securityholder after the date hereof; and

“Subject Warrants” means that number of Warrants set forth on the Securityholder’s signature page attached to this Agreement, being all of the Warrants owned legally or beneficially by the Securityholder or over which the Securityholder exercises control or direction, in each case as of the date hereof, and which shall further include any Warrants issued to the Securityholder after the date hereof.

ARTICLE 2 COVENANTS

Section 2.1 General Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement:

- (a) at the Radio Fuels Meeting (including in connection with any combined or separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) or in any other circumstances upon which a vote, consent or other approval with respect to the Arrangement is sought, the Securityholder shall cause its Subject Securities (that carry the right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities (that carry the right to vote at such meeting) in favour of the approval of the Arrangement and any other matter necessary for the consummation of the Arrangement;
- (b) at any meeting of securityholders of the Company (including in connection with any combined or separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of the Company is sought (including by written consent in lieu of a meeting), the Securityholder shall cause its Subject Securities that carry a right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities that carry a right to vote at such meeting against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement and each of the transactions contemplated by the Arrangement Agreement;

- (c) the Securityholder shall revoke any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement;
- (d) the Securityholder shall not, directly or indirectly, (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other than pursuant to this Agreement;
- (e) the Securityholder shall not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to delay or interfere with the completion of the transactions contemplated by the Arrangement Agreement;
- (f) the Securityholder shall not exercise any Dissent Rights, rights of appraisal or any other rights or remedies, as applicable, with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement that the Securityholder may have;
- (g) no later than 5 Business Days prior to the date of the Radio Fuels Meeting or any meeting of the securityholders of the Company referred to in Section 2.1(b): (i) with respect to any and all Subject Securities that carry the right to vote at such meeting that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Radio Fuels Circular and, if requested by the Purchaser, with a copy to the Purchaser, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote: (A) in favour of the Arrangement, and (B) against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement and each of the transactions contemplated by the Arrangement Agreement; and (ii) with respect to any and all Subject Securities that carry the right to vote at such meeting that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver, or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Securityholder holds its beneficial interest in the Securityholder’s Subject Securities, with a copy to the Purchaser concurrently, instructing that the Securityholder’s Subject Securities that carry the right to vote at such meeting be voted: (A) in favour of the Arrangement, and (B) against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement and each of the transactions contemplated by the Arrangement Agreement. Such proxy or proxies shall name those individuals as may be designated by the Company in the Radio Fuels Circular

and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser;

- (h) not to, directly or indirectly, make or participate in or take any action that would reasonably be expected to facilitate or result in an Acquisition Proposal, or engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal.

Section 2.2 Co-operation/Alternative Transaction

If the Purchaser concludes after the date of this Agreement, acting reasonably, that it is necessary or desirable to proceed with an Alternative Transaction, the Securityholder agrees to support the completion of the Alternative Transaction in the same manner as this Agreement provides with respect to the Arrangement, including, in the case of a take-over bid, by causing all of the Securityholder's Subject Securities, as applicable, to be validly tendered in acceptance of such take-over bid together with the letter of transmittal and, if applicable, notice of guaranteed delivery, and any other documents required in accordance with such take-over bid, and will not withdraw the Securityholder's Subject Securities from such take-over bid except as expressly otherwise provided in this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Incorporation; Capacity; Authorization.** Where the Securityholder is a corporation, it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation; it has the requisite corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder. Where the Securityholder is not a corporation, he, she or it has the power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform his, her or its obligations hereunder.
- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (c) **Ownership of Shares and Other Securities.** The Securityholder is the sole registered and/or beneficial owner of its Subject Securities, with good and marketable title thereto, free and clear of any and all Liens. As of the date hereof, the Securityholder does not directly or indirectly control or direct, or own or have

any registered or beneficial interest in, any other securities of the Company, other than as disclosed on the Securityholder's signature page attached to this Agreement.

- (d) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder, the consummation by the Securityholder of the transactions contemplated hereby nor the compliance by the Securityholder with any of the provisions hereof will:
- (i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default), or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal, under any provision of the certificate of incorporation, articles, by-laws or any other constating document of the Securityholder, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Securityholder is a party or by which the Securityholder or any of its properties or assets (including the Subject Securities) may be bound;
 - (ii) require on the part of the Securityholder any filing with (other than pursuant to the requirements of applicable securities legislation, which filings the Securityholder will undertake) or permit, authorization, consent or approval of, any Governmental Entity or any other person; or
 - (iii) subject to compliance by the Parties with any approval or Laws contemplated by the Arrangement Agreement, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Securityholder or any of its properties or assets,

in each case other than as would not be reasonably expected to have a material adverse effect on the Securityholder's ability to perform its obligations hereunder.

- (e) **No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Securityholder's ability to perform its obligations hereunder. There is no judgement, decree or order of any Governmental Entity against the Securityholder that could prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement, or that could reasonably be expected to have an adverse effect on the Securityholder's ability to perform its obligations hereunder.
- (f) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or

any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.

- (g) **Voting.** The Securityholder has the right to enter into this Agreement and to vote (or cause to be voted) the Subject Securities (that carry the right to vote) at any meeting of securityholders of the Company as contemplated herein. None of the Subject Securities are subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained by the Securityholder in connection with the execution, delivery or performance of this Agreement.

Section 3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants and covenants to the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** The Purchaser validly subsists under the provincial laws of British Columbia and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by the Purchaser has been duly authorized and no other internal proceedings on its part is necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Purchaser, threatened against the Purchaser or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Purchaser's ability to perform its obligations hereunder. There is no judgement, decree or order of any Governmental Entity against the Purchaser that could prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement, or that could reasonably be expected to have an adverse effect on the Purchaser's ability to perform its obligations hereunder.

ARTICLE 4 TERMINATION

Section 4.1 Termination

This Agreement may be terminated:

- (a) at any time upon the mutual written agreement of the Purchaser and the Securityholder;
- (b) by the Purchaser if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Purchaser contained in this Agreement in all material respects;
- (c) by the Securityholder if: (i) any of the representations and warranties of the Purchaser in this Agreement shall not be true and correct in all material respects; or (ii) the Purchaser shall not have complied with its covenants to the Securityholder contained in this Agreement in all material respects;
- (d) by the Purchaser or the Securityholder if the terms of the Arrangement Agreement are amended in any manner (i) to provide for less consideration than is provided for at the date of this Agreement (ii) to change the form of consideration that is payable to the Securityholder in a manner that is material and adverse to the Securityholder; or (iii) that is otherwise material and adverse to the Securityholder, in each case without the prior written consent of the Securityholder; or
- (e) automatically on the earlier to occur of: (i) the termination of the Arrangement Agreement in accordance with its terms, including, without limitation, in connection with a Superior Proposal being accepted by the Radio Fuels Board; and (ii) the Effective Time.

Section 4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of this Agreement which occurred prior to such termination and the Securityholder shall be entitled to, among other things, withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities or, if applicable, to withdraw any deposited Subject Shares to any take-over bid.

ARTICLE 5 GENERAL

Section 5.1 Fiduciary Obligations

The Purchaser agrees and acknowledges that the Securityholder is bound hereunder solely in his or her capacity as a securityholder of the Company and that the provisions of this Agreement

shall not be deemed or interpreted to bind the Securityholder or any of its directors or officers in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any party from properly fulfilling his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries.

Section 5.2 Exercise of Warrants

Notwithstanding any provisions of this Agreement, the Securityholder will be entitled to exercise any Subject Warrants in accordance with their terms and, for the avoidance of doubt, such underlying Shares shall become subject to the terms of this Agreement.

Section 5.3 Reorganization of the Securityholder

The Securityholder shall have the right directly or indirectly to take such actions as are necessary or desirable to reorganize its capital, assets and structure as the Securityholder may reasonably determine including, without limitation, transferring some or all of its Subject Securities to one or more of its affiliates; provided, however, that no such reorganization will be undertaken unless each person who receives any Subject Securities currently owned by the Securityholder enters into a counterpart of this Agreement in relation to such Subject Securities and agrees to be bound hereby in place of the Securityholder in relation to such Subject Securities in form and substance satisfactory to the Purchaser, acting reasonably; provided that the Securityholder shall remain jointly and severally liable to the Purchaser with each person who receives any Subject Securities under this Section 5.3.

Section 5.4 Further Assurances

Each of the Securityholder and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

Section 5.5 Disclosure

- (a) Each of the Securityholder and the Purchaser hereby consents to the disclosure of the substance of this Agreement in any press release or any circular relating to the Radio Fuels Meeting and the filing of a copy thereof by the Company on www.sedarplus.ca.
- (b) Except as set forth above or as required by applicable laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, the parties shall not make any public announcement or statement with respect to this Agreement without the approval of the other party hereto, which shall not be unreasonably withheld or delayed. Each party agrees to consult with the other prior to issuing any public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

Section 5.6 Time

Time shall be of the essence in this Agreement.

Section 5.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under or in relation to this Agreement.

Section 5.8 Entire Agreement

This Agreement, including the schedules hereto and the provisions of the Arrangement Agreement incorporated herein by reference constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

Section 5.9 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

Section 5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

Section 5.11 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto, except that the Purchaser may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an affiliate, without reducing its own obligations hereunder, without the consent of the Securityholder.

Section 5.12 No Third Party Beneficiaries

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Section 5.13 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in the case of:

- (a) the Purchaser, addressed as follows:

Palisades Goldcorp Ltd.
25th Floor, 700 West Georgia Street
Vancouver, BC
V7Y 1B3

Attention: Bassam Moubarak, Chief Financial Officer

E-mail: *[Email redacted]*

with a copy (which will not constitute notice) to:

Blake, Cassels & Graydon LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, British Columbia
V6E 4E5

Attention: Michelle Noorani

Email: michelle.noorani@blakes.com

- (b) the Securityholder, as set forth on the signature page to this Agreement,

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section 5.13. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

Section 5.14 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

Section 5.15 Expenses

Subject to Section 5.4, each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

Section 5.16 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by electronic transmission) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Remainder of page intentionally left blank

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

PALISADES GOLDCORP LTD.

By: (signed) “*Bassam Moubarak*”

Name: Bassam Moubarak

Title: Chief Financial Officer

*This form of voting and support agreement was executed by the following individuals in respect of the securities indicated beside their names.

<u>Name</u>	<u>Number of Common Shares</u>
Ana B. Parker	153,858
Ana B Parker Irrevocable GSTT Trust Dated 09/01/2016	595,283
Ana B Parker IRRV GSTT Trust	9,270,139
Collin Kettell	37,155,885
George S. Miller	616,536
George S. Miller III	2,208,339
Jack Campbell	286,502
Maria Giardina-Fiel	7,006,453
Michael A. Parker	222,135
Michael A Parker Irrevocable GSTT Trust Dated 09/01/2016	595,283
Michael A Parker Irrevocable GSTT Trust UAD 09/01/2016	1,664,337
Michael A Parker IRRV GSTT Trust	9,270,139
Natalia Samartseva	0
Next Phase Enterprises, LLC	597,911
Philip O'Neill	1,315,000
The Michael A Parker Irrevocable GSTT Trust Dated September 1, 2016	295,415
William De Jong	0
Zook Holdings LP	9,341,938