

The New NOVAGOLD ESPP will terminate on the date no New NOVAGOLD Voting Shares remain available for issuance under the New NOVAGOLD ESPP, unless earlier terminated by the plan administrator.

Form S-8

Following the closing of the Arrangement and Related Transactions, New NOVAGOLD intends to file with the SEC a registration statement on Form S-8 covering the New NOVAGOLD Voting Shares issuable under the New NOVAGOLD ESPP.

U.S. Federal Income Tax Consequences

The following is a summary of the United States federal income tax consequences of participation in the New NOVAGOLD ESPP. It does not purport to be a complete description of all applicable rules, and those rules (including those summarized here) are subject to change. Tax consequences for any particular individual may be different. This discussion also does not address the tax consequences under applicable state, local and non-U.S. law.

A participant in the New NOVAGOLD ESPP recognizes no taxable income either as a result of participation in the New NOVAGOLD ESPP or upon purchase of New NOVAGOLD Voting Shares under the terms of the New NOVAGOLD ESPP.

If a participant disposes of shares purchased under the New NOVAGOLD ESPP within two (2) years from the first day of the applicable offering period or within one year from the purchase date (a “disqualifying disposition”), the participant will realize ordinary income in the year of disposition equal to the excess of the fair market value of the shares on the purchase date over the purchase price. This amount of ordinary income will be added to the participant’s basis in the shares. Any additional gain or resulting loss recognized upon the disposition of the shares — measured as the difference between the sale price and the adjusted basis — will be treated as a capital gain or loss. A capital gain or loss will be long-term if the participant’s holding period is more than 12 months from the purchase date, or short-term if the participant’s holding period is 12 months or less.

If the participant disposes of shares purchased under the New NOVAGOLD ESPP at least two (2) years after the first day of the applicable offering period and at least one year after the purchase date, the participant will realize ordinary income in the year of disposition equal to the lesser of (x) 15% of the fair market value of the common stock on the first day of the offering period in which the shares were purchased and (y) the excess of the amount actually received for the common stock over the amount paid. The amount of any ordinary income will be added to the participant’s basis in the shares, and any additional gain recognized upon the disposition after that basis adjustment will be a long-term capital gain. If the fair market value of the shares on the date of disposition is less than the exercise price, there will be no ordinary income and any loss recognized will be a long-term capital loss.

Post-Arrangement New NOVAGOLD is generally entitled to a tax deduction in the year of a disqualifying disposition equal to the amount of ordinary income recognized by the participant as a result of that disposition. In all other cases, Post-Arrangement New NOVAGOLD is not allowed a deduction.

New Plan Benefits

Participation in the New NOVAGOLD ESPP is voluntary and each eligible employee will have the discretion to determine whether and to what extent to participate in and contribute to the New NOVAGOLD ESPP. Accordingly, the benefits and amounts that will be received or allocated to officers and other employees under the New NOVAGOLD ESPP are not determinable at this time. Post-Arrangement New NOVAGOLD’s non-employee directors will not be eligible to participate in the New NOVAGOLD ESPP.

Equity Compensation Plan Information

Please refer to “*Proposal No. 2 — Equity Plan Resolution — Equity Compensation Plan Information*”.

PROPOSAL NO. 4 — NOVAGOLD ESPP RESOLUTION

At the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass, with or without variation, the following ordinary resolution (the “**NOVAGOLD ESPP Resolution**”) to approve the adoption of the NOVAGOLD ESPP, the full text of which is appended as Appendix K — “*NOVAGOLD ESPP*” hereto.

BE IT RESOLVED THAT: The NOVAGOLD ESPP, as set forth in, and appended to, the Circular and Proxy Statement accompanying the notice of this Meeting, is hereby authorized, approved and adopted.

In order to become effective, the NOVAGOLD ESPP Resolution must be approved by the affirmative vote of a majority of the votes cast by Shareholders present or represented by proxy at the Meeting.

The approval of this resolution is not conditioned on the approval of the Arrangement Resolution, and the approval of the Arrangement Resolution is not conditioned upon the approval of this resolution.

The Board unanimously recommends that the Shareholders vote FOR the NOVAGOLD ESPP Resolution.

Overview

Shareholders are being asked to approve the NOVAGOLD ESPP. The Board believes that offering employees the opportunity to acquire NOVAGOLD Shares is key to NOVAGOLD's ability to successfully attract and retain talent. Additionally, the NOVAGOLD ESPP benefits NOVAGOLD by providing employees with an opportunity to acquire a stake in NOVAGOLD's growth, aligning the interests of participants with those of Shareholders.

Summary of Material Terms of the NOVAGOLD ESPP

The following is a summary of the material terms of the NOVAGOLD ESPP. This summary is qualified in its entirety by the full text of the NOVAGOLD ESPP, a copy of which is included as Appendix K — "*NOVAGOLD ESPP*" hereto.

The NOVAGOLD ESPP is administered by the plan administrator (which, for purposes of the NOVAGOLD ESPP, is the Compensation Committee of the Board), which has the authority to make, amend and repeal regulations for the proper administration and operation of the plan, to interpret its provisions and to delegate administrative duties to an administrative agent. The plan administrator's decisions and interpretations are binding and conclusive.

Each NOVAGOLD employee with a scheduled work week of not less than 30 hours, excluding contract or seasonal employees (unless authorized by the plan administrator) and excluding any person who owns 5% or more of the total combined voting power or value of NOVAGOLD Shares is eligible to participate in the NOVAGOLD ESPP. An eligible employee enrolls by giving written notice in the form prescribed by the plan administrator, with participation commencing on the first business day of the calendar month following receipt of such notice (or such other date as the plan administrator approves). As of September 15, 2026, fourteen employees are eligible to participate in the NOVAGOLD ESPP under its terms.

Participants contribute through payroll deduction in a whole percentage of their base salary, not to exceed 5% of base salary. Participants may change their contribution rate up to twice per calendar year (except during a blackout period), may stop contributions at any time by written notice (except during a blackout period) and, after stopping contributions, must wait six months before restarting contributions, without any ability to make up missed contributions. For each participant, NOVAGOLD makes an employer contribution equal to 50% of the participant's contributions for the applicable pay period, credited on the business day following the end of that pay period. Employer contributions are made only if the participant remains employed by NOVAGOLD at the time of the employer contribution.

Participant and employer contributions are used to purchase NOVAGOLD Shares on the open market, through the facilities of the applicable stock exchange, on a bi-monthly basis on dates designated by NOVAGOLD. Contributions do not earn interest while pending investment. The purchase price for shares acquired on a given purchase date is the market price at the time of purchase, or, where shares are purchased at multiple prices on the same date, the weighted average price paid for all shares purchased on that date.

A participant may sell or withdraw shares from the participant's account up to four times in any calendar year. Upon notice, the administrative agent will direct the brokerage agent to sell the specified shares on the open market and remit the net proceeds (after brokerage fees and expenses) to the participant, or to transfer and deliver withdrawn shares (by certificate or transfer) to the participant, who is responsible for any related issuance or transfer fees and receives cash for any fractional shares. Participants are entitled to receive any dividends declared and paid on shares held in their accounts. Participants are entitled to direct the voting of whole shares held on their behalf as of the applicable record date.

Upon a participant's termination of employment, retirement or death, participant contributions automatically stop, and the participant (or beneficiary or legal representative) may direct the administrative agent to sell all shares in the participant's account and remit the net proceeds, or to transfer and deliver the shares, within 90 days of the triggering event; if no direction is received within that period, the shares are transferred and delivered by default.

The plan administrator may amend or suspend the NOVAGOLD ESPP at any time in its sole discretion; provided that no amendment may deprive a participant of shares already credited to the participant's account. The plan administrator may also amend a provision, retroactively or prospectively, to bring it into compliance with applicable law or stock exchange rules. The plan administrator may terminate the plan, in whole or in part, at any time in its sole discretion, without depriving participants of shares already credited to their accounts; upon termination, no further employer contributions are awarded to affected participants.

Form S-8

On January 10, 2011, NOVAGOLD filed a registration statement on Form S-8 with the SEC registering 168,811 NOVAGOLD Shares issuable under the NOVAGOLD ESPP. Following the closing of the Arrangement and Related Transactions, New NOVAGOLD intends to file with the SEC a registration statement on Form S-8 covering any additional New NOVAGOLD Voting Shares issuable under the NOVAGOLD ESPP.

U.S. Federal Income Tax Consequences

The following is a summary of the United States federal income tax consequences of participation in the NOVAGOLD ESPP. It does not purport to be a complete description of all applicable rules, and those rules (including those summarized here) are subject to change. Tax consequences for any particular individual may be different. This discussion also does not address the tax consequences under applicable state, local and non-U.S. law.

Participant contributions to the NOVAGOLD ESPP are made on an after-tax basis. There is no taxable event on the purchase date with respect to NOVAGOLD Shares purchased under the NOVAGOLD ESPP because such shares are purchased at their fair market value. However, participants will realize ordinary income on any employer contributions provided to the participant in the year in which the employer contributions are provided. NOVAGOLD will generally be entitled to a deduction at such time equal to the value of the employer contribution to the participant. Any further appreciation or depreciation in shares purchased under the NOVAGOLD ESPP will be treated as capital gain or loss.

New Plan Benefits

Participation in the NOVAGOLD ESPP is voluntary and each eligible employee has the discretion to determine whether and to what extent to participate in and contribute to the NOVAGOLD ESPP. Accordingly, the benefits and amounts that may be received or allocated to officers and other employees under the NOVAGOLD ESPP are not determinable at this time. Neither NOVAGOLD's nor Post-Arrangement New NOVAGOLD's non-employee directors are eligible to participate in the NOVAGOLD ESPP.

Existing Plan Benefits

Participant and employer contributions to the NOVAGOLD ESPP are used to purchase NOVAGOLD Shares on the open market promptly following the last day of each pay period. As a result, there are no options or similar rights to acquire NOVAGOLD Shares outstanding under the NOVAGOLD ESPP.

Equity Compensation Plan Information

Please refer to "*Proposal No. 2 — Equity Plan Resolution — Equity Compensation Plan Information*".