

VISTA GOLD CORP
Form PRE 14A
September 28, 2006

[QuickLinks](#) -- Click here to rapidly navigate through this document

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934
(Amendment No.)

- Filed by the Registrant
- Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Pursuant to §240.14a-12

VISTA GOLD CORP.

(Name of Registrant As Specified In Its Charter)

NOT APPLICABLE

(Name of Person(s) Filing Proxy Statement if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
 - Fee computed on table below per Exchange Rules 14a-6(i)(1) and 0-11.
 - (1) Title of each class of securities to which transaction applies:
 - (2) Aggregate number of securities to which transaction applies:
 - (3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (Set forth the amount on which the filing fee is calculated and state how it was determined):
 - (4) Proposed maximum aggregate value of transaction:
 - (5) Total fee paid:
 - Fee paid previously with preliminary materials.
 - Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously.
-

NOTICE OF SPECIAL MEETING

to be held on November , 2006

and

MANAGEMENT INFORMATION AND PROXY CIRCULAR

and

**NOTICE OF MOTION TO THE SUPREME COURT OF
THE YUKON TERRITORY**

with respect to a Plan of Arrangement involving

VISTA GOLD CORP.

and

ITS COMMON SHAREHOLDERS

and

ITS OPTION HOLDERS

and

ITS WARRANT HOLDERS

and

ALLIED NEVADA GOLD CORP.

and

CARL AND JANET PESCIO

October , 2006

TABLE OF CONTENTS

	Page
LETTER TO SECURITYHOLDERS	i
NOTICE OF SPECIAL MEETING OF HOLDERS OF COMMON SHARES, OPTIONS AND WARRANTS	iii
NOTICE OF MOTION	iv
NOTICE TO UNITED STATES SECURITYHOLDERS	1
FORWARD-LOOKING STATEMENTS	2
CURRENCY AND EXCHANGE RATE INFORMATION	3
SUMMARY	4
GLOSSARY OF TERMS	14
GENERAL PROXY INFORMATION	21
Solicitation of Proxies	21
Voting by Beneficial Securityholders	22
Securities Entitled to Vote	23
Ownership of Vista Shares	24
Quorum	25
THE ARRANGEMENT	25
Background to the Arrangement	25
Fairness Opinion	26
Rationale for the Arrangement	28
Approval and Recommendation of the Vista Board	28
Required Securityholder Approvals	29
Required Court Approval	29
Transaction Mechanics	29
THE ARRANGEMENT AGREEMENT	32
Vista Reorganization	32
Effective Date of the Arrangement	32
Representations and Warranties	32
Covenants of Vista	33
Covenants of the Pescios	34
Conditions to Closing	37
Amendment and Waiver	40
Termination	40
Interests of Certain Persons in the Arrangement	40
CANADIAN FEDERAL INCOME TAX CONSIDERATIONS	41
Securityholders Resident in Canada	41
Securityholders Not Resident in Canada	47
UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS	51
Certain U.S. Federal Income Tax Considerations for U.S. Holders	51
Certain United States Federal Income Tax Consequences of the Ownership and Disposition of Allied Nevada Shares for Persons Other Than U.S. Holders	59
CERTAIN SECURITIES MATTERS	61
Canadian Securities Matters	61
U.S. Securities Matters	62
INFORMATION RELATING TO VISTA	64
Name, Address and Incorporation	64
Intercorporate Relationships	64
Documents Incorporated by Reference	65
General Development of the Business of Vista	67
Description of Vista's Business	68
Directors and Officers	68
Capital Structure	71
Prior Sales	73
Price Range of Vista Shares	74
Auditors, Transfer Agent and Registrar	74
INFORMATION RELATING TO VISTA FOLLOWING THE ARRANGEMENT	75
Name, Address and Incorporation	75
Intercorporate Relationships	75
Description of Vista's Business	76
Government Regulation	76

	<u>Page</u>
Property Interests and Mining Claims	
United States	76
Environmental Regulation	77
Reclamation	77
Competition	77
Description of Properties	77
INFORMATION RELATING TO ALLIED NEVADA FOLLOWING THE ARRANGEMENT	88
Name, Address and Incorporation	88
Intercorporate Relationships	89
Directors and Officers	89
General Description of the Business of Allied Nevada	91
Capital Structure	91
Prior Sales	95
Price Range of Allied Nevada Shares	95
Auditors, Transfer Agent and Registrar	95
Management's Discussion and Analysis of Financial Condition and Results of Operations	96
Overview	96
Outlook	96
The Separation of Allied Nevada from Vista	97
Results from Operations	97
Financial Position, Liquidity and Capital Resources	100
Transactions with related parties	101
Significant accounting policies and changes in accounting policies	101
New accounting pronouncements	102
Property Interests and Mining Claims	103
Reclamation	103
Government Regulation	103
Environmental Regulation	104
Competition	104
Description of Properties to be Acquired from Vista	104
Description of Properties to be Acquired from the Pescios	114
RISK FACTORS	147
Risks Relating to the Arrangement	147
Risks relating to the Business of Vista and Allied Nevada	148
Additional Risks Relating to Vista	150
Additional Risks Relating to Allied Nevada	155
DISSENT RIGHTS	157
DEPOSIT AND TRANSMITTAL	159
Deposit	159
INTEREST OF CERTAIN PERSONS IN MATERIAL TRANSACTIONS AND THE ARRANGEMENT	161
ADDITIONAL INFORMATION AND OTHER DOCUMENTS	162
LEGAL MATTERS	162
DIRECTORS' APPROVAL	163
CONSENTS OF EXPERTS	164
AUDITORS' CONSENT VISTA GOLD CORP.	172
AUDITORS' CONSENT ALLIED NEVADA GOLD CORP.	173
APPENDIX "A" ARRANGEMENT RESOLUTION	A-1
APPENDIX "B" PLAN OF ARRANGEMENT	B-1
APPENDIX "C" INTERIM ORDER	C-1
APPENDIX "D" SECTION 193 OF THE <i>BUSINESS CORPORATIONS ACT</i> (YUKON TERRITORY)	D-1
APPENDIX "E" FAIRNESS OPINION	E-1
APPENDIX "F" FINANCIAL STATEMENTS OF ALLIED NEVADA	F-1

October , 2006

Dear Vista Securityholder:

The Board of Directors of Vista Gold Corp. ("**Vista**") invites you to attend a special meeting (the "**Meeting**") of the holders of common shares ("**Vista Shares**"), options and warrants of Vista to be held at the offices of Borden Ladner Gervais LLP at Suite 1200, 200 Burrard Street, Vancouver, British Columbia, Canada on November , 2006 commencing at 10:00 a.m. (local time in Vancouver).

The Meeting is for the purpose of considering and voting upon a proposed plan of arrangement (the "**Arrangement**") under which Vista will transfer its existing Nevada properties into a recently incorporated company, Allied Nevada Gold Corp. ("**Allied Nevada**"), that will concurrently acquire the Nevada mineral assets of Carl and Janet Pescio (the "**Pescios**"). Under the Arrangement, Vista's shareholders will exchange their Vista Shares and will receive common shares of Allied Nevada and new common shares of Vista; holders of options to acquire Vista Shares ("**Vista Options**") will exchange their Vista Options for options to acquire common shares of Allied Nevada and options to acquire new common shares of Vista; and holders of warrants of Vista ("**Vista Warrants**") will have their warrants adjusted in accordance with the terms of the warrants.

It is a condition to the completion of the Arrangement that the common shares of Allied Nevada and the new common shares of Vista will be listed on the Toronto Stock Exchange concurrently with the closing of the Arrangement and it is expected that they will be listed on the American Stock Exchange as soon as possible after the completion of the Arrangement. The listing of such securities on the Toronto Stock Exchange is subject to, among other things, meeting minimum listing requirements, and the exchange's approval. Vista management believes that the combined Nevada properties of Vista and the Pescios will represent one of the largest exploration packages ever assembled in Nevada with approximately 190,000 acres of prospective patented and unpatented mining claims.

The directors of Vista believe that the creation of two separate public companies dedicated to the pursuit of their respective businesses will focus the efforts of each company, and provide Vista's securityholders with additional investment choices and enhanced flexibility.

In order to become effective, the Arrangement must be approved by at least 66²/₃% of the votes cast at the Meeting by the holders of Vista Shares, Vista Options and Vista Warrants voting together as a single class, as well as, by at least a simple majority of the votes cast by the holders of Vista Shares.

After careful consideration, the Board of Directors has unanimously determined the Arrangement is fair to Vista's securityholders and is in the best interests of Vista. A description of the various factors considered by the Board of Directors in arriving at this determination is contained in the enclosed Management Information and Proxy Circular. **The Board of Directors of Vista unanimously recommends that Vista's securityholders vote in favour of the Arrangement.**

The attached Notice of Special Meeting and Management Information and Proxy Circular contain a detailed description of the Arrangement and include certain other information to assist you in considering the matters to be voted upon. You are urged to read this material carefully and, if you require assistance, to consult your financial or other professional advisors. As explained more fully in the attached Management Information and Proxy Circular, in addition to approval by Vista's securityholders, completion of the Arrangement is subject to certain conditions and receipt of all applicable regulatory and court approvals.

If you are a *registered securityholder* and unable to be present at the Meeting in person, we encourage you to vote by completing the applicable enclosed form(s) of proxy. Your vote is important regardless of the number of securities you own. You should specify your choice by marking the box on the applicable enclosed form(s) of proxy and by dating, signing and returning the applicable form(s) of proxy in the appropriate return envelope

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

addressed to Computershare Investor Services Inc. to be received by 10:00 a.m. (local time in Vancouver) on November , 2006. Please do this as soon as possible. Voting by proxy will not prevent you from voting in person if you attend the Meeting, but will ensure that your vote will be counted if you are unable to attend.

If you are a *non-registered securityholder* of Vista and receive these materials through your broker or another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or such other intermediary.

The enclosed Letter of Transmittal is for use only by registered holders of Vista Shares. Registered holders of Vista Shares will not receive certificates for the securities of Vista or Allied Nevada they are entitled to under the Arrangement until they return a properly completed Letter of Transmittal, together with the certificates for their Vista Shares and any other required documentation, in the enclosed return envelope addressed to the depositary, Computershare Trust Company of Canada. The Letter of Transmittal contains other procedural information related to the Arrangement and should be reviewed carefully. Holders of Vista Options or Vista Warrants are not required to deposit certificates representing their options or warrants, and are not required to complete a Letter of Transmittal for their options or warrants. After the Arrangement becomes effective, Vista and Allied Nevada will provide documentation to each former holder of Vista Options representing the options to purchase new common shares of Vista and the options to purchase common shares of Allied Nevada, to which such person is entitled under the Arrangement. In addition, Vista will provide a notice of adjustment to each holder of Vista Warrants advising each holder of the number of new common shares of Vista that such holder is entitled to upon the exercise of his or her warrants and the exercise price of the holder's warrants.

We consider the Arrangement an important step in Vista's growth and hope you will be able to attend the Meeting.

Yours truly,

Michael B. Richings
President and Chief Executive Officer

ii

VISTA GOLD CORP.

NOTICE OF SPECIAL MEETING OF HOLDERS OF
COMMON SHARES, OPTIONS AND WARRANTS

TAKE NOTICE THAT, pursuant to an order (the "**Interim Order**") of the Supreme Court of the Yukon Territory dated October , 2006, a special meeting (the "**Meeting**") of the holders (the "**Vista Securityholders**") of common shares, options and warrants of Vista Gold Corp. ("**Vista**") will be held at the offices of Borden Ladner Gervais LLP at Suite 1200, 200 Burrard Street, Vancouver, British Columbia, Canada on November , 2006 at 10:00 a.m. (local time in Vancouver) for the following purposes:

- (a) to consider, pursuant to the Interim Order, and if deemed advisable, to pass, with or without amendment, a special resolution (the "**Arrangement Resolution**") approving the arrangement (the "**Arrangement**") under section 195 of the *Business Corporations Act* (Yukon Territory) (the "**Act**") involving Vista, the Vista Securityholders, Allied Nevada Gold Corp., and Carl and Janet Pescio; and
- (b) to transact such further or other business as may properly come before the Meeting, or any adjournment or postponement thereof.

The accompanying Management Information and Proxy Circular contains the full text of the Arrangement Resolution and provides additional information relating to the subject matter of the Meeting, including the Arrangement, and is incorporated in and deemed to form part of this notice.

Registered Vista Securityholders who are unable to attend the Meeting in person are requested to sign, date and return the applicable enclosed form(s) of proxy (the *white* form of proxy in the case of holders of common shares, the *yellow* form of proxy in the case of holders of options and the *green* form of proxy in the case of holders of warrants) in the appropriate return envelope addressed to Computershare Investor Services Inc. In order to be valid for use at the Meeting, proxies returned by mail, hand delivery or by fax must be received by Computershare Investor Services Inc. by 10:00 a.m. (local time in Vancouver) on November , 2006 or, if the Meeting is adjourned, no later than 48 hours (excluding Saturdays, Sundays and holidays) before the date to which the Meeting has been adjourned, in either case unless the Chairman of the Meeting elects to exercise his discretion to accept proxies received subsequently. Proxies may be delivered to Computershare Investor Services Inc. by mail or by hand at 100 University Avenue, 9th Floor, Toronto, Ontario, M5J 2Y1, or by fax at 1-866-249-7775 (toll free in North America) or at 1-416-263-9524 (international).

Take notice that, pursuant to the Interim Order, if you are a registered holder of common shares of Vista, you may deliver a notice of dissent with respect to the Arrangement Resolution to Vista at or before the Meeting, c/o Macdonald & Company, Suite 200, 204 Lambert Street, Whitehorse, Yukon Territory, Y1A 3T2, Attention: Gareth Howells. As a result of delivering a notice of dissent, you may require Vista to purchase all of your common shares of Vista in respect of which the notice of dissent was given at a price equal to the fair value of such common shares, determined in accordance with the Act.

This Notice of Special Meeting, the Management Information and Proxy Circular, the Letter of Transmittal, and the forms of proxy and notes thereto, for the Meeting are first being sent to Vista Securityholders on or about October , 2006.

DATED at Littleton, Colorado, this day of October, 2006.

BY ORDER OF THE BOARD OF DIRECTORS

Michael B. Richings
President and Chief Executive Officer

iii

NOTICE OF MOTION

IN THE SUPREME COURT OF THE YUKON TERRITORY

Supreme Court No.:

IN THE MATTER OF AN APPLICATION FOR APPROVAL
OF AN ARRANGEMENT UNDER SECTION 195 OF
THE *BUSINESS CORPORATIONS ACT* OF THE YUKON TERRITORY
R.S.Y. 2002, C.20 AND AMENDMENTS THERETO

VISTA GOLD CORP.

Suite 200, 204 Lambert Street
Whitehorse, Yukon
Y1A 3T2

and

ALLIED NEVADA GOLD CORP.

160 Greentree Drive, Suite 101
Dover, Delaware, U.S.A.
19904

PETITIONER

NOTICE OF MOTION

TAKE NOTICE that an application will be made by Gareth C. Howells, the solicitor for the Petitioner, Vista Gold Corp. ("**Vista**"), to the presiding Judge at the Law Courts, 2134 Second Avenue, Whitehorse, Yukon Territory, on the _____ day of November, 2006 at _____ o'clock in the morning or so soon thereafter as Counsel may be heard for a final order approving a Plan of Arrangement (the "**Plan of Arrangement**") under Section 195 of the *Business Corporations Act*, R.S.Y. 2002, c.20, attached as Schedule "A" to the Arrangement and Merger Agreement and attached as Appendix "B" to the Management Information and Proxy Circular accompanying the Notice of Special Meeting of the holders of common shares, options and warrants of Vista (collectively, the "**Securityholders**"). At the hearing, any Securityholder, director, or auditor of Vista, or any other interested party with leave of the Court, desiring to support or oppose the applications may appear for the purpose, either in person or by counsel. If you do not attend, either in person or by counsel, at that time, the Court may approve the Plan of Arrangement as presented, or may approve it subject to such terms and conditions as the Court shall deem fit, without any further notice to you.

AND NOTICE IS FURTHER GIVEN that the Court has given directions as to the calling of a special meeting of the Securityholders for the purpose of voting (together as a single class) to approve the Plan of Arrangement.

AND NOTICE IS FURTHER GIVEN that the Final Order approving the Arrangement will, if made, constitute the basis for an exemption from the registration requirements of the *United States Securities Act of 1933*, as amended, with respect to certain securities of Vista and Allied Nevada Gold Corp. to be received by Securityholders pursuant to the Arrangement.

AND NOTICE IS FURTHER GIVEN that an Order will be sought for the following:

1. An Order that the terms and conditions of the issuance and exchange of securities to and with whom securities are to be issued and exchanged, as set out in the Plan or Arrangement, are procedurally and substantively fair to such persons and to the Petitioner and such terms and conditions are hereby approved.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

2. An Order that the Plan of Arrangement be, and is hereby approved, and shall be implemented in the manner set forth in the Plan of Arrangement and be binding on the Petitioner and the Securityholders and on all other parties who have been served with notice of these proceedings, upon the acceptance of a certified copy of this Order by the Registrar of Corporations for the Yukon Territory.
3. An Order that the Articles of Arrangement attached and forming part of the Order be approved as the form of Articles of Arrangement to be filed with the Yukon Registrar of Corporations pursuant to Section 195(10) of the *Business Corporations Act*, R.S.Y. 2002, c.20.

A copy of the Petition and other documents in the proceedings will be furnished to any Securityholder of Vista or other interested party requesting the same.

AND TAKE FURTHER NOTICE that in support of this Application will be read the Affidavits of _____, _____ and _____, and all the pleadings and proceedings herein and such further and other material as Counsel may advise and this Honourable Court may permit.

This Application is brought pursuant to Section 195 of the *Business Corporations Act*, R.S.Y. 2002, c.20, as amended.

The applicant estimates that the application will take 30 minutes.

If you wish to receive notice of the time and date of the hearing or to respond to the application, you must, within the proper time for response,

- (a) deliver to the applicant:
 - i. 2 copies of a response in Form 124, and
 - ii. 2 copies of each of the affidavits and other documents, not already in the court file, on which you intend to rely at the hearing, and
- (b) deliver to every other party of record:
 - i. one copy of a response in Form 124, and
 - ii. one copy of each of affidavit and other document, not already in the court file, on which you intend to rely at the hearing.

TIME FOR RESPONSE

If the application is for a final judgment under Rule 18A, the response must be delivered on or before the 11th day after the delivery to you of the notice of motion.

In all other cases, the response must be delivered on or before the 8th day after the later of:

- (a) the last date fixed for entry of appearance by you, and
- (b) the date on which the Notice of motion was delivered to you.

DATED: October _____, 2006

Gareth C. Howells
Solicitor for the Petitioner,
Vista Gold Corp.

v

IN THE SUPREME COURT OF THE YUKON TERRITORY

Supreme Court No.:

IN THE MATTER OF AN APPLICATION FOR APPROVAL
OF AN ARRANGEMENT UNDER SECTION 195 OF
THE *BUSINESS CORPORATIONS ACT* OF THE YUKON TERRITORY
R.S.Y. 2002, C.20 AND AMENDMENTS THERETO

VISTA GOLD CORP.

Suite 200, 204 Lambert Street
Whitehorse, Yukon
Y1A 3T2
and

ALLIED NEVADA GOLD CORP.

160 Greentree Drive, Suite 101
Dover, Delaware, U.S.A.
19904

PETITIONER

NOTICE OF MOTION

Macdonald & Company
Barristers & Solicitors
200 - 204 Lambert Street
Whitehorse, Yukon
Y1A 3T2

NOTICE TO UNITED STATES SECURITYHOLDERS

Vista is a Canadian corporation continued under the laws of the Yukon Territory. Allied Nevada is a U.S. corporation incorporated under the laws of Delaware. Certain information in this Circular relating to Vista and Allied Nevada has been prepared in accordance with the disclosure requirements of Canadian corporate and securities laws. The financial statements of Vista included herein, as well as the financial statements of Allied Nevada included herein (which reflect the consolidated historical results of operations, financial position and cash flows of the Subsidiaries of Vista that hold Nevada mineral properties) have been prepared in U.S. dollars and in accordance with Canadian GAAP, are subject to Canadian auditing and auditor independence standards, and thus may not be comparable in all respects to financial statements of U.S. companies whose financial statements are prepared in accordance with U.S. GAAP. Likewise, information concerning the properties and operations of Vista and Allied Nevada has been prepared in accordance with Canadian disclosure standards, which are not comparable in all respects to disclosure standards applicable in the United States. The notes to the historical financial statements of Vista included or incorporated by reference in this Circular will include a reconciliation to U.S. GAAP.

Mineral reserve and resource estimates included and incorporated by reference in this Circular were prepared in accordance with the Canadian Securities Administrators' National Instrument 43-101, which established Canadian standards for public disclosure of scientific and technical information concerning mineral projects. The requirements of National Instrument 43-101 differ from those of the SEC in a number of material respects, and information concerning description of deposits included and incorporated by reference in this Circular may not be comparable to information made public by U.S. companies subject to the reporting requirements of the SEC. Without limiting the foregoing, this Circular and the documents incorporated by reference use the term "resources". U.S. investors are advised that while "resources" are recognized and required to be disclosed under Canadian securities laws, the SEC does not recognize the term or permit it to be used in filings by U.S. companies. Under U.S. standards, a deposit may not be recognized as a "reserve" unless a determination has been made that it may be economically and legally produced or extracted at the time the determination is made. "Resources" are not "reserves" and U.S. investors are cautioned that "resources" may not ever be converted into "reserves". Further, "resources" classified as "inferred resources" have a great amount of uncertainty as to their existence and whether they can be mined economically or legally. It cannot be assumed that "inferred resources" will ever be upgraded to a higher category, and U.S. investors should not assume that all or any part of an "inferred resource" can be legally or economically mined.

Vista Securityholders should be aware that (i) the transactions pursuant to the Plan of Arrangement whereby Vista Shareholders will dispose of Vista Shares and will receive Vista New Shares and Allied Nevada Shares, (ii) the exchange of Vista Options for Vista New Options and Allied Nevada Options, and (iii) the adjustment to Vista Warrants, described herein may have tax consequences both in the U.S. and in Canada. Such consequences for investors who are resident in, or citizens of, the U.S. may not be described fully herein. See "United States Federal Income Tax Considerations".

If Vista determines that a deemed dividend for Canadian tax purposes may arise as a consequence of the disposition of Vista Shares pursuant to the Arrangement by Vista Shareholders not resident in Canada for the purpose of the Tax Act, it will withhold Allied Nevada Shares otherwise owing to such persons and will sell these Allied Nevada Shares, on behalf of such persons, until sufficient net cash proceeds are realized to satisfy Vista's withholding tax obligations. See "Canadian Federal Income Tax Considerations Securityholders Not Resident in Canada Exchange of Vista Shares for New Vista Shares and Allied Nevada Shares".

Enforcement by Vista Securityholders of civil liabilities under the U.S. securities laws may be affected adversely by the fact that Vista is organized under the laws of a jurisdiction other than the U.S., that certain of the officers and directors of Vista and Allied Nevada are residents of a country other than the U.S., that some of the experts named in the Circular are residents of a country other than the U.S., and that a substantial portion of the assets of each of Vista and such persons are located outside of the U.S.

The securities of Vista and Allied Nevada issuable in connection with the Arrangement have not been approved or disapproved by the SEC or securities regulatory authorities in any state, nor has the SEC or the securities regulatory authorities of any state passed on the adequacy or accuracy of this Circular. Any representation to the contrary is a criminal offence.

The securities of Vista and Allied Nevada to be received by Vista Securityholders under the Arrangement have not been and will not be registered under the U.S. Securities Act, and will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof.

Securities of Vista and Allied Nevada received by a holder who will be an "affiliate" of Vista or Allied Nevada after the Arrangement, or is an "affiliate" of Vista or Allied Nevada prior to the Arrangement, will be subject to certain restrictions on resale imposed by the U.S. Securities Act. 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 the issuer. See "Certain Securities Matters U.S. Securities Matters U.S. Resale Restrictions".

FORWARD-LOOKING STATEMENTS

Certain statements in this Circular and the documents incorporated by reference herein constitute "forward-looking statements". All statements, other than statements of historical facts, included in these materials and in press releases and public statements by our officers or representatives, that address activities, events or developments that management of Vista expects or anticipates will or may occur in the future, including such things as future business strategy, competitive strengths, goals, expansion and growth of Vista and Allied Nevada's business, legal proceedings, estimated production, estimated completion dates, estimated exploration expenditures, operations, proven or probable reserves, mineralized material, current working capital, cash operating costs, plans and other such matters, as well as statements made concerning plans and anticipated effects of the Arrangements are forward-looking statements. The words "estimate", "plan", "anticipate", "expect", "intend", "believe" "target", "budget", "may", "schedule" and similar words or expressions identify forward-looking statements. These statements involve known and unknown risks, uncertainties, assumptions and other factors which may cause the actual results, performance or achievements of Vista or Allied Nevada, including anticipated consequences of the Arrangement, to be materially different from any results, performance or achievements expressed or implied by such forward-looking statements. These factors include, without limitation, risks related to the Arrangement, including the risk that the market price of Vista Shares could decrease following the Arrangement, the risk that Vista may sell Allied Nevada Shares of non-resident Vista Shareholders to meet its Canadian withholding tax obligations and such sales may negatively impact the trading price of Allied Nevada Shares, and the risk that Vista may be subject to U.S. federal corporate income tax and Canadian income taxes in connection with its distribution of Allied Nevada Shares. These factors also include risks related to the businesses of Vista and Allied Nevada, including risks that Vista or Allied Nevada's acquisition, exploration and property advancement efforts will not be commercially successful; risks relating to fluctuations in the price of gold, the inherently hazardous nature of mining-related activities, uncertainties concerning reserve and resource estimates, risks relating to intense competition within the mining industry; the potential adverse effect of future sales of Allied Nevada Shares or Vista New Shares on the trading price of such shares, the risk that the Companies' directors may have conflicts of interest through their involvement in other natural resource companies, potential challenges to title in the Companies' mineral properties, potential effects on Vista or Allied Nevada's operations of environmental regulations in the countries in which it operates; fluctuations in foreign currency values, risks due to legal proceedings; uncertainty of being able to raise capital on favourable terms or at all; and risks that may affect Vista's ability to complete the proposed Arrangement including risks that Vista may be unable to obtain required securityholder, court or third party approvals, as well as those factors discussed in Vista's latest Annual Report on Form 10-K, Allied Nevada's registration statement under the U.S. Exchange Act on Form 10, and Vista and Allied Nevada's other filings with the SEC. Additional risks for Allied Nevada include, as a newly formed independent company, its lack of operating history; the risk that it may lose key personnel or fail to attract and retain personnel; its dependence on outside sources to place its mineral properties into production; the risk that Allied Nevada may experience difficulty in managing its growth; the potential adverse effect on its business of the costs of complying or failing to comply with the *Sarbanes-Oxley Act of 2002*; the potential lack of adequate liquidity for its shares; and the risks inherent in accurately valuing Allied Nevada Shares. Please see "Risk Factors" below for more information about these and other risks. Vista Securityholders are cautioned against attributing undue certainty to forward-looking statements. Although Vista has attempted to identify important factors that could cause actual results to differ materially from those described in forward-looking statements, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that these statements will

prove to be accurate as actual results and future events could differ materially from those anticipated in the statements. Vista assumes no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise.

CURRENCY AND EXCHANGE RATE INFORMATION

All dollar amounts set forth in this Circular are in U.S. dollars, except where otherwise indicated.

The following table sets out certain exchange rates based upon the noon buying rate in New York City for cable transfers in Canadian dollars as certified for customs purposes by the Federal Reserve Bank of New York. The rates are set out as U.S. dollars per CDN\$1.00 and are the inverse of the rates quoted by the Federal Reserve Bank of New York for Canadian dollars per U.S.\$1.00.

	Year's Ended December 31,				Six Months Ended June 30, 2006
	2002	2003	2004	2005	
Low	0.6200	0.6349	0.7158	0.7872	0.8528
High	0.6619	0.7738	0.8492	0.8690	0.9100
Average	0.6368	0.7186	0.7702	0.8276	0.8787
The inverse of the Bank of Canada noon rate on October 1, 2006 was CDN\$1.00 = U.S.\$ 1.00.					

METRIC/IMPERIAL CONVERSION TABLES

To Convert Metric Measurement Units	To Imperial Measurement Units	Multiply by
Hectares	Acres	2.4711
Meters	Feet	3.2808
Kilometers	Miles	0.6214
Tonnes	Tons (short)	1.1023
Liters	Gallons	0.2642
Grams	Ounces (troy)	0.0322
Grams per tonne	Ounces (troy) per ton (short)	0.0292
To Convert Imperial Measurement Units	To Metric Measurement Units	Multiply by
Acres	Hectares	0.4047
Feet	Meters	0.3048
Miles	Kilometers	1.6093
Tons (short)	Tonnes	0.9072
Gallons	Liters	3.7850
Ounces (troy)	Grams	31.103
Ounces (troy) per ton (short)	Grams per tonne	34.286

SUMMARY

This summary is qualified in its entirety by the more detailed information appearing elsewhere in the Notice of Special Meeting and this Circular, including the Appendices which are incorporated into and form part of this Circular. Terms with initial capital letters in this Summary are defined in the Glossary of Terms beginning on page 14.

Unless otherwise indicated, the information contained in this Circular is as of October , 2006.

Date, Place and Purpose of Meeting

The Meeting will be held at the offices of Borden Ladner Gervais LLP, Suite 1200, 200 Burrard Street, Vancouver, British Columbia, Canada, on November , 2006 at 10:00 a.m. (local time in Vancouver) to consider the Arrangement under which Vista will transfer its existing Nevada-based properties into a recently incorporated company, Allied Nevada Gold Corp., that will concurrently acquire the Nevada mineral assets of the Pescios and, if thought advisable, to approve the Arrangement by passing the Arrangement Resolution. Under the Arrangement, Vista Shareholders will exchange their Vista Shares and will receive Vista New Shares and Allied Nevada Shares; holders of Vista Options will exchange their Vista Options for options to acquire Allied Nevada Shares and options to acquire Vista New Shares; and holders of Vista Warrants will have their Vista Warrants adjusted in accordance with the terms of the warrants. See "The Arrangement Transaction Mechanics".

Return of Proxy

This Circular is furnished in connection with the solicitation of proxies by the management of Vista for use at the Meeting. If a Registered Securityholder is unable to be present at the Meeting in person, he or she may vote by completing the applicable enclosed form(s) of proxy (the *white* form of proxy in the case of holders of shares, the *yellow* form of proxy in the case of holders of options and the *green* form of proxy in the case of holders of warrants). A Registered Securityholder may appoint as proxyholder a person other than the management of Vista named in the accompanying form(s) of proxy by inserting the name of that other person, who need not be a Registered Securityholder, in the blank space provided in the applicable form(s) of proxy or by completing another proper form of proxy.

If a Registered Securityholder does not specify a choice by checking either of the boxes marked "For" or "Against", the nominee named in the proxy will vote FOR the Arrangement Resolution.

In order for the proxy to be valid, a Registered Securityholder must:

- (a) sign and print his or her name on the lines specified for such purpose at the bottom of the form of proxy; and
- (b) return the properly executed and completed proxy to be received by 10:00 a.m. (local time in Vancouver) on November , 2006:
 - (i) by mailing it or delivering by hand in the appropriate enclosed return envelope addressed to Computershare Investor Services Inc.; or
 - (ii) by faxing it to Computershare Investor Services Inc.

Please refer to the discussion under the heading "General Proxy Information" for further information with respect to proxies.

See "General Proxy Information".

The Arrangement

Management of Vista believes that the current market price of its securities does not adequately reflect the underlying value of its properties. By moving its Nevada properties into Allied Nevada and acquiring the Nevada-based mineral assets of the Pescios to create a single, Nevada-focused gold company, management of Vista believes that Vista Shareholders will be more likely to realize the value of those underlying assets over time. In addition, management of Vista believes that the combined Nevada properties of Vista and the Pescios would represent one of the largest exploration packages ever assembled in Nevada, with approximately 190,000 acres of prospective patented and

unpatented mining claims.

Allied Nevada's business plan will be to use the best available management and geologic talent to expand existing discoveries. Initially, Allied Nevada will place priority and emphasis on the evaluation of the deeper, higher-grade potential at the Hycroft mine and the generation of drill-ready targets for substantial exploration programs. Development of the existing Hycroft mine reserves may be deferred until the drill program and evaluation of the potentially larger resource are completed.

See "The Arrangement".

Fairness Opinion

On September 15, 2006, Sprott provided an oral opinion to the Special Committee, which was later confirmed by the delivery of its Fairness Opinion dated September 22, 2006, which Fairness Opinion states that, based upon and subject to the various matters described or referred to in the Fairness Opinion, as of September 22, 2006, the Arrangement is fair, from a financial point of view, to the Vista Shareholders. Vista Securityholders are urged to, and should, read the full text of the Fairness Opinion, which is attached as Appendix "E" to this Circular, for a complete description of the factors considered, the assumptions made and the limitations on the review undertaken by Sprott in rendering the Fairness Opinion. See "The Arrangement Fairness Opinion".

Special Committee

On May 8, 2006, the Vista Board appointed a Special Committee comprised of Messrs. W. Durand Eppler, John Clark and Tom Ogryzlo. The Special Committee's mandate included reviewing the terms of a proposed acquisition of properties from the Pescios and engaging financial and other advisors for the purpose of assisting the Special Committee in assessing whether the Arrangement is fair to the Vista Securityholders and in the best interests of Vista as a whole, and to provide a recommendation to the Vista Board with respect to the Arrangement. The Special Committee retained Sprott to provide financial advice and a fairness opinion. A copy of the Fairness Opinion of Sprott is attached as Appendix "E" to this Circular.

After considering the Fairness Opinion, the advice provided by its legal and financial advisors, and the other factors summarized in this Circular, including those summarized under "Rationale for the Arrangement" below, the Special Committee unanimously determined that the Arrangement is in the best interests of Vista and is fair to the Vista Securityholders, and recommended that the Vista Board authorize the submission of the Arrangement to the Court and Vista Securityholders for approval.

See "The Arrangement Background to the Arrangement" and "The Arrangement Rationale for the Arrangement".

Rationale for the Arrangement

In reaching its conclusion and making its recommendation, the Special Committee considered a range of factors, including, among other things, the following reasons and considerations:

- (a) the Arrangement has emerged as the strategic alternative that provides the highest Vista Shareholder value with acceptable risk;
- (b) the Vista Board's assessment that none of the other strategic alternatives to the Arrangement available to Vista were reasonably likely to present superior opportunities for Vista or to create greater value for Vista Shareholders; and
- (c) the creation of two separate public companies dedicated to the pursuit of their respective businesses provides Vista Securityholders with additional investment choices and enhanced flexibility.

See "The Arrangement Rationale for the Arrangement".

Approval and Recommendation of the Vista Board

The Vista Board, after taking into consideration, among other things, the recommendation of the Special Committee and the Fairness Opinion of Sprott, has unanimously concluded that the Arrangement is fair to, and in the best interests of, Vista and Vista Securityholders, and has authorized submission of the Arrangement to the Vista Securityholders and to the Court for approval. **The Vista Board unanimously recommends that Vista Securityholders vote in favour of the Arrangement.** See "The Arrangement Approval and Recommendation of the

Vista Board".

Transaction Mechanics

Pursuant to the Arrangement (a) Vista will transfer all of the issued and outstanding shares of Vista U.S., a wholly-owned subsidiary of Vista, and \$25 million in cash to Allied Nevada in return for a number of Allied Nevada Shares equal to 27,500,000 less the number of Option Shares (as defined in the Plan of Arrangement), and (b) the Pescios will transfer all of their interest in the Pescio Nevada Assets to Allied Nevada Holdings, a wholly-owned subsidiary of Allied Nevada, in return for 12,000,000 Allied Nevada Shares and \$15 million in cash from Allied Nevada.

Of the Allied Nevada Shares received by Vista pursuant to the Arrangement, Vista intends to retain certain of the shares to facilitate the payment of any taxes payable by Vista in respect of the Arrangement and to distribute, subject to applicable withholding taxes, the balance of the shares to holders of Vista Shares as described below. Accordingly, upon completion of the Arrangement, the issued and outstanding Allied Nevada Shares will be held by Vista and/or Vista Shareholders (including holders of Vista Shares acquired through the Vista Financing) and by the Pescios.

The Arrangement provides that each Vista Share (other than Vista Shares held by Vista Shareholders who have validly exercised Dissent Rights as contemplated in Article 3 of the Plan of Arrangement) shall be and shall be deemed to be exchanged and, subject to Article 2 of the Plan of Arrangement, the holder thereof shall receive, from Vista, subject to applicable withholding taxes, in respect of every Vista Share so exchanged, (a) one Vista New Share (which has the same rights and restrictions as a Vista Share), and (b) a *pro rata* portion of (i) the number of Allied Nevada Shares received by Vista as part of the Arrangement less (ii) the number of Allied Nevada Shares retained by Vista to facilitate the payment of any taxes payable by Vista in respect of the Arrangement.

The exact number of Allied Nevada Shares: (i) issuable to Vista under the Arrangement; and (ii) to be retained by Vista to facilitate payment of taxes payable by Vista as a result of the Arrangement will not be determined until immediately prior to the Effective Date. The press release issued by Vista in connection with the completion of the Arrangement will disclose these amounts as well as the number of Allied Nevada Shares which will, thereafter, be distributed, subject to applicable withholding taxes, to Vista Shareholders as part of the Arrangement.

As an example, if the fair market value of the Vista Shares two days prior to the Effective Date was \$10.00 and the fair market value of the Allied Nevada Shares on the Effective Date was estimated by Vista to be \$5.00, the following would result:

- (a) the total number of Allied Nevada Shares issuable by Allied Nevada to Vista would be **[26,869,000]** (27,500,000 less **[631,000]** Option Shares); and
- (b) the total number of Allied Nevada Shares retained by Vista to facilitate payment of taxes payable by Vista would be 1,000,000.

Accordingly, a total of **[25,869,000]** Allied Nevada Shares would be available for distribution, subject to applicable withholding taxes, to Vista Shareholders.

It should be noted that the foregoing is simply a sample calculation based on the assumptions described above and on the assumption that Cdn\$1.00 equals U.S.\$0.90 on the Effective Date and that [946,500] Vista Options are outstanding on the Effective Date. To the extent that the actual variables (including the fair market value of Vista Shares and the fair market value of Allied Nevada Shares) turn out to be different from the assumed amounts described above, the actual number of Allied Nevada Shares available for distribution to Vista Shareholders could be materially different than the sample described above.

No fractional shares will be issued by Vista or Allied Nevada. In lieu of a fractional Allied Nevada Share, a holder who would otherwise receive a fraction of such shares will receive a cash payment from Vista equal to the product of (A) such fractional interest multiplied by (B) \$5.00.

In addition, pursuant to the Arrangement, Vista Options, to the extent that they have not expired or been exercised prior to the Meeting, shall be exchanged for Vista New Options and Allied Nevada Options, having, in total, the same In-the-Money Amount immediately after the exchange as the In-the-Money Amount of the Vista Options immediately before the exchange. All Vista New Options issued by Vista in such exchange will be issued under the Vista Stock Option Plan. All options of Allied Nevada issued in such exchange will be issued under the Allied Nevada Special Stock Option Plan.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Further, each Vista Warrant, to the extent that it has not expired or been exercised prior to the Meeting shall be adjusted in accordance with its terms.

With respect to each Vista Share and Vista Option exchanged pursuant to the Plan of Arrangement, without any further act or formality: (i) the holder thereof shall cease to be the holder of such security and the name of the holder thereof shall be removed from the register, or other record, of holders of such securities of Vista; and (ii) the holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to exchange such Vista Share or Vista Option.

See "The Arrangement Transaction Mechanics".

Vista Financing

The Arrangement Agreement provides that Vista will use commercially reasonable efforts to complete the Vista Financing, to raise not less than \$25 million prior to the Effective Time. See "The Arrangement Agreement Vista Reorganization".

Vista Reorganization

Prior to the Effective Time, Vista has agreed to use commercially reasonable efforts to ensure that all the Vista Nevada Assets are held by Vista U.S. or Subsidiaries wholly-owned by Vista U.S. See "The Arrangement Agreement Vista Reorganization".

Effective Date

The Arrangement Agreement provides that the Effective Date shall be as soon as practicable following satisfaction or waiver of each of the conditions precedent in the Arrangement Agreement and the completion of all steps required by the Plan of Arrangement to be completed prior to the Effective Date. As at the date hereof, it is expected that the Effective Date of the Arrangement will be on or about November , 2006. See "The Arrangement Agreement Effective Date of the Arrangement".

Conditions to the Arrangement Becoming Effective

Completion of the Arrangement is subject to a number of conditions being fulfilled on or before the Effective Date, including the principal conditions described below.

Required Securityholder Approval

In order to become effective, the Arrangement Resolution must be approved by at least 66²/₃% of the votes cast by the holders of Vista Shares, Vista Options and Vista Warrants, voting together as a single class at the Meeting, as well as, by at least a simple majority of the votes cast by holders of Vista Shares.

To the best of the knowledge of the directors and officers of Vista, as of October , 2006, there is no person who beneficially owned or exercised control or direction over Vista Securities carrying more than 10% of the votes entitled to be cast by Vista Securityholders at the Meeting.

As of October , 2006, the directors and officers of Vista, as a group, beneficially owned or had voting control or direction over Vista Shares, Vista Warrants and Vista Options, resulting in their controlling an aggregate of approximately % of the total number of votes entitled to be cast at the Meeting.

Required Court Approval

On October , 2006, Vista obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters. The Interim Order is attached as Appendix "C" to this Circular.

The Act provides that an arrangement requires Court approval. Subject to the terms of the Arrangement Agreement and, if the Arrangement Resolution is approved at the Meeting by Vista Securityholders in the manner required by the Interim Order, Vista will make application to the Court for the Final Order at the Law Courts, 2134 Second Avenue, Whitehorse, Yukon Territory, on November , 2006 at (local time in Whitehorse) or as soon thereafter as counsel may be heard. The Notice of Motion for the Final Order accompanies this Circular. Any Vista Securityholder, or other interested party with leave of Court, who wishes to

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

participate or be represented at the hearing may do so, subject to filing with the Court and serving on Vista, an appearance and a response, in the form prescribed by the Rules of Court of the Court, with the Court and delivers a copy of the filed Appearance, together with a copy of all material on which such person intends to rely at the application for the Final Order, including an outline of such person's proposed submissions, to Macdonald & Company at Suite 200, 204 Lambert Street, Whitehorse, Yukon Territory, Y1A 3T2, on or before (local time in Whitehorse) on November , 2006 or such later date as the Court may determine.

Other Conditions to Closing

The Arrangement Agreement also provides that the obligations of the parties to complete the Arrangement are subject to the satisfaction, on or before the Effective Date, of certain conditions precedent, each of which may only be waived by the mutual consent of Vista and the Pescios. Those conditions include:

- (a) the Final Order shall have been obtained in form and terms satisfactory to each of Vista and the Pescios acting reasonably and shall not have been set aside or modified in a manner unacceptable to either of such parties, acting reasonably, on appeal or otherwise;
- (b) on or before the Effective Date, the Allied Nevada Shares and Vista New Shares to be issued pursuant to the transactions contemplated hereby shall have been conditionally approved for listing on the TSX, subject only to the filing of customary required documents and, immediately prior to the Effective Time, such shares shall be listed and posted for trading on the TSX;
- (c) there cannot be any court order or degree preventing the completion of the Arrangement;
- (d) all required consents, waivers, permits, orders and approvals of any Governmental Entity (including the Appropriate Regulatory Approvals) shall have been received on terms satisfactory to Vista and the Pescios, acting reasonably;
- (e) there shall not be pending or threatened any suit, action or proceeding by any Governmental Entity or other Person seeking to prohibit or restrict the completion of the transactions contemplated hereby or seeking to obtain from any party hereto damages which could be material to such party in connection with the completion of such transactions;
- (f) the Arrangement Agreement shall not have been terminated in accordance with its terms or otherwise; and
- (g) on or before the Effective Date, Vista and each of the Pescios shall deliver to Allied Nevada a properly executed statement or statements in a form reasonably acceptable to Allied Nevada for purposes of satisfying Allied Nevada's obligations under U.S. Treasury Regulation, Sections 1.1445-2 and 1.897-2 if applicable or such amount of cash as shall satisfy Allied Nevada's withholding obligations in respect to such party on account of the transactions contemplated hereby under U.S. *Internal Revenue Code of 1986*, Sections 1441 and 1445.

See "The Arrangement Agreement Conditions to Closing".

Termination

Each of Vista or either of the Pescios may terminate the Arrangement Agreement if any condition precedent to the completion of the Arrangement in its favour has not been satisfied at or prior to the Termination Date other than as a result of a material default by it, subject in some cases to notice and cure period (as described above under "Conditions to Closing Notice and Cure Provisions"). In addition, the Arrangement Agreement may be terminated prior to the Termination Date:

- (i) by the mutual agreement of the parties to the Arrangement Agreement;
- (ii) by either Vista or either of the Pescios, if there shall be passed any Law that makes consummation of the transactions contemplated by the Arrangement Agreement illegal or otherwise prohibited; and

(iii)

by Vista or either of the Pescios if the approval of the Vista Securityholders shall not have been obtained by reason of the failure to obtain the required vote on the Arrangement Resolution at the Meeting.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

If the Effective Date does not occur on or prior to the Termination Date, then the Arrangement Agreement shall automatically terminate. See "The Arrangement Agreement Termination".

Dissent Rights

Pursuant to the Interim Order, only Registered Shareholders have the right to dissent with respect to the Arrangement Resolution, if Vista, in care of Macdonald & Company, Suite 200, 204 Lambert Street, Whitehorse, Yukon Territory, Y1A 3T2, Attention: Gareth Howells, at or before the Meeting, receives from such holder a written objection and the Vista Shareholder otherwise complies with Section 193 of the Act, as modified by the Interim Order. Provided the Arrangement becomes effective, each Dissenting Shareholder will be entitled to be paid by Vista the fair value of the Vista Shares in respect of which such Vista Shareholder dissents in accordance with Section 193 of the Act, as modified by the Interim Order. The full text of Section 193 of the Act is set out in Appendix "D" to this Circular. **Beneficial owners of Vista Shares registered in the name of a broker, custodian, nominee or other intermediary who wish to dissent should be aware that only the registered holders of Vista Shares are entitled to dissent. Accordingly, a beneficial owner of such Vista Shares desiring to exercise the right of dissent must make arrangements for the Vista Shares beneficially owned by such Vista Shareholder to be registered in such Vista Shareholder's name prior to the time the written objection to the Arrangement Resolution is required to be received by Vista, or alternatively, make arrangements for the registered holder of such Vista Shares to dissent on the Vista Shareholder's behalf.** See "Dissent Rights".

It is a condition of the Arrangement that Vista Shareholders shall not have exercised Dissent Rights with respect to more than 5% of the outstanding Vista Shares. See "The Arrangement Agreement Conditions to Closing Conditions Precedent for the Benefit of the Pescios".

See "Dissent Rights".

Interests of Certain Persons in the Arrangement

Certain directors and senior officers of Vista and other persons may have certain interests in connection with the Arrangement that may present them with actual or potential conflicts of interest in connection with the Arrangement. See "The Arrangement Agreement Interests of Certain Persons in the Arrangement" and "Interest of Certain Persons in Material Transactions and the Arrangement".

Canadian Federal Income Tax Considerations

Vista Shareholders Resident in Canada

The exchange of Vista Shares for Vista New Shares and Allied Nevada Shares pursuant to the Arrangement may be a taxable transaction for Vista Shareholders resident in Canada.

A Vista Shareholder resident in Canada (other than a dissenting Vista Shareholder) whose Vista Shares are exchanged pursuant to the Arrangement will be deemed to have disposed of such shareholder's Vista Shares for proceeds of disposition equal to the greater of the Vista Shareholder's adjusted cost base of such shareholder's Vista Shares and the aggregate fair market value of the Allied Nevada Shares that are received by such Vista Shareholder pursuant to the Arrangement plus the amount of any cash received in lieu of fractional shares. Vista will advise Vista Shareholders of the amount that it believes to be the fair market value of the Allied Nevada Shares on the Effective Date by posting this information on its website shortly after the Effective Date. However, this amount will not be binding on the CRA and counsel expresses no opinion in respect of such amount. If a Vista Shareholder resident in Canada is deemed to receive a dividend as a consequence of the Arrangement, such shareholder's proceeds of disposition would be reduced by the amount of the deemed dividend. A Vista Shareholder resident in Canada will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition for the Vista Shares so determined, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Vista Shareholder of such Vista Shares immediately before the exchange. See "Canadian Federal Income Tax Considerations Securityholders Resident in Canada Exchange of Vista Shares for Vista New Shares and Allied Nevada Shares".

If the fair market value of the Allied Nevada Shares and the amount of any cash in lieu of fractional shares received by a Vista Shareholder exceeds the paid-up capital of the Vista Shares exchanged pursuant to the

Arrangement, such shareholder will be deemed to receive a dividend equal to the amount of such excess. At June 30, 2006, management of Vista believes that the paid-up capital of each Vista Share was CDN\$5.13; however, this amount will change prior to the Effective Date as Vista issues additional Vista Shares (including in respect of the Vista Financing). A determination of whether a Vista Shareholder will be deemed to receive a dividend and the amount of any such dividend cannot be made at this time because it will be dependent on the fair market value, on the Effective Date, of the Allied Nevada Shares distributed by Vista pursuant to the Arrangement and the paid-up capital of the Vista Shares on the Effective Date. See "Canadian Federal Income Tax Considerations Securityholders Resident in Canada Exchange of Vista Shares for Vista New Shares and Allied Nevada Shares".

The tax consequences of holding Vista New Shares will be similar to the tax consequences of holding Vista Shares. However, because Allied Nevada will not be a taxable Canadian corporation, the tax consequences to a Vista Shareholder resident in Canada of holding and disposing of Allied Nevada Shares will differ in some material respects from the tax consequences of holding and disposing of Vista Shares and Vista New Shares. See "Canadian Federal Income Tax Considerations Securityholders Resident in Canada Holding and Disposing of Allied Nevada Shares".

Vista Shareholders Not Resident in Canada

The exchange of Vista Shares for Vista New Shares and Allied Nevada Shares pursuant to the Arrangement may be a taxable transaction for Vista Shareholders not resident in Canada ("**Non-Resident Shareholders**").

A Non-Resident Shareholder (other than a dissenting Vista Shareholder) whose Vista Shares are exchanged pursuant to the Arrangement will generally be deemed to receive a dividend equal to the amount, if any, by which the fair market value of the Allied Nevada Shares and the amount of any cash in lieu of fractional shares received by such shareholder exceeds the paid-up capital of the Vista Shares exchanged pursuant to the Arrangement. At June 30, 2006, management of Vista believes that the paid-up capital of each Vista Share was CDN\$5.13; however, this amount will change prior to the Effective Date as Vista issues additional Vista Shares (including in respect of the Vista Financing). A determination of whether a Non-Resident Shareholder will be deemed to receive a dividend and the amount of any such dividend cannot be made at this time because it will be dependent on the fair market value, on the Effective Date, of the Allied Nevada Shares distributed by Vista pursuant to the Arrangement and the paid-up capital of the Vista Shares on the Effective Date.

A deemed dividend arising as a result of the disposition of Vista Shares pursuant to the Arrangement will be subject to Canadian withholding tax at the rate of 25% of the deemed dividend. This rate may be reduced under an applicable tax treaty or convention between Canada and the country in which the Non-Resident Shareholder resides. If Vista determines that a deemed dividend may arise as a consequence of the Arrangement, it will withhold Allied Nevada Shares otherwise owing to Non-Resident Shareholders and will sell these Allied Nevada Shares, on behalf of the Non-Resident Shareholders, until sufficient net cash proceeds are realized to satisfy Vista's withholding tax obligations. See "Canadian Federal Income Tax Considerations Securityholders Not Resident in Canada Exchange of Vista Shares for Vista New Shares and Allied Nevada Shares".

This Circular contains a summary of the principal Canadian federal income tax considerations of the Arrangement relevant to residents and non-residents of Canada and the above comments are qualified in their entirety by reference to such summary. See "Canadian Federal Income Tax Considerations". **This summary is of a general nature only and it is not exhaustive of all possible Canadian federal income tax considerations applicable to Vista Shareholders pursuant to the Arrangement. No advance tax ruling has been applied for or obtained from the CRA to confirm the tax consequences of the transactions described herein. Moreover, the income or other tax consequences of the Arrangement will vary depending on the Vista Shareholder's particular circumstances. Accordingly, this summary is of a general nature only and is not, and is not intended to be legal or tax advice to any Vista Shareholder. Vista Shareholders should consult their own tax advisors for advice with respect to the tax consequences of the Arrangement based on their particular circumstances.**

See "Canadian Federal Income Tax Considerations".

United States Federal Income Tax Considerations

NOTICE PURSUANT TO IRS CIRCULAR 230: NOTHING CONTAINED IN THIS SUMMARY CONCERNING ANY U.S. FEDERAL TAX ISSUE IS INTENDED OR WRITTEN TO BE USED, AND IT CANNOT BE USED FOR THE PURPOSE OF AVOIDING U.S. FEDERAL TAX PENALTIES UNDER THE CODE (AS DEFINED BELOW). THIS SUMMARY WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED BY THIS CIRCULAR. EACH SHAREHOLDER SHOULD SEEK U.S. FEDERAL TAX ADVICE, BASED ON SUCH SHAREHOLDER'S PARTICULAR CIRCUMSTANCES, FROM AN INDEPENDENT TAX ADVISOR.

Vista Shareholders Who Are U.S. Holders

Subject to the PFIC Rules (See "United States Federal Income Tax Considerations – Certain U.S. Federal Income Tax Considerations for U.S. Holders – Passive Foreign Investment Company Rules") the distribution of Allied Nevada Shares to Vista Shareholders pursuant to the Arrangement will be treated as a distribution in respect of Vista Shares which is required to be included in gross income as a dividend for United States federal income tax purposes the fair market value of Allied Nevada Shares received by them (including the amount of any cash received in lieu of fractional shares) to the extent that Vista has current or accumulated earnings and profits. To the extent that the gross fair market value of such Allied Nevada Shares and cash exceeds current and accumulated earnings and profits of Vista, such excess will be treated first as a return of capital up to the U.S. Holder's adjusted tax basis in Vista Shares, and thereafter as gain from the sale or exchange of Vista Shares. A precise determination of the U.S. tax treatment of the distribution cannot be made at this time because it will be dependent on the fair market value, on the Effective Date, of the Allied Nevada Shares distributed by Vista pursuant to the Arrangement and the adjusted basis of each U.S. Holder's Vista Shares. Vista will advise Vista Shareholders of the amount that it believes to be the fair market value of the Allied Nevada Shares on the Effective Date by posting this information on its website shortly after the Effective Date. This amount is not definitive and will not be binding on the Internal Revenue Service. (See "United States Federal Income Tax Considerations – Certain U.S. Federal Income Tax Considerations for U.S. Holders – Distribution of Allied Nevada Share – Consequences of the Distribution").

Vista was classified as a passive foreign investment company ("**PFIC**") for its most recent taxable year ended prior to the Effective Date of the Arrangement date of the Distribution, was a PFIC in earlier taxable years and will be a PFIC for its current taxable year and is likely to continue be a PFIC in subsequent taxable years until it has significant operating income. Classification as a PFIC means that the application of many of the general rules described in the preceding paragraph may be materially adversely different. For example, dividends and gains may not qualify for preferential rates, and the amount included in income may be greater. The U.S. tax consequences of the distribution of Allied Nevada Shares will depend on which of the several elections available to U.S. Holders of shares in PFICs have been, or will be made, by each U.S. Holder. These elections, which are described in the discussion, headed "Certain U.S. Federal Income Tax Considerations for U.S. Holders-Passive Foreign Investment Company Rules" consist of a non-qualifying fund (the result of making no election), a QEF election, a mark-to-market election and a deemed sale election. There are strict rules as to the timing of these elections, and the consequences of these elections may be both complex and costly. **BECAUSE THE CONSEQUENCES OF THE VARIOUS PFIC ELECTIONS WILL VARY FOR EACH U.S. HOLDER BASED ON ITS SPECIFIC CIRCUMSTANCES, EVERY U.S. HOLDER WHO HAS NOT YET ACTED IN RESPECT TO THE PFIC STATUS OF ITS VISTA SHARES SHOULD IMMEDIATELY CONSULT WITH ITS INDEPENDENT U.S. TAX ADVISOR.**

The U.S. tax attributes of Vista Shares will be the same before and after the distribution of Allied Nevada Shares except that adjusted basis of each U.S. Holder's Vista Shares will be reduced by the amount of the distribution which is treated as return of capital or adjusted in accordance with the PFIC Rules as applied to such U.S. Holder. The U.S. tax attributes of Allied Nevada for U.S. Holders will be like those of most publicly traded U.S. corporations. Each U.S. Holder will have an initial basis equal to the fair market value, on the Effective Date, of the Allied Nevada Shares distributed by Vista pursuant to the Arrangement and a holding period which commences on the Effective Date, and dividends and gains may qualify for preferential rates.

U.S. Tax Consequences to Vista Shareholders Who Are Not U.S. Holders and Hold Allied Nevada Shares as a Result of the Arrangement

Non-U.S. Holders will generally not have any income or gain as a result of the distribution of Allied Nevada Shares pursuant to the Arrangement. The U.S. does not generally tax non-resident aliens on dividends and other distribution from non-U.S. corporations. The U.S. does not tax non-resident aliens on U.S. capital gains from stock unless they are in the U.S. for more than 183 days in the tax year in which the gain is realized and recognized or the gains are effectively connected with a U.S. trade or business. If the non-resident alien is within the U.S. for more than 183 days in the tax year in which the gain is realized and recognized and the gains are not effectively connected with a U.S. trade or business, the gains are subject to withholding at a 30% or lower treaty rate. If the gains are effectively connected with a U.S. trade or business, they are taxed at graduated individual or corporate rates. Allied Nevada is likely to be a United States Real Property Holding Corporation ("USRPHC"). A USRPHC is treated as a U.S. real property interest ("USRPI") and gain or loss from the disposition of a USRPI is generally treated as gain which is effectively connected with a U.S. trade or business. However, shares of a class of stock that is regularly traded on an established securities market are generally not treated as a USRPI. Although it is not certain, it appears likely that the Allied Nevada Shares distributed to Vista Shareholders will be regularly traded on an established securities market immediately after the Distribution and that only Non-U.S. Holders who directly or constructively own more than 5% of the Allied Nevada Shares will be required to treat their Allied Nevada Shares as a USRPI.

Distributions by Allied Nevada to its shareholders with respect to stock are treated first as dividends to the extent that Allied Nevada has current or accumulated earnings and profits, then by shareholder as return of capital to the extent of the shareholder's adjusted basis for its Allied Nevada Shares and thereafter as gain from sale or exchange of the shareholder's Allied Nevada Shares. The dividend component of any such distribution is treated as U.S. source gross income for Non-U.S. Holders of Allied Nevada Shares, and they will be subject to withholding with respect to so much of the distribution as is treated as a dividend at rate of 30% or at a lower treaty rate (15% under the Canada/U.S. Tax Treaty). If the Allied Nevada Shares are a USRPI, a 10% withholding tax may be imposed on the gain component of any such distribution. Non-U.S. Holders may be required to provide specific documentation to claim a treaty exemption or other relief or to avoid withholding with respect to the entire distribution.

Shares of stock of a company incorporated in the U.S. such as Allied Nevada are considered U.S. situs property for U.S. estate tax purposes and will be subject to U.S. estate tax if they are owned by an individual Non-U.S. Holder at the death of the Non-U.S. Holder unless relief is available under a treaty. The U.S.-Canada estate tax does not provide such relief. **SINCE THE U.S. ESTATE TAX CONSEQUENCES ARISING FROM THE DEATH OF AN ALLIED NEVADA SHAREHOLDER MAY BE SEVERE EACH NON-U.S. HOLDER SHOULD ADDRESS THIS AS PART OF THE SHAREHOLDER'S ESTATE PLAN AND OBTAIN THE ADVICE OF A COMPETENT INDEPENDENT TAX ADVISOR.** Non-U.S. Holders of Allied Nevada Shares who are individuals are generally not subject to the federal gift tax on transfers of intangible personal property such as the Allied Nevada Shares.

THIS SUMMARY IS OF A GENERAL NATURE ONLY AND IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED TO BE, LEGAL, BUSINESS OR TAX ADVICE TO ANY PARTICULAR SECURITYHOLDER. EACH NON-U.S. HOLDER SHOULD SEEK U.S. FEDERAL TAX ADVICE, BASED ON SUCH NON-U.S. HOLDER'S PARTICULAR CIRCUMSTANCES, FROM AN INDEPENDENT TAX ADVISOR.

The foregoing summary is qualified in its entirety by the more detailed discussion of U.S. federal income tax consequences of the Arrangement set forth under the heading "United States Federal Income Tax Considerations".

Other Tax Considerations

This Circular does not address any tax considerations of the Arrangement other than the principal Canadian federal income tax considerations and the principal U.S. federal income tax considerations. **Vista Shareholders who are resident in jurisdictions other than Canada or the United States should consult their tax advisors with respect to the tax implications of the Arrangement and with respect to the tax implications of owning Vista New Shares and Allied Nevada Shares. All Vista Shareholders should consult their own tax advisors**

regarding federal, provincial, territorial, state, local or other tax considerations of the Arrangement or of holding Vista New Shares and Allied Nevada Shares having regard to their circumstances.

Stock Exchange Listings

The issued and outstanding Vista Shares are listed and posted for trading on the Exchanges under the trading symbol "VGZ". Applications will be made to list both the Vista New Shares (under the trading symbol "VGZ") and the Allied Nevada Shares (under the trading symbol "ANV") on the TSX prior to the Effective Time of the Arrangement. The listing of the Allied Nevada Shares and the Vista New Shares on the TSX will be subject to, among other things, meeting the minimum listing requirements and obtaining the TSX's approval. Prior to the Effective Date, application will be made to list the Vista New Shares and the Allied Nevada Shares on the AMEX. It is expected that the listing of such shares on the AMEX will occur as soon as possible after the Effective Date. The Vista Shares will be delisted from the Exchanges following the Effective Date. The closing price of the Vista Shares on July 7, 2006, the last trading day prior to the public announcement of the Arrangement, was CDN\$10.45 per Vista Share on the TSX and \$9.39 per Vista Share on the AMEX, and on the Record Date was CDN\$ per Vista Share on the TSX and \$ per Vista Share on the AMEX. The average closing price of the Vista Shares on the TSX during the 30 trading days ending on October , 2006 was approximately CDN\$ per Vista Share on the TSX and \$ per Vista Share on the AMEX.

See "Certain Securities Matters Canadian Securities Matters Stock Exchange Listings".

Deposit of Vista Shares under Letter of Transmittal

Registered holders of Vista Shares may exchange their certificates representing Vista Shares for certificates representing the Vista New Shares and the Allied Nevada Shares to which they are entitled under the Arrangement by properly completing and returning the Letter of Transmittal that is enclosed with this Circular in accordance with the instructions contained therein, together with all other documents required thereby. Registered holders of Vista Shares will not receive any certificates representing the Vista New Shares or the Allied Nevada Shares to which they are entitled on the Effective Date, or any time thereafter, unless they have deposited the certificates representing their Vista Shares, together with the Letter of Transmittal properly completed and all other documents contemplated thereby.

Holders of Vista Options and Vista Warrants are not required to deposit certificates representing such securities or Letters of Transmittal. After the Arrangement becomes effective, Vista and Allied Nevada will provide documentation to each former holder of Vista Options representing the options to purchase Vista New Shares and Allied Nevada Shares to which such person is entitled under the Arrangement. In addition, Vista will provide holders of Vista Warrants with a notice of adjustment advising such holder of the number of Vista New Shares such holder is entitled to under the Arrangement upon the exercise of his or her Vista Warrants and the exercise price of such Vista Warrants.

Please refer to the discussion under the heading "Deposit and Transmittal" for further information respecting the Letter of Transmittal.

Eligible Securityholders

Each Registered Securityholder at the close of business on the Record Date of October , 2006 is entitled to attend the Meeting in person or by proxy, and to cast one vote for each Vista Share held by such holder on such date and one vote for each whole Vista Share issuable on exercise of the Vista Options or Vista Warrants held by such holder on such date. If Vista Options or Vista Warrants are exercised after the Record Date, the holder of such securities on the Record Date will be entitled to vote at the Meeting in respect of such Vista Options or Vista Warrants and no votes may be cast in respect of the securities issued upon exercise of such Vista Options or Vista Warrants. **If Vista Options or Vista Warrants expire unexercised after the Record Date but prior to the Meeting, no votes may be cast in respect of such expired Vista Options or Vista Warrants at the Meeting.** Persons who acquire Vista Shares after the Record Date, including as part of the Vista Financing, will not be entitled to vote at the Meeting with respect to such Vista Shares. See "General Proxy Information Securities Entitled to Vote".

GLOSSARY OF TERMS

In this Circular, unless there is something in the subject matter inconsistent therewith, the following terms shall have the respective meanings set out below, words importing the singular number shall include the plural and vice versa and words importing any gender shall include all genders.

"**Act**" means the *Business Corporations Act* (Yukon Territory), including all regulations made thereunder, as amended or replaced from time to time, prior to the Effective Date.

"**Affiliate**" has the meaning attributed to that term in the Act.

"**Allied Nevada**" means Allied Nevada Gold Corp., a company incorporated under the laws of Delaware.

"**Allied Nevada Board**" means the board of directors of Allied Nevada.

"**Allied Nevada Holdings**" means Allied Nevada Gold Holdings LLC, a limited liability company incorporated under the laws of Nevada.

"**Allied Nevada Options**" means the rights (whether vested or not) to purchase Allied Nevada Shares granted to Vista Optionholders pursuant to the Arrangement.

"**Allied Nevada Shareholder**" means a holder of Allied Nevada Shares.

"**Allied Nevada Shares**" means the common shares in the capital of Allied Nevada.

"**Allied Nevada Stock Option Plan**" means Allied Nevada's Stock Option Plan governing stock options issuable to employees, officers, directors and consultants of Allied Nevada.

"**Allied Nevada Special Stock Option Plan**" means the stock option plan of Allied Nevada, which governs the Allied Nevada Options to be issued as part of the Arrangement.

"**AMEX**" means the American Stock Exchange.

"**AMR**" means advance minimum royalty.

"**AOI**" means an area of interest.

"**Appropriate Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a Law that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities, regulatory agencies or self-regulatory organizations, which are necessary in order to permit the transactions contemplated under the Arrangement Agreement to be completed.

"**Arrangement**" means an arrangement under the provisions of Section 195 of the Act on the terms and conditions set forth in the Arrangement Agreement and the Plan of Arrangement, and any amendment, variation or supplement thereto made in accordance with the terms of the Arrangement Agreement or the Plan of Arrangement.

"**Arrangement Agreement**" means the arrangement and merger agreement made as of September 22, 2006 among Vista, Allied Nevada, the Pescios, as may be amended from time to time.

"**Arrangement Resolution**" means the special resolution of the Vista Securityholders to approve the Arrangement in the form and content of Appendix "A" annexed hereto.

"**Articles of Arrangement**" means the articles of arrangement of Vista in respect of the Arrangement that are required by the Act to be filed with the Registrar after the Final Order is granted, giving effect to the Arrangement.

"**Atna**" means Atna Resources Ltd.

"**Avocet**" means Avocet Mining PLC.

"**Beaucache**" means Beaucache Gold Corp.

"**Bell Coast**" means Bell Coast Capital Corporation.

"**Beneficial Securityholders**" means persons who hold Vista Securities through their brokers, intermediaries, trustees or others.

"**BHP**" means BHP International Minerals.

"**BLM**" means U.S. Bureau of Land Management.

"**Business Day**" means a day which is not a Saturday, Sunday or a day when commercial banks are not open for business in any of Vancouver, British Columbia.

"**Canadian GAAP**" means Canadian generally accepted accounting principles from time to time and which meet the standards established by the Canadian Institute of Chartered Accountants.

"**Century Gold**" means Century Gold LLC.

"**CERCLA**" means the U.S. Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended.

"**Circular**" means, collectively, the Notice of Special Meeting, Notice of Motion and this Management Information and Proxy Circular of Vista, including all appendices hereto and all material incorporated by reference, sent to Vista Securityholders in connection with the Meeting.

"**Claim**" means any written claim or notice of any nature whatsoever, including any demand, dispute, notification of liability, notification of remediation work, order, obligation, debt, cause of action, action, suit, proceeding, litigation, arbitration, judgment, award or assessment.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Companies**" means Allied Nevada and Vista.

"**Confidentiality Agreement**" means the confidentiality agreement entered into effective March 23, 2006 among Vista, Century Nevada Inc. and Carl Pescio relating to the confidentiality of negotiations and information.

"**Court**" means the Supreme Court of the Yukon Territory.

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

"**Depository**" means Computershare Trust Company of Canada at its offices specified in the Letter of Transmittal.

"**DGCL**" means Delaware General Corporation Law.

"**Dissent Procedures**" means the dissent procedures described under the heading "Dissent Rights".

"**Dissent Rights**" means the rights of dissent in respect of the Arrangement described in Article 3 of the Plan of Arrangement.

"**Dissenting Shareholder**" means a Registered Shareholder who complies with the Dissent Procedures.

"**DPHC**" means Duncan Park Holdings Corporation.

"**EDGAR**" means Electronic Data Gathering, Analysis, and Retrieval System.

"**EIS**" means Environmental Impact Statement.

"**EMB**" means Echo Bay Mines Ltd.

"**Encumbrance**" means any mortgage, lien, charge, restriction, legal notation, claim, security interest, adverse claim, pledge, hypothecation, demand, pre-emptive right, encumbrance or any other rights of others.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

"**Effective Date**" means the date upon which a copy of the Final Order and the Articles of Arrangement, are accepted for filing by the Registrar under the Act and date upon which the Registrar has issued a Certificate of Amendment (by Arrangement), giving effect to the Arrangement.

"**Effective Time**" means 12:01 a.m. (Pacific Time) on the Effective Date.

"**Exchanges**" means the AMEX and the TSX.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

"**Fairness Opinion**" means the opinion of Sprott dated September 22, 2006 respecting the Arrangement, a copy of which is attached hereto as Appendix "E".

"**Final Order**" means the final order of the Court approving the Arrangement as such order may be amended by the Court (with the consent of Vista and the Pescios) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal.

"**Formation Transaction**" means the transactions set forth in Step 2(b) of Section 2.1 of the Arrangement Agreement.

"**Global**" means Global Resource Investments Ltd.

"**Governmental Entity**" means any (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (ii) subdivision, agent, commission, board, or authority of any of the foregoing, or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

"**Grandview**" means Grandview Gold Inc.

"**g/t**" means grams per Tonne and one gram per Tonne is equal to 0.0292 opt.

"**Idaho Gold**" means Idaho Gold Resources LLC.

"**Interim Order**" means the interim order of the Court pursuant to the Act, as such order may be amended, supplemented or varied by the Court, in respect of the Arrangement dated October , 2006, a copy of which is attached hereto as Appendix "C".

"**In-the-Money Amount**" means the amount, if any, by which the total value of the shares which may be acquired on the exercise of an option exceeds the amount payable by the holder of the option to acquire such shares.

"**IPL**" means International Plasma Laboratory Ltd.

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

"**JAAC**" means the Jawoyn Association Aboriginal Corporation.

"**Law**" means all statutes, regulations, statutory rules, policies, orders, and terms and conditions of any grant of approval, permission, authority or license of any court, Governmental Entity, statutory body (including the TSX and AMEX) or self-regulatory authority, and the term "applicable" with respect to such Law and in a context that refers to one or more Persons, means that such Law applies to such Person or Persons or its or their business, undertaking, property or securities and emanates from a Governmental Entity, statutory body or regulatory authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.

"**Letter of Transmittal**" means the letter of transmittal enclosed herein for registered holders of Vista Shares which, when duly completed and returned with the certificate or certificates representing Vista Shares and all other required documents, will enable the holder thereof to exchange such certificate or certificates for certificates representing Vista New Shares and Allied Nevada Shares.

"**Luzon**" means Luzon Minerals Ltd.

"**Material Adverse Change**" means:

- (i) when used in connection with Vista U.S., means any change, event, occurrence or change in state of facts with respect to its condition (financial or otherwise), properties, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise), businesses, operations or results of operations or those of its Subsidiaries that is, or would reasonably be expected to be, material and adverse to the business, operations or financial condition of such party and its Subsidiaries taken as a whole, other than any change, event or occurrence: (A) relating to the Canadian or the United States' economy or financial, currency exchange, securities or commodity markets in general; or (B) related to the Arrangement or the public announcement thereof, and

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

(ii)

when used in connection with the Pescio Nevada Assets means any change, event, occurrence or change in state of facts with respect to the ownership, status or condition of such assets (financial or otherwise) that is, or would reasonably be expected to be, material and adverse to the aggregate value of such assets in the hands of Allied Nevada, other than any change, event or occurrence: (A) relating to the Canadian or the United States' economy or financial, currency exchange, securities or commodity markets in general, or (B) related to the Arrangement or public announcement thereof.

"Material Adverse Effect" means any effect or state of facts that is, or would reasonably be expected to be, material and adverse to the value of either the Vista Nevada Assets in the aggregate or the Pescio Nevada Assets in the aggregate, as the case may be, in the hands of Allied Nevada.

"Meeting" means the special meeting of the Vista Securityholders (including any adjournment or postponement of that meeting) to be called and held in accordance with the Interim Order to consider and, if deemed advisable, approve the Arrangement Resolution.

"Meeting Materials" means the Notice of Special Meeting, this Circular, the forms of proxy and the Letter of Transmittal.

"MDA" means Mine Development Associates.

"Mill City" means Mill City Gold Corp.

"Minterra" means Minterra Resources Corp.

"Misrepresentation" has the meaning attributed to that term in the *Securities Act* (British Columbia).

"Newmont" means Newmont Mining Corporation.

"Newmont Capital" means Newmont Capital Limited.

"NNR" means Northern Nevada Rift.

"Notice of Dissent" means a written objection to the Arrangement by a Registered Shareholder.

"Notice of Special Meeting" means the notice of the Meeting to the Vista Securityholders.

"NSR" means net smelter return royalty.

"opt" means ounces per Tons and one ounce per Ton is equal to 34.2857 grams per Tonne.

"Option Exchange" means the exchange by Vista Optionholders of Vista Options for Vista New Options and Allied Nevada Options.

"ORE" means Ore Reserves Engineering.

"ORT" means Organic Resource Technology Limited.

"Pegasus" means Pegasus Gold Australia Pty Ltd.

"Person" includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, First Nation, syndicate or other entity, whether or not having legal status.

"Pescio Contracts" means all agreements and other contracts material to the ownership and operation of all real property and mineral interests in Nevada held by the Pescios.

"Pescio Disclosure Letter" means the letter dated September 22, 2006 delivered by the Pescios to Vista.

"Pescio Nevada Assets" means the Nevada mining properties and related assets that the Pescios agreed to transfer to Allied Nevada Holdings as part of the Arrangement.

"**Pescio Required Consents**" means the third party consents required to be obtained by any member of the Pescios pursuant to the terms of existing contracts with such third parties in connection with the Arrangement Agreement, and as specifically set out in Schedule E to the Arrangement Agreement.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

"**Pescios**" means Carl and Janet Pescio.

"**Plan of Arrangement**" means the plan of arrangement substantially in the form and content of Appendix "B" annexed hereto and any amendments or variations thereto made in accordance with Section 6.1 of the Arrangement Agreement, Article 5 of the Plan of Arrangement or made at the direction of the Court (with the consent of the parties, acting reasonably) in the Final Order.

"**Pre-Effective Date Period**" means the period from and including September 22, 2006 to and including the Effective Time.

"**PT Masmindo**" means PT Masmindo Dwi.

"**Quest Capital**" means Quest Capital Corp.

"**Quest Securities**" means Quest Securities Corporation.

"**RCR**" means reverse circulation rotary.

"**RDI**" means Resource Development Incorporated.

"**Record Date**" means October , 2006.

"**Redfern**" means Richard R. Redfern.

"**Registered Securityholder**" means a registered holder of Vista Shares, Vista Warrants or Vista Options.

"**Registered Shareholder**" means a holder of Vista Shares shown from time to time in the register maintained by or on behalf of Vista in respect of Vista Shares.

"**Registrar**" has the meaning attributed to that term in the Act.

"**Reorganization**" means a tax-deferred reorganization under Section 368(a) of the Code.

"**Royal**" means Royal Gold, Inc.

"**Salu Siwa**" means Salu Siwa Pty Ltd.

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

"**Securities Legislation**" means the *Securities Act* (British Columbia) and the equivalent Law in the other provinces of Canada and in the United States, and the published instruments and rules of any Governmental Entity administering those statutes, as well as the rules, regulations, by-laws and policies of the Exchanges.

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

"**Senator**" means Senator Minerals Inc.

"**Special Committee**" means the committee of independent directors of Vista established by the Vista Board.

"**Sprott**" means Sprott Securities Inc.

"**SSRI**" means Silver Standard Resources Inc.

"**Staccato**" means Staccato Gold Resources Ltd.

"**Standard**" means Standard Industrial Minerals, Inc.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

"**Subsidiary**" has the meaning attributed to that term in the Act.

"**Tax Act**" means the *Income Tax Act* (Canada), as amended.

"**Termination Date**" means December 31, 2006 or any later date as may be agreed to in writing by Vista and the Pescios.

"**Ton**" means a short ton (2,000 pounds) and one Ton is equal to 0.907 Tonnes.

"**Tonne**" means a metric ton (2,204.6 pounds) and one Tonne is equal to 1.1023 Tons.

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

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

"**U.S. GAAP**" means generally accepted accounting principles as applied in the United States.

"**U.S. Holder**" has the meaning ascribed thereto under "United States Federal Income Tax Considerations - Scope of this Disclosure - U.S. Holders".

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

"**Viceroy**" means Viceroy Resource Corporation.

"**Victory Gold**" means Victory Gold Inc.

"**VIF**" means voting information form provided to Beneficial Securityholders by intermediaries.

"**Vista**" means Vista Gold Corp., a corporation existing under the laws of the Yukon Territory.

"**Vista Australia**" means Vista Gold Australia Pty Ltd.

"**Vista Barbados**" means Vista Gold (Barbados) Corp.

"**Vista Board**" means the board of directors of Vista.

"**Vista Circular**" means the management information and proxy circular dated March 21, 2006 prepared in connection with the annual meeting of Vista Shareholders held on May 8, 2006.

"**Vista Contracts**" means all agreements and other contracts material to the operation of the business of Vista U.S. and its Subsidiaries.

"**Vista Debt**" means debt received by Vista Shareholders pursuant to the Plan of Arrangement having a principal amount equal to the Allied Nevada Shares to be distributed by Vista to Vista Shareholders pursuant to the Plan of Arrangement.

"**Vista Disclosure Documents**" means the following disclosure documents of Vista:

- (i) Vista Form 10-K including Vista Financial Statements contained therein;
- (ii) Vista Circular;
- (iii) interim unaudited financial statements for the period ended June 30, 2006; and
- (iv) material change reports (other than confidential material change reports) filed with any securities regulatory authority or issued by Vista since January 1, 2006,

which Vista Disclosure Documents have been or will have been filed to the extent required by Securities Legislation.

"**Vista Disclosure Letter**" means the disclosure letter dated September 22, 2006 delivered by Vista to the Pescios.

"**Vista Financial Statements**" means the audited financial statements of Vista in respect of the fiscal years ended December 31, 2004 and 2005 (including the notes thereto) forming part of Vista Disclosure Documents.

"**Vista Financing**" means a public equity financing pursuant to which Vista will raise no less than \$25 million on terms satisfactory to Vista, acting reasonably.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

"**Vista Form 10-K**" means the Annual Report on Form 10-K dated March 31, 2006 of Vista for the year ended December 31, 2005 (as amended by Amendment No. 1 thereto).

"**Vista Nevada Assets**" means the Nevada mining properties and related assets that Vista agreed to transfer to Allied Nevada as part of the Arrangement.

"**Vista New Options**" means the rights (whether vested or not) to purchase Vista New Shares granted to Vista Optionholders pursuant to the Arrangement.

"**Vista New Shares**" means the new class of common shares in the capital of Vista to be created and issued as part of the Arrangement.

"**Vista Optionholders**" means holders of Vista Options.

"**Vista Options**" means the rights (whether vested or not) to purchase Vista Shares which are from time to time outstanding under the Vista Stock Option Plan.

"**Vista Required Consents**" means the third party consents required to be obtained by Vista or Vista U.S. pursuant to the terms of existing contracts with such third parties in connection with the transactions contemplated by the Arrangement Agreement, and as specifically set out in Schedule D to the Arrangement Agreement.

"**Vista Securities**" means Vista Shares, Vista Warrants and Vista Options.

"**Vista Securityholders**" means holders of Vista Securities.

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

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

"**Vista Stock Option Plan**" means Vista's Stock Option Plan adopted on November 1, 1996 and amended as approved by Vista Shareholders on May 10, 1999, May 2, 2003, May 9, 2005 and May 8, 2006. See "Information Relating to Vista Stock Option Plan".

"**Vista U.S.**" means Vista Gold Holdings Inc., a company incorporated under the laws of Nevada.

"**Vista Warrants**" means the outstanding warrants of Vista, each of which entitles the holder to acquire Vista Shares upon the valid exercise of such warrant in accordance with the terms thereof.

"**Weston**" means Weston Investment Pty Ltd.

"**WLR**" means WLR Consulting.

"**WSM**" means Western State Minerals Corporation.

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by the management of Vista for use at the Meeting of the Vista Securityholders to be held on November , 2006 at the time and place and for the purposes set forth in the accompanying Notice of Special Meeting. The solicitation by management of Vista will be made primarily by mail, but solicitation may be made by telephone or in person, with the cost of such solicitation to be borne by Vista. While no arrangements have been made to date, Vista may contract for the solicitation of proxies for the Meeting. Such arrangements would include customary fees which would be borne by Vista.

It is anticipated that this Circular, the accompanying form(s) of proxy and the Letter of Transmittal will be first mailed to Vista Securityholders on or about October , 2006. Unless otherwise stated herein, the information contained in this Circular is given as at October , 2006.

The executive office of Vista is located at 7961 Shaffer Parkway, Suite 5, Littleton, Colorado, U.S.A., 80127 and its telephone number is (720) 981-1185. The registered and records office of Vista is located at 200 - 204 Lambert Street, Whitehorse, Yukon Territory, Canada, Y1A 3T2.

Advance notice of the Meeting was published in The Globe & Mail newspaper on October , 2006 and in the Whitehorse Star newspaper on October , 2006.

Appointment of Proxyholder

The persons named in the enclosed form(s) of proxy for the Meeting are officers of Vista and are nominees of management. A Registered Securityholder has the right to appoint some other person, who need not be a Vista Securityholder, to represent such Registered Securityholder at the Meeting by striking out the names of the persons designated in the accompanying form(s) of proxy and by inserting that other person's name in the blank space provided. If a Registered Securityholder appoints one of the persons designated in the accompanying form(s) of proxy as a nominee and does not direct that nominee to vote either "For" or "Against" a matter or matters with respect to which an opportunity to specify how the Vista Securities registered in the name of such Registered Securityholder shall be voted is provided, the proxy shall be voted "For" such matter or matters.

The instrument appointing a proxyholder must be in writing and signed by the Registered Securityholder, or such Registered Securityholder's attorney authorized in writing, or if the Registered Securityholder is a corporation, by a duly authorized officer or attorney of such corporation. An undated but executed proxy will be deemed to be dated the date of mailing of the proxy. If you hold more than one class of Vista Securities, you must complete and submit the applicable form of proxy in respect of each class of Vista Securities you hold.

In order for the proxy (the *white* form of proxy in the case of holders of shares, the *yellow* form of proxy in the case of holders of options and the *green* form of proxy in the case of holders of warrants) to be valid, a Registered Securityholder must:

- (a) sign and print his or her name on the lines specified for such purpose at the bottom of the form of proxy; and
- (b) return the properly executed and completed form of proxy
 - (i) by mailing them or delivering them by hand in the appropriate enclosed return envelope addressed to Computershare Investor Services Inc., or
 - (ii) by faxing it to Computershare Investor Services Inc. at 1-866-249-7775 (toll free in North America) or 1-416-263-9524 (international),

to be received by 10:00 a.m. (local time in Vancouver) on November , 2006, no later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjournment of the Meeting, unless the Chairman elects to exercise his discretion to accept proxies received subsequently.

Revocation of Proxy

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

A Registered Securityholder may revoke a proxy by delivering an instrument in writing executed by such Registered Securityholder or by the Registered Securityholder's attorney authorized in writing or, where the

Registered Securityholder is a corporation, by a duly authorized officer or attorney of such corporation, either to the registered office of Vista at any time up to and including the last business day preceding the day of the Meeting or any adjournment thereof, or with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof, before any vote in respect of which the proxy is to be used shall have been taken, or in any other manner permitted by law.

Voting of Proxies

A Registered Securityholder may direct the manner in which his or her Vista Securities are to be voted in accordance with the instructions of the Registered Securityholder by marking the applicable form(s) of proxy accordingly. The management nominees designated in the enclosed form(s) of proxy will vote the Vista Securities represented by proxy in accordance with the instructions of the Registered Securityholder on any resolution that may be called for and that, if the Registered Securityholder specifies a choice with respect to any matter to be acted upon, the Vista Securities will be voted accordingly. **Where no choice is so specified with respect to any resolution or in the absence of certain instructions, the Vista Securities represented by a proxy given to management will be voted "For" the resolution. If more than one direction is made with respect to any resolution, such Vista Securities will similarly be voted "For" the resolution.**

Exercise of Discretion by Proxyholders

The enclosed form(s) of proxy when properly completed and delivered and not revoked confers discretionary authority upon the proxyholders named therein with respect to amendments or variations of matters identified in the accompanying Notice of Special Meeting, and other matters not so identified which may properly be brought before the Meeting. At the date of this Circular, management of Vista knows of no such amendments, variations or other matters to come before the Meeting. If any amendment or variation or other matter comes before the Meeting, the persons named in the proxy will vote in accordance with their judgement on such amendment, variation or matter.

Voting by Beneficial Securityholders

The information set out in this section is important to many Vista Securityholders as a substantial number of Vista Securityholders do not hold their Vista Securities in their own name.

Persons who hold Vista Securities through their brokers, agents, trustees or other intermediaries (such persons, "**Beneficial Securityholders**") should note that only proxies deposited by Registered Securityholders whose names appear on the securities register of Vista may be recognized and acted upon at the Meeting. If Vista Securities are shown on an account statement provided to a Beneficial Securityholder by a broker, then in almost all cases the name of such Beneficial Securityholder will not appear on the share, warrant or option registers of Vista. Such Vista Securities will most likely be registered in the name of the broker or an agent of the broker. In Canada, the vast majority of such securities will be registered in the name of "CDS & Co.", the registration name of The Canadian Depository for Securities Limited, and in the United States, the vast majority will be registered in the name of "Cede & Co.", the registration name of the Depository Trust Company, which entities act as nominees for many brokerage firms. Vista Securities held by brokers, agents, trustees or other intermediaries can only be voted by those brokers, agents, trustees or other intermediaries in accordance with instructions received from Beneficial Securityholders. As a result, Beneficial Securityholders should carefully review the voting instructions provided with this Circular and ensure they communicate how they would like their securities voted in accordance with those instructions.

Beneficial Securityholders who have not objected to their intermediary disclosing certain ownership information about themselves to Vista are referred to as "**NOBOs**". Those Beneficial Securityholders who have objected to their intermediary disclosing ownership information about themselves to Vista are referred to as "**OBOs**". In accordance with the requirements of National Instrument 54-101 of the Canadian Securities Administrators, Vista has elected to send the Notice of Special Meeting, this Circular, the forms of proxy and the Letter of Transmittal (collectively, the "**Meeting Materials**") directly to the NOBO Beneficial Securityholders, and indirectly through intermediaries to the OBOs. The intermediaries (or their service companies) are responsible for forwarding the Meeting Materials to each OBO, unless the OBO has waived the right to receive them.

Intermediaries will frequently use service companies to forward the Meeting Materials to the OBOs. Generally, an OBO who has not waived the right to receive Meeting Materials will either:

- (a) be given a form of proxy which has already been signed by the intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of shares beneficially owned by the OBO and must be completed, but not signed, by the OBO and deposited with Computershare Investor Services Inc.; or
- (b) more typically, be given a voting instruction form ("**VIF**") which is not signed by the intermediary, and which, when properly completed and signed by the OBO and returned to the intermediary or its service company, will constitute voting instructions which the intermediary must follow.

The Meeting Materials are being sent to both Registered Securityholders and Beneficial Securityholders. If you are a Beneficial Securityholder, and the intermediary has sent these materials to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements.

The Meeting Materials sent to NOBO Beneficial Securityholders who have not waived the right to receive meeting materials are accompanied by a VIF, instead of a form of proxy. By returning the VIF in accordance with the instructions noted on it, a NOBO Beneficial Securityholder is able to instruct the voting of the Vista Securities owned by it.

VIFs should be completed and returned in accordance with the specific instructions noted on the VIF. The purpose of this procedure is to permit Beneficial Securityholders to direct the voting of the Vista Securities which they beneficially own. Should a Beneficial Securityholder who receives a VIF wish to attend the Meeting or have someone else attend on his or her behalf, the Beneficial Securityholder may request a legal proxy as set forth in the VIF, which will grant the Beneficial Securityholder, or his or her nominee, the right to attend and vote at the Meeting.

Please return your voting instructions as specified in the VIF. Beneficial Securityholders should carefully follow the instructions set out in the VIF, including those regarding when and where the VIF is to be delivered.

Although Beneficial Securityholders may not be recognized directly at the Meeting for the purpose of voting Vista Securities registered in the name of their broker, agent, trustee or other intermediary, a Beneficial Securityholder may attend the Meeting as a proxyholder for a securityholder and vote Vista Securities in that capacity. Beneficial Securityholders who wish to attend the Meeting and indirectly vote their Vista Securities as proxyholder for the Registered Shareholder should contact their broker, agent, trustee or other intermediary well in advance of the Meeting to determine the steps necessary to permit them to indirectly vote their Vista Securities as a proxyholder.

Securities Entitled to Vote

The Vista Board has fixed the close of business on October , 2006 as the record date for the purpose of determining the Vista Securityholders entitled to receive notice of and to vote at the Meeting. Every Registered Securityholder of record at the close of business on the Record Date who personally attends the Meeting will be entitled to vote at the Meeting or any adjournment thereof, except to the extent that:

- (a) such Securityholder has transferred the ownership of any of his or her Vista Securities after the Record Date; and
- (b) the transferee of those Vista Securities produces properly endorsed certificates, or otherwise establishes that he or she owns the Vista Securities, and demands, not later than 10 days before the Meeting, that his or her name be included in the applicable list of Vista Securityholders entitled to vote at the Meeting, in which case the transferee is entitled to vote those Vista Securities at the Meeting.

As of October , 2006, there were outstanding (a) [27,758,358] Vista Shares, (b) Vista Options to acquire an aggregate of [946,500] Vista Shares and (c) Vista Warrants entitling the holders to acquire an aggregate of [1,598,695] Vista Shares, all of which are entitled to vote at the Meeting. Each registered Vista Shareholder on the Record Date is entitled to attend the Meeting in person or by proxy, and shall have one vote for each Vista Share of which the registered Vista Shareholder is the registered holder on the Record Date.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Each registered holder of Vista Options on the Record Date is entitled to attend the Meeting in person or by proxy, and shall have one vote for each Vista Share such holder would have received on a valid exercise of the Vista Options held by it on the Record Date. Each registered holder of Vista Warrants on the Record Date is entitled to attend the Meeting in person or by proxy, and shall have one vote for each Vista Share such holder would have received on a valid exercise of the Vista Warrants held by it on the Record Date.

Ownership of Vista Shares

Ownership by Management

The following table sets forth certain information regarding beneficial ownership of Vista Shares, as of October 1, 2006, by (i) each of Vista's executive officers and directors and (ii) Vista's executive officers and directors, as a group.

Name and Address ⁽¹⁾	Vista Shares Beneficially Owned	Percentage of Class ⁽²⁾
JOHN M. CLARK <i>Director</i>	45,000 ⁽³⁾	*
W. DURAND EPPLER <i>Director</i>	55,000 ⁽³⁾	*
C. THOMAS OGRYZLO <i>Director</i>	75,000 ⁽³⁾	*
ROBERT A. QUARTERMAIN <i>Director</i>	177,465 ⁽⁴⁾	*
MICHAEL B. RICHINGS <i>President, Chief Executive Officer and Director</i>	250,000 ⁽³⁾	*
GREGORY G. MARLIER <i>Chief Financial Officer</i>	65,000 ⁽³⁾	*
FREDRICK H. EARNEST <i>Senior Vice President, Project Development</i>	51,500 ⁽⁵⁾	*
HOWARD M. HARLAN <i>Vice President, Business Development</i>	60,000 ⁽³⁾	*
All executive officers and directors as a group (8 persons)	778,965	2.8%

* Represents less than 1% of the outstanding Vista Shares.

(1) The address of each of the persons listed is c/o Vista Gold Corp., 7961 Shaffer Parkway, Suite 5, Littleton, Colorado 80127.

(2) In accordance with Rule 13d-3(d)(1) under the U.S. Exchange Act the applicable percentage of ownership for each person is based on [27,758,358] Vista Shares outstanding as of October 1, 2006, plus any securities held by such person exercisable for or convertible into Vista Shares within 60 days after the date of this Circular.

(3) Represents Vista Shares which may be acquired upon the exercise of immediately exercisable options.

(4) Includes 97,465 Vista Shares which may be acquired upon the exercise of immediately exercisable warrants, 85,000 Vista Shares which may be acquired upon the exercise of immediately exercisable options and 5,000 Vista Shares.

(5) Includes 1,500 Vista Shares and 50,000 Vista Shares which may be acquired upon the exercise of immediately exercisable Vista Options.

Ownership by Principal Shareholders

To the knowledge of the directors and officers of Vista, as of October 1, 2006, no person or company beneficially owns, directly or indirectly, more than 5% of the issued and outstanding Vista Shares.

Vista has no charter or by-law provisions that would delay, defer or prevent a change in control of Vista.

Quorum

Under By-Law No. 1 of Vista, the quorum for the transaction of business at the Meeting is two Vista Shareholders present in person or by proxy.

Abstentions will be counted as present for purposes of determining the presence of a quorum for purposes of matters to be acted upon at the Meeting, but will not be counted as votes cast. Broker non-votes (shares held by a broker or nominee as to which the broker or nominee does not have the authority to vote on a particular matter) will not be counted as present for purposes of determining the presence of a quorum for purposes of matters to be acted upon at the Meeting and will not be voted. Accordingly, once quorum is achieved neither abstentions nor broker non-votes will have any effect on the outcome of the votes on the matters to be acted upon at the Meeting.

THE ARRANGEMENT

Management of Vista believes that the current market price of its securities does not adequately reflect the underlying value of its properties. By transferring its Nevada properties into Allied Nevada and acquiring the Nevada-based mineral assets of the Pescios to create a single, Nevada-focused gold company, management of Vista believes that Vista Shareholders will be more likely to realize the value of those underlying assets over time. In addition, management of Vista believes that the combined Nevada properties of Vista and the Pescios would represent one of the largest exploration packages ever assembled in Nevada, with approximately 190,000 acres of prospective patented and unpatented mining claims.

Allied Nevada's business plan will be to use the best available management and geologic talent to expand existing discoveries. Initially, Allied Nevada will place priority and emphasis on the evaluation of the deeper, higher-grade potential at the Hycroft mine and the generation of drill-ready targets for substantial exploration programs. Development of the existing Hycroft mine reserves may be deferred until the drill program and evaluation of the potentially larger resource are completed.

Background to the Arrangement

The provisions of the Arrangement Agreement are the result of arm's length negotiations conducted among representatives of Vista, Allied Nevada and the Pescios, and their respective legal and financial advisors. The following is a summary of the background to the execution of the Arrangement Agreement and all related agreements.

At the time Vista acquired the assets of F.W. Lewis Inc., management and subsequently the Vista Board considered various strategies to take advantage of the valuation premium received by companies with Nevada mineral properties realized when compared to companies without or with predominately non-Nevada assets. On or about March 8, 2006, Michael Richings, the President and Chief Executive Officer of Vista, had a meeting with Carl Pescio to discuss the possibility of a transaction between Vista and the Pescios. These discussions were informal in nature and no proposals for a transaction were made. As a result of the meeting, Mr. Richings proposed a possible transaction structure. This was followed by a number of verbal and written discussions. It was determined that there was an interest by the parties in pursuing a possible transaction. On March 15, 2006, the Vista Board was updated on the progress of the ongoing discussions with the Pescios.

In connection with a potential transaction, on March 23, 2006 Vista and Mr. Pescio entered into the Confidentiality Agreement. Shortly thereafter, Vista provided due diligence materials to the Pescios and Vista commenced its due diligence review of the Pescios and the Nevada-based properties held by the Pescios.

During the period March 23 through May 3, 2006, Mr. Richings and Mr. Pescio had a number of discussions concerning whether a transaction was possible between Vista and the Pescios. On April 21, 2006, Mr. Richings updated the Vista Board on the ongoing discussions and provided details of a proposed transaction with the

Pescios. Mr. Richings subsequently met several times thereafter with Mr. Pescio and these meetings led to the execution of a non-binding letter of intent by Vista and Mr. Pescio on May 3, 2006, setting out the preliminary terms of a potential transaction.

On May 5, 2006, Vista engaged Quest Capital to provide advice to Vista on the potential transaction outlined in the non-binding letter of intent. At a meeting of the Vista Board held on May 8, 2006, the Vista Board reviewed the non-binding letter of intent and discussed the terms of the potential transaction. Management of Vista provided the Vista Board with an update regarding the ongoing discussions with the Pescios and the Vista Board appointed the Special Committee of independent directors comprised of Messrs. John M. Clark, W. Durand Eppler and C. Thomas Ogryzlo. The Special Committee was established to consider the potential transaction, to consider and advise the Vista Board as to whether the potential transaction was in the best interests of Vista and Vista Securityholders and to make recommendations to the Vista Board relating to the Vista Board's recommendation to Vista Securityholders with respect to the Arrangement. Mr. Eppler has acted as Chairman of the Special Committee since its formation.

On May 23, 2006, Sprott was retained to act as Vista's financial advisor to provide advice and assistance to the Special Committee and to deliver a fairness opinion.

The due diligence review, along with periodic discussions between Vista and the Pescios and their respective advisors continued, ultimately resulted in the negotiation and execution of a binding letter of intent among Vista and the Pescios on July 6, 2006. On July 31, 2006, the Vista Board met and management provided an update on the proposed transaction.

Between July 6 and August 15, 2006, representatives of Vista and the Pescios continued to meet and discuss the terms of the proposed transaction. On July 6, 2006, an amendment to the binding letter of intent was signed and subsequently a further amendment was signed on August 20, 2006. Between August 20, 2006 and September 22, 2006, representatives of each of Vista and the Pescios and each party's legal counsel negotiated the terms of the proposed arrangement and merger agreement, including, among other things, the scope, nature and language for representations and warranties to be made by each party and the conditions to closing.

On September 15, 2006, Sprott reviewed with the Special Committee its financial analysis with respect to the Arrangement and the work conducted by it in connection with the Arrangement. On September 15, 2006, Sprott delivered to the Special Committee an oral opinion which was later confirmed by delivery of its written opinion dated September 22, 2006, to the effect that, as of that date and based on and subject to various assumptions, matters considered and limitations described in its opinion, the Arrangement was fair, from a financial point of view, to the Vista Shareholders.

On September 22, 2006, the Special Committee met to consider the terms of a proposed arrangement and merger agreement among Vista, each of the Pescios and Allied Nevada which provided for the transfer of Vista's Nevada properties into Allied Nevada and the transfer of the Pescios' Nevada-based mineral assets to Allied Nevada. After considering the Fairness Opinion, the advice provided by its legal and financial advisors, and the other factors summarized in this Circular, the Special Committee unanimously determined that the Arrangement is fair to the Vista Securityholders and in the best interests of Vista and the Vista Securityholders, and recommended that the Vista Board recommend that Vista Securityholders vote in favour of the Arrangement. After the Special Committee meeting concluded, the Vista Board met and unanimously approved the execution and delivery of the Arrangement Agreement. The Arrangement Agreement was executed on September 22, 2006.

Fairness Opinion

On May 23, 2006, Sprott was retained to act as Vista's exclusive financial advisor to provide advice and assistance to the Special Committee and, in connection with the Arrangement, to deliver an opinion as to the fairness of the Arrangement, from a financial point of view, to the Vista Shareholders. Vista has agreed to pay Sprott a fee for its services upon the delivery of the Fairness Opinion. The fees payable to Sprott on delivery of the Fairness Opinion are not contingent upon the conclusion or opinions reached by Sprott in the Fairness Opinion. In addition, Vista has agreed to reimburse Sprott for reasonable out-of-pocket expenses and to indemnify Sprott against certain liabilities and expenses arising out of Sprott's engagement. None of Sprott or

any of its affiliates is, or has been in the past two years, an insider, associate or affiliate of Vista, Allied Nevada or any of the Pescios or any of their respective associates or affiliates.

Sprott is a licensed and registered investment dealer that provides investment research and corporate finance advice and services, and engages in securities trading and investment banking activities. Sprott is experienced in advising with regard to mergers, acquisitions, divestitures, valuations, fairness opinions and other capital market matters.

On September 15, 2006, Sprott provided an oral opinion to the Special Committee, which was later confirmed by the delivery of its Fairness Opinion dated September 22, 2006, that, based upon and subject to the various matters described or referred to in the Fairness Opinion, as of September 22, 2006, the Arrangement is fair, from a financial point of view, to the Vista Shareholders. Vista Shareholders are urged to, and should, read the full text of the Fairness Opinion, which is attached as Appendix "E" to this Circular, for a complete description of the factors considered, the assumptions made and the limitations on the review undertaken by Sprott in rendering the Fairness Opinion. The summary of the Fairness Opinion contained herein is qualified in its entirety by reference to the full text of the Fairness Opinion. Sprott has consented to the inclusion in this Circular of the Fairness Opinion, and the information included herein related to Sprott and the Fairness Opinion. The Fairness Opinion addresses only the fairness of the consideration offered to the Vista Shareholders under the Arrangement from a financial point of view and does not constitute a recommendation to any Vista Securityholder as to how to vote at the Meeting.

In connection with the Fairness Opinion, Sprott reviewed and relied upon, among other things, the binding letter of intent dated July 6, 2006 between Vista and the Pescios, as amended, all public filings submitted by Vista to securities commissions or similar regulatory authorities in Canada which are available on SEDAR, and in the U.S. which are available on EDGAR, publicly available information relating to the business, operations, financial performance and stock trading history of Vista and other selected reporting issuers considered by Sprott to be relevant, Vista press releases, certain internal financial and operating data and financial forecasts internally prepared by Vista, secondary market trading prices and valuation multiples for certain publicly-traded companies, the financial terms, to the extent they are publicly available, of certain transactions of a nature comparable to the Arrangement, other industry and financial market information, meetings and discussions with certain of Vista's management and members of the Vista Board with respect to the Arrangement, past and current business operations and financial condition and expected future Vista prospects and other matters believed necessary or appropriate by Sprott, technical reports compliant with National Instrument 43-101 regarding the Pescio Nevada Assets, contracts between publicly traded exploration companies and the Pescios, financial forecasts provided by the Pescios, and publicly released information on the Pescio Nevada Assets. In preparing the Fairness Opinion, Sprott assumed and relied, without assuming any responsibility for independent verification, upon the completeness, accuracy and fair presentation of all of the financial and other information obtained by it from publicly available sources and from Vista and its directors and officers and assumed and relied that any financial forecasts provided by Vista or the Pescios were reasonably prepared on bases reflecting the best currently available estimates and judgments of the future financial performance of Vista.

In arriving at its opinion, Sprott examined several techniques and used a blended approach. Sprott based its Fairness Opinion upon a number of quantitative and qualitative factors including, but not limited to: the trading metrics of selected publicly traded, comparable companies in Canada and the U.S. historical price ranges for the Vista Shares; the technical reports filed on SEDAR by Vista, and technical reports provided by the Pescios regarding the technical aspects of the Pescio Nevada Assets; the form of consideration that Vista Shareholders are expected to receive from Allied Nevada in the Arrangement; qualitative and quantitative assessments regarding the present value of Vista's expected future operating results including an assessment of the expected values to be realized by Vista Shareholders as well as an assessment of the sensitivity of the variables considered to the general results determined by Sprott's analysis; acquisitions recently completed and pending in the industry and comparative valuation metrics; and the likelihood and probability of Vista finding a higher or better offer in the context of Vista's current and expected situation while also considering the current and expected market for the equity capital of organizations in the mining industry. Sprott has not completed any formal independent valuation or appraisal of any specific assets or liabilities of Vista or the Pescios.

The Fairness Opinion is limited to the fairness of the Arrangement, from a financial point of view, to the Vista Shareholders. Sprott has expressed no opinion as to the fairness of the Arrangement relative to the

consideration offered under any proposed alternative transaction. The Fairness Opinion does not express an opinion as to the price at which Allied Nevada securities will trade after completion of the Arrangement.

Rationale for the Arrangement

In reaching its conclusion and making its recommendation, the Special Committee considered a range of factors, including the following reasons and considerations:

- (a) after substantial time spent seeking strategic alternatives and negotiating the terms of the Arrangement Agreement, the Arrangement had emerged as the strategic alternative that provided the highest Vista Shareholder value with acceptable risk;
- (b) Sprott's Fairness Opinion that, based upon and subject to the various matters described or referred to in the opinion, as of September 22, 2006, the Arrangement is fair, from a financial point of view, to the Vista Shareholders;
- (c) Vista's management's report on the business plan of Vista, the results of seeking strategic alternatives for Vista, and the alternatives to the Arrangement available to Vista and the Vista Board's assessment that none such alternatives were reasonably likely to present superior opportunities for Vista, or reasonably likely to create greater value for Vista Shareholders;
- (d) the creation of two separate public companies dedicated to the pursuit of their respective businesses, which provides Vista Securityholders with additional investment choices and enhanced flexibility; and
- (e) the proposed Arrangement:
 - (i) is subject to regulatory and court approval; and
 - (ii) is subject to approval of the Arrangement by greater than 66²/₃% of the votes cast at the Meeting by Vista Securityholders, voting together as a single class.

The Special Committee also considered potential risks relating to the Arrangement, including the following:

- (a) the risks and costs to Vista if the Arrangement is not completed, including the adverse effects on Vista's ability to execute another transaction;
- (b) the Arrangement is dependent upon receipt of regulatory, court and securityholder approvals, and the satisfaction of certain conditions, and its completion is subject to uncertainty. In response to this uncertainty, Vista's strategic partners may delay or defer decisions concerning Vista's mineral properties. Any delay or deferral of such decisions could have a material adverse effect on Vista, regardless of whether the Arrangement is ultimately completed;
- (c) the restrictions on the conduct of Vista's business prior to completion of the Arrangement, which may delay or prevent Vista from exploiting business opportunities that may arise pending completion of the Arrangement;
- (d) the interests of management in the Arrangement, which may differ from those of Vista Securityholders in certain respects; and
- (e) other risks discussed more fully under "Risk Factors".

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

The foregoing discussion of the information and factors considered by the Special Committee is not intended to be exhaustive, but includes the material factors considered by the Special Committee. In view of the variety of factors considered in connection with evaluation of the Arrangement, the Special Committee did not find it practicable to, and did not, quantify or otherwise assign relative weights to the specific factors considered in reaching their recommendation. In addition, individual members of the Special Committee may have given differing weights to different factors.

Approval and Recommendation of the Vista Board

The Vista Board, after taking into consideration, among other things, the recommendation of the Special Committee and the Fairness Opinion, has unanimously concluded that:

- (a) the proposed Arrangement is fair to Vista Securityholders;

- (b) the proposed Arrangement Agreement is in the best interests of Vista and the Vista Securityholders; and
- (c) the Board of Directors will recommend that Vista Securityholders vote to approve the proposed Arrangement,

and has authorized submission of the Arrangement to the Vista Securityholders and to the Court for approval. **The Vista Board unanimously recommends that the Vista Securityholders vote for the Arrangement.**

Required Securityholder Approvals

In order to implement the Arrangement, the Arrangement Resolution (a copy of which is attached to this Circular as Appendix "A") must be approved by at least 66²/₃% of the votes cast at the Meeting by the holders of Vista Shares, Vista Options and Vista Warrants voting together as a single class, as well as by at least a simple majority of the votes cast by holders of Vista Shares.

Required Court Approval

On October , 2006, Vista obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters. The Interim Order is attached as Appendix "C" to this Circular.

The Act provides that an arrangement requires Court approval. Subject to the terms of the Arrangement Agreement and, if the Arrangement Resolution is approved at the Meeting by Vista Securityholders in the manner required by the Interim Order, Vista will make application to the Court for the Final Order at the Law Courts, 2134 Second Avenue, Whitehorse, Yukon Territory on November , 2006 at (local time in Whitehorse) or as soon thereafter as counsel may be heard. The Notice of Motion for the Final Order accompanies this Circular. Any Vista Securityholder (including persons who acquire Vista Shares as part of the Vista Financing see "Information Relating to Vista Prior Sales Vista Financing"), or other interested party with leave of the Court, who wishes to participate or be represented at the hearing may do so, subject to filing with the Court and serving on Vista, an appearance and a response, in the form prescribed by the Rules of Court of the Court, with the Court and deliver a copy of the filed appearance and a response, together with a copy of all material on which such person intends to rely at the application for the Final Order, including an outline of such person's proposed submissions, to Macdonald & Company at Suite 200, 204 Lambert Street, Whitehorse, Yukon Territory, Y1A 3T2 on or before (local time in Whitehorse) on November , 2006 or such later date as the Court may determine.

The Court will be advised prior to the hearing of the application for the Interim Order and the Final Order that the Court's determination that the Arrangement is fair and reasonable will form the basis for an exemption from the registration requirements of the U.S. Securities Act with respect to the securities of Vista and Allied Nevada to be issued pursuant to the Arrangement.

Transaction Mechanics

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Plan of Arrangement, which is attached as Appendix "B" to this Circular. The Arrangement will become effective on the Effective Date which is anticipated to be on or about November , 2006, subject to receipt of all necessary approvals and satisfaction or waiver of all closing conditions.

Pursuant to the Arrangement (a) Vista will transfer all of the issued and outstanding shares of Vista U.S. and \$25 million in cash to Allied Nevada in return for a number of Allied Nevada Shares equal to 27,500,000 less the number of Option Shares (as defined in the Plan of Arrangement), and (b) the Pescios will transfer all of their interest in the Pescio Nevada Assets to Allied Nevada Holdings, a wholly owned subsidiary of Allied Nevada, in return for 12,000,000 Allied Nevada Shares and \$15 million in cash from Allied Nevada. The "Option Shares" that will reduce the number of Allied Nevada Shares received by Vista are intended to represent the number of Allied Nevada Shares issuable upon the exercise of Allied Nevada Options issued pursuant to the Plan of Arrangement to holders of Vista Options. The Plan of Arrangement sets out a formula for determining the number of Option Shares which is based, in part, on the volume weighted average trading price of the Vista Shares for the five trading days ending two trading days prior to the Effective Date.

Of the Allied Nevada Shares received by Vista pursuant to the Arrangement, Vista intends to retain certain of the shares to facilitate the payment of any taxes payable by Vista in respect of the Arrangement and to distribute, subject to applicable withholding taxes, the balance of the shares to holders of Vista Shares as described below. Accordingly, upon completion of the Arrangement, the issued and outstanding Allied Nevada Shares will be held by Vista and/or Vista Shareholders (including holders of Vista Shares acquired through the Vista Financing) and by the Pescios.

Treatment of Vista Shares

Upon completion of the Arrangement without any further act or formality, each Vista Share (other than Vista Shares held by Vista Shareholders who have validly exercised Dissent Rights as contemplated in Article 3 of the Plan of Arrangement) shall be and shall be deemed to be exchanged and, subject to Article 3 of the Plan of Arrangement, the holder thereof shall receive, from Vista, subject to applicable withholding taxes, in respect of every Vista Share so exchanged, (a) one Vista New Share (which has the same rights and restrictions as a Vista Share), and (b) a *pro rata* portion of (i) the number of Allied Nevada Shares received by Vista as part of the Arrangement less (ii) the number of Allied Nevada Shares retained by Vista to facilitate the payment of any taxes payable by Vista in respect of the Arrangement.

The exact number of Allied Nevada Shares: (i) issuable to Vista under the Arrangement; and (ii) to be retained by Vista to facilitate payment of taxes payable by Vista as a result of the Arrangement will not be determined until immediately prior to the Effective Date. The press release issued by Vista in connection with the completion of the Arrangement will disclose these amounts as well as the number of Allied Nevada Shares which will, thereafter, be distributed, subject to applicable withholding taxes, to Vista Shareholders as part of the Arrangement.

As an example, if the fair market value of the Vista Shares two days prior to the Effective Date was \$10.00 and the fair market value of the Allied Nevada Shares on the Effective Date was estimated by Vista to be \$5.00, the following would result:

- (a) the total number of Allied Nevada Shares issuable by Allied Nevada to Vista would be **[26,869,000]** (27,500,000 less **[631,000]** Option Shares); and
- (b) the total number of Allied Nevada Shares retained by Vista to facilitate payment of taxes payable by Vista would be 1,000,000.

Accordingly, a total of **[25,869,000]** Allied Nevada Shares would be available for distribution, subject to applicable withholding taxes, to Vista Shareholders.

It should be noted that the foregoing is simply a sample calculation based on the assumptions described above and on the assumption that Cdn\$1.00 equals U.S.\$0.90 on the Effective Date and that [946,500] Vista Options are outstanding on the Effective Date. To the extent that the actual variables (including the fair market value of Vista Shares and the fair market value of Allied Nevada Shares) turn out to be different from the assumed amounts described above, the actual number of Allied Nevada Shares available for distribution to Vista Shareholders could be materially different than the sample described above.

No fractional shares will be issued by Vista or Allied Nevada. In lieu of a fractional Allied Nevada Share, a holder who would otherwise receive a fraction of such shares will receive a cash payment from Vista equal to the product of (A) such fractional interest multiplied by (B) \$5.00.

Registered holders of Vista Shares may exchange their certificates representing Vista Shares for certificates representing the Vista New Shares and the Allied Nevada Shares to which they are entitled under the Arrangement by properly completing and returning the Letter of Transmittal that is enclosed with this Circular in accordance with the instructions contained therein, together with all other documents required thereby. In addition, as part of the Arrangement the preferred shares of Vista, of which none are issued and outstanding, will be deleted (see "Deposit and Transmittal").

Treatment of Vista Options

On October , 2006, there were **[946,500]** Vista Options outstanding which, when vested, would be exercisable to acquire a total of **[946,500]** Vista Shares at prices between **[\$1.96]** and **[\$9.73]**, with various expiry

dates until September 21, 2011. Pursuant to the Arrangement, Vista Options, to the extent that they have not expired or been exercised prior to the Effective Date, shall be exchanged for Vista New Options and Allied Nevada Options, having, in total, the same In-the-Money Amount immediately after the exchange as the In-the-Money Amount of the Vista Options immediately before the exchange. At the time of the exchange the Allied Nevada Options will equal approximately one-third of the value of the Vista Options immediately prior to the exchange and the Vista New Options will equal approximately two-thirds of the value of the Vista Options immediately before the exchange. All Vista New Options issued by Vista on such exchange will be issued under the Vista Stock Option Plan. All options of Allied Nevada issued on such exchange will be issued under the Allied Nevada Special Stock Option Plan.

Treatment of Vista Warrants

On October , 2006, there were outstanding Vista Warrants exercisable to acquire a total of **[1,598,695]** Vista Shares at prices between **[\$1.50]** and **[\$6.00]** per share, with various expiry dates until February 2, 2008. Each Vista Warrant, to the extent that it has not expired or been exercised prior to the Meeting shall be adjusted in accordance with their terms as described below.

There are currently three classes of Vista Warrants issued and outstanding:

warrants exercisable to acquire Vista Shares at a price of \$1.50 per share at any time until March 18, 2007 (the "**\$1.50 Warrants**");

warrants exercisable to acquire Vista Shares at a price of \$4.10 per share at any time until September 23, 2007 (the "**\$4.10 Warrants**"); and

warrants exercisable to acquire Vista Shares at a price of \$6.00 per share at any time until February 2, 2008 (the "**\$6.00 Warrants**").

On the Effective Date, the holders of each class of Warrants will, upon exercise thereof, be entitled to receive Vista New Shares in lieu of Vista Shares. In addition, to reflect the changes to Vista's business associated with completing the Arrangement and in accordance with the terms applicable to each class of Vista Warrants:

- (a) the exercise price of the \$1.50 Warrants will be reduced to reflect the fact that a portion of Vista's total assets are being transferred to Allied Nevada pursuant to the Arrangement. The exact amount of this reduction cannot be calculated until the Effective Date, but the new exercise price will be determined in accordance with the following formula:

$$A = \$1.50 \times B/C$$

Where:

A is the new exercise price per share for the \$1.50 Warrants

B is the difference obtained when (i) the fair market value of the Allied Nevada Shares distributed to Vista Shareholders under the Arrangement, as determined by the Vista Board on the Effective Date, is subtracted from (ii) the product obtained when the number of Vista Shares outstanding on the Effective Date is multiplied by the Current Market Price of the Vista Shares on such date.

C is equal to the total number of Vista Shares outstanding on the Effective Date immediately prior to the completion of the Arrangement, multiplied by the Current Market Price for the Vista Shares on that date.

For purposes of these calculations, the "**Current Market Price**" for the Vista Shares will be the weighted average trading price of the Vista Shares on any stock exchange in Canada or the United States on which the Vista Shares are listed and posted for trading as may be selected for that purpose by the Vista Board, during the ten most recent trading days ending on a date not earlier than the fifth trading day before the Effective Date; and

(b)

the number of Vista New Shares which may be acquired upon the exercise of each \$4.10 Warrant and \$6.00 Warrant will be adjusted in accordance with the following formula:

$$A = (B + C) \times D / (B + C) \times D - E$$

Where:

A

is the adjusted number of Vista New Shares which may be acquired upon exercise of each \$4.10 Warrant or \$6.00 Warrant

B

is the number of outstanding Vista Shares immediately prior to the Effective Time

C

is the total number of Vista Shares that could be acquired upon exercise of the \$4.10 Warrants or \$6.00 Warrants, as the case may be, immediately prior to the Effective Time

D

is the Current Market Price of the Vista Shares on the Effective Date

E

is the fair market value of the Allied Nevada Shares distributed to Vista Shareholders under the Arrangement, as determined by the Vista Board on the Effective Date.

THE ARRANGEMENT AGREEMENT

The following paragraphs summarize, among other things, the material terms of the Arrangement Agreement. Vista filed a copy of the Arrangement Agreement on SEDAR on September 26, 2006 and on the SEC's EDGAR database as Exhibit 10.1 to Vista's Current Report on Form 8-K filed on September 26, 2006. Vista Securityholders may obtain a copy of the full text of the Arrangement Agreement by downloading a copy from www.sedar.com or www.sec.gov/edgar.shtml. Vista Securityholders are urged to read the Arrangement Agreement in its entirety for a more complete description of the Arrangement and the following summary is qualified in its entirety by reference to the Arrangement Agreement.

Vista Reorganization

Prior to the Effective Time, Vista has agreed to use commercially reasonable efforts to: (i) ensure that all the Vista Nevada Assets are held by Vista U.S., or subsidiaries wholly-owned by Vista U.S., and that all assets that are not Vista Nevada Assets have been transferred out of such entities; and (ii) complete the Vista Financing. (See "Information Relating to Vista Prior Sales Vista Financing").

Effective Date of the Arrangement

After obtaining the Final Order and subject to the satisfaction or waiver of the other conditions set forth in the Arrangement Agreement, including receipt of all Appropriate Regulatory Approvals (see "The Arrangement Conditions to Closing"), the Arrangement will become effective on the Effective Date at the Effective Time.

Representations and Warranties

The Arrangement Agreement contains various representations and warranties of Vista relating to, among other things: (i) its corporate status, (ii) its ownership interest in Vista U.S. and Allied Nevada Holdings, (iii) the due authorization, execution and delivery of the Arrangement Agreement, (iv) there being no violations or breach of Vista's constating documents or any applicable law or material agreement (subject to obtaining third party consents), and no imposition of any material Encumbrance upon any of the Vista Nevada Assets, (v) required consents, (vi) title to Vista Nevada Assets, (vii) the description of Vista Nevada Assets (real property and mineral interest, agreements and other contracts and permissions, and all licenses, permits authorities and permissions), (viii) material contracts, (ix) defaults under material agreements, licenses and other contracts, (x) litigation, (xi) environmental matters, (xii) compliance with Laws, (xiii) disclosure in this Circular being in compliance with applicable Law, (xiv) full disclosure of material information, (xv) U.S. tax matters, (xvi) the SEC registration of Vista Shares, (xvii) that Vista is not an investment company, (xviii) the "off-balance sheet" arrangements, (xix) the U.S. *Hart-Scott Rodino Antitrust Improvements Act of 1976*, (xx) loans to Vista U.S. to facilitate the organization of Allied Nevada's business, and (xxi) compliance with the

U.S. Sarbanes-Oxley Act of 2002.

The Arrangement Agreement also contains various representations and warranties of each of the Pescios relating to, among other things: (i) their power and capacity, (ii) there being no violations or breach of any applicable Law or material agreement (subject to obtaining third party consents), and no imposition of any material Encumbrance upon any of the Pescio Nevada Assets, (iii) required consents, (iv) title to Pescio Nevada Assets, (v) the description of Pescio Nevada Assets (real property and mineral interests, agreements and other contracts, and licenses, permits, authorities and permissions), (vi) material contracts, (vii) defaults under material agreements, licenses and other contracts and permissions, (viii) litigation (ix) environmental matters, (x) compliance with Laws, (xi) disclosure in this Circular relating to the Pescios and the Pescio Nevada Assets being in compliance with applicable law, (xii) full disclosure of material information, (xiii) the U.S. *Hart-Scott Rodino Antitrust Improvements Act of 1976*, (xiv) accredited investor status, (xv) investment suitability, (xvi) access to information, (xvii) opportunity to ask questions, (xviii) absence of advertising, (xix) investment intent, and (xx) resale restrictions.

The Arrangement Agreement also contains various representations and warranties of Allied Nevada relating to, among other things: (i) corporate status, (ii) due authorization, execution and delivery of the Arrangement Agreement, (iii) no violations or breach of Allied Nevada's constating documents or any applicable law or material agreement, (iv) no material assets or liabilities, (v) authorized and issued capital, and (vi) U.S. tax matters.

Covenants of Vista

Carry on Business in the Ordinary Course

In the Arrangement Agreement Vista and Vista U.S. agreed, among other things, that during the Pre-Effective Date Period that they will, with certain exceptions:

- (i) ensure that the business of Vista U.S. and its Subsidiaries is carried on in the ordinary and regular course in substantially the same manner as heretofore conducted and, to the extent consistent with such business, use all reasonable efforts to preserve intact its present business organization and keep available the services of its present officers and employees and others having business dealings with it to the end that its goodwill and business is maintained;
- (ii) not permit Vista U.S. or its Subsidiaries to engage in any transactions which are out of the ordinary, including any material acquisitions or dispositions of assets;
- (iii) not permit any amendment to the articles or bylaws of Vista U.S. or any amendment to the constating documents of any of Vista U.S.'s Subsidiaries;
- (iv) except in the usual, ordinary and regular course of business and consistent with past practice or as required by applicable Law, not permit Vista U.S. or any of its Subsidiaries to enter into or modify (or agree to enter into or modify) in any material respect any contract, agreement, commitment or arrangement which is material to Vista U.S. on a consolidated basis;
- (v) not permit Vista U.S. or its Subsidiaries to incur or commit to material capital expenditures or other material commitments, except in accordance with its current annual budget or as disclosed in the Vista Disclosure Letter; and
- (vi) promptly advise the Pescios orally and, if then requested, in writing:
 - A. of any event occurring subsequent to the date of the Arrangement Agreement that would or could reasonably be expected to render any representation or warranty of Vista contained in the Arrangement Agreement (except any such representation or warranty which speaks as of a date prior to the occurrence of such event), if made on or as of the date of such event or the Effective Date, untrue or inaccurate in any material respect;
 - B. of any Material Adverse Change in respect of Vista U.S.; and
 - C. of any material breach by Vista of any covenant or agreement contained in the Arrangement Agreement.

Other Covenants of Vista

Vista and Vista U.S. have agreed that they will do all things required or desirable to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by the Arrangement Agreement, including to, among other things:

- (i) apply for and use all reasonable efforts to obtain the Appropriate Regulatory Approvals relating to Vista or Vista U.S.;
- (ii) apply for and use all reasonable efforts to obtain the Interim Order and the Final Order;
- (iii) carry out the terms of the Interim Order and the Final Order applicable to it and use reasonable efforts to comply promptly with all requirements which applicable Law may impose on Vista with respect to the transactions contemplated by the Arrangement;
- (iv) defend all lawsuits or other legal, regulatory or other proceedings to which it is a party challenging or affecting the Arrangement Agreement or the consummation of the transactions contemplated thereby;
- (v) use its reasonable efforts to have lifted or rescinded any injunction or restraining order or other order relating to Vista or its Subsidiaries or the Vista Shares which may adversely affect the ability of the parties to consummate the transactions contemplated by the Arrangement Agreement;
- (vi) effect all necessary registrations, filings and submissions of information required by Governmental Entities from Vista or Vista U.S.; and
- (vii) use its reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained by Vista or a Subsidiary of Vista from other parties to existing Vista Contracts including the Vista Required Consents.

In addition, Vista agreed to use commercially reasonable efforts to complete the Vista Financing, thereby raising not less than \$25 million on terms satisfactory to Vista, acting reasonably.

Vista agreed that neither Vista nor any affiliate of Vista (including, without limitation, Vista U.S.) will take any action that (without regard to any action taken or agreed to be taken by either of the Pescios) would prevent the Formation Transaction from qualifying as a single integrated transaction within the meaning of Section 351 of the U.S. Tax Code. In addition, Vista confirmed that it is not aware of any steps currently intended to be taken by any of its shareholders which, or which taken into account together with the anticipated transfer of 3,000,000 Allied Nevada Shares by the Pescios, would prevent the Formation Transaction from qualifying as a single integrated transaction within the meaning of Section 351 of the U.S. Tax Code.

Covenants of the Pescios

Carry on Business in the Ordinary Course

In the Arrangement Agreement the Pescios agreed, among other things, that during the Pre-Effective Date Period they will, with certain exceptions:

- (i) use all reasonable efforts to ensure that the Pescio Nevada Assets are held and dealt with in the ordinary and regular course without causing a Material Adverse Effect and in substantially the same manner as heretofore conducted and, to the extent consistent therewith, use all reasonable efforts to keep available the services of anyone having business dealings with them in respect of such assets in the aggregate to the end that any material goodwill is maintained;
- (ii) not dispose of, in whole or in part, any of the Pescio Nevada Assets;
- (iii)

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

except in the usual, ordinary and regular course of business and consistent with past practice or as required by applicable Law, not enter into or modify (or agree to enter into or modify) in any material respect any contract, agreement, commitment or arrangement which relates to any of the Pescio Nevada Assets;

- (iv) promptly advise Vista orally and, if then requested, in writing:
- A. of any event occurring subsequent to the date of the Arrangement Agreement that would or could reasonably be expected to render any representation or warranty of any member of the Pescios contained in the Arrangement Agreement (except any such representation or warranty which speaks as of a date prior to the occurrence of such event), if made on or as of the date of such event or the Effective Date, untrue or inaccurate in any material respect;
 - B. of any Material Adverse Change in respect of the Pescio Nevada Assets; and
 - C. of any material breach by any member of the Pescios of any covenant or agreement contained in the Arrangement Agreement.

Other Covenants of the Pescios

Each of the Pescios have agreed that they will do all things required or desirable to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by the Arrangement Agreement, including to, among other things:

- (i) apply for and use all reasonable efforts to obtain the Appropriate Regulatory Approvals in each case relating to either of the Pescios;
- (ii) use their reasonable efforts to defend all lawsuits or other legal, regulatory or other proceedings to which it is a party challenging or affecting the Arrangement Agreement or the consummation of the transactions contemplated thereby;
- (iii) use their reasonable efforts to have lifted or rescinded any injunction or restraining order or other order relating to either of the Pescios which may have a material adverse affect on the ability of the parties to consummate the transactions contemplated by the Arrangement Agreement;
- (iv) effect all necessary registrations, filings and submissions of information required by Governmental Entities from either of the Pescios; and
- (v) use its reasonable efforts:
 - A. to obtain all necessary waivers, consents and approvals required to be obtained by the Pescios from other parties to existing Pescio Contracts including the Pescio Required Consents; and
 - B. to the extent any such Pescio Contracts contains rights of first refusal or similar provisions relating to any Pescio Nevada Assets, to provide any required notices in respect thereof or obtain a waiver of such rights from the holder thereof such that, in either case, such assets may be transferred to Allied Nevada at the Effective Time without violating such rights of first refusal or similar rights.

Covenants of Allied Nevada

In the Arrangement Agreement Allied Nevada agreed, among other things, that during the Pre-Effective Date Period it will, with certain exceptions:

- (i) not acquire or dispose of any material assets or incur any liabilities;
- (ii)

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

except in connection with the transactions contemplated hereby, enter into or modify (or agree to enter into or modify) in any material respect any contract, agreement, commitment or arrangement;

(iii)

promptly advise Vista and the Pescios orally and, if then requested, in writing:

A.

of any event occurring subsequent to the date of the Arrangement Agreement that would or could reasonably be expected to render any representation or warranty of Allied Nevada contained in the Arrangement Agreement (except any such representation or warranty which speaks as of a

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

date prior to the occurrence of such event), if made on or as of the date of such event or the Effective Date, untrue or inaccurate in any material respect; and

B.

of any material breach by Allied Nevada of any covenant or agreement contained in this Agreement.

Allied Nevada has agreed that it will do all things required or desirable to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by the Arrangement Agreement, including to, among other things:

- (i) defend all lawsuits or other legal, regulatory or other proceedings to which it is a party challenging or affecting the Arrangement Agreement or the consummation of the transactions contemplated thereby;
- (ii) use its reasonable efforts to have lifted or rescinded any injunction or restraining order or other order relating to Allied Nevada which may adversely affect the ability of the parties to consummate the transactions contemplated in the Arrangement Agreement; and
- (iii) effect all necessary registrations, filings and submissions of information required by Governmental Entities from Allied Nevada.

Allied Nevada agreed that neither Allied Nevada nor any affiliate of Allied Nevada shall take any action that (without regard to any action taken or agreed to be taken by either of the Pescios) would prevent the Formation Transaction from qualifying as a single integrated transaction within the meaning of Section 351 of the U.S. Tax Code.

Post Closing Covenants of the Pescios and Allied Nevada

In the Arrangement Agreement Allied Nevada agreed to use commercially reasonable efforts, as soon as possible following the Effective Time, to file a registration statement on Form S-1 with the SEC registering 35% of the Allied Nevada Shares issued to the Pescios as part of the Arrangement for resale and Allied Nevada agreed to use its best efforts to cause the registration statement to become effective and to keep the registration statement effective and available for use by the Pescios, subject to the following restrictions (which each of the Pescios agrees to comply with):

- (i) each of the Pescios agreed to not sell any Allied Nevada Shares, until the earlier of (A) the date on which the registration statement becomes effective, and (B) the date which is six months after the Effective Date, and any such sale will only be done in compliance with all applicable securities laws;
- (ii) during the period ending 12 months after the Effective Date, the Pescios will not sell pursuant to the registration statement, in aggregate, more than 20% of the total number of Allied Nevada Shares acquired by the Pescios (as a group) as a result of the Arrangement;
- (iii) each of the Pescios agreed to use his or her commercially reasonable efforts to cause any disposition of Allied Nevada Shares by any of them to be effected in a manner that does not cause a significant negative impact on the trading price of the Allied Nevada Shares;
- (iv) during the period ending 12 months after the Effective Date, the Pescios agreed to refrain from selling pursuant to the registration statement Allied Nevada Shares representing, in aggregate, more than 0.67% of the issued and outstanding Allied Nevada Shares, in any calendar month; and
- (v) the Pescios agreed to comply with the policies of Allied Nevada related to the trading of Allied Nevada Shares by directors, officers and other insiders of Allied Nevada for a period ending 12 months after the Effective Date (or for such longer period as such policies may apply to such parties as insiders of Allied Nevada).

In addition, the Pescios and Allied Nevada agreed that in the event that the Pescios, at or before the Effective Time, provide a direction to Allied Nevada to deliver any of the Allied Nevada Shares issuable to the Pescios hereunder to Robert Lipsett and Greg Hryhorchuk or transfer any of such shares to Robert Lipsett or Greg

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Hryhorchuk at the Effective Time, Vista, the Pescios, and Allied Nevada will cooperate to effect such transaction provided that prior to the issuance each such transferee makes certain representations to Allied Nevada with respect to (i) "accredited investor" status, (ii) access to information, (iii) opportunity to ask questions, (iv) absence of advertising, (v) investment intent, and (vi) transfer restrictions, and agrees that such transferee:

- (i) will not sell any Allied Nevada Shares, until the earlier of (A) the date on which the registration statement becomes effective, and (B) the date which is six months after the Effective Date, and any such sale will only be done in compliance with all applicable securities laws;
- (ii) during the period ending 12 months after the Effective Date, will not sell pursuant to the registration statement, in aggregate, more than 20% of the total number of Allied Nevada Shares acquired by such transferee from the Pescios as contemplated above;
- (iii) such transferee will use his commercially reasonable efforts to cause any disposition of Allied Nevada Shares by such transferee to be effected in a manner that does not cause a significant negative impact on the trading price of the shares of Allied Nevada Shares;
- (iv) during the period ending 12 months after the Effective Date, such transferee will not in any calendar month sell pursuant to the registration statement Allied Nevada Shares representing, in aggregate, more than 0.17% of the issued and outstanding shares of Allied Nevada Shares; and
- (v) such transferee will comply with the policies of Allied Nevada related to the trading of shares by directors, officers and other insiders of Allied Nevada for a period ending 12 months after the Effective Date (or for such longer period as such policies may apply to such transferee as an insider of Allied Nevada).

Vista, the Pescios and Allied Nevada also acknowledged and consented to the transfer by the Pescios of a total of 3 million Allied Nevada Shares immediately after the Effective Time to Robert Lipsett and Greg Hryorchuk.

In addition, Allied Nevada agreed to use commercially reasonable efforts to complete an equity financing of no less than \$15 million as soon as practical after the Effective Date. The Pescios acknowledged that actual completion of any such financing will be subject to the board of directors of Allied Nevada determining, at the time of such financing, that such financing is in the best interests of Allied Nevada considering all appropriate factors including, without limitation, prevailing market conditions at that time.

Conditions to Closing

Mutual Conditions Precedent

The Arrangement Agreement provides that the respective obligations of each party to complete the Arrangement are subject to the fulfillment, or mutual waiver in writing by each of Vista and the Pescios, of each of the following conditions:

- (a) the Interim Order shall have been obtained in form and terms satisfactory to each of Vista and the Pescios acting reasonably and shall not have been set aside or modified in a manner unacceptable to either of such parties, acting reasonably, on appeal or otherwise;
- (b) at the Meeting, the Arrangement Resolution shall have been approved by the Vista Securityholders in accordance with the requirements of the Act and the Interim Order;
- (c) the Final Order shall have been obtained in form and terms satisfactory to each of Vista and the Pescios acting reasonably and shall not have been set aside or modified in a manner unacceptable to either of such parties, acting reasonably, on appeal or otherwise;
- (d)

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

on or before the Effective Date, the Vista New Shares and the Allied Nevada Shares to be issued pursuant to the transactions contemplated hereby shall have been conditionally approved for listing on the TSX, subject only to the filing of customary required documents and, immediately prior to the Effective Time, such shares shall be listed and posted for trading on the TSX;

- (e) 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, of a judicial or administrative nature or otherwise, brought by a Governmental Entity, in progress or threatened, that relates to or results from the transactions contemplated by the Arrangement Agreement that would, if successful, potentially result in an order or ruling that would preclude completion of the transactions contemplated by the Arrangement Agreement in accordance with the terms hereof or would otherwise be inconsistent with the Appropriate Regulatory Approvals which have been obtained;
- (f) all required consents, waivers, permits, orders and approvals of any Governmental Entity (including the Appropriate Regulatory Approvals) shall have been received on terms satisfactory to Vista and the Pescios, acting reasonably;
- (g) there shall not be pending or threatened any suit, action or proceeding by any Governmental Entity or other Person seeking to prohibit or restrict the completion of the transactions contemplated hereby or seeking to obtain from any party hereto damages which could be material to such party in connection with the completion of such transactions;
- (h) the Arrangement Agreement shall not have been terminated in accordance with its terms or otherwise; and
- (i) on or before the Effective Date, Vista and each of the Pescios shall deliver to Allied Nevada a properly executed statement or statements in a form reasonably acceptable to Allied Nevada for purposes of satisfying Allied Nevada's obligations under United States Treasury Regulation Sections 1.1445-2 and 1.897-2 if applicable or such amount of cash as shall satisfy Allied Nevada's withholding obligations in respect to such party on account of the transactions contemplated hereby under United States Internal Revenue Code of 1986 Sections 1441 and 1445.

Conditions Precedent for the Benefit of Vista

The Arrangement Agreement provides that the obligation of Vista to complete the transactions contemplated by the Arrangement Agreement is subject to the satisfaction or waiver, where permissible, of the following additional conditions:

- (a) all covenants of the Pescios under the Arrangement Agreement to be performed on or before the Effective Date shall have been duly performed by the Pescios in all material respects;
- (b) all representations and warranties of the Pescios under the Arrangement Agreement qualified as to materiality shall be true and correct and those not so qualified shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct in all material respects as of such earlier date, or except as affected by transactions contemplated or permitted by the Arrangement Agreement), except where the failure of such representations and warranties in the aggregate to be true and correct would not be reasonably expected to have a Material Adverse Effect on the Pescio Nevada Assets in the hands of Allied Nevada, as determined by Vista acting reasonably, and Vista shall have received a certificate of each of the Pescios confirming the same as at the Effective Date;
- (c) all consents, waivers, and approvals (including, without limitation, the Pescio Required Consents) required to be obtained by the Pescios from other parties in connection with, or required to permit the consummation of, the Arrangement and the other transactions contemplated thereby shall have been obtained or received on terms acceptable to Vista, acting reasonably. For greater certainty, to the extent that any Pescio Contract contains rights of first refusal or similar provisions relating to any Pescio Nevada Asset, the Pescios shall have provided any required notices in respect thereof and such notice period shall have expired or shall have obtained a waiver of such rights from the holder thereof such that, in either case, such assets may be transferred to Allied Nevada at the Effective Time without, in the reasonable opinion of Vista, violating such rights of first refusal or similar rights;

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

- (d) during the Pre-Effective Date Period, there shall not have occurred a Material Adverse Change in respect of the Pescio Nevada Assets;
- (e) Vista shall have completed an equity financing to raise not less than \$25 million, on terms satisfactory to Vista, acting reasonably (see "Information Relating to Vista Prior Sales Vista Financing");
- (f) there shall not have been exercised, pursuant to the Plan of Arrangement, Dissent Rights with respect to more than 5% of the outstanding Vista Shares; and
- (g) Carl Pescio shall have entered into a non-competition agreement with Vista and Allied Nevada on terms satisfactory to all parties, acting reasonably.

Vista may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by Vista with its obligations under the Arrangement Agreement if the condition precedent would have been satisfied but for a material default by Vista in complying with its obligations under the Arrangement Agreement.

Conditions Precedent for the Benefit of the Pescios

The Arrangement Agreement provides that the obligation of the Pescios to complete the transactions contemplated by the Arrangement Agreement is subject to the satisfaction or waiver, where permissible, of the following additional conditions:

- (a) all covenants of Vista and Vista U.S. under the Arrangement Agreement to be performed on or before the Effective Date shall have been duly performed by them in all material respects;
- (b) all representations and warranties of Vista and Vista U.S. under the Arrangement Agreement qualified as to materiality shall be true and correct and those not so qualified shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct in all material respects as of such earlier date, or except as affected by transactions contemplated or permitted by the Arrangement Agreement), except where the failure of such representations and warranties in the aggregate to be true and correct would not be reasonably expected to have a Material Adverse Effect on the Vista Nevada Assets in the hands of Allied Nevada, as determined by the Pescios acting reasonably, and the Pescios shall have received a certificate of an officer of Vista and Vista U.S. confirming the same as at the Effective Date;
- (c) all consents, waivers, and approvals (including without limitation the Vista Required Consents) required to be obtained by Vista or Vista U.S. from other parties in connection with, or required to permit the consummation of, the Arrangement and the other transactions contemplated thereby shall have been obtained or received on terms acceptable to the Pescios, acting reasonably;
- (d) during the Pre-Effective Date Period, there shall not have occurred a Material Adverse Change in respect of Vista U.S.; and
- (e) Vista shall have completed an equity financing to raise not less than \$25 million.

The Pescios may not rely on the failure to satisfy any of the conditions precedent set forth above as a basis for non-compliance by the Pescios with their obligations under the Arrangement Agreement if the condition precedent would have been satisfied but for a material default by either of the Pescios in complying with his or her obligations under the Arrangement Agreement.

Satisfaction of Conditions

The conditions precedent set out in the Arrangement Agreement will be conclusively deemed to have been satisfied, waived or released when, with the agreement of the Pescios and Vista, a copy of the Final Order and the Articles of Arrangement are filed with and accepted under the Act, the Registrar has issued a Certificate of

Amendment (by Arrangement) giving effect to the Arrangement and the other transactions contemplated by the Arrangement Agreement are completed.

Amendment and Waiver

The Arrangement Agreement may, at any time and from time to time before and after the Meeting but not later than the Effective Date, be amended by mutual written agreement of the parties to the Arrangement Agreement and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the parties;
- (b) waive any inaccuracies or modify any representations contained in the Arrangement Agreement or in any document delivered pursuant to the Arrangement Agreement;
- (c) waive any compliance with or modify any of the covenants in the Arrangement Agreement and waive or modify performance of any of the obligations of the parties; and
- (d) waive compliance with or modify any conditions precedent contained in the Arrangement Agreement;

provided that no such amendment materially adversely affects the consideration to be received by a Vista Securityholder without approval by the Vista Securityholders, given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

Termination

Vista or the Pescios may terminate the Arrangement Agreement if any condition in the respective party's favour has not been satisfied at or prior to the Termination Date other than as a result of a material default by the terminating party subject in some cases (as described above under "Conditions to Closing Notice and Cure Provisions") to a cure period. In addition, the Arrangement Agreement may be terminated, in each case, prior to the Termination Date:

- (i) by the mutual agreement of the parties to the Arrangement Agreement;
- (ii) by either Vista or the Pescios, if there shall be passed any Law that makes consummation of the transactions contemplated by the Arrangement Agreement illegal or otherwise prohibited; and
- (iii) by Vista or the Pescios if the approval of the Vista Securityholders shall not have been obtained by reason of the failure to obtain the required vote on the Arrangement Resolution at the Meeting.

If the Effective Date does not occur on or prior to the Termination Date, then the Arrangement Agreement shall automatically terminate.

If the Arrangement Agreement is terminated in accordance with the foregoing, no party will have any further liability to perform its obligations under the Arrangement Agreement except as specifically contemplated by the Arrangement Agreement.

Interests of Certain Persons in the Arrangement

In considering the recommendation of the Vista Board with respect to the Arrangement, Vista Securityholders should be aware that certain directors, senior officers and other persons may have certain interests in connection with the Arrangement, including those referred to below under "Interest of Certain Persons in Material Transactions and the Arrangement", that may present them with actual or potential conflicts of interest in connection with the Arrangement. The Vista Board is aware of these interests and has considered them along with other matters described under "The Arrangement Approval and Recommendation of the Vista Board".

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Borden Ladner Gervais LLP, counsel to Vista, the following is, as of the date of this Circular, a summary of the principal Canadian federal income tax considerations under the Tax Act of the Arrangement generally applicable to a Vista Securityholder who, for purposes of the Tax Act and at all relevant times, holds the Vista Shares and Vista Warrants (as applicable) as capital property and deals at arm's length and is not affiliated with Vista, (a "**Securityholder**" for the purposes of this section only). Generally, Vista Shares and Vista Warrants will be considered to be capital property to a Securityholder provided that the Securityholder does not hold such securities in the course of carrying on a business of buying and selling securities and has not acquired them in one or more transactions considered to be an adventure in the nature of trade.

This summary is not applicable to a Securityholder that is a "financial institution" (as defined in the Tax Act for purposes of the mark-to-market rules), a "specified financial institution" or a Securityholder an interest in which is a "tax shelter investment" (all as defined in the Tax Act). Such Securityholders should consult their own tax advisors.

For purposes of the Tax Act, unless otherwise indicated below, all amounts relating to the acquisition, holding or disposing of shares or other property including interest, dividends, adjusted cost base and proceeds of disposition, must be converted into Canadian dollars based on the United States-Canadian dollar exchange rate applicable to the effective date of the related acquisition, disposition or recognition of income.

This summary is based upon the provisions of the Tax Act in force on the date of this Circular and counsel's understanding of the current published administrative policies and assessing practices of the Canada Revenue Agency (the "**CRA**"). 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 Circular (the "**Tax Proposals**") and assumes that all Tax Proposals will be enacted in the form proposed. However, no assurances can be given that the Tax Proposals will be implemented in their current form or at all. Except for the Tax Proposals, this summary does not otherwise take into account or anticipate any changes in law or administrative policies or assessing practices, whether by legislative, governmental or judicial decision or action and does not take into account any provincial, territorial or foreign tax legislation or considerations which may differ significantly from those discussed herein.

This summary is of a general nature only and it is not exhaustive of all possible Canadian federal income tax considerations applicable to Securityholders pursuant to the Arrangement. No advance tax ruling has been applied for or obtained from the CRA to confirm the tax consequences of the transactions described herein. Moreover, the income or other tax consequences of the Arrangement will vary depending on the Securityholder's particular circumstances. Accordingly, this summary is of a general nature only and is not, and is not intended to be legal or tax advice to any Securityholder. Securityholders should consult their own tax advisors for advice with respect to the tax consequences of the Arrangement based on their particular circumstances.

Securityholders Resident in Canada

The following summary applies to a Securityholder who, at all relevant times, for purposes of the Tax Act is or is deemed to be resident in Canada (a "**Canadian Resident Securityholder**"). Certain Canadian Resident Securityholders whose Vista Shares might not otherwise qualify as capital property may make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have their Vista Shares and every "Canadian security" (as defined in the Tax Act) owned by such Canadian Resident Securityholder in the taxation year in which the election is made, and in all subsequent taxation years deemed to be capital property.

Canadian Resident Shareholders

The following portion of this summary applies to Canadian Resident Securityholders holding Vista Shares ("**Canadian Resident Shareholders**")

Exchange of Vista Shares for Vista New Shares and Allied Nevada Shares

Capital Gains or Capital Losses

A Canadian Resident Shareholder (other than a dissenting Canadian Resident Shareholder) will exchange Vista Shares for Vista New Shares, Vista Debt and may receive cash in lieu of fractional shares pursuant to the Arrangement. The Vista Debt will subsequently be repaid with Allied Nevada Shares pursuant to the Arrangement. A Canadian Resident Shareholder who receives Vista New Shares, Allied Nevada Shares and any cash in lieu of fractional shares will be deemed to have disposed of such shareholder's Vista Shares for proceeds of disposition equal to the greater of the Canadian Resident Shareholder's adjusted cost base of such Canadian Resident Shareholder's Vista Shares and the aggregate of the fair market value of the Allied Nevada Shares that are received by such Canadian Resident Shareholder plus the amount of any cash received in lieu of fractional shares. Vista will advise Securityholders of the amount that it believes to be the fair market value of the Allied Nevada Shares on the Effective Date by posting this information on its website shortly after the Effective Date. However, this amount will not be binding on the CRA and counsel expresses no opinion in respect of such amount. As discussed in further detail below, if a Canadian Resident Shareholder is deemed to receive a dividend as a consequence of the Arrangement, the Canadian Resident Shareholder's proceeds of disposition would be reduced by the amount of the deemed dividend. A Canadian Resident Shareholder will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition for the Vista Shares, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the holder of such Vista Shares immediately before the exchange. See "Taxation of Capital Gains and Capital Losses" below.

There will be no income taxes payable by the Canadian Resident Shareholder as a consequence of the repayment of the Vista Debt because the principal amount of the Vista Debt will be equal to the fair market value of the Allied Nevada Shares transferred to such shareholder on the repayment of the Vista Debt.

A Canadian Resident Shareholder's adjusted cost base of the Vista New Shares received pursuant to the Arrangement will be deemed to be the adjusted cost base of the Vista Shares (computed based on the United States-Canadian dollar exchange rates in effect at the time of acquisition) exchanged by such Canadian Resident Shareholder less the fair market value of the Allied Nevada Shares received by the Canadian Resident Shareholder pursuant to the Arrangement and less the amount of any cash received in lieu of fractional shares by the Canadian Resident Shareholder pursuant to the Arrangement. Where a Canadian Resident Shareholder's adjusted cost base of its Vista Shares is less than the fair market value of the Allied Nevada Shares received pursuant to the Arrangement and the amount of any cash received in lieu of the fractional shares, the adjusted cost base of the Vista New Shares received by the Canadian Resident Shareholder will be nil.

A Canadian Resident Shareholder's adjusted cost base of Allied Nevada Shares received pursuant to the Arrangement will be equal to the fair market value of the Allied Nevada Shares on the Effective Date.

Deemed Dividend

If the fair market value of the Allied Nevada Shares and the amount of any cash in lieu of fractional shares received by a Canadian Resident Shareholder exceeds the paid-up capital of the Vista Shares exchanged pursuant to the Arrangement, a Canadian Resident Shareholder will be deemed to receive a dividend equal to the amount of such excess. At June 30, 2006, management of Vista believes that the paid-up capital of each Vista Share was CDN\$5.13; however, this amount will change prior to the Effective Date as Vista issues additional Vista Shares (including in respect of the Vista Financing). A determination of whether a Canadian Resident Shareholder will be deemed to receive a dividend and the amount of any such dividend cannot be made at this time because it will be dependent on the fair market value, on the Effective Date, of the Allied Nevada Shares distributed by Vista pursuant to the Arrangement and the paid-up capital of the Vista Shares on the Effective Date. Subsequent to the Effective Date, Vista will advise Securityholders as to whether a deemed dividend arose and the amount of any such deemed dividend by posting this information on its website. To ensure that non-resident withholding tax is not withheld from any dividends deemed to be received by Canadian Resident Shareholders, Canadian Resident Shareholders must provide the information requested in the Letter of Transmittal confirming that the beneficial owner of the Vista Shares is or is deemed to be a resident of Canada for purposes of the Tax Act. Where a Canadian Resident Shareholder's Vista Shares are not registered in the

Canadian Resident Shareholder's name, the Canadian Resident Shareholder may want to re-register the Vista Shares in such shareholder's name to ensure that the Canadian Resident Shareholder can provide the information required by the Letter of Transmittal to establish that the Canadian Resident Shareholder is a resident of Canada for purposes of the Tax Act. If tax is withheld from a Canadian Resident Shareholder who has failed to provide the necessary information to establish Canadian residency, such shareholder should be able to request a refund of such taxes upon filing such shareholder's Canadian federal income tax return for the particular year in which the taxes have been withheld.

If a dividend is deemed to be received by a Canadian Resident Shareholder as a consequence of the Arrangement, the proceeds of disposition received by the Canadian Resident Shareholder for the shareholder's Vista Shares will be reduced by an amount equal to the deemed dividend. See "Capital Gains or Capital Losses" above and "Taxation of Capital Gains and Capital Losses" below.

A dividend that is deemed to be received by an individual Canadian Resident Shareholder on the disposition of Vista Shares pursuant to the Arrangement will be included in computing the individual's income and will be subject to the gross-up and dividend tax credit rules applicable to dividends from taxable Canadian corporations. On June 29, 2006, the Minister of Finance released Tax Proposals (the "**June 29, 2006 Tax Proposals**") which are intended to enhance the dividend gross-up and tax credit mechanism applicable to certain "eligible dividends" payable after 2005. Under the June 29, 2006 Tax Proposals, a dividend will be eligible for the enhanced gross-up and dividend tax credit if the dividend recipient receives a written notice from the paying corporation designating the dividend as an "eligible dividend". Assuming the June 29, 2006 Tax Proposals are enacted in the form proposed, Vista will designate any deemed dividend to be an "eligible dividend" to the maximum extent possible. However, there may be limitations on the ability of Vista to designate dividends, including deemed dividends, as "eligible dividends". If Vista is unable to designate the deemed dividend as an "eligible dividend", the gross up and dividend tax credit will be based on the rules that existed before June 29, 2006.

A dividend that is deemed to be received by a corporate Canadian Resident Shareholder on the disposition of Vista Shares pursuant to the Arrangement will, subject to the application of subsection 55(2), be included in computing the corporation's income and will generally be deductible in computing the corporation's taxable income.

Subsection 55(2) of the Tax Act provides that where a corporate Canadian Resident Shareholder would otherwise be deemed to receive a dividend, in certain circumstances the deemed dividend may be deemed not to be received as a dividend and instead may be treated as proceeds of disposition of the Common Shares, for the purpose of computing the Resident Shareholder's capital gain on the disposition of such shares. Resident Shareholders that are corporations should consult their own tax advisors in this regard.

A Canadian Resident Shareholder that is a "private corporation" or a "subject corporation" (as such terms are defined in the Tax Act) may be liable under Part IV of the Tax Act to pay a refundable tax of 33¹/₃% of dividends received (or deemed to be received) on the Vista Shares to the extent that such dividends are deductible in computing the holder's taxable income.

Taxation of Capital Gains and Capital Losses

Canadian Resident Shareholders will be required to include one-half of the amount of any capital gain (a "**taxable capital gain**") realized on the exchange of Vista Shares pursuant to the Arrangement in income, and will be required to deduct one-half of the amount of any resulting capital loss (an "**allowable capital loss**") against taxable capital gains realized in the year of disposition. Allowable capital losses not deducted in the taxation year in which they are realized may be carried back up to three taxation years or forward indefinitely and deducted against taxable capital gains realized in such years, to the extent and under the circumstances specified in the Tax Act.

If the Canadian Resident Shareholder is a corporation, the amount of any capital loss arising from a disposition of Vista Shares may be reduced by the amount of dividends previously received or deemed to have been received by it on such shares to the extent and under circumstances prescribed 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 Vista

Shares or where a trust or partnership of which a corporation is a beneficiary or a member is a member of a partnership or a beneficiary of a trust that owns such Vista Shares. **Canadian Resident Shareholders to whom these rules may be relevant should consult their own tax advisors.**

A Canadian Resident Shareholder that is throughout the relevant taxation year a "Canadian controlled private corporation" (as defined in the Tax Act) may be liable to pay an additional refundable tax of $6\frac{2}{3}\%$ on its "aggregate investment income" for the year, which will include an amount in respect of taxable capital gains.

Capital gains realized by an individual or trust, other than certain specified trusts, may give rise to alternative minimum tax under the Tax Act.

Holding and Disposing of Vista New Shares

Dispositions

A disposition or deemed disposition of Vista New Shares by a Canadian Resident Shareholder will generally result in a capital gain (or capital loss) to the extent that the proceeds of disposition, net of any reasonable costs of disposition exceed (or are exceeded by) the adjusted cost base to the Canadian Resident Shareholder of such Vista New Shares immediately before the disposition. The tax treatment of capital gains and capital losses is discussed above under "Canadian Resident Shareholders Exchange of Vista Shares for Vista New Shares and Allied Nevada Shares".

If a Canadian Resident Shareholder acquires Vista New Shares after the Effective Date at a time when the Shareholder owns other Vista New Shares, the cost of the newly acquired Vista New Shares will be averaged with the adjusted cost base of any other Vista New Shares held by the Canadian Resident Shareholder at that time for the purpose of determining thereafter the adjusted cost base of each Vista New Share held by such Canadian Resident Shareholder.

Dividends

Dividends received or deemed to be received by a Canadian Resident Shareholder on the Vista New Shares will be required to be included in computing the Canadian Resident Shareholder's income for the purposes of the Tax Act.

Dividends or deemed dividends received by a Canadian Resident Shareholder who is an individual will be subject to the gross-up and dividend tax credit rules generally applicable to taxable dividends received by a Canadian resident individual from taxable Canadian corporations. Pursuant to the June 29, 2006 Tax Proposals, if Vista designates dividends on the Vista New Shares as "eligible dividends", the enhanced gross-up and dividend tax credit mechanism will be applicable in respect of such dividends. However, there may be limitations on the ability of Vista to designate dividends as "eligible dividends" and there can be no assurance that the June 29, 2006 Tax Proposals will be enacted into law in the form proposed or at all.

A Canadian Resident Shareholder that is a corporation generally will be entitled to deduct the amount of such dividends in computing its taxable income. A Canadian Resident Shareholder that is a "private corporation" or a "subject corporation" (as such terms are defined in the Tax Act) may be liable under Part IV of the Tax Act to pay a refundable tax of $33\frac{1}{3}\%$ of dividends received (or deemed to be received) on the Vista New Shares to the extent that such dividends are deductible in computing the holder's taxable income.

Holding and Disposing of Allied Nevada Shares

Dispositions

A disposition or deemed disposition of Allied Nevada Shares by a Canadian Resident Shareholder will generally result in a capital gain (or capital loss) to the extent that the proceeds of disposition, net of any reasonable costs of disposition exceed (or are exceeded by) the adjusted cost base to the Canadian Resident Shareholder of such Allied Nevada Shares immediately before the disposition. The tax treatment of capital gains

and capital losses is discussed above under "Canadian Resident Shareholders Exchange of Vista Shares for Vista New Shares and Allied Nevada Shares".

If a Canadian Resident Shareholder acquires Allied Nevada Shares after the Effective Date at a time when the shareholder owns other Allied Nevada Shares, the cost of the newly acquired Allied Nevada Shares will be averaged with the adjusted cost base of any other Allied Nevada Shares held by the Canadian Resident Shareholder at that time for the purpose of determining thereafter the adjusted cost base of each Allied Nevada Share held by such Canadian Resident Shareholder.

If foreign taxes apply in respect of any capital gain realized on a disposition of the Allied Nevada Shares, the amount of such tax generally will be eligible for a foreign tax credit subject to the detailed rules and limitations under the Tax Act.

Dividends

Because Allied Nevada will not be a taxable Canadian corporation, the tax treatment of any dividends (including deemed dividends) in respect of the Allied Nevada Shares will differ in some material respects from the tax treatment of dividends in respect of the Vista Shares and Vista New Shares discussed above.

Dividends received or deemed to be received by a Canadian Resident Shareholder on the Allied Nevada Shares will be required to be included in computing the Canadian Resident Shareholder's income for the purposes of the Tax Act. Dividends or deemed dividends received by a Canadian Resident Shareholder who is an individual will not be subject to the gross-up and dividend tax credit rules generally applicable to taxable dividends received by a Canadian resident individual from taxable Canadian corporations.

A Canadian Resident Shareholder that is a corporation generally will not be entitled to deduct the amount of such dividends in computing its taxable income. A Canadian Resident Shareholder that is a Canadian-controlled private corporation (as defined in the Tax Act) may be liable to pay an additional refundable tax of 6²/₃% on the dividends or deemed dividends.

The amount of dividends or deemed dividends received on the Allied Nevada Shares will include non-resident withholding tax, if any, imposed in respect of the dividends. To the extent that withholding tax is imposed in respect of dividends or deemed dividends on the Allied Nevada Shares, the amount of such tax generally will be eligible for a foreign tax credit or deduction subject to the detailed rules and limitations under the Tax Act.

Foreign Investment Entity Legislation

On July 18, 2005, the Minister of Finance (Canada) released revised Tax Proposals addressing the taxation of certain investments in non-resident entities called "foreign investment entities" applicable for taxation years commencing after 2002. As the Tax Proposals are currently drafted, generally, where a Canadian Resident Shareholder holds a "participating interest" (that is not an "exempt interest") in an entity that constitutes a "foreign investment entity" at the entity's taxation year-end, the Canadian Resident Shareholder generally will be required to take into account in computing income for such Canadian Resident Shareholder's taxation year that includes such year-end (i) an amount determined as a prescribed percentage of the Canadian Resident Shareholder's "designated cost" of such interest at the end of each month ending in the Canadian Resident Shareholder's taxation year at which time the interest is held by such shareholder; (ii) in certain limited circumstances, any gains and losses accrued on such interest for the year; or (iii) in certain limited circumstances, a Canadian Resident Shareholder's proportionate share of the foreign investment entity's income (or loss) for the year calculated using Canadian tax rules. For purposes of these Tax Proposals, the Allied Nevada Shares will constitute a "participating interest".

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

The determination of whether Allied Nevada is a foreign investment entity must be made on an annual basis at each of its taxation year-ends in which a Canadian Resident Shareholder holds Allied Nevada Shares. The determination of whether Allied Nevada Shares constitute an "exempt interest" is made on an on-going basis. No assurances can be given that Allied Nevada will not be a foreign investment entity at the end of its December 31, 2006 taxation year or at the end of any of its subsequent taxation years or that Allied Nevada Shares will be an "exempt interest" at all relevant times. **Canadian Resident Shareholders acquiring Allied Nevada Shares pursuant to the Arrangement should consult their own tax advisors concerning these July 18, 2005 Tax Proposals.**

Foreign Reporting

A Canadian Resident Shareholder that is a "specified Canadian entity" for a taxation year or a fiscal period and whose total cost amount of "specified foreign property", including Allied Nevada Shares, at any time in the year or fiscal period exceeds CDN\$100,000 (as such terms are defined in the Tax Act) will be required to file an information return for the year or period disclosing prescribed information. Subject to certain exceptions, a Canadian Resident Shareholder in the year will generally be a "specified Canadian entity". Canadian Resident Shareholders should consult their own tax advisors to determine whether such shareholders must comply with these rules.

Qualified Investments

A condition of the Arrangement is that the Allied Nevada Shares be listed on the TSX before the Effective Time. Because the Allied Nevada Shares will be listed on a prescribed stock exchange (which currently includes the TSX) prior to the Effective Time, Allied Nevada Shares will be qualified investments for trusts governed by registered retirement savings plans, registered education savings plans, registered retirement income funds and deferred profit sharing plans (collectively, "**Registered Plans**"), subject to the specific provisions of any particular plan.

Provided that Vista is a "public corporation" as defined in the Tax Act, the Vista New Shares will be qualified investments for Registered Plans, subject to the specific provisions of any particular plan.

Dissenting Canadian Resident Shareholders

A dissenting Canadian Resident Shareholder who receives a payment from Vista equal to the fair market value of such Canadian Resident Shareholder's Vista Shares as a result of the exercise of such Canadian Resident Shareholder's dissent rights will be deemed to have received a taxable dividend equal to the amount by which the payment (other than an amount in respect of interest, if any, awarded by a court) exceeds the paid-up capital of such shares, except to the extent that, in the case of a corporation, such deemed dividend is included in the proceeds of disposition of the Vista Shares pursuant to subsection 55(2) of the Tax Act.

A dividend deemed to be received by a Canadian Resident Shareholder who dissents from the Arrangement will be included in computing such dissenting Canadian Resident Shareholder's income for purposes of the Tax Act. The gross-up and dividend tax credit rules normally applicable to taxable dividends paid by taxable Canadian corporations will apply to deemed dividends received by individuals. Pursuant to the June 29, 2006 Tax Proposals, if Vista designates the deemed dividend as an "eligible dividend", the enhanced gross-up and dividend tax credit mechanism will be applicable in respect of such dividend. However, there may be limitations on the ability of Vista to designate dividends as "eligible dividends" and there can be no assurance that the June 29, 2006 Tax Proposals will be enacted into law in the form proposed or at all.

Subject to the potential application of subsection 55(2) of the Tax Act, deemed dividends received by a corporation will normally be deductible in computing taxable income. Certain corporations may be liable to pay a 33¹/₃% refundable tax under Part IV of the Tax Act on such deemed dividends.

Subsection 55(2) of the Tax Act provides that where a corporate Shareholder is deemed to receive a dividend under the circumstances described above, all or part of such deemed dividend may be treated as proceeds of disposition of the Vista Shares and not as a dividend, for the purposes of computing a dissenting

Shareholder's capital gain on the disposition of such shares. Dissenting Canadian Resident Shareholders that are corporations should consult their own tax advisors with respect to the potential application of these provisions.

A dissenting Canadian Resident Shareholder will also be considered to have disposed of such Canadian Resident Shareholder's Vista Shares for proceeds of disposition equal to the amount paid to such dissenting Canadian Resident Shareholder less an amount in respect of interest, if any, awarded by a court and the amount of any deemed dividend not included in the proceeds of disposition of Vista Shares pursuant to subsection 55(2) of the Tax Act, thereby giving rise to a capital gain or capital loss to the dissenting Canadian Resident Shareholder calculated in accordance with the provisions of the Tax Act. The general tax treatment of capital gains and losses is discussed above under "Canadian Resident Shareholders Exchange of Vista Shares for Vista New Shares and Allied Nevada Shares".

Any interest awarded to a dissenting Canadian Resident Shareholder by a court will be included in the dissenting Canadian Resident Shareholder's income for purposes of the Tax Act.

Canadian Resident Warrantholders

The following portion of this summary applies to Canadian Resident Securityholders holding Vista Warrants ("**Canadian Resident Warrantholders**"). The Vista Warrants' current contractual agreements include provisions that adjust the terms of the Vista Warrants upon Vista completing certain transactions such as the Arrangement. The adjustment of the terms of the Vista Warrants pursuant to the existing agreements in respect of the Vista Warrants should not result in a disposition by a Canadian Resident Warrantholder of the Vista Warrants. Therefore, a Canadian Resident Warrantholder should not realize a gain or loss as a consequence of the Arrangement.

Provided that Vista is a "public corporation" for the purposes of the Tax Act, the Vista Warrants to acquire New Vista Shares will be qualified investments for trusts governed by the Registered Plans, subject to the specific provisions of any particular plan.

Canadian Resident Optionholders

The following portion of this summary applies to Canadian Resident Securityholders holding Vista Options who acquired Vista Options by virtue of their employment with Vista (or corporations that do not deal at arm's length with Vista for purposes of the Tax Act) ("**Canadian Resident Optionholders**").

A Canadian Resident Optionholder will be deemed to exchange his or her Vista Options for Vista New Options and Allied Nevada Options. Provided that the aggregate In-the-Money Amount of the Vista New Options and the Allied Nevada Options of the Canadian Resident Optionholder immediately after the Option Exchange does not exceed the In-the-Money Amount of the Canadian Resident Optionholder's Vista Options immediately before the Option Exchange, the Canadian Resident Optionholder will not realize income or gain in respect of the Option Exchange.

Securityholders Not Resident in Canada

The following portion of the summary applies to a Securityholder who, for purposes of the Tax Act and any applicable income tax treaty or convention, has not been and will not be resident or deemed to be resident in Canada at any time while such Securityholder has held Vista Securities (a "**Non-Resident Securityholder**") and, except as specifically discussed below, to whom such Vista Securities are not "taxable Canadian property" (as defined in the Tax Act). In addition, this portion of the summary does not apply to a non-resident of Canada that is an insurer carrying on business in Canada and elsewhere.

The term "U.S. Securityholder", for the purposes of this summary means a Non-Resident Shareholder who, for purposes of the Canada-United States Income Tax Convention (1980) (the "**Canada-U.S. Tax Treaty**"), is at all relevant times a resident of the United States and does not use or hold and is not deemed to use or hold the Vista Securities in connection with carrying on a business in Canada through a permanent establishment or fixed base in Canada. It is the present published policy of the CRA that most entities (including most limited liability

companies) that are treated as being fiscally transparent for United States federal income tax purposes will not qualify as residents of the United States under the provisions of the Canada-U.S. Tax Treaty and are therefore not entitled to any benefits under the Canada-U.S. Tax Treaty. Non-Resident Securityholders are urged to consult with their own tax advisors to determine their entitlement to benefits under the Canada-U.S. Tax Treaty based on their particular circumstances.

Generally, Vista Shares will not be taxable Canadian property at a particular time provided that such shares are listed on a prescribed stock exchange (which exchanges currently include the TSX and the AMEX), the Non-Resident Securityholder does not use or hold, and is not deemed to use or hold, the Vista Shares in connection with carrying on a business in Canada and the Non-Resident Securityholder, persons with whom such Non-Resident Securityholder does not deal at arm's length, or the Non-Resident Securityholder together with such persons, has not owned 25% or more of the issued shares of any class or series of the capital stock of Vista at any time within the 60 months preceding the particular time. Generally, Vista Warrants will not be taxable Canadian property to a Non-Resident Securityholder provided that the Non-Resident Securityholder does not and has not owned Vista Shares which are or were taxable Canadian property to the Non-Resident Securityholder.

A Non-Resident Securityholder whose Vista Shares are taxable Canadian property should consult their own tax advisors.

Non-Resident Shareholders

The following portion of this summary applies to Non-Resident Securityholders holding Vista Shares ("**Non-Resident Shareholders**").

Exchange of Vista Shares for Vista New Shares and Allied Nevada Shares

If the fair market value of the Allied Nevada Shares and the amount of any cash in lieu of fractional shares received by a Non-Resident Shareholder (other than a dissenting Non-Resident Shareholder) exceeds the paid-up capital of the Vista Shares exchanged pursuant to the Arrangement, the Non-Resident Shareholder will be deemed to receive a dividend equal to the amount of such excess. At June 30, 2006, management of Vista believes that the paid-up capital of each Vista Share was CDN\$5.13; however, this amount will change prior to the Effective Date as Vista issues additional Vista Shares (including in respect of the Vista Financing). A determination of whether a Non-Resident Shareholder will be deemed to receive a dividend and the amount of any such dividend cannot be made at this time because it will be dependent on the fair market value, on the Effective Date, of the Allied Nevada Shares distributed by Vista pursuant to the Arrangement and the paid-up capital of the Vista Shares on the Effective Date.

A deemed dividend arising as a result of the disposition of Vista Shares pursuant to the Arrangement will be subject to Canadian withholding tax at the rate of 25% of the deemed dividend. This rate may be reduced under an applicable tax treaty or convention between Canada and the country in which the Non-Resident Shareholder resides. In the case of a beneficial owner of dividends who is a U.S. Securityholder, the rate of Canadian withholding tax generally will be reduced to 15% of the gross amount of such dividends. In addition, under the Canada-U.S. Tax Treaty, dividends paid or credited or deemed to be paid or credited to certain U.S. Securityholders that are U.S. tax-exempt organizations generally will not be subject to Canadian withholding tax.

If Vista determines that a deemed dividend may arise as a consequence of the Arrangement, it will withhold Allied Nevada Shares otherwise owing to Non-Resident Shareholders and will sell these Allied Nevada Shares, on behalf of the Non-Resident Shareholders, until sufficient net cash proceeds are realized to satisfy Vista's withholding tax obligations. Any Allied Nevada Shares that are withheld and are not sold to realize sufficient net proceeds to fund Vista's withholding tax obligations (if any) will be distributed to the Non-Resident Shareholders. For Non-Resident Shareholders to benefit from the provisions of a Tax Treaty, the Non-Resident Shareholder must provide the information requested in the Letter of Transmittal relating to the application of an applicable tax treaty in respect of the beneficial owner of the Vista Shares. Where a Non-Resident

Shareholder's Vista Shares are not registered in the Non-Resident Shareholder's name, the Non-Resident may want to re-register the Vista Shares in such shareholder's name to ensure that the information requested in the Letter of Transmittal can be provided and the provisions of an applicable tax treaty will be applied in determining the amount of non-resident withholding tax applicable in respect of any deemed dividend.

If Vista Shares are or are deemed to be taxable Canadian property to a particular Non-Resident Shareholder, such Non-Resident Shareholder will realize a capital gain (or a capital loss) on the exchange of Vista Shares pursuant to the Arrangement and such capital gain (or capital loss) will generally be computed in the manner described above under "Shareholders Resident in Canada Exchange of Vista Shares for Vista New Shares and Allied Nevada Shares". Any such capital gain may be exempt from tax under the Tax Act under the terms of an income tax treaty or convention between Canada and the country in which the Non-Resident Shareholder resides. Under the Canada-U.S. Tax Treaty, a U.S. shareholder would generally not be subject to Canadian income tax in respect of a capital gain arising on the Vista Shares unless the value of the Vista Shares at the time of the disposition is derived principally from "real property (including rights to explore for or to exploit mineral deposits) situated in Canada" within the meaning of the Canada-U.S. Tax Treaty.

There will be no income taxes payable by the Non-Resident Shareholder as a consequence of the repayment of the Vista Debt because the Vista Debt will not be taxable Canadian property.

Holding and Disposing of Vista New Shares

Dispositions

A Non-Resident Shareholder will not be subject to tax under the Tax Act in respect of any capital gain realized by such Non-Resident Shareholder on a disposition of Vista New Shares acquired pursuant to the Arrangement, unless the Vista New Shares constitute "taxable Canadian property" (as defined in the Tax Act) and the Non-Resident Shareholder is not entitled to relief under an applicable income tax treaty. See the discussion above regarding the description of taxable Canadian property and the possible application of the Canada-U.S. Tax Treaty.

Dividends

Dividends on Vista New Shares paid or credited to a Non-Resident Shareholder will be subject to Canadian withholding tax at the rate of 25% of the gross amount of the dividends. This rate may be reduced under an applicable tax treaty or convention between Canada and the country in which the Non-Resident Shareholder resides. In the case of a beneficial owner of dividends who is a U.S. Securityholder, the rate of Canadian withholding tax generally will be reduced to 15% of the gross amount of such dividends. In addition, under the Canada-U.S. Tax Treaty, dividends paid or credited or deemed to be paid or credited to certain U.S. Securityholders that are U.S. tax-exempt organizations generally will not be subject to Canadian withholding tax.

Holding and Disposing of Allied Nevada Shares

Dispositions

A Non-Resident Shareholder will not be subject to tax under the Tax Act in respect of any capital gain realized by such Non-Resident Shareholder on a disposition of Allied Nevada Shares acquired pursuant to the Arrangement (including a disposition on behalf of the Non-Resident Shareholder to fund withholding taxes as described above), unless the Allied Nevada Shares constitute "taxable Canadian property" (as defined in the Tax Act) and the Non-Resident Shareholder is not entitled to relief under an applicable income tax treaty. Allied Nevada will not be a corporation resident in Canada, therefore, in general, the Allied Nevada Shares will not constitute taxable Canadian property unless greater than 50% of the fair market value of the Allied Nevada Shares and of Allied Nevada's assets is derived from certain Canadian assets.

Dividends

Because Allied Nevada is not a corporation resident in Canada, dividends paid or credited to a Non-Resident Shareholder will not be subject to Canadian withholding tax.

Dissenting Non-Resident Shareholders

A Non-Resident Shareholder who exercises its Dissent Rights and receives a payment from Vista for its Vista Shares as a result of the exercise of such shareholder's Dissent Rights will be deemed to have received a taxable dividend equal to the amount by which the payment (other than an amount, if any, in respect of interest awarded by a court) exceeds the paid-up capital of such shares. A dissenting Non-Resident Shareholder will also be considered to have disposed of its Vista Shares for proceeds of disposition equal to the amount paid to such dissenting Non-Resident Shareholder less an amount in respect of interest, if any, awarded by the Court and the amount of any deemed dividend, except that no capital gain or loss will be realized on the disposition of such shareholder's Vista Shares for purposes of the Tax Act provided such Vista Shares are not "taxable Canadian property" to such shareholder at the time of disposition. Dissenting Non-Resident Shareholders will be subject to withholding tax under the Tax Act in respect of deemed dividends and interest arising from the disposition of such shareholder's Vista Shares. The applicable withholding tax rate is 25% in respect of such amounts. This rate may be reduced under an applicable tax treaty or convention between Canada and the country in which the Non-Resident Shareholder resides. In the case of a beneficial owner of dividends or interest who is a U.S. Securityholder, the rate of Canadian withholding tax generally will be reduced to 15% of the gross amount of such dividends and 10% of the amount of such interest. In addition, under the Canada-U.S. Tax Treaty, interest and dividends paid or credited or deemed to be paid or credited to certain U.S. Securityholders that are U.S. tax-exempt organizations generally will not be subject to Canadian withholding tax.

Non-Resident Warrantholders

The following portion of this summary applies to Non-Resident Securityholders holding Vista Warrants ("**Non-Resident Warrantholders**"). A Non-Resident Warrantholder whose Vista Warrants are not considered taxable Canadian property will not be subject to Canadian income tax under the Arrangement.

Non-Resident Optionholders

The following portion of this summary applies to Non-Resident Securityholders holding Vista Options who acquired Vista Options by virtue of their employment with Vista (or corporations that do not deal at arm's length with Vista for purposes of the Tax Act) where such employment was exercised exclusively outside of Canada and at all relevant times the employee was not, and was not deemed to be a resident of Canada ("**Non-Resident Optionholders**"). A Non-Resident Optionholder whose Vista Options are not considered taxable Canadian property will not be subject to Canadian income tax under the Arrangement. Generally, Vista Options will not be taxable Canadian property provided that the Non-Resident Optionholder does not and has not owned Vista Shares which are or were taxable Canadian property (as defined in the Tax Act and described above) to the Non-Resident Optionholder.

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

NOTICE PURSUANT TO IRS CIRCULAR 230: NOTHING CONTAINED IN THIS SUMMARY CONCERNING ANY U.S. FEDERAL TAX ISSUE IS INTENDED OR WRITTEN TO BE USED, AND IT CANNOT BE USED, BY A U.S. HOLDER (AS DEFINED BELOW), FOR THE PURPOSE OF AVOIDING U.S. FEDERAL TAX PENALTIES UNDER THE CODE (AS DEFINED BELOW). THIS SUMMARY WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED BY THIS CIRCULAR. EACH U.S. HOLDER SHOULD SEEK U.S. FEDERAL TAX ADVICE, BASED ON SUCH U.S. HOLDER'S PARTICULAR CIRCUMSTANCES, FROM AN INDEPENDENT TAX ADVISOR.

The following discussion of certain of the anticipated material U.S. federal income tax considerations arising from and relating to the Distribution (as defined below) is for general information only, and does not purport to be a complete analysis or listing of all U.S. federal income tax consequences that may apply to a Holder of Vista Shares.

Authorities

This summary is based upon the U.S. Internal Revenue Code of 1986, as amended (the "Code"); Treasury Regulations, proposed, temporary and final, issued under the Code; and judicial and administrative interpretations of the Code and Treasury Regulations, in each case as in effect and available as of the date of this Circular. The Code, Treasury Regulations and judicial and administrative interpretations thereof, however, may change at any time, and any change could be retroactive to the date of this Circular. The Code, Treasury Regulations and judicial and administrative interpretations thereof are also subject to various interpretations, and the U.S. Internal Revenue Service (the "IRS") or the U.S. courts could later disagree with the explanations or conclusions contained in this summary.

U.S. Holder

For purposes of this summary, a "U.S. Holder" is a beneficial owner of Vista Shares that, for U.S. federal income tax purposes, is: a citizen or resident of the U.S., including some former citizens or residents of the U.S.; a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the U.S. or any state thereof, including the District of Columbia; an estate if its income is subject to U.S. federal income taxation regardless of its source; or a trust if it has validly elected to be treated as a U.S. person for U.S. federal income tax purposes or if a U.S. court can exercise primary supervision over its administration, and one or more U.S. persons have the authority to control all of its substantial decisions. If a partnership, or other entity taxed as a partnership for U.S. federal income tax purposes, holds the Vista Shares, the U.S. federal income tax treatment of a partner in the partnership will depend on the status of the partner and the activities of the partnership. Partnerships that hold the Vista Shares, and partners in such partnerships, are urged to consult their own tax advisors regarding the U.S. federal income tax consequences of holding the Vista Shares.

Non-U.S. Holders

A "non-U.S. Holder" is a beneficial owner of Vista Shares other than a U.S. Holder. This summary does not address the U.S. federal income tax consequences of the Distribution to non-U.S. Holders of Vista Shares, and such non-U.S. Holders are accordingly urged to consult their own tax advisors regarding the potential U.S. federal income tax consequences to them of the Distribution, and the potential application of any tax treaties. See "Certain United States Federal Income Tax Consequences of the Ownership and Disposition of Allied Nevada Shares for Persons Other than U.S. Holders".

Certain U.S. Federal Income Tax Considerations for U.S. Holders

VISTA IS LIKELY TO BE A PASSIVE FOREIGN INVESTMENT COMPANY ("PFIC"). BECAUSE IT IS IMPORTANT FOR U.S. HOLDERS OF VISTA SHARES WHO HAVE NOT PREVIOUSLY FULLY

CONSIDERED THE PFIC TREATMENT OF THEIR VISTA SHARES TO REVIEW THE U.S. FEDERAL TAX STATUS OF THEIR VISTA SHARES AND BECAUSE THE PFIC RULES ARE COMPLEX, U.S. HOLDERS OF VISTA SHARES ARE STRONGLY URGED TO OBTAIN ADVICE FROM AN INDEPENDENT TAX ADVISOR AS PROMPTLY AS POSSIBLE AS TO THE PFIC ISSUES WITH RESPECT TO THEIR VISTA SHARES. ACTION MAY BE REQUIRED WITH RESPECT TO A 2005 RETURN FOR SOME SHAREHOLDERS. SEE "PASSIVE FOREIGN INVESTMENT COMPANY RULES" BELOW.

Scope of This Disclosure

Transactions Addressed

The following discussion is a summary of the anticipated material U.S. federal income tax consequences arising from and relating to the Distribution (as defined below) that are generally applicable to U.S. Holders of Vista Shares.

The following discussion of the anticipated material U.S. federal income tax considerations arising from and relating to the Distribution is for general information only, and does not purport to be a complete analysis or listing of all U.S. federal income tax consequences that may apply to a U.S. Holder of Vista Shares. The tax rules applicable to U.S. Holders of Vista Shares are extremely complex, and it is unlikely that U.S. Holders of Vista Shares will be able to make an informed decision with respect to the matters discussed in this section without the assistance of a tax advisor. U.S. Holders of Vista Shares are strongly urged to consult their own tax advisors to determine the particular tax consequences to them of the Distribution, including the application and effect of U.S. federal, state, local, and other tax laws.

Assumptions Regarding Vista

This summary is based upon certain understandings and assumptions with respect to the business, assets and shareholders of Vista, including that Vista is not, has not at any time been and will not be immediately prior to the Distribution a "controlled foreign corporation" as defined in Section 957(a) of the Code. In the event that one or more of such understandings or assumptions proves to be inaccurate, the following summary may not apply and material adverse U.S. federal income tax consequences may result to U.S. Holders.

Transactions Not Addressed

This summary does not address the U.S. federal income tax consequences of transactions effectuated prior or subsequent to, or concurrently with, the Distribution or the Distribution (whether or not any such transactions are undertaken in connection with the Distribution), including, without limitation, the following:

- any exercise of any warrant or other right to acquire the Vista Shares;
- any conversion into Vista Shares of any Vista notes, debentures or other debt instruments; and
- any transaction in which Vista Shares or Allied Nevada Shares are acquired other than the Distribution.

Persons Not Addressed

The U.S. federal income tax consequences to the following persons (including persons who are U.S. Holders) are not addressed in this summary, and the following persons are accordingly urged to consult with their own tax advisors regarding the U.S. federal income tax consequences to them of the Distribution:

- Vista and Allied Nevada;

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

persons that may be subject to special U.S. federal income tax treatment such as financial institutions, real estate investment trusts, tax-exempt organizations, qualified retirement plans, individual retirement accounts, regulated investment companies, insurance companies, dealers in securities or currencies, or traders in securities that elect to apply a mark-to-market accounting method (except as a result of an election under the PFIC rules discussed below);

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

persons that acquired Vista Shares pursuant to an exercise of employee stock options or rights or otherwise as compensation for services;

persons that hold any Vista notes, debentures or other debt instruments;

persons having a functional currency for U.S. federal income tax purposes other than the U.S. dollar;

persons that hold Vista Shares as part of a position in a straddle or as part of a hedging or conversion transaction;

persons subject to the alternative minimum tax; and

persons who own their Vista Shares other than as a capital asset as defined in the Code.

Treaty Application to Certain Persons

U.S. Holders who do not maintain a substantial presence, permanent home or habitual abode in the U.S. or whose personal and economic relations are not closer to the U.S. than to any other country (other than Canada) may be unable to benefit from the provisions of the Convention Between the United States of America and Canada with Respect to Taxes on Income and on Capital, signed September 26, 1980, as amended (the "**Canada-U.S. Tax Convention**"). These U.S. Holders, U.S. Holders who may also be citizens or residents of Canada and any other U.S. Holders whose status is subject to determination by Competent Authorities under the Canada-U.S. Tax Convention should consult their own tax advisors concerning the availability of benefits under the Canada-U.S. Tax Convention.

State and Local Taxes, Foreign Jurisdictions Not Addressed

This summary does not address U.S. state or local tax consequences, or the tax consequences in jurisdictions other than the U.S., of the Distribution.

Particular Circumstance of any Particular U.S. Holder Not Addressed

This summary does not take into account the particular facts and circumstances, with respect to U.S. federal income tax issues, of any particular U.S. Holder. Each U.S. Holder should consult their own tax advisor regarding the U.S. federal income tax consequences of the Distribution to them in light of their particular circumstances.

Distribution of Allied Nevada Shares

Classification of the Transaction for U.S. Tax Purposes

This summary assumes that the series of transactions undertaken pursuant to the Arrangement involving (i) the formation and capitalization of Allied Nevada, (ii) the recapitalization of Vista wherein common shareholders of Vista will receive new common shares of Vista in exchange for their old common shares of Vista and (iii) the distribution of Allied Nevada Shares to Vista Shareholders (collectively, the "**Distribution**") will be treated, under the step transaction doctrine or otherwise, for U.S. federal income tax purposes, as if Vista transferred certain assets subject to liabilities to Allied Nevada, in exchange for the Allied Nevada Shares, and then distributed the Allied Nevada Shares to the holders of Vista Shares. There can be no assurance that the IRS will not challenge this U.S. federal income tax treatment of the Arrangement or that, if challenged, a U.S. court would not agree with the IRS. Each U.S. Holder should consult its own tax advisor regarding the proper treatment of the Arrangement for U.S. federal income tax purposes.

Consequences of the Distribution

Subject to the PFIC rules discussed below, U.S. Holders receiving the Allied Nevada Shares under the Distribution will be required to include in gross income as a dividend for U.S. federal income tax purposes the sum of the fair market value of Allied Nevada Shares and cash received by them to the extent that Vista has

current or accumulated earnings and profits, without reduction for any Canadian income tax withheld from such distributions. The amount, if any, of the U.S. dividend component of the Distribution will depend on the number of Allied Nevada Shares distributed, the value of the Allied Nevada Shares as of the Effective Date, the financial results of Vista's activities for the current year and other factors. Preliminary estimates suggest that there is unlikely to be any U.S. dividend component to the Distribution if the value of each Allied Nevada Share is \$5.00 or less at the Effective Date and Vista's activities for the current financial year do not result in additional earnings and profits for the current year. Vista will furnish information with respect to the fair market value of the Allied Nevada Shares distributed and the U.S. dividend component of the Distribution on a per Vista Share basis on its website after the Effective Date. There can be no assurance that the information provided by Vista will be accepted by the Internal Revenue Service as correct. Any such Canadian tax withheld may be credited, subject to certain limitations, against the U.S. Holder's federal income tax liability or, alternatively, may be deducted in computing the U.S. Holder's federal taxable income by those who itemize deductions. Any such dividend is not expected to qualify for the reduced U.S. federal income tax rates applicable to "qualified dividend income" in the case of a U.S. Holder that is an individual, estate, or trust and that satisfies certain holding period requirements. To the extent that the gross fair market value of such Allied Nevada Shares and cash exceeds current and accumulated earnings and profits of Vista, such excess will be treated first as a return of capital up to the U.S. Holder's adjusted tax basis in Vista Shares, and thereafter as gain from the sale or exchange of Vista Shares. Preferential tax rates for long-term capital gains are applicable to a U.S. Holder, which is an individual, estate or trust. There are currently no preferential tax rates for long-term capital gains for a U.S. Holder, which is a corporation. Deductions for capital losses are subject to significant limitations, and no loss is allowable on account of the Distribution.

Sales to Discharge Canadian and Other Taxes

If any portion of the Distribution is treated as a dividend for Canadian tax purposes, it is possible that U.S. Holders will be liable for Canadian income taxes which will be withheld at the source. Since no portion of the Distribution is cash except cash paid in lieu of fractional shares, it may be necessary to sell some portion of a U.S. Holder's Allied Nevada Shares to pay such withheld taxes. Such sales will result in the recognition of either short term or ordinary gain or loss for U.S. federal income tax purposes if such shares result in a net amount realized which is greater or lesser than the value for purposes of the Distribution of the Allied Nevada Shares sold. The amount of the Distribution included in income by a U.S. Holder will not be reduced for U.S. federal income tax purposes by the amount withheld. However, the amount withheld may be deductible as a tax or eligible to be claimed as a foreign tax credit subject to the limitations on deductions and credits for foreign income taxes.

U.S. Tax Attributes of Vista Shares and Allied Shares after the Distribution

Subject to the PFIC rules discussed below, a U.S. Holder's basis for its Vista Shares will be the same as its basis before the distribution reduced by the amount that its share of the Distribution was treated as return of capital, and its holding period(s) for its Vista Shares will be based on the original date(s) of acquisition of such shares. Dividend consequences and tax consequences of dispositions of Vista Shares will depend on the PFIC status of Vista and the PFIC election status of the U.S. Holder with respect to its Vista Shares. See "Passive Foreign Investment Company Rules" discussed below.

A U.S. Holder's basis for its Allied Nevada Shares will be the fair market value of such shares received in the Distribution, and its holding period for the Allied Nevada Shares received in the Distribution will commence on the date of the distribution. Dividend consequences and tax consequences of dispositions of Allied Nevada Shares are expected to be similar to the rules generally applicable to dividends and dispositions of shares of U.S. domestic corporations whose shares are publicly held. Accordingly, dividends and, if the holding period and capital assets status requirements are met, sales are likely to qualify for preferential rates.

Passive Foreign Investment Company Rules

General

Vista believes that it was classified as a PFIC under section 1297 of the Code for its most recent taxable year ended on or prior to the date of the Distribution, was a PFIC in earlier taxable years and will be a PFIC for its current taxable year and is likely to continue be a PFIC in subsequent taxable years until it has significant operating income. A non-U.S. corporation generally is classified as a PFIC for U.S. federal income tax purposes in any taxable year if, either (a) at least 75% of its gross income is "passive" income (the "**income test**"), or (b) on average at least 50% of the gross value of its assets is attributable to assets that produce passive income or are held for the production of passive income (the "**asset test**"). For purposes of the income test and the asset test, if a non-U.S. corporation owns directly or indirectly at least 25% (by value) of the stock of another corporation, the non-U.S. corporation will be treated as if it held its proportionate share of the assets of the latter corporation and received directly its proportionate share of the income of that latter corporation. Passive income generally includes dividends, interest, royalties and rents (other than rents and royalties derived in the active conduct of a trade or business and not derived from a related person).

For any taxable year in which Vista is a PFIC, U.S. Holders will be subject to U.S. federal income tax in respect of Vista Shares in accordance with the special rules applicable to investments in PFICs. Under the PFIC rules, the U.S. federal income tax consequences of the ownership of Vista Shares will be governed by the so-called "non-qualified fund" regime, unless either (a) a U.S. Holder elects to treat Vista as a "qualifying electing fund" ("**QEF**"), and Vista annually supplies its U.S. Holders with the information necessary for compliance with the QEF election, or (b) Vista Shares constitute "marketable stock", within the meaning of section 1296 of the Code, and the U.S. Holder elects to mark Vista Shares to market as of the end of each taxable year.

U.S. HOLDERS ARE STRONGLY ADVISED TO CONSULT THEIR OWN TAX ADVISORS ABOUT THE POSSIBLE CHARACTERIZATION OF THE CORPORATION AS A PFIC AS WELL AS THE ADVISABILITY OF MAKING A QEF ELECTION OR A MARK-TO-MARKET ELECTION.

Non-Qualifying Fund

In general, if a QEF election or a mark-to-market election is not made by a U.S. Holder, any gain on a sale or other disposition of Vista Shares by such a U.S. Holder would be treated as ordinary income and would be subject to special tax rules. Under these special tax rules, (a) the amount of any such gain would be allocated ratably over the U.S. Holder's holding period for Vista Shares, (b) the amount of ordinary income allocated to years prior to the year of sale or other disposition would be subject to tax at the highest statutory rate applicable to such U.S. Holder for each such year (determined without regard to other income, losses or deductions of the U.S. Holder for such years), and (c) the tax for such prior years would be subject to an interest charge, computed at the rate applicable to underpayments of tax. Under proposed U.S. Treasury regulations, a "disposition" may include, under certain circumstances, transfers at death, gifts, pledges of shares and other transactions with respect to which gain is not ordinarily recognized. In addition, the adjustment ordinarily made to the tax basis of stock owned by a decedent may not be available with respect to Vista Shares. Rules similar to those applicable to dispositions will generally apply to distributions in respect of Vista Shares that exceed 125% of the average amount of distributions in respect of such Vista Shares during the preceding three years, or, if shorter, during the preceding years in the U.S. Holder's holding period ("**excess distributions**"). Normal dividend rules as described above under "Consequences of the Distribution" apply to distributions which are not "excess distributions" except preferential rates normally applicable to dividends do not apply to PFICs. It must be noted that since Vista has never made any distributions prior to the Distribution. As a result the entire Distribution will be an "excess distribution".

Each U.S. Holder would be required to annually file IRS Form 8621 (Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund) with such U.S. Holder's timely filed U.S. federal income tax return (or with the U.S. Internal Revenue Service Center, P.O. Box 21086, Philadelphia, Pennsylvania 19114, if the U.S. Holder is not required to file a return).

QEF Election

If a U.S. Holder makes a valid and timely-filed QEF election in connection with a purchase of Vista Shares, and provided that Vista annually supplies the information necessary to comply with such election, then the electing U.S. Holder will be required each taxable year to recognize, as ordinary income, a *pro rata* share of Vista's earnings, and to recognize, as capital gain, a *pro rata* share of Vista's net capital gain, in each case without regard to whether distributions are received with respect to Vista Shares for such year. The QEF election, once made, applies to all subsequent taxable years of the U.S. Holder in which it holds Vista Shares until Vista ceases to be a PFIC. If Vista is again a PFIC in any taxable year following a year in which Vista was not treated as a PFIC, the original QEF election continues to be effective. For any taxable year in which Vista is a PFIC and does not have any net income, a U.S. Holder would not have any deduction as a result of the QEF election. Vista will provide the information necessary for complying with the QEF Election. Amounts included in a U.S. Holder's taxable income under the QEF regime would increase such U.S. Holder's tax basis in Vista Shares, and subsequent distributions by Vista would not be taxable to the U.S. Holder, and instead would reduce the U.S. Holder's tax basis in Vista Shares to the extent that the U.S. Holder could demonstrate that the distributions were attributable to previously-taxed income. Distributions not attributable to previously taxed income are taxed as described above under "Consequences of the Distribution" except preferential rates normally applicable to dividends do not apply to PFICs. A U.S. Holder generally would recognize capital gain or loss upon a disposition of Vista Shares that were subject to a QEF election at all times during such U.S. Holder's holding period. Special rules would apply if a U.S. Holder makes a QEF election later than the first taxable year in which Vista Shares are owned (which could result in the U.S. Holder remaining subject to the non-qualifying fund regime described above).

Mark-to-Market Election

If a U.S. Holder makes a valid and timely-filed mark-to-market election, and provided that Vista Shares constitute "marketable stock" within the meaning of section 1296 of the Code, then in any year in which Vista is a PFIC the U.S. Holder annually would be required to report any unrealized gain with respect to its Vista Shares as an item of ordinary income, and would be permitted to deduct any unrealized loss, as an ordinary loss, to the extent of previous inclusions of ordinary income. Any gain subsequently realized by such electing U.S. Holder upon a disposition of Vista Shares also would be treated as ordinary income, rather than capital gain, but such U.S. Holder would not be subject to an interest charge on the resulting tax liability as under the non-qualifying fund regime. A U.S. Holder who makes a mark-to-market election would still be taxed on actual distributions from Vista when received as described above under "Consequences of the Distribution" except preferential rates normally applicable to dividends do not apply to PFICs.

For purposes of the mark-to-market election, marketable stock generally includes stock that is regularly traded on certain established Vista Shares markets within the United States, including the American Stock Exchange, or on any exchange or other market that the IRS determines has trading, listing, financial disclosure, and other rules adequate to carry out the purposes of the mark-to-market election. The Toronto Stock Exchange may qualify as such an exchange. Each U.S. Holder should consult its own advisor as to whether the mark-to-market election is available with respect to Vista Shares. Special rules would apply to a U.S. Holder that held Vista Shares prior to the first taxable year for which the mark-to-market election was effective, which could result in an interest charge for such first taxable year, as under the non-qualifying fund regime described above.

A U.S. Holder choosing to make a mark-to-market election must make the election on Form 8621 for the taxable year of election and must annually file Form 8621 with such U.S. Holder's timely filed U.S. federal income tax return or with the IRS. Once made, a mark-to-market election would be effective for all subsequent taxable years of such U.S. Holder unless revoked with the consent of the Secretary of the Treasury or unless Vista Shares cease to be marketable.

Making of PFIC Elections

The impact of the PFIC rules on a U.S. Holder as a result of the Distribution will depend on whether the U.S. Holder has made a timely and effective election to treat Vista as a qualified electing fund under

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Section 1295 of the Code for the tax year that is the first year in the U.S. Holder's holding period of Vista Shares during which Vista qualifies as a PFIC (a "**QEF Election**"). A U.S. Holder of a PFIC who made such a QEF Election may hereinafter be referred to as an "Electing Shareholder" and a U.S. Holder of a PFIC who did not make a QEF Election may hereinafter be referred to as a "Non-Electing Shareholder." The impact of the PFIC rules on a U.S. Holder as a result of the Distribution may also depend on whether the U.S. Holder has made a mark-to-market election under Section 1296 of the Code.

If a U.S. Holder has not made a timely and effective QEF Election with respect to the first year in the U.S. Holder's holding period in which Vista is a PFIC, such U.S. Holder may qualify as an Electing Shareholder by filing on a timely basis filed U.S. income tax return (including extensions), a QEF Election and a "deemed sale election" to recognize under the rules of Section 1291 of the Code, any gain that he would otherwise recognize if the U.S. Holder sold his stock on the "qualification date". The qualification date is the first day of Vista's tax year in which Vista qualified as a "qualified electing fund" with respect to such U.S. Holder. The deemed sale election can only be made if such U.S. Holder held Vista Shares on the qualification date. By timely making such QEF Election and deemed sale elections, the U.S. Holder will be deemed to have made a timely QEF Election.

In addition to the above rules, under very limited circumstances, a U.S. Holder may make a retroactive QEF Election if such U.S. Holder failed to file the QEF Election documents in a timely manner.

U.S. HOLDERS OF VISTA SHARES WHO HAVE NOT MADE A TIMELY QEF ELECTION OR MARK-TO-MARKET ELECTION MAY BE ELIGIBLE TO MAKE RETROACTIVE ELECTIONS OR OBTAIN ADMINISTRATIVE RELIEF AND ARE URGED TO CONSULT THEIR TAX ADVISORS AS TO THE AVAILABILITY OF SUCH ELECTIONS OR RELIEF IN THEIR CIRCUMSTANCES.

Summary of Impact of PFIC Rules on Treatment of the Distribution for U.S. Holders

All U.S. Holders of Vista Shares will be in one of four groups:

- (1) Non-Electing Shareholder

The entire Distribution will be taxable as ordinary income at the highest rates subject to allocation of such income to prior years and the imposition of interest on tax applicable to prior years.

- (2) Electing Shareholders who have made a timely QEF Election

The entire Distribution will be treated as a reduction of basis to the extent thereof and capital gain to the extent it exceeds such basis. A share of the gain recognized by Vista on account of the Distribution will be includible in the shareholder's income and be a basis adjustment.

- (3) Electing Shareholders who have made a timely Mark-to-Market Election

The entire Distribution will be treated as a dividend to the extent of current and accumulated earnings and profits, then reduce basis to the extent thereof and then result in gain to extent of any remaining value. The reduced basis will be reflected in the amount of income required to be reported in the next mark-to-market.

- (4) Shareholders who have not yet made timely elections, but are able to take, or have taken, remedial action

The tax consequences of the Distribution will depend on the individual circumstances of the shareholders in this group. For some shareholders the tax consequences may be the same as those of the preceding three groups or some combination thereof (in the event of a failure to make a timely election for the first year in which the Vista Shares were shares of a PFIC owned by the shareholder). Shareholders are urged to contact their tax advisors immediately. U.S. Holders of Vista Shares who acquired their Vista Shares in 2005 may be able to make a QEF Election on a 2005 tax return filed before its extended due date.

EVERY U.S. HOLDER OF VISTA SHARES SHOULD PROMPTLY REVIEW ITS RECORDS OR CONSULT WITH ITS TAX ADVISOR TO DETERMINE THE PFIC STATUS OF ITS VISTA SHARES AND DETERMINE WHAT ACTION, IF ANY, IS TO BE TAKEN.

Status of Proposed Regulations

The Proposed Treasury Regulations state that they are to be effective for transactions occurring on or after April 1, 1992. If the Proposed Treasury Regulations are adopted in their current form, the tax consequences to a U.S. Holder of Vista Shares should be as set forth in the preceding paragraphs. However, because the Proposed Treasury Regulations have not yet been adopted in final form, they are not currently effective and there is no assurance they will be finally adopted in the form and with the effective date proposed. Nevertheless, the IRS has announced that, in the absence of final Treasury Regulations, taxpayers may apply reasonable interpretations of Code provisions applicable to PFICs and that it considers the rules set forth in the proposed regulations to be reasonable interpretations of those Code provisions.

The PFIC rules are complex and subject to interpretation. The implementation of certain aspects of the PFIC rules requires the issuance of Treasury Regulations, which in many instances have not been promulgated and which may be promulgated, and which may have retroactive effect. There can be no assurance that any of these proposals will be enacted or promulgated, and if so, the form they will take or the effect that they may have on this discussion. Accordingly, and due to the complexity of the PFIC rules, U.S. Holders are strongly urged to consult their own tax advisors concerning the impact of these rules on their investment in Vista Shares, the Distribution, including, without limitation, whether a QEF Election, "deemed sale" election and "mark-to-market" election may be used to reduce the significant adverse U.S. federal income tax consequences of the PFIC rules.

Dissenting U.S. Holders

Subject to the PFIC rules discussed above, a U.S. Holder who exercises the right to dissent from the Arrangement will recognize gain or loss on the exchange of such holder's Vista Shares for cash in an amount equal to the difference between (i) the amount of cash received (other than amounts, if any, which are or are deemed to be interest for U.S. federal income tax purposes, which amounts will be taxed as ordinary income) and (ii) such holder's adjusted tax basis in its Vista Shares. Subject to the PFIC rules discussed above, such gain or loss generally will be capital gain or loss if such shares were held as capital assets at the time of the Arrangement and will be long-term capital gain or loss if the U.S. Holder's holding period for such shares is more than one year at such time.

Preferential tax rates for long-term capital gains are applicable to a U.S. Holder which is an individual, estate or trust. There are currently no preferential tax rates for long-term capital gains for a U.S. Holder which is a corporation.

Warrantholders

The foregoing discussion does not apply to holders of Vista Warrants. Holders of Vista Warrants are not receiving any cash or other property in the Distribution. Instead the terms of Vista Warrants are being adjusted in accordance with terms of their respective issuance indentures. Such an adjustment should not amount to an exchange which results in the realization of income for U.S. federal income tax purposes for holders of Vista Warrants who would be U.S. Holders with respect to Vista Shares. If the adjustments were to be characterized as an exchange, it could be fairly characterized as a recapitalization which is a reorganization described in Section 368(a)(1)(E) of the Code in which no gain is recognized since Vista Securities are being exchanged for Vista Securities. Warrants are considered to be securities with a zero principal amount under the reorganization provisions. As a consequence, holders of Vista Warrants will recognize no gain for U.S. federal income tax purposes as a result of the adjustment of terms and will have the same adjusted basis for Vista Warrants after the Distribution as they had before the Distribution. If the adjustment is not an exchange, there is no reportable event for U.S. tax purposes. If the adjustment is characterized as an exchange it should be reported to the same extent as any other exchange in which no gain is recognized. Holders of Warrants should consult their independent tax advisers as to appropriate treatment.

Optionholders

The foregoing discussion does not apply to holders of Vista Options. The Arrangement will not result in current U.S. income tax liability for holders of Vista Options who will become U.S. Holders upon exercise since

the issuance or modification of an option granted to an employee or other grantee in connection with services does not result in current income for U.S. federal income tax purposes under the Regulations under Code Section 421. However, the grant of an option to purchase stock for a price which is less than the value of the stock at date of grant may have materially adverse consequences at date of exercise under Code Section 409A. Under current Regulations the modification of an existing option to reflect a corporate transaction such as the Arrangement will not be treated as new grant if two tests are met. The first is the spread test which is met if the difference between the price at which the underlying stock may be purchased ("**strike price**") and the value of the underlying stock which the optionholder may purchase ("**stock value**") is unchanged. The second is the ratio test which is met if the ratio of the strike price to the stock value is unchanged. The question of whether these tests have been met in the Arrangement will depend on whether the values of Vista Shares and Allied Nevada Shares used to modify the existing options will satisfy applicable requirements. While Vista intends to take steps to use reasonable valuation methods, there can be no assurance that the applicable tests will be met. Since this is a complex subject, and the valuation rules are evolving and being refined, Vista Optionholders should consult their independent tax advisors.

No Ruling or Legal Opinion

No opinion of legal counsel and no ruling from the IRS concerning the U.S. federal income tax consequences of the Distribution have been obtained and none will be requested. This summary is not binding on the IRS and the IRS is not precluded from taking a different position or positions. U.S. Holders should be aware that some of the U.S. federal income tax consequences of the Distribution are governed by provisions of the Code as to which there are no final Treasury Regulations and little or no judicial or administrative guidance.

Backup Withholding Tax and Information Reporting Requirements

Payments to certain U.S. Holders of dividends made on, or the proceeds of the sale or other disposition of, the Vista Shares may be subject to information reporting and U.S. federal backup withholding tax at the rate of 28% (subject to periodic adjustment) if the U.S. Holder fails to supply an accurate taxpayer identification number or otherwise fails to comply with applicable U.S. information reporting or certification requirements. Any amount withheld from a payment to a U.S. Holder under the backup withholding rules is allowable as a credit against the U.S. Holder's U.S. federal income tax, provided that the required information is furnished to the IRS. Since no portion of the Distribution is cash, it may be necessary to sell some portion of a U.S. Holder's Allied Nevada Shares to pay such withheld taxes. Such sales will result in the recognition of either short term or ordinary gain or loss for U.S. federal income tax purposes if they result in a net amount realized which is greater or lesser than the value for purposes of the Distribution of the Allied Nevada Shares sold. The amount of the Distribution included in income by a U.S. Holder will not be reduced for U.S. federal income tax purposes by the amount withheld.

Certain United States Federal Income Tax Consequences of the Ownership and Disposition of Allied Nevada Shares for Persons Other Than U.S. Holders

Scope of This Disclosure

Transactions Addressed

The following discussion is a summary of the anticipated material U.S. federal income tax consequences arising from and relating to the ownership and disposition of Allied Nevada Shares acquired as a result of the Distribution (as defined in this Circular) that are generally applicable to Non-U.S. Holders of Vista Shares.

The following discussion of the anticipated material U.S. federal income tax considerations arising from and relating to the disposition of Allied Nevada Shares acquired as a result of the Distribution is for general information only, and does not purport to be a complete analysis or listing of all U.S. federal income tax consequences that may apply to a Non-U.S. Holder of Vista Shares. Non-U.S. Holders of Vista Shares are strongly urged to consult their own tax advisors to determine the particular tax consequences to them of the disposition of Allied Nevada Shares acquired as a result of the Distribution and any other U.S. tax matters that may be relevant in regard to their Allied Nevada Shares, including the application and effect of U.S. federal, state, local, and other tax laws.

Persons Not Addressed

The U.S. federal income tax consequences to the following persons (including persons who are Non-U.S. Holders) are not addressed in this summary, and the following persons are accordingly urged to consult with their own tax advisors regarding the U.S. federal income tax consequences to them of a disposition of Allied Nevada Shares: (a) Vista and Allied Nevada, (b) persons who acquired Allied Nevada Shares other than in the Distribution, (c) persons who are subject to special U.S. federal income tax treatment such as financial institutions, real estate investment trusts, tax-exempt organizations, qualified retirement plans, individual retirement accounts, regulated investment companies, insurance companies, dealers in securities or currencies, or traders in securities that elect to apply a mark-to-market accounting method, (d) persons who acquired Allied Nevada Shares pursuant to an exercise of employee stock options or rights or otherwise as compensation for services, (e) persons who hold Allied Nevada Shares as part of a position in a straddle or as part of a hedging or conversion transaction and (f) persons who own their Allied Nevada Shares other than as a capital asset as defined in the Code.

U.S. Tax Consequences to Non-U.S. Holders of Disposition of Allied Nevada Shares Generally

The U.S. does not tax non-resident aliens on their U.S. capital gains from stock unless they are in the U.S. for more than 183 days in the tax year in which the gain is realized and recognized or the gains are effectively connected with a U.S. trade or business. If the non-resident alien is within the U.S. for more than 183 days in the tax year in which the gain is realized and recognized and the gains are not effectively connected with a U.S. trade or business, the gains are subject to withholding at a 30% or lower treaty rate. If the gains are effectively connected with a U.S. trade or business, they are taxed at graduated individual or corporate rates.

U.S. Real Property Holding Corporation Status of Allied Nevada

Vista has been advised that Allied Nevada is likely to be a United States Real Property Holding Corporation ("USRPHC") as defined in Section 897(c)(2) of the Code. A USRPHC is treated as a U.S. real property interest ("USRPI") and gain or loss from the disposition of a USRPI is generally treated as gain which is effectively connected with a U.S. trade or business. However, Section 897(c)(3) of the Code provides that shares of a class of stock that is regularly traded on an established securities market shall be treated as a USRPI only in the case of a person who holds (or held within 5 years previously) more than 5% of such class of stock. Attribution rules apply in determining whether the 5% threshold has been passed, but it appears likely that the Allied Nevada Shares distributed to Vista Shareholders will be regularly traded on an established securities market immediately after the Distribution and that few, if any, Non-U.S. Holders will own as much as 5% of the Allied Nevada shareholders as a result of the Distribution of Allied Nevada Shares in respect to Vista Shares. Consequently, it is unlikely that the Allied Nevada Shares will be treated as a USRPI in the hands of a Non-U.S. Holder as a result of the Distribution unless additional Allied Nevada Shares are acquired by the Non-U.S. Holder or some event occurs which would cause Allied Nevada Shares to cease to be regularly traded on an established securities market.

U.S. Tax Consequences to Non-U.S. Holders of Allied Nevada Shares of Dividends and Other Distributions

Distributions by Allied Nevada to its shareholders with respect to stock are treated first as dividends to the extent that Allied Nevada has current or accumulated earnings and profits, then by the shareholder as return of capital to the extent of the shareholder's adjusted basis for its Allied Nevada Shares and thereafter as gain from sale or exchange of the shareholder's Allied Nevada Shares (See "U.S. Tax Consequences to Non-U.S. Holders of Disposition of Allied Nevada Shares Generally" and "U.S. Real Property Holding Corporation Status of Allied Nevada"). The dividend component of any such distribution is treated as United States source gross income for Non-U.S. Holders of Allied Nevada Shares, and they will be subject to withholding under Section 1441 of the Code with respect to so much of the distribution as is treated as a dividend. The withholding rate is generally 30%, but may be reduced pursuant to a treaty. The Canada/U.S. Tax Treaty currently provides for a withholding rate of 15% on dividends generally. In the unlikely event the Allied Nevada Shares are a USRPI (See "U.S. Real Property Holding Corporation Status of Allied Nevada"), a 10% withholding tax may be imposed on the gain component of any such distribution. Non-U.S. Holders may be required to provide specific

documentation to claim a treaty exemption or other relief or to avoid withholding with respect to the entire distribution.

U.S. Estate and Gift Tax Consequences of Transfers of Allied Nevada Shares

Shares of stock of a company incorporated in the United States such as Allied Nevada are considered U.S. situs property for U.S. estate tax purposes and will be subject to U.S. estate tax if they are owned by an individual Non-U.S. Holder at the death of the Non-U.S. Holder. The U.S. has estate tax treaties with many countries, including Canada, which may effect the situs, and the U.S. taxability of the Allied Nevada Shares, for U.S. estate tax purposes. It should be noted that the U.S.-Canada estate tax treaty provides that shares of stock of a company have a situs where the company is incorporated and does not alter the statutory result. However, since estate and gift tax rules are extremely complex and results may vary depending on how the shares are owned, the origin of ownership, the mode of ownership and other interests of the decedent as well as other circumstances, each Non-U.S. Holder of Allied Nevada Shares should consult an independent tax advisor with respect to U.S. estate and gift tax consequences applicable to ownership of Allied Nevada Shares in his or her circumstances. U.S. estate tax is imposed using a progressive rate schedule with the highest marginal rate currently being 46%. Although the effect of the tax may be largely mitigated or eliminated by double taxation credit relief in the decedent's home country, many taxpayers do not find this relief satisfactory and seek to avoid the tax by holding their shares in U.S. corporations through non-U.S. corporations which will not result in U.S. estate tax on the beneficial shareholder's death.

SINCE THE U.S. ESTATE TAX CONSEQUENCES ARISING FROM THE DEATH OF AN ALLIED NEVADA SHAREHOLDER MAY BE SEVERE EACH NON-U.S. HOLDER SHOULD ADDRESS THIS AS PART OF THE SHAREHOLDER'S ESTATE PLAN AND OBTAIN THE ADVICE OF A COMPETENT INDEPENDENT TAX ADVISOR.

Non-U.S. Holders of Allied Nevada Shares who are individuals are generally not subject to the federal gift tax on transfers of intangible personal property such as the Allied Nevada Shares.

THIS SUMMARY IS OF A GENERAL NATURE ONLY AND IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED TO BE, LEGAL, BUSINESS OR TAX ADVICE TO ANY PARTICULAR SECURITYHOLDER. EACH NON-U.S. HOLDER SHOULD SEEK U.S. FEDERAL TAX ADVICE, BASED ON SUCH NON-U.S. HOLDER'S PARTICULAR CIRCUMSTANCES, FROM AN INDEPENDENT TAX ADVISOR.

CERTAIN SECURITIES MATTERS

Canadian Securities Matters

The securities of Vista and Allied Nevada issued to Vista Securityholders pursuant to the Arrangement will be issued in reliance on statutory exemptions from the prospectus and registration requirements of applicable securities laws in certain Canadian jurisdictions. The Vista New Shares and Allied Nevada Shares issued to Vista Securityholders pursuant to the Arrangement will generally not be subject to restrictions on transfer in any of these jurisdictions provided that: (i) the resale of such securities is made through a registered dealer or in reliance on an exemption from such requirements, (ii) no unusual effort is made to prepare the market or to create a demand for the securities and no extraordinary commission or consideration is paid in respect of the trade, (iii) the resale is not made by a "control person" as defined by applicable Securities Legislation, (iv) if the seller is an insider or officer of Vista or Allied Nevada, the seller has no reasonable grounds to believe Vista or Allied Nevada, as the case may be, is in default of Securities Legislation, and (v) there are no cease trade orders or other orders prohibiting trading of the securities.

Ontario Securities Commission Rule 61-501 and the equivalent Regulation Q-27 in Québec (the "**Related Party Rules**") govern, among other things, business combinations and related party transactions. However, these Related Party Rules do not apply to the proposed Arrangement since the Vista Securityholders will be treated identically on a per security basis and no related party of Vista or Allied Nevada is entitled, directly or indirectly, to receive any advantage or a collateral benefit (as defined in the Related Party Rules) of any form as a consequence of the Arrangement.

The completion of the Arrangement is subject to receipt of all necessary regulatory approvals, including certain approvals of the Exchanges. See "The Arrangement Agreement - Conditions to Closing".

Stock Exchange Listings

The issued and outstanding Vista Shares are listed and posted for trading on the Exchanges under the trading symbol "VGZ". Applications will be made to list both the Vista New Shares (under the trading symbol "VGZ") and the Allied Nevada Shares (under the trading symbol "ANV") on the TSX prior to the Effective Time of the Arrangement. The listing of the Allied Nevada Shares and the Vista New Shares on the TSX will be subject to, among other things, meeting the minimum listing requirements and obtaining the TSX's approval. Prior to the Effective Date, application will be made to list the Vista New Shares and the Allied Nevada Shares on the AMEX. It is expected that the listing of such shares on the AMEX will occur as soon as possible after the Effective Date. The Vista Shares will be delisted from the Exchanges following the Effective Date. The closing price of the Vista Shares on July 7, 2006, the last trading day prior to the public announcement of the Arrangement, was CDN\$10.45 per Vista Share on the TSX and \$9.39 per Vista Share on the AMEX, and on the Record Date was CDN\$ per Vista Share on the TSX and \$ per Vista Share on the AMEX. The average closing price of the Vista Shares on the TSX during the 30 trading days ending on October , 2006 was approximately CDN\$ per Vista Share on the TSX and \$ per Vista Share on the AMEX.

U.S. Securities Matters

The following discussion is only a general overview of certain requirements of United States securities laws applicable to the issuance and resale of securities of Vista and Allied Nevada received by Vista Securityholders upon completion of the Arrangement. All holders of such securities of Vista and Allied Nevada are urged to consult with counsel to ensure that the resale of their securities complies with applicable Securities Legislation.

Issuance of Securities by Vista and Allied Nevada Pursuant to the Arrangement

The issuance of securities by Vista and Allied Nevada to Vista Securityholders pursuant to the Arrangement will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be effected in reliance upon the exemption from registration under the U.S. Securities Act provided by Section 3(a)(10) thereof. Section 3(a)(10) of the U.S. Securities Act exempts from registration a security that is issued in exchange for outstanding securities where the terms and conditions of such issuance and exchange are approved, after a hearing upon the fairness of such terms and conditions at which all persons to whom it is proposed to issue securities in such exchange have the right to appear, by a court or by a governmental authority expressly authorized by law to grant such approval. 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 of the Court will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act with respect to the issuance of the securities of Vista and Allied Nevada to Vista Securityholders pursuant to the Arrangement.

U.S. Resale Restrictions

The following discussion is only a general overview of certain requirements of U.S. securities laws applicable to the securities issuable pursuant to the Arrangement. **All holders of such securities are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.**

Securities of Vista and Allied Nevada received by a holder who will be an "affiliate" of Vista or Allied Nevada after the Arrangement or is an "affiliate" of Vista or Allied Nevada prior to the Arrangement will be subject to certain restrictions on resale imposed by the U.S. Securities Act. 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 the issuer, and generally includes executive officers and directors of the issuer as well as principal shareholders of the issuer.

Persons who are not affiliates of Vista or Allied Nevada prior to the Arrangement and who are not affiliates of Vista and Allied Nevada after the Arrangement may resell the securities of Vista and Allied Nevada that they receive in connection with the Arrangement in the United States without restriction or registration under the U.S. Securities Act. Persons who are affiliates of Vista or Allied Nevada prior to the Arrangement may not sell

the securities of Vista and Allied Nevada that they receive in connection with the Arrangement in the absence of registration under the U.S. Securities Act, unless an exemption or exclusion from registration is available, such as the exemptions contained in Rule 145(d) or the exclusion provided by Regulation S under the U.S. Securities Act, discussed below.

In general, under Rule 145(d), persons who are affiliates of Vista or Allied Nevada prior to the Arrangement will be entitled to sell in the United States, during any three-month period, a portion of Vista New Shares and Allied Nevada Shares that they receive in connection with the Arrangement, provided that the number of such shares sold does not exceed the greater of one percent of the then outstanding securities of such class or, if such securities are listed on a United States securities exchange or traded on the Nasdaq Stock Market, the average weekly trading volume of such securities during the four-week period preceding the date of sale, subject to specified restrictions on manner of sale, aggregation rules and the availability of current public information about Vista and Allied Nevada. Persons who are affiliates of Vista or Allied Nevada prior to the Arrangement but who are not affiliates of Vista or Allied Nevada after the Arrangement and who hold their Vista New Shares and Allied Nevada Shares received in connection with the Arrangement for a period of one year after the Arrangement, may sell such shares in the United States without regard to the volume and manner of sale restrictions set forth in the preceding sentence, provided that current public information about Vista and Allied Nevada is available. Persons who are affiliates of Vista or Allied Nevada prior to the Arrangement and who hold their Vista New Shares and Allied Nevada Shares received in connection with the Arrangement for a period of two years after the Arrangement may sell such shares in the United States, without any of the above restrictions, provided that they have not been affiliates of Vista or Allied Nevada during the three-month period preceding the resale. Persons who are affiliates of Vista or Allied Nevada prior to the Arrangement and who are affiliates of Vista or Allied Nevada after the Arrangement will continue to be subject to the resale restrictions described in the first sentence of this paragraph for so long as they continue to be affiliates of Vista or Allied Nevada.

Resales of Securities Pursuant to Regulation S

In general, under Regulation S, persons who are affiliates of Vista or Allied Nevada prior to the Arrangement and who are not affiliates of Vista or Allied Nevada after the Arrangement or who are affiliates of Vista or Allied Nevada solely by virtue of their status as an officer or director of Vista or Allied Nevada may sell their Vista New Shares and Allied Nevada Shares outside the United States in an "offshore transaction", which would include a sale through the TSX, provided the offer of the securities is not made to a person in the United States and neither the seller nor any person acting on the seller's behalf knows the transaction has been prearranged with a buyer in the United States. In addition, neither the seller nor any person acting on its behalf may engage in "directed selling efforts". In the case of a sale of Vista New Shares and Allied Nevada Shares by an officer or director who is an affiliate of Vista or Allied Nevada solely by virtue of holding such position, there would be an additional requirement that no selling commission, fee or other remuneration is paid in connection with such sale other than a usual and customary broker's commission. For purposes of Regulation S, "directed selling efforts" means "any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered" in the sale transaction. Certain additional and significant restrictions are applicable to a holder of Vista New Shares and Allied Nevada Shares who is an affiliate of Vista or Allied Nevada after the Arrangement other than by virtue of his or her status as an officer or director of Vista or Allied Nevada.

Shares Underlying Options

Section 3(a)(10) of the U.S. Securities Act does not exempt the issuance of securities issued upon the exercise or conversion of securities previously issued pursuant to Section 3(a)(10). As of the date hereof, Allied Nevada Shares issuable upon exercise of options to be issued by Allied Nevada pursuant to the Arrangement have not been registered under the U.S. Securities Act or any applicable state securities laws of the United States. Therefore, options to acquire Allied Nevada Shares may not be exercised by any person unless such Allied Nevada Shares issuable upon the exercise thereof have been registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or exemptions from such registration requirements are available.

Allied Nevada plans to file a Registration Statement on Form S-8 to register under the U.S. Securities Act the Allied Nevada Shares issuable upon the exercise of Allied Nevada Options. The Vista New Shares to be issued upon the exercise of Vista New Options are deemed registered under the U.S. Securities Act pursuant to Registration Statements on Forms S-8 (File Nos. 333-105621 and 333-134767) previously filed with the SEC.

INFORMATION RELATING TO VISTA

Name, Address and Incorporation

Vista was originally incorporated on November 28, 1983, under the name "Granges Exploration Ltd.". In November 1983, Granges Exploration Ltd. acquired all the mining interests of Granges AB in Canada. On June 28, 1985, Granges Exploration Ltd. and Pecos Resources Ltd. amalgamated under the name "Granges Exploration Ltd." and on June 9, 1989, Granges Exploration Ltd. changed its name to "Granges Inc.". On May 1, 1995, Granges Inc. and Hycroft Resources & Development Corporation were amalgamated under the name "Granges Inc.". Effective November 1, 1996, Granges Inc. and Da Capo Resources Ltd. amalgamated under the name "Vista Gold Corp.". Effective December 17, 1997, Vista was continued from British Columbia to the Yukon Territory, Canada under the *Business Corporations Act* (Yukon Territory).

On May 8, 2002 Vista amended its articles of continuance to consolidate every twenty common shares then issued and outstanding into one new common share.

Vista was extra-provincially registered in British Columbia on February 4, 1998, in Ontario on April 29, 1997 and in Manitoba on October 17, 2005.

The current addresses, and telephone and facsimile numbers of the offices of Vista are:

Executive Office

Suite 5 - 7961 Shaffer Parkway
Littleton, Colorado, USA 80127
Telephone: (720) 981-1185
Facsimile: (720) 981-1186

Registered and Records Office

200 - 204 Lambert Street
Whitehorse, Yukon Territory, Canada Y1A 3T2
Telephone: (867) 667-7600
Facsimile: (867) 667-7885

Intercorporate Relationships

The name, place of incorporation, continuance or organization, and percent of voting securities owned or controlled by Vista as of December 31, 2005, for each subsidiary of Vista is set out below.

(1) Mineral Ridge Resources Inc. is in the process of being dissolved.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Documents Incorporated by Reference

Information has been incorporated by reference in this Circular from documents filed with securities commissions or similar authorities in Canada and, as noted below, in the United States. Copies of the documents incorporated herein by reference may be obtained by Vista Securityholders without charge, on request to the Secretary of Vista at 1200 Waterfront Centre, 200 Burrard Street, Vancouver, British Columbia, Canada, V7X 1T2 (telephone (604) 640-4102) and are also available electronically on SEDAR at www.sedar.com and, as to documents noted in parentheses next to documents 1-14 below, on the SEC's EDGAR database at www.sec.gov/edgar.shtml. Financial information respecting Vista is provided in Vista's financial statements and management's discussion and analysis.

The following documents of Vista, filed with securities commissions or similar authorities in Canada, are specifically incorporated by reference into and form an integral part of this Circular, as are those documents noted in parentheses next to documents 1-14 below, filed with the SEC:

1. Vista Financial Statements, together with the auditors' report thereon (Vista Form 10-K);
2. management's discussion and analysis of financial position and results of operations of Vista for the years ended December 31, 2005 and 2004 (Vista Form 10-K);
3. unaudited comparative financial statements and the notes thereto for the six-month period ended June 30, 2006 (Vista's Quarterly Report on Form 10-Q for the quarter ended June 30, 2006);
4. management's discussion and analysis of financial position and results of operations of Vista for the six-month period ended June 30, 2006 (Vista's Quarterly Report on Form 10-Q for the quarter ended June 30, 2006);
5. Vista's Annual Report on Form 10-K dated March 31, 2006 for the year ended December 31, 2005, as amended by Amendment No. 1 thereto (Vista Form 10-K);
6. Vista's information circular dated March 21, 2006 (Vista's Definitive Proxy Statement on Schedule 14A filed with the SEC dated March 21, 2006);
7. material change report dated January 29, 2006 regarding a non-brokered private placement (Vista's Current Report on Form 8-K filed on January 23, 2006);
8. material change report dated January 31, 2006 regarding the results of the updated feasibility study in respect of the Hycroft Mine and Paredones Amarillos Gold Project (Vista's Current Report on Form 8-K filed on February 1, 2006);
9. material change report dated February 3, 2006 regarding the closing of a \$3,280,904 private placement (Vista's Current Report on Form 8-K filed on February 6, 2006);
10. material change report dated March 6, 2006 regarding the acquisition of the Mt. Todd mine (Vista's Current Report on Form 8-K filed on March 6, 2006);
11. material change report dated June 29, 2006 regarding the announced resource estimate for the Mt. Todd mine (Vista's Current Report on Form 8-K filed on June 27, 2006);
12. material change report dated July 13, 2006, announcing the execution of a binding letter of intent in respect of the proposed acquisition of the Nevada mineral properties of the Pescios and the proposed spin-off of our Nevada properties (Vista's Current Report on Form 8-K filed on July 12, 2006 as amended by Amendment No. 1 thereto filed on August 16, 2006 and Amendment No. 2 thereto filed on August 25, 2006);

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

13. material change report dated August 16, 2006 announcing that Vista intends to file a shelf registration with the SEC relating to the proposed offering of up to 4 million Vista Shares (Vista's Amendment No. 1 to Current Report on Form 8-K filed on August 16, 2006);
14. material change report dated September , 2006 announcing the entering into of the Arrangement Agreement (Vista's Current Report on Form 8-K filed on September 26, 2006);

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

15. technical report titled "Report NI 43-101 Technical Report on the Mt. Todd Gold Project, Northern Territory, Australia" dated June 26, 2006;
16. technical report titled "Technical Report, Paredones Amarillos Project, Baja Sur, Mexico" dated September 23, 2005;
17. technical report titled "Mineral Resource Estimate for the Awak Mas Deposit Sulawesi, Indonesia" dated December 1, 2004;
18. technical report titled "Yellow Pine Project, Idaho, USA, Technical Report" dated November 17, 2003;
19. technical report titled "Technical Report, Long Valley Project, Mono Country, California USA" dated February 20, 2003;
20. technical report titled "Technical Report for the Guadalupe de Los Reyes Gold-Silver Project, State of Sinaloa, Western Mexico" dated July 17, 2003;
21. technical report titled "Resource Estimate for the Paredones Amarillos Property, Baja California Sur, Mexico" dated August 20, 2002;
22. technical report titled "Amayapampa Project Update Scoping Study" dated September 21, 2006;
23. technical report titled "Updated Technical Report Vista Gold Corp., Hycroft Mine, Winnemucca, Nevada, USA" dated August 14, 2006;
24. technical report titled "Updated Technical Report, Wildcat Project, Pershing County, Nevada USA" dated August 14, 2006;
25. technical report titled "Maverick Springs, Nevada, USA" dated July 30, 2006;
26. technical report titled "Mountain View, Nevada, USA" dated July 31, 2006;
27. technical report titled "Updated Technical Report, Hasbrouck Project, Esmeralda County, Nevada USA" dated August 14, 2006;
28. technical report titled "Updated Technical Report, Three Hills Project, Esmeralda County, Nevada USA" dated August 14, 2006;
29. technical report titled "Summary Report on the Beowawe Gold Property, Eureka and Lander Counties, Nevada for Allied Nevada Gold Corp. and Vista Gold Corp." dated August 15, 2006;
30. technical report titled "Technical Report on the Cobb Creek, McCall Area Elko County, Nevada" dated September 18, 2006;
31. technical report titled "Summary Report on the Dixie Flats Project, Elko Nevada for Staccato Gold Resources Ltd., Allied Nevada Gold Corp. and Vista Gold Corp." dated August 15, 2006;
32. technical report titled "Technical Report on the Dome Property, Izzenhood Mining District, Lander County, Nevada, USA" dated September 11, 2006;

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

33. technical report titled "Technical Report on the Wild Horse Property, Ivanhoe District, Elko County, Nevada, USA" dated September 12, 2006;
34. technical report titled "Technical Report For the Eden Exploration Property in Pershing and Humboldt Counties, Nevada, USA, For Vista Gold Corp. and Allied Nevada Gold Corp." dated September 22, 2006;
35. technical report titled "Technical Report For The North Carlin Exploration Property in Elko County, Nevada, USA, For Vista Gold Corp. and Allied Nevada Gold Corp." dated September 22, 2006;
36. technical report titled "Technical Report For the North Mill Creek, Elder Creek and NAD Exploration Properties in Lander County, Nevada, USA, For Vista Gold Corp. and Allied Nevada Gold Corp." dated September 22, 2006;

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

37. technical report titled "Evaluation of The Gold Resource On the Pony Creek Property, Larrabee Mining District, Elko County, Nevada For Vista Gold Corp. and Allied Nevada Gold Corp." dated September 22, 2006;
38. technical report titled "Technical Report on the Rock Creek-South Silver Cloud Gold-Silver Property, Carlin Mining District, Elko County, Nevada, USA" dated August 18, 2006;
39. technical report titled "Technical Report on the Santa Renia Gold-Silver Property, Carlin Mining District, Elko County, Nevada, USA" dated August 1, 2006;
40. technical report titled "Technical Report For the Switch and Six Mile Exploration Properties in Elko County, Nevada, USA, For Vista Gold Corp. and Allied Nevada Gold Corp." dated September 22, 2006;
41. technical report titled "Technical Report For the Toy Exploration Property in Lander County, Nevada, USA, For Vista Gold Corp. and Allied Nevada Gold Corp." dated September 22, 2006;
42. technical report titled "Technical Report For the Tusk Exploration Property in Lander County, Nevada, USA, For Vista Gold Corp. and Allied Nevada Gold Corp." dated September 22, 2006; and
43. technical report titled "Technical Report on the Woodruff-Tonka Gold-Silver Property, Carlin Trend, Rain Mining District, Elko County, Nevada, USA" dated August 20, 2006.

Any material change reports (excluding confidential reports), comparative interim financial statements and comparative annual financial statements, together with the auditors' reports thereon, business acquisition reports and information circulars filed by Vista with the securities commissions or similar authorities in the Provinces and the Yukon Territory of Canada subsequent to the date of this Circular and prior to the Meeting shall be deemed to be incorporated by reference in this Circular.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Circular to the extent that a statement contained herein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Circular.

General Development of the Business of Vista

Vista is currently engaged in the evaluation, acquisition, exploration and advancement of gold exploration and potential development projects. Vista's approach to acquisitions of gold projects has generally been to seek projects within political jurisdictions with well established mining, land ownership and tax laws, which have adequate drilling and geological data to support the completion of a third-party review of the geological data and to complete an estimate of the mineralized material. In addition, Vista looks for opportunities to improve the value of its gold projects through exploration drilling and/or the introduction of technological innovations. Vista expects that emphasis on gold project acquisition and improvement will continue in the future.

Currently Vista's holdings include the Maverick Springs, Mountain View, Hasbrouck, Three Hills and Wildcat projects and the Hycroft mine, all located in Nevada; the Long Valley project in California; the Yellow Pine project in Idaho; the Paredones Amarillos and Guadalupe de los Reyes projects in Mexico; the Amayapampa project in Bolivia; the Awak Mas project in Indonesia; the 53 properties in Nevada and Colorado that were purchased in December 2005 through Vista's subsidiary Victory Gold Inc. (formerly described as the F.W. Lewis, Inc. properties), and the Mt. Todd gold mine in the Northern Territory, Australia, the purchase of which Vista completed in June 2006. Vista also owns five exploration properties in Canada and approximately

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

25% of the shares of Zamora Gold Corp., a company exploring for gold in Ecuador. In July 2006, Vista agreed to sell three of these Canadian exploration properties to Hatton Capital Corp.

Vista does not produce gold in commercial quantities and does not currently generate operating earnings. Through fiscal 2005 and fiscal 2006 to date, funding to acquire gold properties, explore and to operate Vista has been acquired through private placements of equity units consisting of Vista Shares and warrants to purchase Vista Shares. Vista expects to continue to raise capital through the exercise of warrants and through additional equity financings.

Private Placement Financing

In February 2006, Vista announced the closing of a non-brokered private placement financing. Vista raised gross proceeds of \$3,280,904 from the sale of 649,684 units priced at \$5.05 per unit. Each unit consists of one Vista Share and one warrant. Each warrant will entitle the holder to acquire one Vista Share at an exercise price of \$6.00 for a period of two years from the date of issue.

Acquisition of Mt. Todd Gold Mine, Northern Territory, Australia

As previously reported, effective March 1, 2006, Vista and its subsidiary Vista Gold Australia Pty Ltd. entered into agreements with Ferrier Hodgson, the Deed Administrators for Pegasus Gold Australia Pty Ltd., the government of the Northern Territory of Australia and the Jawoyn Association Aboriginal Corporation ("**JAAC**") and other parties named therein, subject to regulatory approvals, to purchase the Mt. Todd gold mine (also known as the Yimuy Manjerr gold mine) in the Northern Territory, Australia. Under these agreements, Vista is guarantor of the obligations of its subsidiary Vista Gold Australia Pty Ltd. ("**Vista Australia**" and with Vista, referred to as "**Vista Gold**" in summaries of agreement terms herein).

As part of the agreements, Vista Gold has agreed to pay Pegasus approximately \$743,000 and receive a transfer of the mineral leases and certain mine assets; and pay the Northern Territory's costs of management and operation of the Mt. Todd site up to a maximum of approximately \$278,625 during the first year of the term (initial term is five years, subject extensions), and assume site management and pay management and operation costs in following years. Additionally, Vista is to issue Vista Shares with a value of CDN. \$1.0 million (amounting to 177,053 Vista Shares) as consideration for the JAAC entering into the agreement and for rent for the use of the surface overlying the mineral leases until a decision is reached to begin production. Other agreement terms provide that Vista Gold will undertake a technical and economic review of the mine and possibly form one or more joint ventures with the JAAC. The transactions contemplated under the agreements were completed and effective in June 2006. The amounts set forth above were transferred to escrow accounts and have since been released.

Description of Vista's Business

The business of Vista is described in detail in the Vista Form 10-K, which information has been incorporated by reference in this Circular. See " Documents Incorporated by Reference".

Directors and Officers

The following table sets out the names of the current directors and executive officers of Vista, their respective municipalities of residence, positions with Vista, principal occupations within the five preceding years, periods during which each director has served as a director and the number of Vista Shares and percentage of issued Vista Shares beneficially owned, directly or indirectly, or subject to control or direction by that person.

The term of each of the current directors of Vista will expire at the close of Vista's next annual general meeting, or until his successor is duly elected or appointed, unless his office is earlier vacated. The Vista Board will not change as part of the Arrangement. The Vista Board has an Audit Committee, a Compensation

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Committee and a Corporate Governance Committee. In addition, as further discussed in this Circular, the Vista Board has a Special Committee.

Name, Residence and Position	Principal Occupation, Business or Employment ⁽¹⁾	Director of Vista Since	Number of Vista Shares Held ⁽²⁾	Percentage of Issued Capital
JOHN M. CLARK ⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾ Toronto, Ontario, Canada <i>Director</i>	Chartered Accountant; President of Investment and Technical Management Corp., from February 1999 to present. Also, director of Impact Energy Inc., trustee of Thunder Energy Trust, director of Thunder Energy Inc., director of Marketvision Direct, Inc., director of Alberta Clipper Energy Inc. and CFO and a director of Polaris Geothermal Inc.	May 18, 2001	45,000 ⁽⁷⁾	*
W. DURAND EPPLER ⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾ Denver, Colorado, USA <i>Director</i>	Businessman; Chief Executive Officer and Director of Coal International PLC; President of New World Advisors from August 2004 to present; formerly with Newmont Mining Corporation 1995 to 2004 as Vice President of Newmont Capital, Ltd., President of Newmont Indonesia, Vice President of Corporate Development and Vice President of Corporate Planning of Newmont Mining Corporation. Also, director of Augusta Resource Corporation. It is anticipated that Mr. Eppler will be a member of the Allied Nevada Board.	October 13, 2004	55,000 ⁽⁷⁾	*
C. THOMAS OGRYZLO ⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾ San Jose, Costa Rica <i>Director</i>	Businessman; President, Chief Executive Officer and Director of Polaris Geothermal Inc. from 2003 to present; President and Chief Executive Officer of Canatec Development Corporation, a resource management company, from January 2000 to 2003; President and Chief Executive Officer of Black Hawk Mining Inc. and its subsidiary Triton Mining Corporation, both gold mining companies, from July 1997 to January 2000. Director of Tiomin Resources Inc., Baja Mining Corp. and Birim Goldfields Inc.	March 8, 1996	75,000 ⁽⁷⁾	*
ROBERT A. QUARTERMAIN Vancouver, British Columbia, Canada <i>Director</i>	Geologist; President and Chief Executive Officer of Silver Standard Resources Inc., a silver resource company, from January 1985 to present; Director of Radiant Resources Inc., Minco Silver Corporation, Canplats Resources Corporation and IAMGold Corporation and Triumph Gold Corp.	April 26, 2002	177,465 ⁽⁸⁾	*

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Name, Residence and Position	Principal Occupation, Business or Employment ⁽¹⁾	Director of Vista Since	Number of Vista Shares Held ⁽²⁾	Percentage of Issued Capital
<p>MICHAEL B. RICHINGS Port Ludlow, Washington, USA <i>Director, President and Chief Executive Officer</i></p>	<p>Currently, the President and Chief Executive Officer of the Corporation and formerly, President and Chief Executive Officer of the Corporation from June 1995 to September 2000. Also, director of Zaruma Resources Inc., Triumph Gold Corp. and Allied Nevada.</p>	<p>May 1, 1995</p>	<p>250,000⁽⁷⁾</p>	<p>*</p>
<p>GREGORY G. MARLIER Denver, Colorado, USA <i>Chief Financial Officer</i></p>	<p>Chief Financial Officer of Vista Gold Corp. from June 1, 2004 to present; Chief Financial Officer of Pacific Western Technologies, Ltd. from 2000 to 2004.</p>	<p>N/A</p>	<p>65,000⁽⁷⁾</p>	<p>*</p>

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

<p>FREDRICK H. EARNEST Parker, Colorado, USA <i>Senior Vice President, Project Development</i></p>	<p>Senior Vice President, Project Development of Vista from September 22, 2006 to present; President of Pacific Rim Salvador, S.A. de C.V. from June 2004 to September 2006 and General Manager and Legal Representative of Compania Minera Dayton from April 1998 to June 2004.</p>	<p>N/A</p>	<p>51,500⁽⁹⁾</p>	<p>*</p>
<p>HOWARD M. HARLAN Denver, Colorado, USA <i>Vice, President Business Development</i></p>	<p>Vice President, Business Development of Vista from November 9, 2004 to present; Manager of Corporate Administration of Vista Gold Corp. from September 2003 to November 2004; Land Manager of LaFarge West Inc. from February 2002 to September 2003; Consultant from March 2001 to February 2002; Business Analyst of Luzenac America Inc. from June 2000 to March 2001.</p>	<p>N/A</p>	<p>60,000⁽⁷⁾</p>	<p>*</p>

*

Represents less than 1% of the outstanding Vista Shares.

(1)

Includes occupations for the five preceding years.

(2)

In accordance with Rule 13d-3(d)(1) under the U.S. Exchange Act, the applicable ownership total for each person is based on the number of Vista Shares held by such person as of the date of this Circular, plus any securities held by such person exercisable for or convertible into Vista Shares within 60 days after the date of this Circular.

(3)

Member of Compensation Committee.

(4)

Member of Audit Committee.

(5)

Member of Corporate Governance Committee.

(6)

Member of the Special Committee.

(7)

Represents Vista Shares which may be acquired upon the exercise of immediately exercisable options.

(8)

Includes 97,465 Vista Shares which may be acquired upon the exercise of immediately exercisable Vista Warrants and 70,000 Vista Shares which may be acquired upon the exercise of immediately exercisable Vista Options.

(9)

Includes 1,500 Vista Shares and 50,000 Vista Shares which may be acquired upon the exercise of immediately exercisable Vista Options.

The information as to the residence, principal occupation and number of Vista Shares owned by the nominees listed in the above table is not within the knowledge of the management of Vista, and has been furnished by the individual appointees as of October , 2006.

There are no family relationships among any of the above directors of Vista. No directors of Vista are also directors of issuers with a class of securities registered under Section 12 of the U.S. Exchange (or which otherwise are required to file periodic reports under the U.S. Exchange) except for Robert Quartermain, who is a director of Silver Standard Resources Inc., Canplats Resources Corporation and IAMGold Corp.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

None of the above directors has entered into any arrangement or understanding with any other person pursuant to which he was, or is to be, elected as a director of Vista or a nominee of any other person, except that Mr. Quartermain was initially appointed to the Vista Board as a nominee of the holders of Vista's convertible debentures issued as part of the private placement transaction that was completed in February and March, 2002. This nomination related only to Mr. Quartermain's initial appointment as a director. There is no subsequent arrangement or understanding pursuant to which Mr. Quartermain was, or is to be, elected as a director of Vista. The largest single holder of debentures, all of which have since been converted to equity pursuant to their terms, was Exploration Capital Partners 2000 Limited Partnership, whose General Partner, Resource Capital Investment Corp., is 90.1% owned by a trust of which A. Richards Rule is co-trustee. As of January 2006, Mr. Rule was an indirect beneficial owner of approximately 5% of the Vista Shares and currently beneficially owns less than 5% of the Vista Shares.

Management Contracts

There are no management functions of Vista which are to any substantial degree performed by persons other than the directors, senior officers or managers of Vista. Vista has entered into employment agreements with each of Michael B. Richings, President and Chief Executive Officer, and Gregory G. Marlier, Chief Financial Officer.

Dividends

Vista has never paid dividends. While any future dividends will be determined by the Vista Board after consideration of Vista's earnings, financial condition and other relevant factors, it is currently expected that available cash resources will be utilized in connection with the ongoing acquisition, exploration and evaluation programs of Vista.

Capital Structure

General Description of Capital Structure

Vista's authorized share capital structure consists of:

- (a) an unlimited number of common shares, no par value per share; and
- (b) an unlimited number of preferred shares, no par value per share.

The holders of Vista Shares have the following rights, privileges, restrictions and conditions:

- (a) right to notice of, to attend and to vote at meetings of Vista Shareholders and each Vista Share has the right to one vote per Vista Share;
- (b) right to receive dividends as and when declared on the Vista Shares, out of legally available funds, subject to the satisfaction of rights of holders of preferred shares of Vista; and
- (c) right to receive the remaining property and assets of Vista in the event of liquidation, dissolution or winding-up of Vista subject to the satisfaction of rights of holders of preferred shares of Vista.

The holders of preferred shares in the capital of Vista have the following rights, privileges, restrictions and conditions:

- (a) may be issued in one or more series;
- (b) the Vista Board may alter the articles of Vista to fix the number of preferred shares and determine the designation of each series of preferred shares to create, define and attach special rights and restrictions to each series of preferred shares, subject to the special rights and restrictions attached to all preferred shares of Vista and to the Act;
- (c) right to receive preferential dividends over the Vista Shares; and
- (d) right to receive the property and assets of Vista in the event of liquidation, dissolution or winding-up of Vista up to the amount paid up on such shares, in preference to the holders of Vista Shares.

Vista Stock Option Plan

Vista has established the Vista Stock Option Plan which provides for grants to directors, officers, employees and consultants of Vista, or its subsidiaries, of options to purchase Vista Shares. Subject to applicable stock exchange requirements, the maximum number of Vista Shares which may be issued, reserved, set aside and made available for issue under the Vista Stock Option Plan is a variable number equal to 10% of the total number of Vista Shares issued and outstanding as of the date of the grant on a non-diluted basis. The maximum number of Vista Shares that may be reserved for issuance to any individual under the Vista Stock Option Plan is that number of Vista Shares that is equivalent to 5% of the Vista Shares issued and outstanding from time to time. Under the Vista Stock Option Plan, options may be exercised by the payment in cash of the option exercise price to Vista. All options are subject to the terms and conditions of an option agreement entered into by Vista and each participant at the time an option is granted.

The Vista Stock Option Plan is administered by the Vista Board which has full and final discretion to determine (i) the total number of optioned shares to be made available under the Vista Stock Option Plan, (ii) the directors, officers, employees and consultants of Vista who are eligible to receive stock options under the Vista Stock Option Plan ("**Optionees**"), (iii) the time when and the price at which stock options will be granted, (iv) the time when and the price at which stock options may be exercised, and (v) the conditions and restrictions on the exercise of options. Pursuant to the terms of the Vista Stock Option Plan, the exercise price must not be less than the closing price of the Vista Shares on either the AMEX or the TSX, at the Vista Board's discretion, on the day preceding the date of grant. Options become exercisable only after they vest in accordance with the respective stock option agreement and must expire no later than ten years from the date of grant.

If an Optionee ceases to be an officer or employee of Vista, or its subsidiaries, as a result of termination for cause, all unexercised options will immediately terminate. If an Optionee ceases to be a director, officer or employee of Vista, or its subsidiaries, or ceases to be a consultant to Vista, for any reason other than termination for cause, the Optionee shall have the right to exercise his or her options at any time up to but not after the earlier of 30 days from the date of ceasing to be a director, officer, employee or consultant, or the expiry date. In the event of death of an Optionee, the legal representatives of such Optionee have the right to exercise the options at any time up to but not after the earlier of 90 days from the date of death, or the expiry date.

Options granted under the Vista Stock Option Plan are non-transferable and non-assignable other than on the death of a Participant. An Optionee has no rights whatsoever as a Shareholder in respect of unexercised options.

Vista Options and Warrants

The following table sets out details of the Vista Options outstanding as of October , 2006.

Holders	No. of Vista Shares	Exercise Price	Market Price at Date of Grant	Expiry Dates
Officers of Vista:	25,000	\$4.18	\$4.18	09/29/2008
	10,000	\$3.74	\$3.74	05/07/2009
	150,000	\$4.19	\$4.19	11/08/2009
	60,000	\$3.43	\$3.43	08/08/2009
	30,000	\$4.40	\$4.40	12/18/2008
	7,143	CDN \$4.70	CDN \$4.70	11/10/2007
	85,000	CDN \$4.37	CDN \$4.37	07/08/2007
	2,857	CDN \$4.70	CDN \$4.70	02/05/2007
	30,000	\$9.73	\$9.73	07/30/2011
	100,000	\$9.29	\$9.29	09/21/2011

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Directors of Vista	50,000	\$4.19	\$4.19	11/08/2009
(who are not also Officers):	5,000	CDN \$3.00	CDN \$3.00	05/18/2011
	100,000	CDN \$4.37	CDN \$4.37	07/08/2007
	70,000	CDN \$5.87	CDN \$5.87	12/18/2008
	2,500	CDN \$4.70	CDN \$4.70	11/12/2006
	15,000	\$9.73	\$9.73	07/30/2011
	45,000	CDN \$11.01	CDN \$11.01	07/30/2011
Employees of Vista:	10,000	\$3.05	\$3.05	05/08/2010
	60,000	\$4.29	\$4.29	11/06/2010
	5,000	\$5.05	\$5.05	03/05/2011
	20,000	\$9.73	\$9.73	07/30/2011
Consultants of Vista:	34,000	\$4.19	\$4.19	11/08/2009
	20,000	\$4.76	\$4.76	03/08/2007
	10,000	\$9.73	\$9.73	07/30/2011
Total Options:	946,500			

In addition to Vista Options, the following Vista Warrants (each exercisable to purchase one Vista Share) are outstanding as of October , 2006.

<u>Number of Warrants</u>	<u>Exercise Price</u>	<u>Expiry Dates</u>
323,130	\$ 1.50	March 18, 2007
625,881	\$ 4.10	September 23, 2007
649,684	\$ 6.00	February 2, 2008

Prior Sales

Since January 1, 2006, Vista has issued securities for services, for acquisitions of properties and by way of private placement equity financings. On February 2, 2006, Vista completed a private placement financing in which it sold and issued a total of 649,684 units at a price of \$5.05 per unit for aggregate gross proceeds of \$3,280,904. Each unit consisted of one Vista Share and one Vista Warrant entitling the holder to acquire an additional Vista Share at an exercise price of \$6.00 for a period of two years from the date of issue.

On May 5, 2006, Vista entered into a letter agreement with Quest Capital Corp. pursuant to which Vista agreed to issue 10,000 Vista Shares as partial consideration for the provision of advisory services by Quest Capital Corp. On June 29, 2006 Vista issued 177,053 Vista Shares to the JAAC as consideration for JAAC entering into the agreement for Vista to acquire the Mt. Todd gold mine and for rent for the use of the surface overlying the mineral leases until a decision is reached to begin production.

Since January 1, 2006, Vista Options and Vista Warrants were exercised as follows:

<u>Stock Options</u>	<u>Exercise Price</u>
92,000	\$4.19
5,000	\$4.18
5,000	\$5.05
1,250	CDN \$4.70
103,375	CDN \$4.37
20,000	\$4.40
10,000	\$4.76
10,000	CDN \$5.19

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Warrants	Exercise Price
1,274,966	\$1.50
751,000	\$4.28
196,000	\$3.92
1,953,956	\$4.75
1,759,812	\$4.10

Vista Financing

On August 29, 2006, Vista filed with the SEC a shelf registration statement which, when effective, will permit Vista to offer and sell up to 4,000,000 Vista Shares for anticipated gross proceeds of between \$25 and \$32 million. On September 11, 2006, Vista filed with Canadian securities regulatory authorities a preliminary short form base shelf prospectus which will permit Vista to offer for sale, from time to time, Vista Shares having an aggregate offering price of up to \$32 million during the 25-month period that the short form base shelf prospectus, including any amendments thereto, remains valid. Vista expects to generate, in the aggregate, gross proceeds of between \$25 and \$32 million in connection with this financing. Pursuant to the terms of the Arrangement, Vista must raise no less than \$25 million through the Vista Financing, as a condition of closing the Arrangement. Vista expects the Vista Financing to close after the Record Date but prior to the Effective Time. Consequently, persons who acquire Vista Shares as part of the Vista Financing will not have the right to vote at the Meeting but will, as a Vista Securityholder, have the right to participate or be represented at the hearing to consider the application for the Final Order. Vista intends to provide notice of this hearing to all persons who acquire Vista Shares as part of the Vista Financing. See "The Arrangement Required Court Approved". In any event, persons who acquire Vista Shares pursuant to the Vista Financing will, if all conditions of closing with respect to the Arrangement are satisfied, participate in the Arrangement as Vista Shareholders at the Effective Time.

Price Range of Vista Shares

The Vista Shares are listed on the American Stock Exchange and the Toronto Stock Exchange under the symbol VGZ. The following table sets out the reported high and low sale prices on the American Stock Exchange and on the Toronto Stock Exchange for the periods indicated as reported by the exchanges.

	American Stock Exchange (U.S.\$)		The Toronto Stock Exchange (CDN\$)	
	High	Low	High	Low
2006				
October 1- September				
August	13.51	9.84	14.85	10.82
July	10.90	8.25	12.50	9.56
June	9.45	7.10	10.50	7.92
May	9.99	6.99	11.17	7.60
April	9.15	5.82	10.40	6.60
March	5.80	4.52	6.95	5.05
February	5.55	4.34	6.36	5.05
January	5.65	4.78	6.36	5.52

On October 1, 2006, the last reported sale price of the Vista Shares on the AMEX was \$ 13.51 and on the TSX was CDN \$ 14.85. As at October 1, 2006, there were 1,274,966 Vista Shares issued and outstanding, and we had 1,274,966 registered Vista Shareholders of record.

Auditors, Transfer Agent and Registrar

The auditors of Vista are PricewaterhouseCoopers LLP, Chartered Accountants. The transfer agent and registrar for the Vista Shares and the Vista New Shares is Computershare Investor Services Inc. at its principal offices in Vancouver, British Columbia and Toronto, Ontario.

INFORMATION RELATING TO VISTA FOLLOWING THE ARRANGEMENT

The following description relating to Vista assumes the closing of the Arrangement and the transactions contemplated therein.

Name, Address and Incorporation

Information relating to the name, address and incorporation of Vista will not change as a result of the Arrangement. See "Information Relating to Vista - Name, Address and Incorporation".

Intercorporate Relationships

The name, place of incorporation, continuance or organization, and percent of voting securities that will be owned or controlled by Vista after the Effective Date for each subsidiary of Vista is set out below.

Pursuant to the Plan of Arrangement, at the Effective Time, the existing Articles of Vista will be amended to alter the capital of Vista as follows:

- (i) the existing Vista Shares will be redesignated as "Class A Common Shares" and subsequently deleted;
- (ii) the Vista New Shares will be created; and
- (iii) the existing preferred shares will be deleted.

The holders of Vista New Shares will have the following rights, privileges, restrictions and conditions:

- (a)

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

right to notice of, to attend and to vote at meetings of the holders of Vista New Shares and the right to one vote per Vista New Share held;

(b)

right to receive dividends as and when declared on the Vista New Shares, out of legally available funds, subject to the satisfaction of rights of holders of a class of shares hereafter created and expressed to rank in priority to the Vista New Shares; and

(c)

right to receive the remaining property and assets of Vista in the event of liquidation, dissolution or winding-up of Vista subject to the satisfaction of rights of holders a class of shares hereafter created and expressed to rank in priority to the Vista New Shares.

Description of Vista's Business

Vista is currently engaged in the evaluation, acquisition, exploration and advancement of gold exploration and potential development projects. Vista's approach to the acquisition of gold projects has generally been to seek projects within political jurisdictions with well established mining, land ownership and tax laws, which have adequate drilling and geological data to support the completion of a third-party review of the geological data and to complete an estimate of the mineralized material. In addition, Vista looks for opportunities to improve the value of Vista's gold projects through exploration drilling and/or the introduction of technological innovations. Vista expects that emphasis on gold project acquisition and improvement will continue in the future.

Following the Arrangement, Vista's holdings will include the Long Valley project in California; the Yellow Pine project in Idaho; the Paredones Amarillos and Guadalupe de los Reyes projects in Mexico; the Amayapampa project in Bolivia; the Awak Mas project in Indonesia; and the Mt. Todd gold mine in Northern Territory, Australia. Additional information about these projects is available in " Properties". Vista also owns five exploration projects in Canada and approximately 25% of the shares of Zamora Gold Corp., a company exploring for gold in Ecuador. In July 2006, Vista agreed to sell three of these Canadian exploration properties to Hatton Capital Corp.

Vista does not produce gold in commercial quantities and does not currently generate operating earnings. Through fiscal 2005 and fiscal 2006 to date, funding to acquire gold properties, explore and to operate Vista has been acquired through private placements of equity units consisting of Vista Shares and Vista Warrants. Vista expects to continue to raise capital through the exercise of Vista Warrants and through additional equity financings.

Employees

Vista will have six full-time employees, all of whom are employed at its executive office in Littleton, Colorado. Vista uses consultants with specific skills to assist with various aspects of its project evaluation, due diligence, acquisition initiatives, corporate governance and property management.

Government Regulation

Mining operations and exploration activities are subject to various national, state, provincial and local laws and regulations in the United States, Bolivia, Mexico, Indonesia, Canada, Australia and other jurisdictions, which govern prospecting, development, mining, production, exports, taxes, labor standards, occupational health, waste disposal, protection of the environment, mine safety, hazardous substances and other matters. Vista has obtained or has pending applications for those licenses, permits or other authorizations currently required to conduct its exploration and other programs. Management of Vista believes that Vista is in compliance in all material respects with applicable mining, health, safety and environmental statutes and the regulations passed thereunder in the United States, Bolivia, Mexico, Indonesia, Canada, Australia and the other jurisdictions in which it operates. There are no current orders or directions relating to Vista with respect to the foregoing laws and regulations.

Property Interests and Mining Claims United States

In the United States, most of Vista's exploration activities are conducted in the states of California and Idaho. Mineral interests may be owned in these states by (a) the United States, (b) the state itself, or (c) private parties. Where prospective mineral properties are owned by private parties, or by the state, some type of property acquisition agreement is necessary in order for Vista to explore or develop such property. Generally, these agreements take the form of long term mineral leases under which Vista acquires the right to explore and develop the property in exchange for periodic cash payments during the exploration and development phase and a royalty, usually expressed as a percentage of gross production or net profits derived from the leased properties if and when mines on the properties are brought into production. Other forms of acquisition agreements are exploration agreements coupled with options to purchase and joint venture agreements. Where prospective mineral properties are held by the United States, mineral rights may be acquired through the location of unpatented mineral claims upon unappropriated federal land. If the statutory requirements for the location of a

mining claim are met, the locator obtains a valid possessory right to develop and produce minerals from the claim. The right can be freely transferred and, provided that the locator is able to prove the discovery of locatable minerals on the claims, is protected against appropriation by the government without just compensation.

Mining claims are subject to the same risk of defective title that is common to all real property interests. Additionally, mining claims are self-initiated and self-maintained and therefore, possess some unique vulnerabilities not associated with other types of property interests. It is impossible to ascertain the validity of unpatented mining claims solely from an examination of the public real estate records and, therefore, it can be difficult or impossible to confirm that all of the requisite steps have been followed for location and maintenance of a claim. If the validity of a patented mining claim is challenged by the U.S. Bureau of Land Management ("BLM") or the U.S. Forest Service on the grounds that mineralization has not been demonstrated, the claimant has the burden of proving the present economic feasibility of mining minerals located thereon. Such a challenge might be raised when a patent application is submitted or when the government seeks to include the land in an area to be dedicated to another use.

Environmental Regulation

Vista gold projects are subject to various federal, state and local laws and regulations governing protection of the environment. These laws are continually changing and, in general, are becoming more restrictive. Vista's policy is to conduct business in a way that safeguards public health and the environment. Management of Vista believes that Vista's operations are conducted in material compliance with applicable laws and regulations.

Changes to current local, state or federal laws and regulations in the jurisdictions where Vista operates could require additional capital expenditures and increased operating and/or reclamation costs. Although management of Vista is unable to predict what additional legislation, if any, might be proposed or enacted, additional regulatory requirements could impact the economics of Vista's projects.

During 2005, there were no material environmental incidents or non-compliance with any applicable environmental regulations. Management of Vista estimates that Vista will not incur material capital expenditures for environmental control facilities during the current fiscal year.

Reclamation

Vista generally is required to mitigate long-term environmental impacts by stabilizing, contouring, resloping and revegetating various portions of a site after mining and mineral processing operations are completed. These reclamation efforts are conducted in accordance with detailed plans, which must be reviewed and approved by the appropriate regulatory agencies.

Competition

Vista competes with other mining companies in connection with the acquisition of gold properties. There is often competition for the limited number of gold acquisition opportunities available, and some of this competition is with companies having substantially greater financial resources than Vista. As a result, Vista may have difficulty acquiring attractive gold projects at reasonable prices.

Management of Vista believes no single company has sufficient market power to affect the price or supply of gold in the world market.

Description of Properties

Detailed information is contained herein with respect to the Mt. Todd mine and the Paredones Amarillos, Awak Mas, Yellow Pine, Long Valley, Guadalupe de los Reyes and Amayapampa projects. Vista holds the Mt. Todd mine through its indirect wholly-owned subsidiary, Vista Gold Australia Pty Ltd.; the Paredones Amarillos and Guadalupe de los Reyes projects through its wholly-owned subsidiary, Minera Paredones Amarillos S.A. de C.V.; Awak Mas project through its indirect wholly-owned subsidiary, PT Masmindo Dwi; the Yellow Pine project through its indirect wholly-owned subsidiary, Idaho Gold Resources LLC.; the Long Valley project through its indirect wholly-owned subsidiary, Vista Gold U.S. Inc.; and the Amayapampa project through

its indirect wholly-owned subsidiary, Minera Nueva Vista S.A. Estimates of reserves and mineralization herein are subject to the effect of changes in metal prices, and to the risks inherent in mining and processing operations.

Mt. Todd

Effective March 1, 2006, Vista Gold Corp. and its subsidiary Vista Gold Australia Pty Ltd. entered into agreements with Ferrier Hodgson, the Deed Administrators for Pegasus Gold Australia Pty Ltd. ("**Pegasus**"), the government of the Northern Territory of Australia and the JAAC and other parties named therein, subject to regulatory approvals, to purchase a 100% interest in the Mt. Todd gold mine (also known as the Yimuyun Manjerr gold mine) in the Northern Territory, Australia. Under these agreements, Vista Gold Corp. is guarantor of the obligations of its subsidiary Vista Australia (with Vista referred to as "**Vista Gold**" in summaries of agreement terms herein).

As part of the agreements, Vista Gold agreed to pay Pegasus, AU\$1.0 million (\$739,600) and receive a transfer of the mineral leases and certain mine assets; and pay the Northern Territory's costs of management and operation of the Mt. Todd site up to a maximum of approximately AU\$375,000 (approximately \$277,500) during the first year of the term (initial term is five years, subject to extensions), and assume site management and pay management and operation costs in following years. Additionally, Vista Gold Corp. was to issue common shares with a value of CDN\$1.0 million (amounting to 177,053 common shares) to the JAAC as consideration for the JAAC entering into the agreement and for rent for the use of the surface overlying the mineral leases until a decision is reached to begin production. Other agreement terms provide that Vista Gold will undertake a technical and economic review of the mine and possibly form one or more joint ventures with the JAAC. In June 2006, the transactions contemplated under the agreements were completed and effective, with funds held in escrow released to the ultimate vendors and the common shares issued to the JAAC.

Gold Resource Estimate for Mt. Todd Gold Mine

On June 26, 2006, Vista Gold announced that a mineral resource analysis for the Batman deposit at the Mt. Todd gold mine was completed on June 26, 2006, by Gustavson Associates of Boulder, Colorado, in accordance with Canadian National Instrument 43-101 standards under the direction of Mr. John Rozelle, an independent Qualified Person, utilizing standard industry software and resource estimation methodology. The resource analysis report includes the results of 91,225 assay intervals from 730 drill holes (225 core, 435 reserve circulation and 70 rotary drill holes) done by BHP Resources Pty Ltd., Zapopan NL and Pegasus with assaying by Australia Assay Laboratories in Pine Creek and Alice Springs, Classic Comlabs in Darwin and Pegasus' onsite lab. Pegasus mined part of the Batman deposit from 1993 to 1997, and a joint venture comprising Multiplex Resources Pty Ltd. and General Gold Resources Ltd. mined the deposit from 1999 to 2000.

The Mt. Todd gold mine is situated within the southeastern portion of the Early Proterozoic Pine Creek Geosyncline. The Batman deposit geology consists of a sequence of hornfelsed interbedded greywackes and shales with minor thin beds of felsic tuff. Bedding consistently strikes at 325°, dipping 40° to 60° to the southwest. Northerly trended sheeted quartz sulfide veins and joints striking at 0° to 20° and dipping 60° to the east are the major location for mineralization in the Batman deposit. The veins are 0.04 to 4 inches in thickness with an average thickness of around 0.4 inches and occur in sheets with up to six veins per horizontal foot. These sheeted veins are the main source of gold mineralization in the Batman deposit. In general, the Batman deposit is 4,800 to 5,100 feet in length by 1,200 to 1,500 feet in true width and 1,500 to 1,800 feet in known down-dip extension (the deposit is open along strike and at depth).

The deposit has a drill hole spacing that varies from 80 feet by 80 feet to 260-330 feet by 260-330 feet and generally averages 160 feet by 160 feet. All assaying was fire assay on 50-gram charges. It is the opinion of Gustavson Associates that quality control and quality assurance methods employed by the various companies working at Mt. Todd were standard at the time of the work, and the work including quality control and quality assurance methods has been audited several times by independent consultants.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Based on the resource analysis report, the gold resources for the Batman deposit, reported at a cutoff grade of 0.015 ounces of gold per ton (0.5 grams per tonne) are shown in the table below.

	Tons (000's)	Tonnes (000's)	Gold (opt)	Gold (g/t)
Measured ⁽¹⁾	20,306	18,421	0.028	0.97
Indicated ⁽¹⁾	41,840	37,957	0.028	0.97
Inferred ⁽²⁾	55,174	50,053	0.027	0.93

(1)

Cautionary Note to U.S. Investors concerning estimates of Measured Resources and Indicated Resources: This table uses the terms "measured resources" and "indicated resources". We advise U.S. investors that while these terms are recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize them. **U.S. investors are cautioned not to assume that any part or all of mineral deposits in these categories will ever be converted into reserves.**

(2)

Cautionary Note to U.S. Investors concerning estimates of Inferred Resources: This table uses the term "inferred resources". We advise U.S. investors that while this term is recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize it. "Inferred resources" have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. Under Canadian rules, estimates of inferred mineral resources may not form the basis of a feasibility study or prefeasibility studies, except in rare cases. **U.S. investors are cautioned not to assume that any part or all of an inferred resource exists or is economically or legally minable.**

Paredones Amarillos

Paredones Amarillos is located 40 miles southeast of the city of La Paz, in the Mexican state of Baja California Sur. The project area covers over 13,784 acres.

Vista acquired 100% of the project on August 29, 2002, from Viceroy Resource Corporation ("**Viceroy**"). To acquire the project, Vista paid cash of CDN\$1.0 million and issued 303,030 equity units to Viceroy, and on August 29, 2003, Vista paid Viceroy the remaining CDN\$0.5 million due pursuant to the acquisition contract.

The Paredones Amarillos project has been a significant exploration target since the 1980s. In 1997, Echo Bay Mines Ltd. ("**EBM**") completed a final feasibility study for an open pit mine on the project. As a result of the subsequent decline in gold prices, start-up was postponed. EBM holds a 2% net profits interest on certain concessions of the project, subject to a cap of \$2 million. Additionally, Minera Tepmin, S.A. de C.V., holds a 1% net smelter returns royalty on two concessions.

The project holds environmental authorizations for the purpose of the following: project development including access road, power line, telephone communications, and infrastructure to supply water; construction and operation of a tailings dam; disposal of tailings; construction of a mill; and installation of three pumping stations.

Geology

General geology consists of diorite roof pendants intruded by a granodiorite batholith with local low and high-angle fault zones. A north-east striking, south-east dipping low-angle fault zone is the main host of gold mineralization at Paredones Amarillos. Movement along this structure has been characterized as reverse, resulting from compression. Secondary, high-angle faulting is thought to control the higher-grade mineralization at the project.

The known gold mineralized material occupies an inverted U-shaped block with an approximate strike length of 3,600 feet east-west, a width of approximately 1,000 feet north- south, and a thickness of approximately 100 feet. The apex of the "U" is near the center of the proposed pit with the legs forming the east and west pit lobes.

Preliminary Feasibility Study

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

In September 2005, Vista announced the results of a preliminary feasibility study for the Paredones Amarillos project. A feasibility study was previously completed by EBM in 1997, and the new study was issued

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

on September 23, 2005, by Mine Development Associates ("MDA") of Reno, Nevada, an independent consulting firm, in accordance with Canadian National Instrument 43-101 guidelines, under the supervision of Mr. Neil Prenn, P. Eng., a Qualified Person independent of Vista. The new study was based in part on the EBM 1997 study. MDA was assisted in the effort by Resource Development Incorporated ("RDI") of Wheat Ridge, Colorado, in metallurgical testing and process redesign, and by WLR Consulting ("WLR") of Lakewood, Colorado, in mine design.

Proven and probable mineral reserves were determined within a proposed open pit mine, which was designed employing a Lerchs-Grossmann optimization technique based on U.S. \$400 per ounce gold price. The results are summarized in the following table:

Paredones Amarillos Mineral Reserve Estimate⁽¹⁾
(0.011 opt gold internal cutoff grade) (0.38 grams per tonne)

	Tons (millions)	Tonnes (millions)	Gold Grade (opt)	g/t	Contained Gold Ounces	Waste Tons (millions)	Waste Tonnes (millions)	Strip Ratio (Waste:Ore)
Proven	12.896	11.699	0.032	1.11	419,000			
Probable	41.058	37.247	0.028	0.97	1,158,000			
Totals	53.954	48.946	0.029	1.00	1,577,000	187,715	170,292	3.48

(1) **Cautionary Note to U.S. Investors concerning estimates of Proven and Probable Reserves:** The estimates of mineral reserves shown in this table have been prepared in accordance with Canadian National Instrument 43-101. The definitions of proven and probable reserves used in NI 43-101 differ from the definitions in SEC Industry Guide 7. Accordingly, the disclosure of mineral reserves herein may not be comparable to information from U.S. companies subject to the SEC's reporting and disclosure requirements.

Based on guidelines provided by the SEC, as Vista has obtained a preliminary feasibility study but not a bankable feasibility study with respect to the above, Vista is reporting no reserves under U.S. SEC standards.

The resource model used to estimate the mineral reserves was reported by Vista in a press release dated August 29, 2002, based on an independent technical report prepared by Snowden Mining Industry Consultants of Vancouver, British Columbia, in compliance with Canadian National Instrument 43-101. According to the report, dated August 20, 2002, the gold resources above 0.015 ounces of gold per ton (0.5 grams per tonne) are shown in the following table.

	Tons (000's)	Tonnes (000's)	Gold (opt)	Gold (g/t)
Measured ⁽¹⁾	12,674	11,498	0.034	1.17
Indicated ⁽¹⁾	48,689	44,170	0.030	1.02
Inferred ⁽²⁾	6,057	5,495	0.023	0.79

(1) **Cautionary Note to U.S. Investors concerning estimates of Measured Resources and Indicated Resources:** This table uses the terms "measured resources" and "indicated resources". We advise U.S. investors that while these terms are recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize them. **U.S. investors are cautioned not to assume that any part or all of mineral deposits in these categories will ever be converted into reserves.**

(2) **Cautionary Note to U.S. Investors concerning estimates of Inferred Resources:** This table uses the term "inferred resources". We advise U.S. investors that while this term is recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize it. "Inferred resources" have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. Under Canadian rules, estimates of inferred mineral resources may not form the basis of a feasibility study or prefeasibility studies, except in rare cases. **U.S. investors are cautioned not to assume that any part or all of an inferred resource exists or is economically or legally minable.**

In late 2004 and in 2005, Vista conducted geologic mapping, soil and rock geochemistry and an induced polarization geophysical survey across the Tocopilla target 2.4 miles north of and on trend with the known Paredones Amarillos gold deposit. The results of the program outlined wide zones of weakly anomalous gold mineralization. Vista partially tested the target area with seven core drill holes in 2005, two of which intersected weak gold mineralization indicating the Paredones Amarillos mineralization extends into this area, but the discovery of economic gold mineralization is uncertain and more testing is warranted.

Awak Mas

On May 27, 2005, Vista completed its acquisition of the Awak Mas gold deposit in Sulawesi, Indonesia, for a purchase price of \$1.5 million. The acquisition of the Awak Mas Project involved the purchase, through the Vista's wholly-owned subsidiary Vista Gold (Barbados) Corp. ("**Vista Barbados**"), of all of the outstanding shares of Salu Siwa Pty Ltd., an Australian company ("**Salu Siwa**") from the two owners of Salu Siwa: Weston Investments Pty Ltd., an Australian company ("**Weston**") and Organic Resource Technology Limited, an Australian company ("**ORT**"). Weston and ORT respectively owned 66% and 34% of the outstanding Salu Siwa shares. Salu Siwa in turn owns 99% of the outstanding shares of PT Masmindo Dwi, an Indonesian company ("**PT Masmindo**"), which is the direct holder of the Awak Mas Project. The remaining 1% of the outstanding PT Masmindo shares is held by ORT. Transfer of this remaining 1% to Vista Barbados is subject to any approvals, consents or other statutory requirements of the Indonesian authorities that will be required to effect the completion of such share purchase. This Project is held by Vista through a contract of work with the Indonesian government.

Geology

The Awak Mas property is situated on the southern side of the Central Sulawesi Metamorphic Belt within a 30-mile long, north-northeast trending fault bounded block of basement metamorphic rocks and younger sediments. The property covers approximately 221,530 acres. The western margin of this block is represented by an easterly dipping thrust, whereas the eastern margin is defined by a major basement structure. Imbricate faulting has complicated the internal morphology of the block. The property is dominated by the late Cretaceous Latimojong Formation, consisting of phyllites, slates, basic to intermediate volcanics, limestone and schist representing a platform and/or fore arc trough flysch sequence. The Latimojong Formation overlies basement metamorphic rocks dominated by phyllites and slates. Both sequences have been intruded by late-stage plugs and stocks of diorite, monzonite and syenite. To the east of the metamorphic block, basic intermediate intrusives, pyroclastics and volcanogenic sediments comprising the Mesozoic Lamasi Ophiolite Complex appear to have been obducted into a position effectively overlying the younger flyschoid sequence and basement metamorphics during continental accretion.

Gold mineralization is distinctly mesothermal in character, atypical of the more ubiquitous low temperature or epithermal precious metal mineralization within many island arc environments in Indonesia. Gold is associated with sulphur-poor, sodic-rich fluids introduced at a relatively late stage in the tectonic history. Albite-pyrite-silica-carbonate alteration, which accompanies gold deposition, clearly overprints the ductile fabric associated with deformation and metamorphism in the older basement lithologies.

The majority of gold mineralization on the property, including the Awak Mas deposit, is predominantly hosted within the flysch sequence, which typically dips at between 15° and 50°, generally towards the north. The majority of gold mineralization is associated with abundant quartz veining and silica albite-pyrite alteration; however, the association of gold and quartz is not ubiquitous, with some vein zones appearing to be locally barren of mineralization.

Two main styles of mineralization are present. The first represents broad shallow dipping zones of sheeted and stockwork quartz veining and associated alteration that conform to the shear fabric, especially within the dark, graphitic mudstones. The other style consists of steeper dipping zones of quartz veining and breccias associated with high angle faults cutting both the flyschoid cover sequence and basement metamorphics.

Late-stage, north-northeast trending normal faults locally disrupt or offset mineralization. A surface layer of consolidated scree and colluvium averaging 1.8 to 2.4 feet (maximum 9 feet) in thickness veneers the deposit. The base of weak oxidation within the mineralized sequence typically is within 12 feet of surface.

In October 2004, RSG Global Pty Ltd of West Perth, Australia, an independent consultant, prepared a resource estimate for Vista based on the results of 85,030 assay intervals from 814 core and reverse circulation drill holes done by Battle Mountain Gold Company, Lone Star Exploration NL and Masmindo Mining Corporation Limited from 1991 through 1997 with assaying by Inchcape Testing Services. The results of the study showed the known Awak Mas deposit, at a cutoff grade of 0.015 ounces gold per ton (0.5 grams per tonne), contains the gold resources shown in the following table. Management of Vista believes the potential to expand

the mineralized material is good, based on Vista's analysis of preliminary exploration results of previous operators.

	<u>Tons (000's)</u>	<u>Tonnes (000's)</u>	<u>Gold (opt)</u>	<u>Gold (g/t)</u>
Measured ⁽¹⁾	16,865	15,300	0.035	1.19
Indicated ⁽¹⁾	35,825	32,500	0.030	1.03
Inferred ⁽²⁾	8,250	7,500	0.032	1.08

(1)

Cautionary Note to U.S. Investors concerning estimates of Measured Resources and Indicated Resources: This table uses the terms "measured resources" and "indicated resources". We advise U.S. investors that while these terms are recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize them. **U.S. investors are cautioned not to assume that any part or all of mineral deposits in these categories will ever be converted into reserves.**

(2)

Cautionary Note to U.S. Investors concerning estimates of Inferred Resources: This table uses the term "inferred resources". We advise U.S. investors that while this term is recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize it. "Inferred resources" have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. Under Canadian rules, estimates of inferred mineral resources may not form the basis of a feasibility study or prefeasibility studies, except in rare cases. **U.S. investors are cautioned not to assume that any part or all of an inferred resource exists or is economically or legally minable.**

A final feasibility study was completed by independent consultants in 1997 for Lone Star supporting a mining scenario of 3 million metric tons per year of ore. Independent valuations of the project were completed in 2000 and 2003 as well. Over \$43 million has been spent on the project by previous operators.

Vista initiated a 6,600-foot core drilling program on May 31, 2006. The approximately 12 to 13 holes that are planned will average 660 feet each, and the holes are sited to confirm mineralization between existing but more widely spaced holes. Successful confirmation of mineralization will allow Vista to upgrade the classification of its mineral resources.

Avocet Mining PLC ("**Avocet**") of London had an exclusive option to enter into a joint venture on the property between March 16, 2006, and July 16, 2006. Avocet agreed to fund up to \$100,000 of actual drill contractor and associated costs incurred during the option period in return for the option. Avocet has decided to abandon its option.

Yellow Pine

The Yellow Pine gold project, consisting of 17 patented mining claims and covering about 304 acres, is located in central Idaho, 60 miles east of McCall in Valley County.

On November 7, 2003, Vista, through Idaho Gold Resources LLC ("**Idaho Gold**"), an indirect, wholly-owned subsidiary of Vista, entered into an Option to Purchase Agreement with Bradley Mining Company for a nine year option to purchase 100% of Yellow Pine for \$1,000,000. Idaho Gold made an option payment of \$100,000 upon execution of the agreement. The agreement calls for Idaho Gold to make nine more yearly payments of \$100,000 on or before each anniversary date of the agreement, for a total option payment price of \$1,000,000, and annual payments of \$100,000 each were made in 2004 and 2005. If Idaho Gold exercises its option to purchase the project, all option payments shall be applied as a credit against the purchase price of \$1,000,000, Idaho Gold has the right to terminate the agreement at any time without penalty. Eleven of the claims are subject to an underlying 5% net smelter returns royalty.

Geology

The Yellow Pine Mining District is located within the Cretaceous age Idaho Batholith, near its eastern border and adjacent to the Meadow Creek fault zone. The gold deposits of the Yellow Pine district are hosted primarily in the quartz monzonites of the Idaho batholith and within the major shear and fault zones that transect the district. Ore deposits also occur in the metasediments of a large roof pendant within the granitic rocks. Historic mining of the Yellow Pine and the Homestake open pits on the Yellow Pine property has depleted the oxide gold mineralization, but significant sulfide gold mineralization remains unmined.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Gold and antimony occur principally in veinlets, stockworks, fissure-fillings, and massive lenses. Gold appears to be associated with pyrite and arsenopyrite whereas silver is associated with antimony. The primary gold mineralization occurs within a zone of stockwork sulfide veinlets also containing stibnite, pyrite and arsenopyrite. The principal antimony mineral is stibnite. Tungsten occurs in the mineral scheelite. Deposits are characterized by argillic and sericitic alteration with some silicification.

The Meadow Creek fault and its subsidiary structures trend north and northeast across the district and are a major controlling factor on the regional mineralization. The Yellow Pine mine, the largest mineralized area, is located in the Meadow Creek fault hanging wall, where the fault strike changes from northerly to northeasterly and a zone of stockwork sulfide veining occurs. The mineralized zone is about 2,000 feet long by 700 feet wide with a vertical extent of up to about 1,000 feet. It is cone shaped with the narrower, bottom area of the cone indicating possible continuity of the mineralization at depth both down dip along the hanging wall of the Meadow Creek fault and to the northwest.

The Homestake area appears as a continuation to the northeast of the Yellow Pine zone. The two zones have some similarities as well as differences. The Homestake sulfide zone is also directly associated with the Meadow Creek fault. It appears however to have a somewhat different structural style from the Yellow Pine area. The mineralized zone is about 1,500 feet long by 600 feet wide and up to 350 feet vertically. It has an overall tabular shape with a true width of about 100 to 200 feet. Drill hole information indicates that the mineralization at Homestake is encountered in both the hanging wall of the Meadow Creek fault zone as well as the footwall. Gold grades tend to be quite a bit lower than at the Yellow Pine area. The Yellow Pine and Homestake sulfide zones may be interconnected.

Pincock, Allen & Holt, of Denver, Colorado, completed a third-party technical study for Vista on November 17, 2003. An assay database for 538 drill holes totalling 120,922 feet of drilling was used to estimate gold resources in the Yellow Pine and Homestake sulfide zones using a cutoff grade of 0.025 ounces of gold per ton (0.9 grams per tonne). Gold resource estimates are shown below.

	Tons (000's)	Tonnes (000's)	Gold (opt)	Gold (g/t)
Measured ⁽¹⁾	16,332	14,816	0.070	2.40
Indicated ⁽¹⁾	17,503	15,878	0.061	2.09
Inferred ⁽²⁾	16,047	14,558	0.051	1.75

(1)

Cautionary Note to U.S. Investors concerning estimates of Measured Resources and Indicated Resources: This table uses the terms "measured resources" and "indicated resources". We advise U.S. investors that while these terms are recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize them. **U.S. investors are cautioned not to assume that any part or all of mineral deposits in these categories will ever be converted into reserves.**

(2)

Cautionary Note to U.S. Investors concerning estimates of Inferred Resources: This table uses the term "inferred resources". We advise U.S. investors that while this term is recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize it. "Inferred resources" have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. Under Canadian rules, estimates of inferred mineral resources may not form the basis of a feasibility study or prefeasibility studies, except in rare cases. **U.S. investors are cautioned not to assume that any part or all of an inferred resource exists or is economically or legally minable.**

Long Valley

The Long Valley gold project is located in the Inyo National Forest, about 7 miles east of the town of Mammoth Lakes, in Mono County, California. The property consists of 95 contiguous, unpatented mining claims that cover an area of approximately 1,800 acres.

Vista has an option to acquire 100% of the Long Valley project from Standard Industrial Minerals, Inc. ("**Standard**"). Under the terms of the option agreement, Vista would pay Standard \$750,000 over five years, with annual payments to be due as follows: \$100,000 due on each of January 15, 2003, 2004, and 2005; \$200,000 due on January 15, 2006, and \$250,000 due on January 15, 2007. Vista has made the payments for 2003 through

2006. Vista retains the right to terminate the agreement at any time, and has no work commitments on the project.

During the period of 1994 through 1997, Royal Gold, Inc. ("**Royal**") drilled 615 reverse circulation and 10 core holes at the Long Valley property. During this time, Royal also completed metallurgical investigations, preliminary engineering studies, including resource estimations, and initiated baseline-type environmental studies of the biological, water and archaeological resources of the area. Vista has acquired all related data from Royal in exchange for a 1% net smelter returns royalty to Royal. The database contains 896 drill holes, totalling 268,275 feet. The majority of holes were drilled using reverse circulation methods. Gold was primarily analyzed by fire assay, with grade determinations by atomic absorption.

Geology

The Long Valley project claims are contained entirely within the early Pleistocene-age Long Valley Caldera, which has been dated at about 760,000 years old. The caldera is an elongated east-west oval depression measuring some 10 miles by 20 miles and is related to eruption of the Bishop Tuff, which is covered by younger rocks within the caldera.

The Long Valley gold mineralization is located near the center of the caldera and is underlain by lithologic units related to the caldera formation and its subsequent resurgence. Associated with resurgent doming is a sequence of interbedded volcanoclastic sedimentary rocks which were deposited in a lacustrine setting within the caldera. These rocks consist of sediment (siltstones through conglomerates) and debris-flow deposits, with local deposits of intercalated silica sinter and rhyolite flows and dikes. All of these lithologies have been altered and/or mineralized to variable degrees. Intruding the generally flat-lying lake sediments are several rhyolite domes that have been dated from 200,000 to 300,000 years in age.

The north-south trending Hilton Creek fault zone appears to define the eastern limit of the resurgent dome within the central part of the Long Valley Caldera and extends outside the caldera to the south. Offset along this fault appears to be variable and suggests that fault activity along this zone may be episodic in nature.

Gold and silver mineralization at Long Valley appears to fall under the general classification of an epithermal, low sulfidation-type deposit. Several areas, termed the North, Central, South, Southeast and Hilton Creek zones, on the Long Valley property are mineralized with low grades of gold and silver. The mineralized zones are generally north-south trending, up to 8,000 feet in length with widths ranging from 500 feet to 1,500 feet. The tabular bodies are generally flat-lying or have a shallow easterly dip. Mineralization is typically from 50 to 200 feet thick and, in the South and Southeast zones, is exposed at or very near the surface. The top of the Hilton Creek zone is covered by 20 to 50 feet of alluvium. The majority of the mineralization discovered to date is located in the Hilton Creek zone.

Gold and silver mineralization is quite continuous throughout the zones and is well defined above a cut-off grade of 0.010 gold ounces per ton. Within the continuous zones of low-grade gold mineralization (above 0.010 gold ounces per ton) are numerous zones of higher grade mineralization above 0.050 gold ounces per ton, particularly in the Hilton Creek zone, which may relate to zones of enhanced structural preparation. Mineralized zones typically correlate with zones of more intense clay alteration or argillization and/or silicification.

Based on a third-party technical study completed February 20, 2003, by MDA of Reno, Nevada, the Long Valley project reported gold resources at a cut-off grade of 0.010 ounces of gold per ton (0.34 grams gold tonne). The gold resources are shown in the following table.

	<u>Tons (000's)</u>	<u>Tonnes (000's)</u>	<u>Gold (opt)</u>	<u>Gold (g/t)</u>
Indicated ⁽¹⁾	68,276	61,939	0.018	0.62
Inferred ⁽²⁾	32,914	29,859	0.017	0.58

(1)

Cautionary Note to U.S. Investors concerning estimates of Indicated Resources: This table uses the term "indicated resources". We advise U.S. investors that while this term is recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize it. **U.S. investors are cautioned not to assume that any part or all of mineral deposits in this category will ever be converted into reserves.**

(2)

Cautionary Note to U.S. Investors concerning estimates of Inferred Resources: This table uses the term "inferred resources". We advise U.S. investors that while this term is recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize it. "Inferred resources" have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. Under Canadian rules, estimates of inferred mineral resources may not form the basis of a feasibility study or prefeasibility studies, except in rare cases. **U.S. investors are cautioned not to assume that any part or all of an inferred resource exists or is economically or legally minable.**

Guadalupe de los Reyes

Guadalupe de los Reyes is located in the western foothills of the Sierra Madre Occidental mountain range, approximately 68 miles by air (124 miles by road) north of the coastal city of Mazatlán, and 19 miles by road southeast of the town of Cosalá in Sinaloa State, Mexico. The mineral concessions include two titled concessions for exploitation and three titled concessions for exploration, all covering about 1,475 acres.

On August 1, 2003, Vista executed an agreement to acquire a 100% interest in the Guadalupe de los Reyes gold project and a data package associated with the project and general area, for aggregate consideration of \$1.4 million and a 2% net smelter returns royalty. During a due diligence period leading up to the signing of the purchase agreement, Vista made payments to the owner, Sr. Enrique Gaitan Maumejean, totalling \$100,000, and upon exercising its option to complete the purchase, paid an additional \$200,000. On August 4, 2004, Vista issued 138,428 Vista Shares to Sr. Gaitan in satisfaction of the scheduled payment of \$500,000, which could be made in cash or Vista Shares at Vista's discretion. An additional \$500,000 in cash will be paid by way of \$100,000 payments on each of the second through sixth anniversaries of the signing of the formal agreement, with the outstanding balance becoming due upon commencement of commercial production. A payment of \$100,000 was made in 2005. A 2% net smelter returns royalty will be paid to the previous owner and may be acquired by Vista at any time for \$1.0 million. Vista retains the right to terminate the agreement at any time.

Geology

Guadalupe de los Reyes occurs in a late Cretaceous to Tertiary-age volcanic sequence of rocks. Gold and silver mineralization has been found along a series of northwesterly and west-northwesterly trending structural zones. Mineralization in these zones is typical of low sulfidation epithermal systems. Eight main target areas have been identified along three major structural zones. Several of these targets have bulk tonnage potential which may be amenable to open-pit mining, including the El Zapote, San Miguel, Guadalupe Mine, Tahonitas, and Noche Buena zones. The El Zapote target occurs in the Mariposa-El Zapote-Tahonitas structural zone on the western side of the project area and has been mapped for a distance of two miles. The El Zapote deposit is one of three deposits found along this structural zone, with the inactive underground Mariposa Mine 0.6 miles to the northwest and the Tahonitas prospect 0.3 miles to the southeast. The Guadalupe zone occurs as the northwest extension of the mineralized structures that were developed by underground mining along approximately 3,280 feet of the veins and to some 1,300 feet deep. The Guadalupe zone is found in the northeast portion of the area and has produced the majority of precious metals within the district. The San Miguel and Noche Buena zones are enclosed by the same northwestern trending structure in between the El Zapote-Mariposa and the Guadalupe structures.

A third-party technical study was performed for Vista and reported on July 17, 2003, by Pincock, Allen & Holt, of Denver, Colorado, using assay data from 381 reverse circulation drill holes totalling 118,633 feet. The drilling was performed by Northern Crown Mines Limited from 1993 to 1997. Based on this study, gold resources above a cutoff grade of 0.015 ounces of gold per ton (0.5 grams per tonne) are shown in the following table.

	Tons (000's)	Tonnes (000's)	Gold (opt)	Gold (g/t)
Indicated ⁽¹⁾	6,996	6,347	0.040	1.36
Inferred ⁽²⁾	4,233	3,840	0.059	2.01

(1)

Cautionary Note to U.S. Investors concerning estimates of Indicated Resources: This table uses the term "indicated resources". We advise U.S. investors that while this term is recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission

does not recognize it. **U.S. investors are cautioned not to assume that any part or all of mineral deposits in this category will ever be converted into reserves.**

(2)

Cautionary Note to U.S. Investors concerning estimates of Inferred Resources: This table uses the term "inferred resources". We advise U.S. investors that while this term is recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize it. "Inferred resources" have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. Under Canadian rules, estimates of inferred mineral resources may not form the basis of a feasibility study or prefeasibility studies, except in rare cases. **U.S. investors are cautioned not to assume that any part or all of an inferred resource exists or is economically or legally minable.**

Amayapampa

The Amayapampa project is located 186 miles southeast of La Paz in the Chayanta Municipality, Bustillos Province, Department of Potosi, in southwestern Bolivia. Access is via 167 miles of paved road from La Paz to Machacamarca near Oruro, followed by 62 miles of gravel road to Lagunillas, then nine miles of dirt road to Amayapampa. The Amayapampa property is situated within the moderately rugged Eastern Cordilleran region of Bolivia with elevations at the property varying from 12,300 to 13,450 feet above sea level. Amayapampa consists of 24 mining concessions covering 1,989 acres plus an additional 16,803 acres in regional exploration and exploitation concessions. The project is currently on care and maintenance.

On December 11, 2003, Vista reached an agreement, as amended during 2004 and 2005, to sell the Amayapampa project to Luzon Minerals Ltd. ("**Luzon**") of Vancouver, British Columbia, Canada. In January 2005, Vista announced that Luzon had informed Vista that it wished to exercise its option to purchase the Amayapampa project. The terms of the agreement with Luzon were amended in January, July and November of 2005. A summary of the amendments is contained in the Vista Form 10-K under the heading "Business Significant Developments in 2005 Amendments to Agreement to Sell Amayapampa".

Geology

The Amayapampa deposit underlies a north-northwest trending ridge approximately 0.3 miles east of the town of Amayapampa. The deposit is defined by about 48 diamond drill holes; 96 reverse-circulation drill holes; and 315 underground channel samples totalling 17,585 feet from more than 200 accessible cross-cuts in 43 different levels and sub-levels extending over a vertical distance of 682 feet. The deposit is approximately 1,970 feet in strike length, 98 to 230 feet in width and has an overall dip of the mineralized envelope of 80 to 90 degrees west. The depth extent of continuous mineralization is in excess of 656 feet to about the 12,795-foot elevation, although some mineralization is present below this depth. Gold occurs free and associated with sulfides in a structural zone in which quartz veins were emplaced then sheared prior to introduction of sulfides and gold mineralizing solutions.

The host rocks are composed of Ordovician black shales, sandstones, and siltstones, which were weakly metamorphosed to argillites, quartzites, and siltites, respectively. The Amayapampa project is located along the east flank of a north-south trending regional anticline near the top of the Ordovician sequence. Bedding dips are steep at 60 to 80 degrees west, with the east limb of the anticline being overturned and thus, also dipping steeply west.

The mineralized envelope is best described as a structural zone, in which quartz veins were emplaced along a preferential fracture direction.

Most faults, shears and fractures are north-northeast to north-northwest trending and steeply dipping, both east and west, at 60 to 90 degrees. Quartz veins predominantly dip east. Locally, within the zone of mineralization, flat, thrust-like faults are present, which have offset quartz veins to a minor extent. These flat faults, commonly west-dipping at 40 to 45 degrees, cannot generally be mapped outside of the main structural zone that hosts the gold mineralization. A west dipping, 45-degree fault projects into the pit on the northeast side of the deposit and was intersected by two vertical, geotechnical core holes. The base of mineralization may also be slightly offset by a similar west-dipping, 45-degree fault.

Oxidation effects are pervasive from the surface to depths of 66 to 98 feet, with only partial oxidization below those depths. Hydrothermal alteration effects evident in fresh rock are minor, and occur as coarse sericite

(muscovite) in thin (0.08 to 0.20 inch) selvages along some quartz veins. In addition, chlorite is present in and adjacent to some quartz veins, but this presence may be a product of low-grade metamorphism. Alteration effects are minimal overall, except for surface oxidization.

Mineralization is composed of quartz veins and sulfides and both constitute a visual guide to ore. Quartz veins are a locus for gold mineralization. Quartz veins are typically a few centimeters to two feet in width and commonly occur as sub-parallel vein sets. The strike extent can be 164 to 246 feet or more for any one vein or vein set, but the dip extent is not as well established and probably ranges up to 66 to 98 feet. Multiple vein sets are present in the overall mineralized envelope and veins commonly pinch and swell along strike and down dip.

Sulfide mineralization, hosted by multiple fractures is composed of predominantly pyrite within and adjacent to quartz veins. The total sulfide concentration for the overall mineralized zone is estimated at 3% to 5%. Petrographic examination of the sulfide mineralization shows pyrite to dominate at over 95% of the total sulfides; arsenopyrite is also present, as are minor amounts of chalcopyrite, galena, sphalerite, stibnite and tetrahedrite. Gold is present as free gold in association with pyrite, on fractures within pyrite and attached to the surface of pyrite and is often visible as discrete grains on fractures in quartz and argillite. Gold grains exhibit a large size-range, with much of the gold being relatively coarse at 40 to 180 microns. All gold grains display irregular shapes with large surface areas. No gold was noted to be encapsulated in either quartz or sulfide. The content of gold grains was verified as over 97% gold by scanning-electron-microprobe analysis.

District-scale exploration potential exists for defining styles of gold mineralization similar to Amayapampa, which could be developed as satellite ore bodies. In addition, at least 15 drill holes beneath the planned Amayapampa pit suggest the presence of four higher-grade shoots.

In September 2005, GR Technical Services Ltd of Calgary, Alberta, Canada, and Giroux Consultants Limited, of Vancouver, British Columbia, Canada, independent consultants, prepared a scoping study for Luzon Minerals Ltd. on the Amayapampa project that included an estimate of mineral resources prepared under the direction of G.H., Giroux, P.Eng, a qualified person, in compliance with Canadian National Instrument 43-101. The study was updated for Vista in September 2006 to include information on amendments to the purchase option agreement between Luzon and Vista subsequent to September 2005, and information on the current political situation in Bolivia. The economic analysis done as part of the scoping study includes gold prices and costs reflective of 2005.

The mineral resource data base contains 10,264 assay intervals from 45 core, 96 reverse circulation drill holes, and underground channel samples done by Da Capo Resource Ltd. and Vista from 1994 through 1997 with assaying by the Bondar Clegg laboratory in Oruro, Bolivia. The results of the study showed the known Amayapampa deposit, at a cutoff grade of 0.012 ounces gold per ton (0.4 grams per tonne), contains the gold resources shown in the following table.

	Tons (000's)	Tonnes (000's)	Gold (opt)	Gold (g/t)
Measured ⁽¹⁾	5,677	5,150	0.047	1.60
Indicated ⁽¹⁾	10,020	9,030	0.040	1.37
Inferred ⁽²⁾	2,161	1,960	0.027	0.94

(1)

Cautionary Note to U.S. Investors concerning estimates of Measured Resources and Indicated Resources: This table uses the terms "measured resources" and "indicated resources". We advise U.S. investors that while these terms are recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize them. **U.S. investors are cautioned not to assume that any part or all of mineral deposits in these categories will ever be converted into reserves.**

(2)

Cautionary Note to U.S. Investors concerning estimates of Inferred Resources: This table uses the term "inferred resources". We advise U.S. investors that while this term is recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize it. "Inferred resources" have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. Under Canadian rules, estimates of inferred mineral resources may not form the basis of a feasibility study or prefeasibility studies, except in rare cases. **U.S. investors are cautioned not to assume that any part or all of an inferred resource exists or is economically or legally minable.**

INFORMATION RELATING TO ALLIED NEVADA FOLLOWING THE ARRANGEMENT

Pursuant to the Arrangement (a) Vista will transfer all of the issued and outstanding shares of Vista U.S. and \$25 million in cash to Allied Nevada in return for a number of Allied Nevada Shares equal to 27,500,000 less the number of Option Shares (as defined in the Plan of Arrangement), and (b) the Pescios will transfer all of their interest in the Pescio Nevada Assets to Allied Nevada Holdings, a wholly owned subsidiary of Allied Nevada, in return for 12,000,000 Allied Nevada Shares and \$15 million in cash from Allied Nevada. Of the Allied Nevada Shares received by Vista pursuant to the Arrangement, Vista intends to retain certain of the shares to facilitate the payment of any taxes payable by Vista in respect of the Arrangement and to distribute, subject to applicable withholding taxes, the balance of the shares to holders of Vista Shares as described below. Accordingly, upon completion of the Arrangement, the issued and outstanding Allied Nevada Shares will be held by Vista and/or Vista Shareholders (including holders of Vista Shares acquired through the Vista Financing) and by the Pescios. For further information, see "The Arrangement Transaction Mechanics".

The following description relating to Allied Nevada assumes the closing of the Arrangement and the transactions contemplated therein.

Name, Address and Incorporation

Allied Nevada was incorporated on September 14, 2006 under the name "Allied Nevada Gold Corp." under the laws of the State of Delaware.

The current addresses and telephone and facsimile numbers of the offices of Allied Nevada are:

Executive Office	Registered Office	Records Office
c/o Vista Gold Corp. Suite 5 - 7961 Shaffer Parkway Littleton, Colorado USA 80127 Telephone: (720) 981-1185 Facsimile: (720) 981-1186	c/o National Registered Agents, Inc. 160 Greentree Drive, Suite 101 Dover, Delaware USA	c/o Burns & Levinson LLP 125 Summer Street Boston, MA 02110 USA Telephone: (617) 345-3000 Facsimile: (617) 345-3299
88		

Intercorporate Relationships

The name, place of incorporation, continuance or organization, and percentage of voting securities owned or controlled by Allied Nevada, after giving effect to the Arrangement, will be as set out below.

(1) Mineral ridge Resources Inc. is in the process of being dissolved.

Directors and Officers

The following table sets out the names of the current and anticipated directors and executive officers of Allied Nevada following the Arrangement, their respective municipalities of residence, current and anticipated positions with Allied Nevada, principal occupations within the five preceding years, periods during which each director has served as a director and the number of Allied Nevada Shares and percentage of issued Allied Nevada Shares it is anticipated that they will beneficially owned, directly or indirectly, or subject to control or direction by that person after the Effective Date.

The term of each of the directors of Allied Nevada will expire at the close of Allied Nevada's first annual general meeting, or until his successor is duly elected or appointed, unless his office is earlier vacated. The Allied Nevada Board will be appointed prior to the Arrangement.

Name, Residence, Position	Principal Occupation, Business or Employment⁽¹⁾	Director of Allied Nevada Since	Number of Allied Nevada Shares Held⁽²⁾	Percentage of Issued Capital
ROBERT BUCHAN Toronto, Ontario Canada <i>Director</i>	Businessman; Executive Chairman and director of Quest Capital Corp.; director of Rockwater Capital Corporation, bcMetals Corporation, Katanga Mining Limited, Endeavour Mining Capital Corp., and	Expected to be elected prior to the Effective Date	Nil	N/A

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

Name, Residence, Position	Principal Occupation, Business or Employment ⁽¹⁾	Director of Allied Nevada Since	Number of Allied Nevada Shares Held ⁽²⁾	Percentage of Issued Capital
	Pacific Rim Mining Corp.; and formerly with Kinross Gold Corporation from 1993 to 2005.			

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

SCOTT CALDWELL Oakville, Ontario Canada <i>Director, President, Chief Executive Officer and Chief Financial Officer</i>	President, Chief Executive Officer and Chief Financial Officer of Allied Nevada; from September 2006, consultant to Vista; formerly with Kinross Gold Corporation as Executive Vice President and Chief Operating Officer from 2003 to 2006; formerly with Newmont Mining Corporation, Echo Bay Mines Ltd. as Vice President of Operations; and Minera Collahuasi as Vice President of Operations.	September 22, 2006	Nil	N/A
W. DURAND EPPLER Denver, Colorado USA <i>Director</i>	Businessman; Chief Executive Officer and director of Coal International PLC. President of New World Advisors from August 2004 to present; formerly with Newmont Mining Corporation from 1995 to 2004 as Vice President of Newmont Capital, Ltd., President of Newmont Indonesia, Vice President of Corporate Development and Vice President of Corporate Planning of Newmont Mining Corporation. Also, director of Augusta Resource Corporation and Vista.	Expected to be elected prior to the Effective Date	(3)	*
TERRY M. PALMER Denver, Colorado USA <i>Director</i>	Accountant: Director of Apex Silver Mines Limited, Director of Energy West Incorporated, and formerly with Ernst & Young as a Partner and Certified Public Accountant 1979-2002, Marrs, Sevier & Company LLC and 2003-2006.	September 22, 2006	Nil	N/A
CARL PESCIO ⁽⁴⁾ Elko, Nevada USA <i>Director</i>	Self-employed mining prospector and director of Tornado Gold International Corp.	Expected to be appointed prior to the Effective Date	12,000,000	31%
MICHAEL B. RICHINGS Port Ludlow, Washington USA <i>Director</i>	Currently, the President and Chief Executive Officer of Vista; and formerly, President and Chief Executive Officer of Vista from June 1995 to September 2000. Also, director of Zaruma Resources Inc., Triumph Gold Corp. and Vista.	September 22, 2006	(3)	*

* Represents less than 1% of the outstanding Allied Nevada Shares.

(1) Includes occupations for the five preceding years.

(2) In accordance with Rule 13d-3(d)(1) under the U.S. Exchange Act, the applicable ownership total for each person is based on the number of Allied Nevada Shares held by such person as of the date of this Circular, plus any securities held by such person exercisable for or convertible into Allied Nevada Shares within 60 days after the date of this Circular.

(3) Mr. Eppler and Mr. Richings hold Vista Options that entitle the holder to acquire 65,000 and 255,000 Vista Shares, respectively. As part of the Arrangement, the Vista Options held by Mr. Eppler and Mr. Richings will, to the extent that they have not expired or been exercised prior to the Effective Date, be exchanged for Vista New Options and Allied Nevada Options. See "The Arrangement Transaction Mechanics".

(4)

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

As a condition to completion of the Arrangement, Mr. Pescio is required to enter into a non-competition agreement with Vista and Allied Nevada on terms satisfactory to all parties, acting reasonably. The terms of that agreement have not been determined.

It is expected that the Allied Nevada Board will have the following committees: Audit Committee, Compensation Committee and Corporate Governance Committee. The Allied Nevada Board is in the process of determining its committee appointments.

The information as to the residence, principal occupation and number of Allied Nevada Shares owned by the nominees listed in the above table is not within the knowledge of the management of Vista, and has been furnished by the individuals as of October , 2006.

There are no family relationships among any of the above directors of Allied Nevada. No directors of Allied Nevada are also directors of issuers with a class of securities registered under Section 12 of the U.S. Exchange Act (or which otherwise are required to file periodic reports under the U.S. Exchange Act) except for Robert Buchan, who is a director of Quest Capital.

None of the above directors has entered into any arrangement or understanding with any other person pursuant to which he was, or is to be, elected as a director of Allied Nevada or a nominee of any other person, except that Vista's understanding with Mr. Pescio is that Mr. Pescio will nominate two persons for election to the Allied Nevada Board prior to the Effective Date. Mr. Pescio has not exercised this right.

It is expected that Robert Lipsett may become a director of Allied Nevada after the Effective Date; however, no action has been taken to elect or appoint Mr. Lipsett and Mr. Lipsett has not accepted any such election or appointment. If elected, or appointed, Allied Nevada does not know when the effective date of such election or appointment would be.

General Description of the Business of Allied Nevada

Allied Nevada will be engaged in the evaluation, acquisition, exploration and advancement of gold exploration and potential development projects in the state of Nevada. Allied Nevada's approach to acquisitions of gold projects is to seek projects which have adequate drilling and geological data to support the completion of a third-party review of the geological data and to complete an estimate of the mineralized material. In addition, management of Allied Nevada looks for opportunities to improve the value of its gold projects through exploration drilling and/or introducing technological innovations. Management of Allied Nevada expects that emphasis on gold project acquisition and improvement will continue in the future.

At the Effective Date, Allied Nevada's holdings include the Beowawe, Cobb Creek, Dixie Flats, Dome, Elder Creek, Hasbrouck, Hycroft Mine, Maverick Springs, Mountain View, NAD, North Carlin, North Mill Creek, Pony Creek, Rock Creek, Santa Renia, Six Mile, South Silver Cloud, Switch, Three Hills, Tonka, Toy, Tusk, Wildcat, Wildhorse, and Woodruff properties, all in Nevada and the 53 F.W. Lewis, Inc. properties in Nevada.

Allied Nevada does not produce gold in commercial quantities and does not currently generate operating earnings. Allied Nevada expects to raise capital through equity financings.

Employees

As at the Effective Date, Allied Nevada will have approximately three full-time employees, of whom three will be employed at the Hycroft mine. Allied Nevada uses consultants with specific skills to assist with various aspects of its project evaluation, due diligence, acquisition initiatives, corporate governance and property management.

Dividends

Allied Nevada has never paid dividends. While any future dividends will be determined by the Allied Nevada Board after consideration of Allied Nevada's earnings, financial condition and other relevant factors, it is currently expected that available cash resources will be utilized in connection with the ongoing acquisition, exploration and evaluation programs of Allied Nevada.

Capital Structure

General Description of Capital Structure

The authorized share capital of Allied Nevada consists of the following share classes:

- (a) 100,000,000 shares of common stock, \$0.001 par value; and
- (b) 10,000,000 shares of undesignated preferred stock, \$0.001 par value.

Edgar Filing: VISTA GOLD CORP - Form PRE 14A

The holders of Allied Nevada Shares have the following rights, privileges, restrictions and conditions:

- (a) right to notice of, to attend and to vote at meetings of Allied Nevada Shareholders and each Allied Nevada Share has the right to one vote per Allied Nevada Share;
- (b) right to receive dividends as and when declared on the Allied Nevada Shares subject to the satisfaction of rights of holders of preferred shares of Allied Nevada; and
- (c) right to receive the remaining property and assets of Allied Nevada in the event of liquidation, dissolution or winding-up of Allied Nevada subject to the satisfaction of rights of holders of preferred shares of Vista.

Pursuant to its Certificate of Incorporation, the Allied Nevada Board, without any vote or action by the holders of Allied Nevada Shares, may issue preferred stock from time to time in one or more series. The Allied Nevada Board is authorized to determine the number of shares and to fix the designations, powers, preferences, and the relative, participating, optional, or other rights of any series of preferred stock. Issuances of preferred stock would be subject to the applicable rules of AMEX, TSX, or other organizations on which Allied Nevada securities are then quoted or listed. Depending upon the terms of preferred stock established by the Allied Nevada Board, any or all series of preferred stock could have preference over the common stock with respect to dividends and other distributions and upon liquidation. If any shares of preferred stock are issued with voting powers, the voting power of the outstanding common stock would be diluted. No shares of preferred stock are presently outstanding, and Allied Nevada has no present intention to issue any shares of preferred stock.

Anti-Takeover Effects of Provisions of the Certificate of Incorporation, By-laws and Delaware General Corporation Law

Allied Nevada's Certificate of Incorporation, By-laws, and the Delaware General Corporation Law ("DGCL") contain certain provisions, as set forth below, that could delay or make more difficult an acquisition of control of Allied Nevada not approved by the Allied Nevada Board, whether by means of a tender offer, open market purchases, a proxy contest, or otherwise. These provisions could have the effect of discouraging third parties from making proposals involving an acquisition or change of control of Allied Nevada even if such a proposal, if made, might be considered desirable by a majority of Allied Nevada Shareholders. These provisions may also have the effect of making it more difficult for third parties to cause the replacement of the current management or Allied Nevada Board without the concurrence of Allied Nevada's Board of Directors.

No Cumulative Voting

The DGCL provides that stockholders are denied the right to cumulate votes in the election of directors unless the corporation's certificate of incorporation provides otherwise. Allied Nevada's certificate of incorporation does not provide for cumulative voting.

Advance Notice Requirements for Stockholder Proposals

Allied Nevada's By-laws establish an advance notice procedure for stockholder proposals to be brought before an annual meeting of stockholders. Stockholders at an annual meeting may only consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of the board of directors or by a stockholder of record on the record date for the meeting who is entitled to vote at the meeting and who has delivered timely written notice in proper form to Allied Nevada's Secretary of the stockholder's intention to bring such business before the meeting. These provisions could have the effect of delaying until the next stockholders' meeting stockholder actions that are favored by the holders of a majority of Allied Nevada's outstanding voting securities.

Limitations on Liability and Indemnification of Officers and Directors

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties as directors. Allied Nevada's certificate of incorporation and By-laws include provisions that indemnify, to the fullest extent allowable under the DGCL, the personal liability of directors or officers for monetary damages for actions taken

as a director or officer of Allied Nevada, or for serving at the request of Allied Nevada as a director or officer or another position at another corporation or enterprise, as the case may be. Allied Nevada's certificate of incorporation and By-laws also provide that Allied Nevada must indemnify and advance reasonable expenses to its directors and officers, subject to its receipt of an undertaking from the indemnitee as may be required under the DGCL.

The limitation of liability and indemnification provisions in Allied Nevada's certificate of incorporation may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit Allied Nevada and its stockholders.

Authorized but Unissued Shares

Allied Nevada's authorized but unissued shares of common stock and preferred stock will be available for future issuance without stockholder approval. Allied Nevada may use additional shares for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of authorized but unissued shares of common stock and preferred stock could render more difficult or discourage an attempt to obtain control of Allied Nevada by means of a proxy contest, tender offer, merger or otherwise.

Delaware Statutory Provisions

Under Section 203 of the DGCL, no Delaware corporation shall engage in a "business combination" with an "interested stockholder" for a period of three years following the date that the stockholder became an interested stockholder. "Business combination" includes a merger, consolidation, asset sale, or other transaction resulting in financial benefit to the interested stockholder. "Interested stockholder" is a person who, together with affiliates and associates, owns, or within three years, did own 15% or more of the corporation's voting stock. This prohibition does not apply if: (i) prior to the time that the stockholder became an interested stockholder, the board of directors of the corporation approved either the business combination or the transaction resulting in the stockholder's becoming an interested stockholder, (ii) upon consummation of the transaction resulting in the stockholder's becoming an interested stockholder, the stockholder owns at least 85% of the outstanding voting stock of the corporation, excluding voting stock owned by directors who are also officers and certain employee stock plans, or (iii) at or subsequent to the time that the stockholder became an interested stockholder, the business combination is approved by the board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least two-thirds of the outstanding voting stock that the interested stockholder does not own. A Delaware corporation may elect not to be governed by these restrictions. Allied Nevada has not made such election.

Stock Option Plans

Prior to the Effective Date, the Allied Nevada Board expects to adopt two stock option plans. The first plan will govern the Allied Nevada Options issuable as part of the Arrangement (the "**Allied Nevada Special Stock Option Plan**"). The second plan will govern options granted to directors, employees, officers and consultants of Allied Nevada (the "**Allied Nevada Stock Option Plan**"). A description of each of these plans is set out below.

Allied Nevada Special Stock Option Plan

Allied Nevada will establish a stock option plan to govern the grant of Allied Nevada Options to directors, officers, employees and consultants of Vista, or its subsidiaries, as part of the Arrangement. Subject to applicable stock exchange requirements, the maximum number of Allied Nevada Shares which may be issued, reserved, set aside and made available for issue under the Allied Nevada Special Stock Option Plan will be such number issued, reserved and set aside at the Effective Time. If any Allied Nevada Options are terminated or expire, they are not available for re-issuance. Under the Allied Nevada Special Stock Option Plan, options may be exercised by the payment in cash of the option exercise price to Allied Nevada. All options will be subject to the terms and conditions of an option agreement entered into by Allied Nevada and each participant on the Effective Date or as soon as reasonably practicable thereafter.

The Allied Nevada Special Stock Option Plan will be administered by the Allied Nevada Board, which will have full and final discretion to determine issues that may arise under such plan. Pursuant to the terms of the Allied Nevada Special Stock Option Plan, the exercise price for the options will be determined after the Effective Time, see "The Arrangement Transaction Mechanics". Options become exercisable only after they vest in accordance with the respective option agreement and must expire no later than ten years from the date of grant.

If an optionee ceases to be an officer or employee of Vista, or its subsidiaries, as a result of termination for cause, all unexercised options will immediately terminate. If an optionee ceases to be a director, officer or employee of Vista, or its subsidiaries, or ceases to be a consultant to Vista, for any reason other than termination for cause, the optionee shall have the right to exercise his or her options at any time up to but not after the earlier of 30 days from the date of ceasing to be a director, officer, employee or consultant, or the expiry date. In the event of death of an optionee, the legal representatives of such optionee will have the right to exercise the options at any time up to but not after the earlier of 90 days from the date of death, or the expiry date.

Allied Nevada Options granted under the Allied Nevada Special Stock Option Plan are non-transferable and non-assignable other than on the death of a participant. An optionee has no rights whatsoever as an Allied Nevada Shareholder or a Vista Shareholder in respect of unexercised options.

Allied Nevada Stock Option Plan

Prior to the Effective Date, the Allied Nevada Board will adopt the Allied Nevada Stock Option Plan which provides for grants to directors, officers, employees and consultants of Allied Nevada, or its subsidiaries, of options to purchase Allied Nevada Shares. The Allied Nevada Stock Option Plan and any options granted under such plan, will be subject to ratification by Allied Nevada Shareholders at Allied Nevada's first annual general meeting. These options may be either "incentive stock options" within the meaning of Section 422 of the Code, or stock options that are non-qualified for United States Federal income tax purposes. The total number of Allied Nevada Shares for which options may be granted pursuant to the Allied Nevada Stock Option Plan will be _____, subject to applicable stock exchange requirements and to certain adjustments reflecting changes in Allied Nevada's capitalization. The maximum number of Allied Nevada Shares that may be reserved for issuance to any individual under the Allied Nevada Stock Option Plan is that number of Allied Nevada Shares that is equivalent to 5% of the Allied Nevada Shares issued and outstanding from time to time. Allied Nevada Shares with respect to which options are not exercised prior to termination of such option shall again be available to be granted under the Allied Nevada Stock Option Plan, to the fullest extent permitted by law. Under the Allied Nevada Stock Option Plan, unless otherwise permitted by the Allied Nevada Board, or a committee thereof, options may be exercised by the payment in cash of the option exercise price to Allied Nevada. All options granted under the Allied Nevada Stock Option Plan will be subject to the terms and conditions of an option agreement entered into by Allied Nevada and each participant at the time an option is granted.

The Allied Nevada Stock Option Plan will be administered by the Compensation Committee of the Allied Nevada Board, which will have full and final discretion to determine, subject to applicable Laws, (i) the total number of optioned shares to be made available under the Allied Nevada Stock Option Plan, (ii) the directors, officers, employees and consultants of Allied Nevada or its Subsidiaries who are eligible to receive Allied Nevada New Options under the Allied Nevada Stock Option Plan ("**Optionees**"), (iii) the time when and the price at which such stock options will be granted, (iv) the time when and the price at which such stock options may be exercised, and (v) the conditions and restrictions on the exercise of such options.

Pursuant to the terms of the Allied Nevada Stock Option Plan, the exercise price of any option must not be less than the closing price of the Allied Nevada Shares on either the AMEX or the TSX, at the Allied Nevada Board's discretion, on the day preceding the date of grant and the term of any such option may not exceed ten years from the date of grant; provided that as to grants of incentive stock options, with respect to any participant in the Allied Nevada Stock Option Plan who owns stock representing more than 10% of the voting rights attributable to the outstanding capital stock of Allied Nevada, the exercise price of any incentive stock option may not be less than 110% of the fair market value of such shares on the date of grant and the term of such option may not exceed five years from the date of grant. Incentive stock options may be granted under the Allied Nevada Stock Option Plan only to employees who are, at the time of grant, actual so-called "common law

employees" of Allied Nevada and not a consultant, advisor, service provider or independent contractor. To the extent that the aggregate fair market value of the Allied Nevada Shares (determined at the time of grant) exceeds \$100,000 on the amount of incentive stock options exercisable for the first time by an Optionee during any calendar year, any excess over that amount shall be considered "non-qualified options". Options will become exercisable only after they vest in accordance with the respective stock option agreement.

If an Optionee ceases to be an officer or employee of Allied Nevada, or its subsidiaries, as a result of termination for cause, all unexercised options will immediately terminate. If an Optionee ceases to be a director, officer or employee of Allied Nevada, or its subsidiaries, or ceases to be a consultant to Allied Nevada, for any reason other than termination for cause, the Optionee shall have the right to exercise his or her options at any time up to but not after the earlier of 30 days from the date of ceasing to be a director, officer, employee or consultant, or the expiry date. In the event of death of an Optionee, the legal representatives of such Optionee have the right to exercise the options at any time up to but not after the earlier of 90 days from the date of death, or the expiry date.

Options granted under the Allied Nevada Stock Option Plan will be non-transferable and non-assignable other than on the death of a participant. An Optionee will have no rights whatsoever as an Allied Nevada Shareholder in respect of unexercised options.

It is expected that on the Effective Date no options have been granted under the Allied Nevada Stock Option Plan.

Allied Nevada Options

Pursuant to the Plan of Arrangement, the number of Allied Nevada Options issuable under the Plan of Arrangement will be determined pursuant to the terms of the Plan of Arrangement, as calculated shortly after the Effective Date. It is anticipated that the number of Allied Nevada Options issuable pursuant to the Plan of Arrangement will be less than 5% of the issued and outstanding Allied Nevada Shares. The exercise price of the Allied Nevada Options will not be determinable until shortly after the Effective Date. See "The Arrangement Transaction Mechanics Treatment of Vista Options".

Prior Sales

On September 22, 2006, Allied Nevada issued one Allied Nevada Share to Vista at a price of \$10.00.

Pursuant to the Arrangement (a) Vista will transfer all of the issued and outstanding shares of Vista U.S. and \$25 million in cash to Allied Nevada in return for a number of Allied Nevada Shares equal to 27,500,000 less the number of Option Shares (as defined in the Plan of Arrangement), and (b) the Pescios will transfer all of their interest in the Pescio Nevada Assets to Allied Nevada Holdings, a wholly owned subsidiary of Allied Nevada, in return for 12,000,000 Allied Nevada Shares and \$15 million in cash from Allied Nevada. Of the Allied Nevada Shares received by Vista pursuant to the Arrangement, Vista intends to retain certain of the shares to facilitate the payment of any taxes payable in respect of the Arrangement and to distribute the balance of the shares to holders of Vista Shares in exchange for their Vista Shares as described below. Accordingly, upon completion of the Arrangement, the issued and outstanding Allied Nevada Shares will be held by Vista and/or Vista Shareholders (including holders of Vista Shares acquired through the Vista Financing) and by the Pescios. For further information see, "The Arrangement Transaction Mechanics".

Price Range of Allied Nevada Shares

It is anticipated that the Allied Nevada Shares will listed on the AMEX and the TSX under the symbol "ANV". The Allied Nevada Shares have no trading history at this time. Allied Nevada will apply to list the Allied Nevada Shares distributed pursuant to the Arrangement on the Exchanges. Listing of the All