

AGENCY AGREEMENT

THIS AGREEMENT dated for reference the 30th day of July, 2019.

BETWEEN:

NORTHWAY RESOURCES CORP., Suite 2080, 777 Hornby Street, Vancouver,
British Columbia V6Z 1S4

(the “**Issuer**”)

AND:

HAYWOOD SECURITIES INC., 200 Burrard Street, Suite 700, Waterfront
Centre, Vancouver, BC V6C 3L6

(“**Haywood**”)

AND:

ECHELON WEALTH PARTNERS INC., 1 Adelaide Street East, Toronto,
Ontario, Canada M5C 2V9

(“**Echelon**”)

(Haywood and Echelon are together referred to as the “**Agents**”)

BACKGROUND

- A. The Issuer wishes to raise money for the purposes set forth in its Prospectus, which is to be filed with the Regulatory Authorities, by offering for sale certain of its securities; and
- B. The Issuer wishes to appoint the Agents to distribute those securities and the Agents are willing to accept such appointment on the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- (a) "Accredited Investor" has the meaning ascribed thereto in Rule 501(a) of Regulation D;
- (b) “Agents’ Cash Commission” has the meaning set out in section 5.1(a);

- (c) “Agents’ Warrant” has the meaning set out in section 5.1(b);
- (d) “Agents’ Warrant Shares” has the meaning set out in section 5.1(b);
- (e) “Business Day” means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the City of Vancouver are not open for business during normal banking hours;
- (f) “Certificates” means the certificates representing the Offered Shares, the Over-Allotment Shares and the Agents’ Warrant;
- (g) “Closing Date” means the date on which the Offering closes, or such other date as the Agents and the Issuer may agree upon;
- (h) “Common Shares” means common shares in the capital of the Issuer;
- (i) “Contaminant” means any substance or material that is prohibited, controlled or regulated by any governmental authority, including without limitation, any contaminants, pollutants, petroleum, its derivatives, by-products or other hydrocarbons, dangerous substances or goods, asbestos, toxic or hazardous substances or materials, controlled products, wastes involving hazardous wastes and any other materials that are by their nature hazardous, either in fact or as defined in or pursuant to any Environmental Laws;
- (j) “Corporate Finance Fee” has the meaning set out in section 5.1(c);
- (k) “Effective Date” means the date on which a receipt for a (final) prospectus qualifying the Offering and all other securities required by this Agreement to be qualified is issued by the securities commission that is designated as the principal regulator in accordance with National Policy 11-202;
- (l) “Environmental Laws” means all applicable laws, rules, regulations, orders, policies, guidelines, notices, approvals and permits relating to environmental or occupational health and safety matters, in effect as at the date hereof, including, without limitation, those pertaining to reporting, licensing, permitting, investigation, remediation and clean-up in connection with any release or threat of release of a Contaminant or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling and the like of a Contaminant;
- (m) “Exchange” means the TSX Venture Exchange;
- (n) "General Solicitation or General Advertising" means "general solicitation or general advertising", as used in Rule 502(c) of Regulation D, including any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

- (o) “Indemnified Parties” and “Indemnified Party” have the respective meanings set out in section 12.1;
- (p) “Indemnifying Party” has the meaning set out in section 12.1;
- (q) “Information” has the meaning set out in section 9.1(a);
- (r) “Material Change” has the meaning set out in the Securities Acts;
- (s) “Material Fact” has the meaning set out in the Securities Acts;
- (t) “Misrepresentation” has the meaning set out in the Securities Acts;
- (u) “Offered Shares” means the Shares offered under the Prospectus;
- (v) “Offering” means the offering of a minimum of 15,000,000 and a maximum of 20,000,000 Shares at the Offering Price for aggregate gross proceeds of a minimum of \$1,500,000 and a maximum of \$2,000,000 under the Prospectus;
- (w) “Offering Price” means \$0.10 per Share;
- (x) “Over-Allotment Closing Date” has the meaning set out in section 2.4;
- (y) “Over-Allotment Option” has the meaning set out in section 2.3;
- (z) “Over-Allotment Shares” has the meaning set out in section 2.3;
- (aa) “Principal Regulator” has the meaning set out in Multilateral Instrument 11-102;
- (bb) “Proceeds” means:
 - (i) with respect to the closing of the Offering on the Closing Date:
 - (A) if the Over-Allotment Option is not exercised on or before two Business Days before the Closing Date, the gross proceeds of the Offering less:
 - (1) the portion of the Agents’ Cash Commission with respect to the Offering;
 - (2) the Corporate Finance Fee and applicable taxes thereon; and
 - (3) the expenses of the Agents in connection with the Offering which have not been paid by the Issuer; and

- (B) if the Over-Allotment Option is exercised on or before two Business Days before the Closing Date, the gross proceeds of the Offering and the Over-Allotment Option less:
 - (1) the Agents' Cash Commission;
 - (2) the Corporate Finance Fee and applicable taxes thereon; and
 - (3) the expenses of the Agents in connection with the Offering which have not been paid by the Issuer; and
- (ii) with respect to the closing of the Over-Allotment Option on the Over-Allotment Closing Date, the gross proceeds of the Over-Allotment Option less:
 - (1) the portion of the Agents' Cash Commission with respect to the Over-Allotment Option; and
 - (2) the expenses of the Agents in connection with the Offering which have not been paid by the Issuer;
- (cc) "Prospectus" means the preliminary prospectus and the prospectus filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering and includes any amendments to the preliminary prospectus and prospectus which may be filed with the Regulatory Authorities;
- (dd) "Regulation D" means Regulation D adopted by the SEC under the U.S. Securities Act;
- (ee) "Regulatory Authorities" means the Exchange and the securities commissions or similar regulatory authorities in the Selling Jurisdictions;
- (ff) "Purchasers" means purchasers of Offered Shares or Over-Allotment Shares pursuant to the Offering;
- (gg) "SEC" means the United States Securities and Exchange Commission;
- (hh) "Securities" means the Offered Shares, the Over-Allotment Shares, the Agents' Warrant and the Agents' Warrant Shares;
- (ii) "Securities Acts" means the securities acts in effect from time to time in the Selling Jurisdictions;
- (jj) "Selling Jurisdictions" means British Columbia, Alberta and Ontario in Canada and in the United States, and such other jurisdictions as the Agents and the Issuer may agree upon;

- (kk) "Shares" means the Common Shares in the capital of the Issuer as they are constituted on the date of this Agreement; and
- (ll) "Subsidiary" has the meaning given in section 9.1(b).
- (mm) "United States" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;
- (nn) "U.S. Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;
- (oo) "U.S. Person" means a "U.S. person" as that term is defined in Regulation S;
- (pp) "U.S. Purchaser" means an original Purchaser of the Units that is an Accredited who was, at the time of purchase, (a) a U.S. Person, (b) any person purchasing such Units on behalf of, or for the account or benefit of, any U.S. Person or any person in the United States, (c) any person who receives or received an offer to acquire such Units while in the United States, and (d) any person who was in the United States at the time such person's buy order was made or the Subscription Agreement pursuant to which such Units were acquired was executed or delivered; and
- (qq) "U.S. Securities Act" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

2. APPOINTMENT OF AGENTS AND OVER-ALLOTMENT OPTION

- 2.1 The Issuer appoints the Agents as its exclusive Agents with respect to the Offering and the Agents accept the appointment and agree to act as the Agents in offering the Offered Shares for sale under the Prospectus in the Selling Jurisdictions at the Offering Price. The Agents shall use their commercially reasonable efforts to sell the Offered Shares but it is understood and agreed that the Agents shall act as Agents only and are under no obligation to purchase any Offered Shares under the Offering.
- 2.2 The Offering is subject to a minimum subscription of 15,000,000 Shares. All subscription funds received by the Agents will be held by the Agents or placed in trust with the Issuer's registrar and transfer agent until the minimum subscription has been attained. Notwithstanding any other term of this Agreement, all subscription funds received by the Agents or the Issuer's registrar and transfer agent will be returned to the subscribers if the minimum subscription is not attained by the Closing Date.
- 2.3 The Issuer grants to the Agents an option (the "Over-Allotment Option"), exercisable in whole or in part by Haywood on behalf of the Agents by notice in writing given at any time within 30 days of the Closing Date, to solicit and accept subscriptions for up to an additional number of Shares equal to 15% of the Shares sold pursuant to the Offering (the "Over-Allotment Shares"). The purchase price for each Over-Allotment Share in respect of which the option is exercised shall be the Offering Price. The notice exercising the option to solicit and accept subscriptions for the Over-Allotment Shares in whole or in part shall be given by the Agents to the Issuer in the manner set

out in section 14 below and shall specify the number of Over-Allotment Shares to be issued by the Issuer. Upon the furnishing of such notice, the Issuer shall be obligated to issue in accordance with the provisions hereof the number of Over-Allotment Shares therein indicated. The issuance of the Over-Allotment Shares shall be only for the purpose of covering over-allotments. The Shares included in the Over-Allotment Shares shall be qualified under the Prospectus.

- 2.4 If the Over-Allotment Option is exercised at least two Business Days before the Closing Date, the issuance of the Over-Allotment Shares close on the Closing Date together with the closing of the Offering. If the Over-Allotment Option is exercised after two Business Days before the Closing Date, the issuance of the Over-Allotment Shares shall close on the date (the "Over-Allotment Closing Date") that is two Business Days after exercise of the Over-Allotment Option.

3. CONDUCT OF THE OFFERING

- 3.1 Prior to the Effective Date, the Issuer will apply to the Exchange to list its Common Shares on the Exchange.
- 3.2 The Agents will advise the Issuer and its counsel when the distribution under the Prospectus is complete.

4. OPINIONS AND CERTIFICATES AND OTHER CONDITIONS TO CLOSING

- 4.1 Prior to the Effective Date, the Issuer will deliver to the Agents and their counsel in a form acceptable to them, acting reasonably,
- (a) a long-form comfort letter from the auditor of the Issuer, dated as of the date of the Prospectus and addressed to the Agents and their counsel, relating to the accuracy of the financial statements forming part of the Prospectus and the accuracy of the financial, numerical and certain other information disclosed in the Prospectus; and
 - (b) a technical report on the Issuer's material property in compliance with National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.
- 4.2 Prior to the Closing Date, the Issuer will provide the Agents and their counsel with evidence of the necessary approval of the Regulatory Authorities for the Offering.
- 4.3 On the Closing Date, the Issuer will deliver the following documents to the Agents and their counsel in a form acceptable to them, acting reasonably:
- (a) an opinion of counsel (and local counsel in the Offering Jurisdictions as requested by the Agents) for the Issuer, dated as of the Closing Date and addressed to the Agents and their counsel, relating to any legal matter in connection with the Prospectus and Offering;

- (b) an opinion from tax counsel regarding RRSP, RRIF, RESP and TFSA eligibility of the Offered Shares, the Agents' Warrant Shares and the Over-Allotment Shares;
 - (c) a title opinion respecting the Issuer's properties; and
 - (d) a certificate of the Issuer, dated as of the Closing Date and signed by the Chief Executive Officer and Chief Financial Officer of the Issuer approved by the Agents, certifying certain facts relating to the Issuer and its affairs.
- 4.4 On or before the Closing Date, the Issuer will deliver to the Agents a covenant in writing from each of the directors and officers of the Issuer, in form and substance satisfactory to the Agents, providing such director's or officer's agreement not to sell or agree to sell, or announce any intention to sell or agree to sell, any Common Shares or securities exchangeable or convertible into Common Shares, for a period of 90 days from the Closing Date without the prior written consent of the Agents, such consent not to be unreasonably withheld.
- 4.5 If the Over-Allotment Option is exercised later than two Business Days before the Closing Date, on the Over-Allotment Closing Date, the Issuer will deliver the documents required under section 4.3 updated as required to the Agents and their counsel in a form acceptable to them, acting reasonably.
- 4.6 If any Offered Shares are being sold to U.S. Persons, the Agents shall have received at the Closing Time an opinion addressed to the Agents, in form and substance satisfactory to counsel to the Agents, acting reasonably, dated as of the Closing Date, from Clyde Snow & Sessions, P.C., U.S. legal counsel to the Company, to the effect that registration under the U.S. Securities Act is not required in connection with the offer and sale of the Offered Shares or the exercise of the Agents' Warrants for the Agents' Warrant Shares.

5. **COMPENSATION**

5.1 The Issuer will:

- (a) pay the Agents a commission (the "Agents' Cash Commission") equal to 7% of the gross proceeds of the Offering and the Over-Allotment Option which amount will be payable in cash, subject to selling group participation set out in section 13.2, as follows:
 - (i) if the Over-Allotment Option is exercised on or before two Business Days before the Closing Date, the Agents' Cash Commission shall be payable in full on the Closing Date;
 - (ii) if the Over-Allotment Option is exercised later than two Business Days before the Closing Date, the portion of the Agents' Cash Commission with respect to the Offering shall be payable on the Closing Date and the portion of the Agents' Cash Commission with

respect to the Over-Allotment Option shall be payable on the Over-Allotment Closing Date;

- (b) issue to the Agents a warrant (the “Agents’ Warrant”) entitling the holder to acquire such number of Common Shares (the “Agents’ Warrant Shares”) as is equal to 7% of the number of Offered Shares sold pursuant to the Offering and Over-Allotment Shares sold pursuant to the Over-Allotment Option, at the price of \$0.10 per share for a period of 24 months from the Closing Date, subject to selling group participation set out in section 13.2, to be issued as follows:
 - (i) if the Over-Allotment Option is exercised on or before two Business Days before the Closing Date, the Agents’ Warrant shall be issued to the Agents on the Closing Date; and
 - (ii) if the Over-Allotment Option is exercised later than two Business Days before the Closing Date, the portion of the Agents’ Warrant with respect to the Offering shall be issued on the Closing Date and the portion of the Agents’ Warrant with respect to the Over-Allotment Option shall be issued on the Over-Allotment Closing Date; and
- (c) pay the Agents a corporate finance fee (the “Corporate Finance Fee”) of \$35,000 plus applicable taxes, which amount will be payable in cash on the Closing Date.

5.2 The grant of the Agents’ Warrant shall be qualified by the Prospectus.

6. CLOSING

6.1 If the Over-Allotment Option is not exercised on or before two Business Days before the Closing Date, on the Closing Date the Issuer will release the certificates for the Offered Shares and the portion of the Agents’ Warrant issuable with respect to the Offering in exchange for receipt of the Proceeds from the Offering.

6.2 If the Over-Allotment Option is exercised on or before two Business Days before the Closing Date, on the Closing Date the Issuer will release the certificates for the Offered Shares, the Over-Allotment Shares and the Agents’ Warrant in exchange for receipt of the Proceeds from the Offering and the Over-Allotment Option.

6.3 If the Over-Allotment Option is exercised later than two Business Days before the Closing Date, on the Over-Allotment Closing Date the Issuer will release the certificates for the Over-Allotment Shares and the portion of the Agents’ Warrant issuable with respect to the Over-Allotment Option in exchange for the Proceeds from the Over-Allotment Option.

7. MATERIAL CHANGES

7.1 From the date of this Agreement to the completion of the distribution of the Offered Shares, the Issuer shall promptly discuss with the Agents and immediately thereafter

notify the Agents in writing of any material adverse change (actual, anticipated or threatened), financial or otherwise, in the assets, liabilities (contingent or otherwise), business, financial condition, capital or prospects of the Issuer.

- 7.2 If, after the Prospectus is first filed with the Regulatory Authorities, a Material Change occurs in the affairs of the Issuer, the Issuer will:
- (a) notify the Agents immediately, in writing, with full particulars of the change;
 - (b) file with the Regulatory Authorities as soon as practicable, and in any event no later than 10 days after the change occurs, an amendment to the Prospectus disclosing the Material Change; and
 - (c) provide to the Agents as many copies of the amendments as the Agents may reasonably request within three Business Days of such request.

8. TERMINATION

- 8.1 The Agents may without liability in their sole discretion terminate their obligations under this Agreement by written notice to the Issuer on or before the Closing Date if at any time prior to the Closing Date:
- (a) in the opinion of the Agents, acting reasonably, there shall have occurred any Material Change or change in Material Fact in relation to the Issuer or there shall be discovered any previously undisclosed Material Fact in each case which would be expected to result in a material adverse change in relation to the Issuer or have a material adverse effect on the market price or value of the Common Shares;
 - (b) any inquiry, action, investigation or other proceeding (whether formal or informal) is made, announced or threatened or any order is issued by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency, regulatory authority or other instrumentality including, without limitation, the Exchange or any other exchange or quotation or any securities regulatory authority involving the Issuer's securities, directors or officers (except for any inquiry, action, investigation or other proceeding based upon activities of the Agents and not upon activities of the Issuer) or any law or regulation is enacted or changed, which, in the opinion of the Agents, acting reasonably, prevents or restricts trading in or the distribution of the securities of the Issuer or the Securities or materially and adversely affects or might reasonably be expected to materially and adversely affect the market price or value of the securities of the Issuer or the Securities;
 - (c) if there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence (including terrorism) or any law or regulation which, in the opinion of the Agents, acting reasonably, materially adversely affects or involves, or might reasonably be expected to materially adversely affect or

involve, the financial markets or the business, operations or affairs of the Issuer and its subsidiaries, taken as a whole;

- (d) the Agents become aware of, as a result of their due diligence review or otherwise, of any material adverse change, or a change in any Material Fact or any Material Fact with respect to the Issuer (in the sole opinion of the Agents, acting reasonably) which has not been disclosed to the Agents prior to the date hereof, or the Agents are not satisfied, acting reasonably, with the results of their due diligence review in respect of the Issuer, its securities, assets or operations, the tax attributes of any of the securities of the Issuer or the Securities or otherwise;
- (e) the Issuer is in breach of any term, condition or covenant of this Agreement or any representation or warranty given by the Issuer in this Agreement becomes or is false; or
- (f) if the state of financial markets in Canada or elsewhere where it is planned to market the Securities is such that, in the reasonable opinion of the Agents, the Offered Shares cannot be marketed profitably or successfully.

8.2 Unless otherwise agreed to by the parties, this Agreement will terminate if a receipt for the Final Prospectus is not issued by the Principal Regulator within 120 days of the date of this Agreement.

8.3 Any termination pursuant to the terms of this Agreement shall be effected by notice in writing delivered to the Issuer, provided that no termination shall discharge or otherwise affect any obligation of the Issuer under sections 10 or 12 of this Agreement. The rights of termination contained in paragraph 8.1 are in addition to, and without prejudice to, any other rights or remedies the Agents may have at law or in equity.

9. WARRANTIES, REPRESENTATIONS AND COVENANTS

9.1 The Issuer covenants, represents and warrants to the Agents that:

- (a) the books and records of the Issuer and the Subsidiary fairly and correctly set out and disclose in all material respects, in accordance with International Financial Reporting Standards, the financial position of the Issuer and the Subsidiary as of the date hereof, and all material financial transactions of the Issuer and the Subsidiary have been accurately recorded in the said books and records. With the exception of forecasts, projections or estimates referred to below, all information and other data (together, the "Information") relating to the Issuer and/or the Subsidiary furnished by or on behalf of the Issuer to the Agents is, or, in the case of historical information, was at the date of preparation true, accurate, complete and correct in all material respects, and does not or did not, as the case may be, contain any Misrepresentation. Any projections and forecasts relating to the Issuer and/or the Subsidiary provided by or on behalf of the Issuer to the Agents have been prepared in good faith with the assistance of competent professional advisors and are based upon

assumptions which, in light of the circumstances under which they are made, are reasonable. The Issuer is not aware of any undisclosed facts or information that could materially impact upon such projections and forecasts;

- (b) the Issuer has one subsidiary, being Northway Resources Alaska Corporation (the “Subsidiary”);
- (c) each of the Issuer and the Subsidiary has been duly incorporated and organized and is validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted, to own, lease and operate its properties and assets and to carry out the provisions hereof;
- (d) each of the Issuer and the Subsidiary is conducting its business in compliance in all material respects with all applicable licensing and anti-pollution legislation, regulations or by-laws, environmental protection legislation, regulations or by-laws or other similar legislation, regulations or by-laws or other lawful requirements of any governmental or regulatory bodies which are applicable to the Issuer or the Subsidiary; and the Issuer is not aware of any such legislation, regulation, by-law or lawful requirement presently in force or proposed to be brought into force by any governmental or regulatory authority which the Issuer anticipates it or its Subsidiary will be unable to comply with without materially adversely affecting its business;
- (e) each of the Issuer and the Subsidiary is the beneficial owner of the properties, business and assets, or the interest in the properties, business and assets, referred to in the Prospectus, and any and all agreements pursuant to which the Issuer or the Subsidiary holds any such interest in the properties, business or assets are in good standing under the applicable laws, and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;
- (f) the Prospectus contains full, true and plain disclosure of all Material Facts in relation to each of the Issuer and the Subsidiary and their businesses and securities, and contains no Misrepresentation;
- (g) the consolidated financial statements of the Issuer and the Subsidiary which form part of the Prospectus have been prepared in accordance with International Financial Reporting Standards and accurately reflect the financial position of the Issuer and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer and the Subsidiary, as at the date of the financial statements and there have been no adverse material changes in the financial position of the Issuer or the Subsidiary since that date, except as fully and plainly disclosed in the Prospectus;
- (h) the authorized and outstanding share capital of each of the Issuer and the Subsidiary is as set forth in the Prospectus, all outstanding shares have been

issued as fully paid and non-assessable and the only outstanding options, warrants or other rights to acquire any shares or other securities of the Issuer or the Subsidiary are as set forth in the Prospectus;

- (i) neither the Issuer nor the Subsidiary is in default or breach of, and the execution and delivery of, and the performance and compliance with the terms of this Agreement does not and will not result in any breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, in any material respect, any term or provisions of the articles, notice of articles, or resolutions of the Issuer or the Subsidiary, or any indenture, agreement (written or oral), lease or other document to which the Issuer or the Subsidiary is a party or by which either of them is bound, or any judgment, decree or order, or to their knowledge, statute, rule or regulation applicable to the Issuer or the Subsidiary, which default or breach might reasonably be expected to materially adversely affect the business, operations, assets, capital or condition (financial or otherwise) of the Issuer or the Subsidiary;
- (j) this Agreement is a legal, valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, subject to the laws relating to creditors' rights generally and equitable remedies and except to the extent that the enforcement of rights to indemnity and waiver of contribution may be limited by applicable law;
- (k) the Issuer has full corporate authority and capacity to issue the Securities and:
 - (i) if the Over-Allotment Option is not exercised on or before two Business Days before the Closing Date, on the Closing Date:
 - (1) the Offered Shares will be duly and validly authorized and issued as fully paid and non-assessable;
 - (2) the portion of the Agents' Warrant with respect to the Offering will be duly and validly created, authorized and issued; and
 - (3) the Agents' Warrant Shares issuable on exercise of the portion of the Agents' Warrant with respect to the Offering will be duly and validly authorized for issuance upon exercise of such portion of the Agents' Warrant and upon such issuance shall be issued as fully paid and non-assessable;
 - (ii) if the Over-Allotment Option is exercised on or before two Business Days before the Closing Date, on the Closing Date:
 - (1) the Offered Shares and the Over-Allotment Shares will be duly and validly authorized and issued as fully paid and non-assessable;

- (2) the Agents' Warrant will be duly and validly created, authorized and issued; and
 - (3) the Agents' Warrant Shares issuable on exercise of the Agents' Warrant will be duly and validly authorized for issuance upon exercise of the Agents' Warrant and upon such issuance shall be issued as fully paid and non-assessable;
- (iii) if the Over-Allotment Option is exercised later than two Business Days before the Closing Date, on the Over-Allotment Closing Date:
 - (1) the Over-Allotment Shares will be duly and validly authorized and issued as fully paid and non-assessable;
 - (2) the portion of the Agents' Warrant with respect to the Over-Allotment Option will be duly and validly created, authorized and issued; and
 - (3) the Agents' Warrant Shares issuable on exercise of the portion of the Agents' Warrant with respect to the Over-Allotment Option will be duly and validly authorized for issuance upon exercise of such portion of the Agents' Warrant and upon such issuance shall be issued as fully paid and non-assessable;
- (l) no consent of any third party is required in connection with the transactions contemplated by this Agreement, except to the extent that this Agreement contemplates obtaining receipts for the Prospectus or approval to list the Shares on the Exchange;
- (m) no securities regulatory authority has issued any order preventing or suspending trading in any securities of the Issuer, and the Issuer has not been, and is not currently, in default of any requirement of any securities laws to which the Issuer is subject;
- (n) no litigation, administrative proceeding, arbitration or other proceeding before or of any court, tribunal, arbitrator or regulatory or other governmental body or dispute with any regulatory or other governmental body is presently in process or pending or threatened against the Issuer or the Subsidiary which, if determined adversely to the Issuer or the Subsidiary might have a material adverse effect on the financial condition, results of operations, business or prospects of the Issuer or the Subsidiary, or which would materially impair the ability of the Issuer to consummate the transactions contemplated hereby or to duly observe and perform any of its covenants or obligations herein;
- (o) the business and property of each of the Issuer and the Subsidiary are in compliance in all material respects with all Environmental Laws, and there are no facts known after due enquiry by the Issuer which could give rise to a notice of non-compliance with any Environmental Laws;

- (p) there are no existing claims, demands, damages, expenses, suits, proceedings, actions, negotiations, or causes of action of any nature whatsoever, whether threatened or pending, arising out of the presence on any property in respect of which the Issuer or the Subsidiary has an interest, either past or present, of any Contaminant, or out of any past or present activity conducted on any such property, involving any Contaminant or any violation of any Environmental Laws;
- (q) the Issuer has conducted its activities in connection with the Offering in compliance with all applicable laws and regulatory requirements;
- (r) the Issuer shall not unreasonably reject any subscription for Offered Shares or Over-Allotment Shares tendered by the Agents, unless all such subscriptions tendered exceed the number of Offered Shares under the Offering and the number of Over-Allotment Shares under the Over-Allotment Option, or the acceptance of such subscription would be contrary to applicable corporate and securities legislation or Exchange policies;
- (s) there is not presently, and will not be until the conclusion of the distribution under the Prospectus, any Material Change or change in any Material Fact relating to the Issuer and/or the Subsidiary, their businesses or their respective securities which has not been or will not be fully disclosed in the Prospectus or otherwise to the Agents;
- (t) each of the Issuer and the Subsidiary has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has been requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for such assessments, fines and penalties which are currently being contested in good faith;
- (u) each of the Issuer and the Subsidiary has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable, if any, and there are no liens for taxes on the its assets except for taxes not yet due, and there are no audits of any of its tax returns which are known by the Issuer's management to be pending, and there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Issuer or the Subsidiary;
- (v) other than the Agents, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein;
- (w) the Proceeds will be used by the Issuer to fund the exploration and development of the Issuer's mineral properties and for working capital general corporate purposes; and

- (x) the Offered Shares and the Over-Allotment Shares will be qualified investments under the *Income Tax Act* (Canada) for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, registered disability savings plans, tax-free savings accounts and deferred profit sharing plans (other than deferred profit sharing plans for which the employer is the Issuer or a corporation with which the Issuer does not deal at arms' length), subject to the specific provision of any particular plan.

9.2 The Issuer covenants, represents and warrants to the Agents that it will not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities convertible into or exchangeable for Common Shares, other than pursuant to:

- (a) the exercise of the Over-allotment Option;
- (b) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the Closing Date;
- (c) the issue of Common Shares upon the exercise of convertible securities, warrants or options outstanding prior to the Closing Date;
- (d) previously scheduled property and/or other corporate acquisitions; and
- (e) a non-brokered private placement of up to 8,000,000 Common Shares of the Issuer at \$0.10 a Common Share for gross proceeds of up to \$800,000,

from the date hereof and continuing for a period of 90 days from the Closing Date without the prior written consent of the Agents, such consent not to be unreasonably withheld or delayed.

9.3 The Issuer will use its best efforts to have any legends on the share certificates issued to Purchasers who are resident in the United States removed at their request, at the Issuer's cost and expense.

9.4 The Company is not, and as a result of the sales of the Offered Shares contemplated hereby will not be, an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered, or closed-end investment company required to be registered, under the United States Investment Company Act of 1940, as amended.

9.5 The Company has not sold, offered for sale or solicited any offer to buy and will not sell, offer for sale or solicit any offer to buy, during the period beginning six months prior to the start of the Offering of the Offered Shares and ending six months after the completion of the Offering of the Offered Shares, any of its securities in the United States in a manner that would be integrated with and would cause the exemption from

registration provided by Rule 506(b) of Regulation D, to be unavailable with respect to offers and sales of the Offered Shares.

- 9.6 The Company will not take any action that would cause the exemptions or exclusions provided by Rule 506(b) of Regulation D to be unavailable with respect to offers and sales of the Offered Shares to U.S. Purchasers pursuant to the Agency Agreement.
- 9.7 Neither the Company nor any of its predecessors or affiliates has been subject to any order, judgment, or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.
- 9.8 None of the Company, its affiliates or any person on behalf of any of them (other than the Agents, the U.S. Affiliate, their respective affiliates or any person acting on their behalf, in respect of which no representation is made) has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with this Offering.
- 9.9 The Company will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable state securities laws in connection with the Offering, including filing a Form D with the SEC.
- 9.10 With respect to the Offered Shares to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D, none of the Company, any of its predecessors, any director, executive officer, other officer of the Company participating in the offering, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person" and, together, "Issuer Covered Persons") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the U.S. Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine (i) the identity of each person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Issuer has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Agents a copy of any disclosures provided thereunder.
- 9.11 Each of the Agents warrants, represents and covenants to the Issuer that:
- (a) it is a valid and subsisting corporation under the laws of the jurisdiction in which it was incorporated;
 - (b) it is a member in good standing of the Exchange; and
 - (c) it has complied with and will fully comply with the requirements of all applicable securities laws, including, without limitation, the by-laws and rules of the Exchange in relation to trading in the Securities and all matters relating to the Offering.

10. EXPENSES OF AGENTS

- 10.1 The Issuer will pay all of the expenses of the Offering and all the expenses reasonably incurred by the Agents in connection with the Offering including, without limitation, travel expenses, searches and other costs incurred by the Agents to complete the due diligence process, as well as the reasonable fees and expenses of the solicitor for the Agents and other expense, provided that the legal fees of the Agents' solicitor (excluding applicable taxes and disbursements) will not exceed \$30,000 without the prior written approval of the Issuer. The Issuer will pay such expenses incurred by the Agents even if the Prospectus is not accepted by the Regulatory Authorities or the transactions contemplated by this Agreement are not completed, or this Agreement is terminated. The Agents acknowledges receiving from the Issuer a retainer of \$15,000 plus applicable taxes which will be applied against the fees and expenses of the solicitor for the Agents.
- 10.2 The Agents may, from time to time, render accounts to the Issuer for their expenses for payment on or before the dates set out in the accounts. The Issuer authorizes the Agents to deduct their reasonable expenses in connection with the Offering and the Over-Allotment Option from the gross proceeds of the Offering and the Over-Allotment Option, including expenses for which an account has not yet been rendered to the Issuer.

11. FILING OF PROSPECTUS

- 11.1 The Issuer will cause the Prospectus to be filed with the Regulatory Authorities, will deliver all necessary copies of the Prospectus to the Regulatory Authorities and will use its commercially reasonable efforts to have the Prospectus accepted by the Regulatory Authorities as soon as possible.
- 11.2 The Issuer will provide the Agents with as many copies of the Prospectus as the Agents may reasonably request at no charge to the Agents within three Business Days of any such request.
- 11.3 Delivery of the Prospectus and any amendment thereto shall constitute a representation and warranty by the Issuer to the Agents that all information and statements (except information and statements supplied by and relating solely to the Agents) contained in the Prospectus and any amendment thereto are true and correct in all material respects at the time of delivery thereof and contain no Misrepresentation and constitute full, true and plain disclosure of all Material Facts relating to the Issuer and the Offered Shares and that no Material Fact or material information has been omitted therefrom (except facts or information supplied by and relating solely to the Agents) which is required to be stated therein or is necessary to make statements of information contained therein not misleading in light of the circumstances under which they were made. Such delivery shall also constitute the Issuer's consent to the Agents' use of the Prospectus, any amendment thereto and any other documents supplied to the Agents by the Issuer for the purpose of the sale of the Offered Shares in the Selling Jurisdictions in compliance herewith and with all applicable securities laws.

12. INDEMNITY

- 12.1 The Issuer agrees to indemnify and save harmless the Agents, their respective affiliates and their respective directors, officers, employees, partners, agents, and shareholders (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "Claims"), which an Indemnified Party may incur or become subject to or otherwise involved in (in any capacity) insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the engagement of the Agents pursuant to this Agreement, whether performed before or after the Issuer's execution of the Agreement, and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.
- 12.2 This indemnity shall not be available to any Indemnified Party in relation to any losses, expenses, claims, actions, damages or liabilities incurred by the Issuer are determined by a court of competent jurisdiction in a final judgement that has become non-appealable to have resulted primarily from the Indemnified Party's breach of agreement, gross negligence, fraud or willful misconduct.
- 12.3 In the event and to the extent that a court of competent jurisdiction in a final judgement that has become non-appealable determines that an Indemnified Party was grossly negligent, fraudulent or guilty of willful misconduct in connection with a Claim in respect of which the Issuer has advanced funds to the Indemnified Party pursuant to this indemnity, such Indemnified Party will reimburse such funds to the Issuer and thereafter this indemnity will not apply to such Indemnified Party in respect of such Claim. The Issuer agrees to waive any right the Issuer might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.
- 12.4 If a Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Issuer, the Indemnified Party will give the Issuer prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Issuer will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify will not relieve the Issuer of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Issuer of substantive rights or defences.
- 12.5 No admission of liability and no settlement, compromise or termination of any Claim will be made without the Issuer's consent and the consent of the Indemnified Parties

affected, such consents not to be unreasonably withheld; provided, however, that no consent of an Indemnified Party will be required if the Issuer has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise or termination includes an unconditional release of each Indemnified Party from any liability arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party. Notwithstanding that the Issuer will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to any Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:

- (a) employment of such counsel has been authorized in writing by the Issuer;
- (b) the Issuer has not assumed the defence of the action within a reasonable period of time after receiving notice of the claim;
- (c) the named parties to any such claim include both the Issuer and the Indemnified Party and the Indemnified Party will have been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Issuer and the Indemnified Party; or
- (d) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Issuer;

in which case such fees and expenses of such counsel to the Indemnified Party will be for the Issuer's account, provided that the Issuer shall not be responsible for the fees or expenses of more than one legal firm in any single Jurisdiction for all of the Indemnified Parties. The rights accorded to the Indemnified Parties hereunder will be in addition to any rights an Indemnified Party may have at common law or otherwise.

- 12.6 If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or is insufficient to hold them harmless, the Issuer will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Issuer or the Issuer's shareholders on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Issuer will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by any Indemnified Parties hereunder.
- 12.7 The Issuer hereby constitutes the Agents as trustee for each of the other Indemnified Parties of the Issuer's covenants under this indemnity with respect to such persons and the Agents agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

13. ASSIGNMENT AND SELLING GROUP PARTICIPATION

- 13.1 The Agents will not assign this Agreement or any of their rights under the Agreement nor, with respect to the Offered Shares, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agents have obtained the consent of the Issuer and notice has been given to and accepted by the Regulatory Authorities.
- 13.2 The Agents may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investment dealers, who may be offered part of the compensation received by the Agents hereunder.
- 13.3 The Agents may invite one or more investment dealers to form an agency syndicate group to participate in the Offering, it being understood that the Agents will at all times be the lead Agents, Haywood will be the sole bookrunner for the Offering, the Agents will have the right to select syndicate members (subject to prior to consultation with the Issuer), and the Agents shall control all syndicate arrangements. The Agents' Commission, Corporate Finance Fee and Agents' Warrant will be shared by the Agents, 60% as to Haywood and 40% as to Echelon.

14. NOTICE

- 14.1 Any notice or other communication to be given hereunder shall be in writing and delivered or sent by email as follows:

If to the Issuer to:

Northway Resources Corp.
Suite 2080, 777 Hornby Street
Vancouver, British Columbia V6Z 1S4

Attention: Mr. Zach Flood, CEO
Email: zach@kenorlandminerals.com

with a copy to:

Armstrong Simpson
2080 - 777 Hornby Street
Vancouver, B.C. Canada, V6Z 1S4

Attention: Shauna Hartman
Email: shartman@armlaw.com

with a further copy to (which shall not constitute notice hereunder):

Clyde Snow & Sessions, P.C.
201 S. Main Street, Suite 1300
Salt Lake City, UT 84111

Attention: Brian A. Lebrecht
Email: bal@clydesnow.com

If to the Agents to:

Haywood Securities Inc.
200 Burrard Street, Suite 700, Waterfront Centre
Vancouver, British Columbia V6C 3L6

Email: d Wong@haywood.com
Attention: Mr. Don Wong

and:

Echelon Wealth Partners Inc.
1 Adelaide Street East
Toronto, Ontario M5C 2V9

Attention: David G. Anderson
Email: danderson@echelonpartners.com

with a copy to:

Getz Prince Wells LLP
530-355 Burrard Street
Vancouver, BC V6C 2G8

Attention: Ms. Zahra Ramji
Email: zahra@getzpw.com

- 14.2 Any such notice or other communication shall be deemed to have been given and received on the day after being sent by email or upon delivery if delivered, or, if such day is not a Business Day in the location where it is sent by email or delivered, on the next following Business Day.

15. TIME

- 15.1 Time shall be the essence hereof.

16. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

- 16.1 The representations, warranties, covenants and indemnities set out in this Agreement will survive the closing of the Offering.

17. LANGUAGE

- 17.1 Wherever a singular or masculine expression is used in this Agreement, that expression is deemed to include the plural, feminine or the body corporate where required by the context.

18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior agreements with respect thereto between the Issuer and the Agents, including, without limitation, the letter of engagement between the Issuer and the Agents dated April 9, 2019.

19. ENUREMENT

19.1 This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns.

20. HEADINGS

20.1 The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

21. GOVERNING LAW

21.1 This Agreement is subject to and shall be governed by the laws of the Province of British Columbia and the parties hereto irrevocably submit to the jurisdiction of the courts of British Columbia with respect to any dispute related to this Agreement.

22. COMMUNICATION WITH PUBLIC

22.1 All press releases and publicly available filings in respect of this Agreement or any other related instrument or with respect to the relationship between the Issuer and the Agents made by the Issuer will be approved by the Agents, acting reasonably.

23. COUNTERPARTS

23.1 This Agreement may be executed in as many counterparts as may be necessary and may be delivered by facsimile or other electronic transmission, each of such counterparts so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear the date as of the day and year first above written.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement.

NORTHWAY RESOURCES CORP.

By: "*Signed*"

Authorized Signatory

HAYWOOD SECURITIES INC.

By: "*Signed*"

Authorized Signatory

ECHELON WEALTH PARTNERS INC.

By: "*Signed*"

Authorized Signatory