Execution Version

AGENCY AGREEMENT

November 4, 2020

Kenorland Minerals Ltd.
310 – 119 W Pender Street
Vancouver, BC, Canada
V6B 1S5

Northway Resources Corp.
310 – 119 W Pender Street
Vancouver, BC, Canada
V6B 1S5

Attention: Zach Flood, President, CEO and Director

Dear Sir:

Stifel Nicolaus Canada Inc., as lead agent and sole bookrunner ("**Stifel GMP**" or the "**Lead Agent**"), together with a syndicate including Canaccord Genuity Corp., Haywood Securities Inc., Laurentian Bank Securities Inc., and Echelon Wealth Partners Inc. (collectively with Stifel GMP, the "**Agents**") understand that Kenorland Minerals Ltd. ("**Kenorland**") intends to create, issue and sell up to 10,000,000 subscription receipts of Kenorland (each, a "**Subscription Receipt**"), without giving effect to the Agents' Option (as defined below), having the terms described herein, at a price of $1.00 (the "**Offering Price**") per Subscription Receipt, for aggregate gross proceeds to Kenorland of up to $10,000,000.

In addition, in connection with the Offering, Kenorland hereby grants the Agents an option (the "**Agents' Option**") to increase the size of the Offering by up to an additional 2,500,000 Subscription Receipts on the same terms and for additional aggregate gross proceeds of up to $2,500,000. The Agents' Option shall be exercisable, in whole or in part, by the Agents in their sole discretion, until the Closing Date (as defined below). All references to the Subscription Receipts shall be deemed to include any Subscription Receipts sold pursuant to the Agents' Option.

The Subscription Receipts will be created and issued pursuant to a subscription receipt agreement (the "**Subscription Receipt Agreement**") among Kenorland, the Lead Agent and Computershare Trust Company of Canada, appointed as subscription receipt agent pursuant to the terms of the Subscription Receipt Agreement (the "**Subscription Receipt Agent**"), to be dated as of the Closing Date.

The Subscription Receipts are being issued in connection with the proposed RTO (as defined below) involving Kenorland, Acquireco (as defined below), and Northway, being a company listed on the TSXV (as defined below), pursuant to the Amalgamation Agreement (as defined below). Pursuant to the RTO and in addition to the transactions contemplated to be completed under the Offering, among other things: (i) Northway will complete the Consolidation (as defined below); (ii) Northway will complete the Name Change (as defined below); (iii) pursuant to the terms of the Amalgamation Agreement, the following steps will occur: (a) any Kenorland Shares held by Dissenting Shareholders (as defined below) will be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Amalco (as defined below), and Amalco shall thereupon be obligated to pay each Dissenting Shareholder the fair value of his or her Kenorland Shares in accordance with the BCBCA (as defined below) and the Dissenting Shareholder shall be removed from the central securities register of Kenorland as a holder of the Kenorland Shares and such transferred Kenorland Shares shall be cancelled; (b) Acquireco and Kenorland will amalgamate as one corporation under the BCBCA and in connection therewith, among other things; (1) the Share Exchange (as defined below) shall be completed, pursuant to which each outstanding Kenorland Share shall be exchanged for two (2) Resulting Issuer Shares (as defined below); (2) each common share of Acquireco shall be converted into one common share of Amalco; (3) as consideration for the issuance of Northway Shares pursuant to the Amalgamation (as defined below), Amalco shall issue to Northway one common share of Amalco for each Northway Share issued; and (4) all Northway Shares held by Kenorland will be canceled without any repayment of capital; and (iv) Amalco will become a wholly owned subsidiary of Northway. The RTO and the transactions contemplated thereby will be subject to the approval of the TSXV and the receipt of certain regulatory approvals and closing conditions customary in transactions of such nature.

At the Closing Time, if the terms and conditions contained in this Agreement have been complied with to the satisfaction of the Lead Agent (on behalf of the Agents) or waived by the Lead Agent (on behalf of the Agents), among other things, the Agents will deliver the Net Proceeds (as defined below) to the Subscription Receipt Agent to be deposited and held in escrow by the Subscription Receipt Agent and shall be invested pursuant to the terms of the Subscription Receipt Agreement, until the earlier of: (i) satisfaction of the Escrow Release Conditions (as defined below) and the Escrow Release (as defined below), or (ii) the occurrence of a Termination Event (as defined below).

Pursuant to and in accordance with the Subscription Receipt Agreement, and provided the Escrow Release Conditions have been satisfied or waived prior to the Escrow Release Deadline (as defined below) and, upon receipt of proper notice thereof in accordance with the terms of the Subscription Receipt Agreement, the Subscription Receipt Agent shall immediately release and pay to Kenorland (the "**Escrow Release**") an amount equal to the Escrowed Funds (as defined below), less the remaining 50% of the Agents' Fee (as defined below), and any interest earned thereon, held by the Subscription Receipt Agent, and at such time, each Subscription Receipt will be converted and will entitle the holder thereof to receive, without payment of any additional consideration or further action on the part of the holder, and subject to adjustment (in certain circumstances), one-half of one (0.5) Kenorland Share, and each whole Kenorland Share will be subsequently automatically exchanged, without payment of any additional consideration or further action on the part of the holder, for two (2) Resulting Issuer Shares in connection with the Amalgamation.

If: (i) the Escrow Release Conditions are not satisfied prior to the Escrow Release Deadline, (ii) prior to the Escrow Release Deadline, the Amalgamation Agreement is terminated; or (iii) prior to the Escrow Release Deadline, Kenorland advises the Lead Agent or publicly announces that it does not intend to satisfy one or more of the Escrow Release Conditions (each such event being a "**Termination Event**" and the date upon which such event occurs, the "**Termination Date**"), then as soon as practicable following the Termination Event and in any event within three Business Days (as defined below) following the Termination Date, Kenorland shall deliver a notice to: (a) the Lead Agent (on behalf of the Agents), and (b) the Subscription Receipt Agent, following which the Subscription Receipt Agent is to return, in accordance with the terms of the Subscription Receipt Agreement, to each Subscription Receipt holder their respective aggregate Offering Price plus a *pro rata* portion of interest actually earned thereon, less applicable withholding taxes, if any, and the Subscription Receipts will be cancelled without any further action on the part of the holders thereof. Kenorland covenants to make up any shortfall in the Escrowed Funds (the "**Shortfall Amount**") so that Subscription Receiptholders receive a full refund of their aggregate Offering Price plus a *pro rata* share of interest actually earned thereon, less applicable withholding taxes, if any.

The Subscription Receipts will be offered to Purchasers (as defined below) resident in the Selling Jurisdictions (as defined below) within Canada by way of a private placement to "accredited investors" as such term is defined in NI 45-106 (as defined below). The Subscription Receipts may also be offered to in the United States to Purchasers who are Qualified Institutional Buyers (as defined below) or U.S. Accredited Investors (as defined below) in accordance with Schedule "A" attached hereto, which forms part of this agreement. The Subscription Receipts may be distributed in Selling Jurisdictions outside of Canada and the United States in such jurisdictions as Kenorland and the Lead Agent may agree, where they may be lawfully sold on a basis exempt from the prospectus, registration and similar requirements of any such jurisdiction.

In consideration of the Agents' services to be rendered in connection with the Offering, Kenorland agrees to pay the Agents' Fee and issue the Broker Warrants to the Agents on the Closing Date, all as more particularly set out in this Agreement.

Kenorland agrees that the Agents will be permitted to appoint, at their sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, in each case acceptable to Kenorland, acting reasonably, as its agents to assist with the Offering in the Selling Jurisdictions and that the Agents may determine the remuneration payable by the Agents to such other dealers appointed by them, provided that such remuneration shall not in any way increase the aggregate Agents' Fee payable to the Agents under this Agreement.

The terms and conditions of the Subscription Receipts are subject in all respects to the terms and conditions of the Subscription Receipt Agreement. In the event of a conflict between the provisions of this Agreement and the provisions of the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement shall prevail.

This offer is conditional upon and subject to the additional terms and conditions set forth below.

1. **Interpretation**

1.1 Unless expressly provided otherwise herein, where used in this Agreement or any schedule attached hereto, the following terms have the following meanings, respectively:

"**Acquireco**" means 1265114 B.C. Ltd., a wholly-owned subsidiary of Northway;

"**Action**" means any action, claim, demand, complaint, proceeding, investigation, suit, cause of action, assessment or reassessment, charge, judgment, order, writ, injunction, decree, debt, liability, expense, cost, damage or loss, contingent or otherwise, judicial, administrative or otherwise (including legal fees on a solicitor and his or her own client basis and other professional fees and all costs incurred in investigating or pursuing any of the foregoing or any proceeding);

"**Affiliates**" means affiliates of the Agents;

"**Agents**" has the meaning ascribed thereto on the face page of this Agreement;

"**Agents' Expenses**" has the meaning ascribed thereto in Section 14.1;

"**Agents' Fee**" has the meaning ascribed thereto in Section 16.1;

"**Agents' Option**" has the meaning ascribed thereto on the face page of this Agreement;

"**Agreement**" means the agreement resulting from the acceptance by Kenorland of the offer made by the Agents hereby;

"**Amalco**" means the corporation formed upon the Amalgamation;

"**Amalgamation**" means the amalgamation of Kenorland with Acquireco pursuant to the BCBCA and in accordance with the terms of the Amalgamation Agreement;

"**Amalgamation Agreement**" means the amalgamation agreement dated September 14, 2020 among Kenorland, Northway, and Acquireco pursuant to which, among other things, the Consolidation, the Name

Change, the RTO and Amalgamation shall be completed, which, for greater certainty, includes the disclosure letters of Northway and Kenorland signed and delivered concurrently therewith;

"**Applicable Anti-Money Laundering Laws**" has the meaning ascribed thereto in Section 8.1(kk);

"**Applicable Securities Laws**" means, as applicable, the securities Laws, regulations, rules, rulings and orders in each of the Selling Jurisdictions, and the applicable policy statements, notices, blanket rulings, orders and all other regulatory instruments of the Securities Regulators in each of the Selling Jurisdictions;

"**Broker Warrants**" has the meaning ascribed thereto in Section 16.2;

"**Broker Warrant Certificates**" means the definitive certificates representing the Broker Warrants issuable to the Agents in connection with the Offering;

"**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario or Vancouver, British Columbia are not open for business;

"**Canadian Securities Laws**" means, collectively, all Canadian Applicable Securities Laws;

"**Claim**" has the meaning ascribed thereto in Section 13.1;

"**Closing**" means the completion of the sale of the Subscription Receipts as contemplated by this Agreement and the Subscription Agreements;

"**Closing Date**" means November 4, 2020, or such other date as Kenorland and the Lead Agent, on behalf of the Agents, may mutually agree;

"**Closing Time**" means 10:00 a.m. (Toronto time) on the Closing Date, or such other time on the Closing Date as Kenorland and the Lead Agent, on behalf of the Agents, may mutually agree;

"**Companies**" means, collectively, Kenorland and Northway, and "**Company**" means any one of them;

"**Consolidation**" means the consolidation of the issued and outstanding Northway Shares on the basis of one (1) post-consolidation Northway Share for each seven (7) pre-consolidation Northway Shares in accordance with terms of the Amalgamation Agreement;

"**Contract**" means any contract, note, mortgage, indenture, non-governmental permit or license, franchise, lease or other contract, agreement, commitment or arrangement binding upon Northway or Kenorland, as the case may be;

"**COVID-19 Outbreak**" has the meaning ascribed thereto in Section 8.1(ii);

"**Disclosure Document**" means a filing statement or circular providing disclosure with respect to the Resulting Issuer in the form of TSXV Form 3D1/3D2 and filed or delivered in connection with the RTO and the transactions contemplated thereby;

"**Dissenting Shareholder**" means shareholders of Kenorland who duly and validly exercise their dissent rights under Section 237-247 BCBCA in connection with the Amalgamation and thereby become entitled to receive the fair value of their Kenorland Shares;

"**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

"**Engagement Letter**" means the engagement letter entered into between the Lead Agent and Kenorland dated September 25, 2020;

"**Environmental Law**" means any applicable Law relating to the environment including, but not limited to, those pertaining to (i) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or release, or the threat of the same, of Hazardous Substances, and (i) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety;

"**Escrow Release Conditions**" means, collectively:

(a) the receipt of all required corporate, shareholder and regulatory approvals in connection with the Offering, RTO and the TSXV Listing, including, without limitation, the conditional approval of the TSXV for the listing of the Resulting Issuer Shares (including the Resulting Issuer Shares exchanged for Kenorland Shares) and any relevant listing documents having been accepted for filing with the TSXV;

(b) the completion or the satisfaction of all conditions precedent to the RTO, substantially in accordance with the Amalgamation Agreement, to the satisfaction of the Lead Agent (on behalf of the Agents);

(c) delivery of legal opinion of counsel to Kenorland that the Resulting Issuer Shares issued in exchange for the Kenorland Shares will not be subject to a hold period under Applicable Securities Laws in the Canadian Selling Jurisdictions, other than in respect of control trades;

(d) delivery of a legal opinion of counsel to Northway in respect of title and mineral rights to the Healy Gold Project, to the satisfaction of the Lead Agent (on behalf of the Agents);

(e) delivery of a legal opinion of counsel to Kenorland in respect of title and mineral rights to the Frotet Gold Project, to the satisfaction of the Lead Agent (on behalf of the Agents); and

(f) Kenorland and the Lead Agent having delivered a joint notice to the Subscription Receipt Agent confirming that the conditions set forth in (a), (b), (c), (d), and (e) above have been met or waived.

As a condition precedent to the execution by the Lead Agent of the joint notice referred to in (f) above, the Chief Executive Officer and Chief Financial Officer of Kenorland (or such other officers as may be acceptable to the Lead Agent) shall certify to the Agents that the Escrow Release Conditions in (a) and (b) above have been satisfied.

"**Escrow Release**" has the meaning ascribed thereto on the face page of this Agreement;

"**Escrow Release Deadline**" means 5:00 p.m. (Toronto time) on December 31, 2020, or such other date as mutually determined by Kenorland and the Lead Agent (on behalf of the Agents);

"**Escrowed Funds**" means the Net Proceeds, together with any interest and other income earned thereon, which funds shall be held in escrow by the Subscription Receipt Agent;

"**Fairness Opinion**" means the fairness opinion of Stephen Semeniuk dated 11, 2020 to the effect that, as of the date of such opinion, the consideration in connection the RTO is fair from a financial point of view to Northway;

"**Governmental Entity**" means any (a) multinational, federal, provincial, territorial, 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, (b) subdivision, agent, commission, board or authority of any of the foregoing, or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing;

"**Gross Proceeds**" means the aggregate gross proceeds from the issuance and sale of the Subscription Receipts under the Offering;

"**Hazardous Substance**" means any substance or material that is prohibited, controlled or regulated by any Governmental Entity pursuant to Environmental Laws;

"**Healy Venture Agreement**" means the the venture agreement entered into between Northway and Newmont North America Exploration Limited dated July 31, 2018, as amended on May 10, 2019;

"**IFRS**" means International Financial Reporting Standards issued by the International Accounting Standards Board, namely, the standards, interpretations and the framework for the preparation and presentation of financial statements (in the absence of a standard or interpretation), as adopted in Canada by the Accounting Standards Board of the Chartered Professional Accountants of Canada, that are applicable to the circumstances as of the date of determination, consistently applied;

"**including**" means including without limitation (and "include" or "includes" have similar extended meanings);

"**Indemnified Parties**" has the meaning ascribed thereto in Section 13.1;

"**Investor Presentation**" means the confidential investor presentation of Kenorland dated October 2020;

"**Kenorland**" has the meaning ascribed thereto on the face page of this Agreement;

"**Kenorland Assets**" has the meaning ascribed thereto in Section 9.1(o)(i);

"**Kenorland Board**" means the board of directors of Kenorland;

"**Kenorland Financial Statements**" has the meaning ascribed thereto in Section 9.1(l);

"**Kenorland Properties**" means, collectively, the Chebistuan Project, the Chicobi Project, the Frotet Gold Project and the Tanacross Project and any other permit, claim, licence, lease, concession, tenement, mineral disposition, mineral lease or other form of title or tenure, or other right, whether contractual, statutory or otherwise, in which Kenorland holds any title or interest;

"**Kenorland Resolution**" means the special resolution of the shareholders of Kenorland approving the RTO, substantially in the form set forth as Schedule A to the Amalgamation Agreement;

"**Kenorland Shareholder Approval**" means approval of the shareholders of Kenorland in respect of the Kenorland Resolution;

"**Kenorland Share**" means common shares in the capital of Kenorland, and "**Kenorland Share**" means any one of them;

"**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, statutory body or self-regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity (or any other person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;

"**Lead Agent**" has the meaning ascribed thereto on the face page of this Agreement;

"**Material Adverse Effect**" means, with respect to an entity, any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: (i) the business, operations, results of operations or condition (financial or otherwise) of such entity; or (ii) the ability of such entity to consummate the transactions contemplated under the Offering or the RTO on a timely basis;

"**Material Contract**" means means all Contracts or other obligations or rights (and all amendments, modifications, side letters and supplements thereto to which Northway or Kenorland, as applicable, is a party, affecting the obligations of any party thereunder) to which Northway or Kenorland, as applicable, is a party or by which any of their respective properties or assets are bound that are material to the business, properties or assets of Northway, Kenorland, or the Resulting Issuer taken, as applicable, as a whole.

"**Material Subsidiaries**" means, in respect of Kenorland, 1118892 B.C. Ltd. and Kenorland Minerals USA Inc., and in respect of Northway, Acquireco, 1223437 B.C. Ltd., 1223615 B.C. Ltd, Northway Resources Alaska Corporation and Northway Napoleon Corporation;

"**misrepresentation**", "**material fact**", "**material change**", "**affiliate**", "**associate**", and "**distribution**" have the respective meanings ascribed thereto in the *Securities Act* (British Columbia);

"**Name Change**" means the expected name change of Northway to "*Kenorland Minerals Ltd.*", or such similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of Northway, as directed by Kenorland;

"**Net Proceeds**" means the Gross Proceeds less an amount equal to the sum of 50% of the Agents' Fee and the Agents' Expenses;

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators;

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators;

"**Northway**" means Northway Resources Corp.;

"**Northway Assets**" has the meaning ascribed thereto in Section 8.1(o)(i);

"**Northway Board**" means the board of directors of Northway;

"**Northway Financial Statements**" has the meaning ascribed thereto in Section 8.1(l);

"**Northway Properties**" means, collectively, the Healy Gold Project, the Napoleon Gold Project, and any other permit, claim, licence, lease, concession, tenement, mineral disposition, mineral lease or other form of title or tenure, or other right, whether contractual, statutory or otherwise, in which Northway holds any title or interest;

"**Northway Public Documents**" means the public documents filed by Northway on SEDAR under Northway's SEDAR profile;

"**Northway Resolution**" means the ordinary resolution of the shareholders of Northway approving the RTO; substantially in the form set forth in Schedule A to the Amalgamation Agreement;

"**Northway Shareholder Approval**" means the approval of the shareholders of Northway of the resolutions relating to the RTO;

"**Northway Shares**" means the common shares in the capital of Northway;

"**Offering**" has the meaning ascribed thereto on the face page of this Agreement;

"**Offering Documents**" means, collectively, this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Broker Warrant Certificates, and the Investor Presentation;

"**Offering Price**" has the meaning ascribed thereto on the face page of this Agreement;

"**person**" includes any individual, corporation, limited partnership, general partnership, joint stock company or association, joint venture association, company, trust, bank, trust company, land trust, investment trust, society or other entity, organization, syndicate, whether incorporated or not, trustee, executor or other legal personal representative, and governments and agencies and political subdivisions thereof;

"**President's List**" has the meaning ascribed thereto in Section 14.1;

"**Purchasers**" means the purchasers who purchase Subscription Receipts pursuant to the Subscription Agreements, and each such purchaser, a "**Purchaser**";

"**QIB**" or "**Qualified Institutional Buyer**" means a "Qualified Institutional Buyer" as such term is defined in Rule 144A(a)(1) under the U.S. Securities Act;

"**Resulting Issuer**" means Northway (proposed to be named "*Kenorland Minerals Ltd.*" following the Name Change) following completion of the RTO;

"**Resulting Issuer Shares**" means the Northway Shares following completion of the Consolidation and the RTO, including but not limited to those issued: (i) pursuant to the Share Exchange; and (ii) in exchange for the Kenorland Shares to be issued upon conversion of the Subscription Receipts; all pursuant to the terms of the Amalgamation Agreement and the Subscription Receipt Agreement, and "**Resulting Issuer Share**" means any one of them;

"**RTO**" means the reverse take-over and related transactions contemplated to be completed in accordance with the Amalgamation Agreement;

"**Securities Regulator**" means, in respect of any jurisdiction, the securities regulator or other securities regulatory authority of that jurisdiction;

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

"**Selling Firm**" means the Agents, together with such other duly qualified investment dealers and brokers that shall offer the Subscription Agreements for sale on a private placement basis, as permitted by Applicable Securities Laws and in accordance with the terms and conditions of this Agreement;

"**Selling Jurisdictions**" means, collectively, (i) all of the provinces and territories of Canada, (ii) the United States, and (iii) such other jurisdictions outside of Canada and the United States as mutually agreed between Kenorland and the Agents, provided that such sales are completed in such a manner so as not to require the filing of a prospectus, registration statement or offering memorandum or similar document and do not give rise to any disclosure obligations or submission to the jurisdiction in such jurisdictions on the part of Kenorland;

"Share Exchange" means the share exchange pursuant to which each shareholder of Kenorland will receive two (2) post-Consolidation common shares of Northway in exchange for each Kenorland Share previously held;

"**Shortfall Amount**" has the meaning ascribed thereto on the face page of this Agreement;

"**Stifel GMP**" has the meaning ascribed thereto on the face page of this Agreement;

"**Subscription Agreements**" means the subscription agreements for Subscription Receipts, in the forms agreed upon by Kenorland and the Agents, for the purchase and sale of the Subscription Receipts to Purchasers pursuant to the Offering as contemplated herein and shall include, for greater certainty, all schedules thereto;

"**Subscription Receipt Agent**" has the meaning ascribed thereto on the face page of this Agreement;

"**Subscription Receipt Agreement**" has the meaning ascribed thereto on the face page of this Agreement;

"**Subscription Receipts**" has the meaning ascribed thereto on the face page of this Agreement;

"**subsidiary**" has the meaning ascribed thereto in the *Business Corporations Act* (British Columbia);

"**Sumitomo Agreements**" means, collectively, the definitive agreements entered into by Kenorland with Sumitomo Metal Mining Canada Limited dated April 17, 2018 and February 15, 2019;

"**Tax Act**" means the *Income Tax Act* (Canada), as the same may be amended from time to time, and includes any regulations thereto;

"**Tax**" and "**Taxes**" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada Pension Plan contributions, excise, severance, social security, workers' compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

"**Tax Returns**" means all returns, schedules, elections, declarations, reports, information returns, notices, forms, statements and other documents made, prepared or filed with any taxing authority or required to be made, prepared or filed with any taxing authority relating to Taxes;

"**Term Sheet**" means the term sheet of Kenorland included in the Subscription Agreements in respect of the Offering;

"**Termination Date**" has the meaning ascribed thereto on the face page of this Agreement;

"**Termination Event**" has the meaning ascribed thereto on the face page of this Agreement;

"**Termination Notice**" means a written notice from Kenorland or Northway addressed to the Subscription Receipt Agent and the Lead Agent indicating that a Termination Event has occurred and directing the Subscription Receipt Agent to return all Escrowed Funds to the Subscription Receiptholders in accordance with the terms of the Subscription Receipt Agreement, as applicable;

"**Transaction Documents**" means, collectively, the Offering Documents and the Amalgamation Agreement;

"**TSXV**" means the TSX Venture Exchange Inc.;

"**TSXV Listing**" means listing on the TSXV of the Resulting Issuer Shares issuable on completion of the RTO;

"**TSXV Listing Approval**" means the conditional approval of the TSXV for the TSXV Listing;

"**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

"**U.S. Accredited Investor**" means an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act;

"**U.S. Affiliates**" has the meaning ascribed thereto in Section 2.2;

"**U.S. Person**" means a "U.S. person" as that term is defined in Rule 902 of Regulation S under the U.S. Securities Act;

"**U.S. Purchaser**" means (a) any Purchaser in the United States, (b) any person purchasing securities for the account or benefit of any person in the United States, (c) any person that receives or received an offer of the Subscription Receipts while in the United States (except persons excluded from the definition of U.S. person pursuant to Rule 902(k)(2)(vi) of Regulation S under the U.S. Securities Act or persons holding accounts excluded from the definition of U.S. person pursuant to Rule 902(k)(2)(i) of Regulation S under the U.S. Securities Act, solely in their capacities as holders of such accounts), and (d) any person that is in the United States at the time the Purchaser's buy order was made or such Subscription Agreement was executed or delivered (except persons excluded from the definition of "U.S. person" pursuant to Rule 902(k)(2)(vi) of Regulation S under the U.S. Securities Act or persons holding accounts excluded from the definition of U.S. person pursuant to Rule 902(k)(2)(i) of Regulation S under the U.S. Securities Act, solely in their capacities as holders of such accounts); and

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

1.2 **Division and Headings:** The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs and other subdivisions of this Agreement.

1.3 **Governing Law:** This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein and the parties hereto irrevocably accept and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

1.4 **Currency:** Except as otherwise indicated, all amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency.

1.5 **Schedules:** Schedule "A" – Compliance with United States Securities Laws, and Schedule "B" – Form of Lock-Up Agreement, Schedule "C" – Northway Disclosures, and Schedule "D" – Kenorland Disclosures, each as attached to this Agreement, are deemed to be a part of this Agreement and are hereby incorporated by reference herein.

2. **Nature of Transaction**

2.1 **Sale on Exempt Basis.** Upon and subject to the terms and conditions set forth herein, the Agents hereby agree to act, and upon acceptance hereof, Kenorland hereby appoints the Agents, as its exclusive agents, to offer for sale by way of private placement on a "best efforts" basis, without underwriter liability, the Subscription Receipts to be issued and sold pursuant to the Offering and the Agents agree that they will only solicit and arrange for purchasers of Subscription Receipts in the Selling Jurisdictions, in accordance with Applicable Securities Laws, and only to such Purchasers and in such a manner which will not trigger any obligation for any of the Companies to file a prospectus, a registration statement or other offering document with any Securities Regulator under Applicable Securities Laws or otherwise comply with any continuous disclosure or reporting obligation in any jurisdiction outside of Canada.

2.2 **United States Sales.** The parties to this Agreement acknowledge that the Subscription Receipts and Kenorland Shares deliverable upon conversion thereof, as well as the Resulting Issuer Shares, have not been and will not be registered under the U.S. Securities Act or applicable state securities Laws, and may not be offered, sold, pledged or otherwise transferred, directly or indirectly, in the United States except pursuant to exemptions from the registration requirements of the U.S. Securities Act and the applicable Laws of any applicable state of the United States. Accordingly, Kenorland, the Agents and their respective U.S. Affiliates (as defined below) agree that any offers or sales to U.S. Purchasers shall be conducted only in the manner specified in Schedule "A" of this Agreement. All actions to be undertaken by the Agents in the United States in connection with the matters contemplated herein shall be undertaken through a duly registered U.S. broker-dealer Affiliate in good standing with the Financial Industry Regulatory Authority, Inc. (the "**U.S. Affiliates**") or a U.S. registered broker-dealer that is a member of the selling group engaged in connection with such offer or sale.

2.3 **Filings.** Kenorland hereby agrees to comply with all Applicable Securities Laws on a timely basis in connection with the Offering and undertakes to file, or cause to be filed, within the periods stipulated under Applicable Securities Laws, all forms, documents or undertakings required to be filed by Kenorland in connection with the issue and sale of the Subscription Receipts so that the distribution of the Subscription Receipts may lawfully occur without the necessity of filing a prospectus, a registration statement or other offering document with any Securities Regulator in the Selling Jurisdictions, and the Agents agree to assist Kenorland in all reasonable respects to secure compliance with all regulatory requirements in connection with the Offering, including, for the avoidance of doubt, the filing of a Form D with the United States Securities and Exchange Commission within 15 days of the first sale of the Subscription Receipts to a U.S. Purchaser and any such related filings as may be required by applicable state securities Laws to secure exemption from registration under such securities Laws for the sale of the Subscription Receipts in such states. All fees payable in connection with such filings shall be paid by Kenorland.

2.4 **Solicitation of Orders.** Neither the Companies nor the Agents shall: (i) provide to prospective purchasers of the Subscription Receipts any document or other material that would constitute an offering memorandum or "future-oriented financial information" within the meaning of Applicable Securities Laws, other than the Investor Presentation; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Subscription Receipts, including but not limited to, causing the sale of the Subscription Receipts to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Subscription Receipts whose attendees have been invited by general solicitation or advertising.

3. **The RTO and Regulatory Filings**

3.1 The Companies, as applicable, shall use their commercially reasonable efforts to: (a) take all actions reasonably necessary or required to complete the RTO as soon as practicable and, in any event, on or before the Escrow Release Deadline, (b) take all actions reasonably necessary to ensure that the TSXV Listing Approval is obtained prior to the Escrow Release Deadline, and (c) prepare and, to the extent required, file all documents required by Securities Regulators in connection with the issuance and sale of the Subscription Receipts by Kenorland and the issuance of the Kenorland Shares and Resulting Issuer Shares upon the conversion of the Subscription Receipts, in each case, so as to permit and enable such securities to be lawfully distributed on a prospectus exempt basis in the Selling Jurisdictions in accordance with this Agreement and the Subscription Agreements. The Companies shall allow and assist the Agents and their counsel to participate fully in the preparation of, and to approve the form of all documentation required in respect of the Offering. The Companies will permit and provide the Agents and their counsel with a reasonable opportunity to review and provide comments on the Disclosure Document prepared in connection with the RTO (and the Companies shall accept all comments provided by the Lead Agent which the Companies consider reasonable).

4. **Representations as to the Investor Presentation and the Disclosure Document**

4.1 In carrying out its responsibilities, the Agents will necessarily rely on information prepared by or supplied by the Companies or their affiliates, including any of their respective officers, directors, employees, agents and other representatives. In this regard, the Agents will be entitled to rely on and assume no obligation to verify the accuracy or completeness of such information and under no circumstances will be liable for any damages arising out of the inaccuracy or incompleteness of such information. The Companies will bear sole responsibility for the accuracy and completeness of any disclosure document prepared in connection with the Offering or the RTO.

4.2 The delivery to Purchasers of the Investor Presentation and the filing of the Disclosure Document on SEDAR shall constitute a representation and warranty by each of the Companies that all respective information and statements contained in the Investor Presentation in respect of the Companies (and the Resulting Issuer) is true and correct in all material respects at the time of delivery or filing thereof, that the Investor Presentation and the Disclosure Document contain no misrepresentation, and that no material fact or information has been omitted therefrom which is necessary to make the statements or information contained therein in respect of the Companies (and the Resulting Issuer) not misleading in light of the circumstances under which they were made.

5. **Representations, Warranties and Covenants of the Agents**

5.1 Each Agent hereby severally, and neither jointly nor jointly and severally, represents, warrants and covenants to the Companies that (and will use its commercially reasonable efforts to cause any members of its selling groups to):

(a) it will conduct activities in connection with the sale and distribution of the Subscription Receipts in compliance with all Applicable Securities Laws and the provisions of this Agreement;

(b) it has not and will not, directly or indirectly, sell or solicit offers to purchase the Subscription Receipts or distribute or publish any offering circular, prospectus, form of application, advertisement or other offering materials (other than the Investor Presentation) in any country or jurisdiction so as to require registration of the Subscription Receipts or filing of a prospectus or similar document with respect thereto or compliance by the Companies with regulatory requirements (including any continuous disclosure obligations or similar reporting obligations) under the Applicable Securities Laws;

(c) it will obtain from each Purchaser an executed Subscription Agreement (including all certifications, forms, and other documentation contemplated thereby) and all other applicable forms, reports, undertakings and documentation required under Applicable Securities Laws or required by the Companies;

(d) it is duly registered pursuant to the provisions of the Applicable Securities Laws and is duly registered or licensed as an investment dealer in those jurisdictions in which it is required to be so registered in order to perform the services contemplated by this Agreement, or if or where not so registered or licensed, it will act only through members of a selling group who are so registered or licensed or, with respect to actions undertaken in the United States and/or with respect to U.S. Purchasers, through a U.S. Affiliate as described in Section 2.2.

6. **Covenants of the Companies**

6.1 Each of the Companies, individually and without liability for the other, hereby covenant to the Agents, the U.S. Affiliates and to the Purchasers, as applicable, and acknowledge that each of them is relying on such covenants in connection with the purchase of the Subscription Receipts and the completion of the Offering, as follows:

(a) Kenorland shall duly execute and deliver, at or prior to the Closing Time, the Subscription Agreements (subject to the applicable rights to accept or reject a subscription, in whole or in part), the Subscription Receipt Agreement and the certificates evidencing the Subscription Receipts (if any), and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by Kenorland;

(b) the Companies shall use their commercially reasonable efforts to fulfill, at or prior to the Closing Time, each of the conditions set out in Section 10;

(c) the Companies shall deliver to the Agents copies of all material correspondence and other written communications between the Companies and the TSXV, and between the Companies and the Securities Regulators, relating to the Offering and the RTO and will generally keep the Agents apprised of the progress and status of, including all favourable and materially adverse developments relating to the Offering or the RTO;

(d) Kenorland shall ensure that the Subscription Receipts shall be duly and validly created, authorized and issued on payment of the Offering Price therefor, and shall have attributes corresponding in all material respects to the description thereof set forth in the Term Sheet, this Agreement, the Subscription Agreements and the Subscription Receipt Agreement;

(e) prior to the completion of the Amalgamation, Kenorland shall have a sufficient number of Kenorland Shares authorized and allotted for issuance upon the full conversion of the Subscription Receipts and shall ensure that the Kenorland Shares, upon issuance, are duly and validly issued as fully paid and non-assessable common shares of Kenorland;

(f) Kenorland shall duly execute and deliver, at or prior to the Closing Time, the Broker Warrant Certificates and ensure that the Broker Warrants shall be duly and validly created, authorized and issued, and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Broker Warrant Certificates;

(g) prior to the completion of the RTO, Northway shall have a sufficient number of Resulting Issuer Shares authorized and allotted for issuance: (i) upon completion of the Share Exchange; (ii) in exchange for the Kenorland Shares to be issued upon the full conversion of the Subscription Receipts; (iii) upon full exercise of the Broker Warrants;

(h) Northway shall ensure that the Resulting Issuer Shares, upon issuance, are duly and validly issued as fully paid and non-assessable common shares of the Resulting Issuer, and shall have the attributes corresponding in all material respects to the description thereof set forth in the Term Sheet, this Agreement, the Subscription Agreements and the Subscription Receipt Agreement, the Broker Warrant Certificates, and the Amalgamation Agreement;

(i) Kenorland will comply in all material respects with the terms of the Subscription Receipt Agreement;

(j) the Companies shall not amend, modify, delete or waive any material provision of the Amalgamation Agreement without the prior written consent of the Lead Agent, such consent not to be unreasonably withheld or delayed;

(k) the Resulting Issuer shall use the net proceeds of the Offering on a basis consistent, in all material respects, with that described in the Investor Presentation and Disclosure Document;

(l) Kenorland shall retain the Subscription Receipt Agent or a substituted licensed trust company acceptable to the Lead Agent, acting reasonably, as subscription receipt agent in respect of the Subscription Receipts;

(m) the Companies, and following the completion of the RTO, the Resulting Issuer, shall not issue or sell any Resulting Issuer Shares or financial instruments convertible or exchangeable into Resulting Issuer Shares, other than: (i) for purposes of director or employee stock options or other security based compensation arrangements, and (ii) to satisfy existing instruments of the Companies already issued as of the date of the Engagement Letter or to be issued in connection with closing of the RTO, for a period of 120 days from the date of the Escrow Release, without the prior consent of the Lead Agent, on behalf of the Agents, such consent not to be unreasonably withheld;

(n) Kenorland shall use its commercially reasonable efforts to cause each of the directors and officers of the Resulting Issuer to execute and deliver lock-up agreements in the form of Schedule "B" attached to this Agreement at or prior to the Closing Time in accordance with Section 10.1(i);

(o) the Companies shall use their commercially reasonable efforts to ensure the TSXV Listing Approval is obtained prior to the Escrow Release Deadline;

(p) in the event of a Termination Event, Kenorland shall remit the Shortfall Amount, if any, to the Subscription Receipt Agent forthwith following provision of the Termination Notice in accordance with the terms of the Subscription Receipt Agreement;

(q) the Companies shall use their commercially reasonable efforts to have executed and delivered all such agreements and other instruments as are necessary to give effect to the RTO (including those in respect of Acquireco) as soon as reasonably possible following the Closing Date;

(r) the Companies shall use their commercially reasonable efforts to obtain all consents, including approvals, permits, authorizations or filings as may be required under applicable corporate Laws and Applicable Securities Laws or otherwise necessary for the execution and delivery of and the performance by the Companies of their obligations under the Transaction Documents, as applicable; and

(s) the Companies shall forthwith notify the Agents of any breach of any covenant the Transaction Documents by any party thereto, or upon it becoming aware that any representation or warranty of the Companies contained in the Transaction Documents is or has become untrue or inaccurate in any material respect.

7. Material Changes

7.1 During the period from the date hereof to the earlier to occur of: (i) the completion of the RTO, and (ii) the Escrow Release Deadline, the Agents will be kept fully informed of all material changes affecting the Companies and the Companies shall, upon becoming aware of same, promptly notify the Lead Agent (and, if requested by the Lead Agent, confirm such notification in writing) of:

(a) any material change (actual, anticipated, contemplated or threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Companies or their subsidiaries or affiliates, as the case may be, or on the market price or value of the Subscription Receipts or other securities of the Companies;

(b) any material fact which has arisen and would have been required to have been stated in the Investor Presentation or the Disclosure Document in respect of the Companies had the fact arisen on, or prior to, the date of such document or that could reasonably be expected to be relevant to potential Purchasers;

(c) other than in the ordinary course in connection with the RTO, any notice by any judicial or regulatory authority requesting any information, meeting or hearing relating to the Companies and their respective affairs, or the Offering or RTO; or

(d) any change in any material fact contained in the Investor Presentation or the Disclosure Document or any amendments or supplements thereto, in respect of the Companies which change is, or may be, of such a nature as to result in a misrepresentation in the Investor Presentation or the Disclosure Document or which would result in the Investor Presentation or the Disclosure Document, as the case may be, not complying (to the extent that such compliance is required) with Canadian Securities Laws.

During the period from the date hereof to the completion of the RTO, the Companies shall promptly, and in any event, within any applicable time limitation, comply with all applicable filing and other requirements under Canadian Securities Laws as a result of such change. The Companies shall in good faith discuss with the Agents any fact or change in circumstances (actual, anticipated, contemplated or threatened, and financial or otherwise) which is of such a nature that there is reasonable doubt as to whether notice need be given to the Agents pursuant to this Section 7. Unless advised otherwise, the Agents will be entitled to assume that there has been no material change in any information provided by the Companies and will be entitled to rely thereon.

8. **Representations and Warranties of Northway**

8.1 Northway hereby represents and warrants to the Agents, the U.S. Affiliates and the Purchasers, and acknowledges that each of them is relying on such representations and warranties in connection with the purchase of the Subscription Receipts and the completion of the Offering, as follows:

(a) *Organization.* Northway has been incorporated and validly exists under the Laws of British Columbia and is in good standing under applicable corporate Laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted. Northway is registered and licensed in British Columbia and is registered, licensed or otherwise qualified as a foreign corporation in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Northway.

(b) *Capitalization.* Northway is authorized to issue an unlimited number of Northway Shares and an unlimited number of preferred shares of which 41,386,000 Northway Shares and nil preferred shares are issued and outstanding, prior to giving effect to the RTO and the Consolidation. Other than as disclosed in Schedule C, as of the date hereof, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Northway to issue or sell any Northway Shares or any securities or obligations of any kind convertible into, or exercisable or exchangeable for, any Northway Shares. All outstanding Northway Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. As of the date hereof, there are no outstanding bonds, debentures or other evidences of indebtedness of Northway. There are no outstanding contractual obligations of Northway to repurchase, redeem or otherwise acquire any outstanding Northway Shares or with respect to the voting or disposition of any outstanding Northway Shares.

(c) *Subsidiaries.* Northway is the registered and beneficial owner of all of the issued and outstanding shares of Acquireco, 1223437 B.C. Ltd, which is the registered and beneficial owner of all of the issued and outstanding shares of Northway Resources Alaska Corporation, and of 1223615 B.C. Ltd., which is the registered and beneficial owner of all of the issued and outstanding shares of Northway Napoleon Corporation. Northway has no other subsidiaries and does not hold any shares or securities of any other entity and is not affiliated with, nor is it a holding corporation of, any other body corporate. Acquireco was formed solely for the purposes of effecting the Amalgamation and has never conducted any material business activities.

(d) *Authority and Conflict.* Northway has all necessary corporate power, authority and capacity to create and issue the Resulting Issuer Shares, including the Resulting Issuer Shares issuable upon exercise of the Broker Warrants, and enter into each of the Transaction Documents to which it is a party, and to perform its obligations hereunder and thereunder. The execution and delivery of each of the Transaction Documents to which Northway is a party and the completion by Northway of the transactions contemplated hereby and thereby, including the creation and issuance of the Resulting Issuer Shares, including the Resulting Issuer Shares issuable upon exercise of the Broker Warrants, has been authorized by the Northway Board, and subject to obtaining the Northway Shareholder Approval in the manner contemplated in the Amalgamation Agreement, and no other corporate proceedings on the part of Northway are necessary to authorize each of the Transaction Documents to which it is a party or the completion by Northway of the transactions contemplated hereby and thereby, other than the necessary filings required under the BCBCA. Each of the Transaction Documents to which Northway is a party have been executed and delivered by Northway and constitute a legal, valid and binding obligation of Northway, enforceable against Northway in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by Northway of each of the Transaction Documents to which Northway is a party and the completion by Northway of the transactions contemplated hereby and thereby, do not and will not:

(i) result in a violation, contravention or breach, constitute a default under, or entitle any third party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of: (A) the notice of articles and articles of Northway; (B) any applicable Law or rule or policy of the TSXV (except that the approval of the TSXV, which is required for the completion by Northway of the transactions contemplated hereby, will be applied for by Northway but has not been obtained as of the date hereof); or (C) any Contract to which Northway is a party or by which it is bound or is subject to or of which Northway is the beneficiary, in each case, which would, individually or in the aggregate, have a Material Adverse Effect on Northway;

(ii) cause any indebtedness owing by Northway to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a Material Adverse Effect on Northway;

(iii) result in the imposition of any Encumbrance upon any of the property or assets of Northway or give any person the right to acquire any of Northway's assets, or restrict, hinder, impair or limit the ability of Northway to conduct the business of Northway as and where it is now being conducted which would, individually or in the aggregate, have a Material Adverse Effect on Northway;

(iv) result in or accelerate the time for payment or vesting of, or increase the amount of, any severance, unemployment compensation, "golden parachute", change of control provision, bonus, termination payments, retention bonus or otherwise, becoming due to any director or officer of Northway or increase any benefits otherwise payable under any pension or benefits plan of Northway or result in the acceleration of the time of payment or vesting of any such benefits; or

(v) result in the revocation, suspension, cancellation, variation or non-renewal of any claims, concessions, licenses, leases or other instruments, conferring rights in respect of the Northway Assets.

(e) *Consents and Approvals.* No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained by Northway in connection with the execution and delivery of each of the Transaction Documents to which it is a party or the consummation by Northway of the transactions contemplated hereby and thereby other than:

(i) the Northway Shareholder Approval;

(ii) filings required under the BCBCA;

(iii) filings with and approvals required by the Securities Regulators; and

(iv) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on Northway.

(f) *Directors' Approvals.* The Northway Board has unanimously:

(i) determined that the RTO is in the best interests of Northway;

(ii) determined to recommend that the shareholders of Northway vote in favour of the Northway Resolution; and

(iii) authorized the entering into each of the Transaction Documents to which Northway is a party, and the performance of Northway's obligations hereunder and thereunder.

(g) *Material Contracts.* Each of the Material Contracts to which Northway is a party (including but not limited to the Healy Venture Agreement) constitutes a valid and legally binding obligation of Northway, as applicable, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws of general applicability relating to or affecting creditors' rights or by general equity principles).

(h) *Waivers and Consents.* There are no waivers, consents, notices or approvals required to complete the transactions contemplated under each of the Transaction Documents to which Northway is a party from other parties to the Material Contracts of Northway.

(i) *No Defaults.* Northway is not in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by Northway under, any Contract or other instrument that is material to the conduct of the business of Northway to which it is a party or by which it is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on Northway. No party to any Contract of Northway has given written notice to Northway of, or commenced an Action against Northway with respect to, any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on Northway.

(j) *Absence of Changes.* Except as disclosed in the Northway Public Documents, since March 31, 2020:

(i) Northway has conducted its business only in the ordinary and regular course of business consistent with past practice;

(ii) Northway has not incurred or suffered a Material Adverse Effect;

(iii) there has not been any acquisition or sale by Northway of any material property or assets thereof;

(iv) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by Northway of any debt for borrowed money, any creation or assumption by Northway of any Encumbrance, any making by Northway of any loan, advance or capital contribution to, or investment in, any other person, or any entering into, amendment of, relinquishment, termination or non-renewal by Northway of any Contract or other right or obligation that would, individually or in the aggregate, have a Material Adverse Effect on Northway;

(v) Northway has not declared or paid any dividends or made any other distribution in respect of any of the Northway Shares;

(vi) other than the proposed Consolidation, Northway has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Northway Shares;

(vii) other than in the ordinary and regular course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable by Northway to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay, or any increase or modification of any bonus, pension, insurance or benefit arrangement made to, for or with any of such directors, officers, employees or consultants;

(viii) Northway has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the Northway Financial Statements; and

(ix) Northway has not adopted or amended any collective bargaining agreement, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan or shareholder rights plan, other than the stock option plan pursuant to which the stock options of Northway have been issued.

(k) *Employment Agreements.* Northway:

(i) is not a party to any written or oral policy, agreement, obligation or understanding providing for retention bonuses, severance or termination payments to, or any employment or consulting agreement with, any director or officer of Northway that would be triggered by Northway's entering into any of the Transaction Documents to which it is a party or the completion of the RTO or the Offering;

(ii) has no employees or consultants whose employment or contract with Northway cannot be terminated by Northway in accordance with the provisions of such employment or consultant contract following the completion of the RTO;

(iii) is not a party to any collective bargaining agreement;

(iv) is not, to the knowledge of Northway, subject to any application for certification or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement; or

(v) is not subject to any current, or, to the knowledge of Northway, pending or threatened strike or lockout.

(l) *Financial Matters.* Each of the audited annual comparative financial statements of Northway for the years ended March 31, 2020 and 2019 and the interim financial statements of Northway for the three months ended June 30, 2020, and the respective notes thereto (collectively, the "**Northway Financial Statements**") were prepared in accordance with IFRS consistently applied, and fairly present in all material respects the financial condition of Northway at the respective dates indicated and the results of operations of Northway for the periods covered. Except as disclosed in the Northway Financial Statements, as of the date hereof, Northway does not have any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or production program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, or any related party transactions or off-balance sheet transactions not reflected in the Northway Financial Statements, except liabilities and obligations incurred in the ordinary and regular course of business (including the business of operating, developing, constructing and exploring the Northway Assets) since March 31, 2020, which liabilities or obligations would not reasonably be expected to have a Material Adverse Effect on Northway.

(m) *Auditors.* There has not been a reportable disagreement (within the meaning of Section of National Instrument 51-102 – *Continuous Disclosure Obligations*) with Northway's auditors.

(n) *Scientific and Technical Information.*

(i) The NI 43-101 Technical Report for the Healy Gold Project dated effective December 15, 2018 conforms in all material respects with the requirements of NI 43-101 at the time of filing thereof.

(ii) Northway made available to the authors of the NI 43-101 Technical Report for the Healy Gold Project, prior to the issuance thereof, for the purpose of preparing such report, all information requested by them, and none of such information contained any misrepresentation at the time such information was so provided.

(iii) Northway is in compliance in all material respects with the provisions of NI 43-101, has filed all technical reports required thereby, and there has been no material change of which Northway is aware that would, to the knowledge of Northway, disaffirm or materially change any aspect of any of the NI 43-101 Technical Report for the Healy Gold Project.

(o) *Interest in Properties.*

(i) Each of Northway and its subsidiaries are the sole legal and beneficial owners and have valid and sufficient right, ownership, title and interest, duly registered if applicable, free and clear of any title defect or lien: (i) to its mining or any other kind of concessions, claims, permits and all other rights or goods relating in any manner whatsoever to the interest in, or exploration, prospecting or exploitation for minerals on the Northway Properties and, in each case, as are necessary to perform the operation of its business as presently owned and conducted; (ii) to its real property interests including fee simple estate of and in real property, licences (from landowners and authorities permitting the use of land by Northway or any of its subsidiaries), leases, rights of way, occupancy rights, surface rights, mineral rights, mining concessions, easements and all other real property interests, and all its water rights, intellectual property, patents, movable goods, instruments, machinery and equipment as are necessary to perform the operation of its business as presently owned and conducted; and (iii) to, or is entitled to the benefits of, all of its properties and assets of any nature whatsoever and to all benefits including all the properties and assets reflected in the balance sheet forming part of the Northway Public Documents (collectively, the "**Northway Assets**"), together with all additions thereto, other than any as pertains to any rights or Actions, known or unknown, of any First Nations or other indigenous groups. The Northway Assets are not subject to any lien or defect in title of any kind except as is specifically identified in the balance sheets forming part of the Northway Financial Statements and in the notes thereto. Northway is not aware of any facts or circumstances which might limit, affect or prejudice its ownership rights over the Northway Assets.

(ii) All mining concessions, mining claims or mineral property in which Northway or any of its subsidiaries has an interest or right, including the Northway Assets, have been validly granted, acquired, located and recorded in the relevant registries in accordance with all Laws and are valid and subsisting. Northway's or its subsidiaries' mining concessions, claims, leases, licences or permits comply with all applicable Laws and are not subject to any nullity or voidance actions under any other applicable Laws and are not subject to any material fault or error that may result in any such concessions, claims, leases, licences or permits being determined to be void pursuant to applicable Laws or that may result in the lapse of the same. The mining concessions, claims, leases, licences or permits owned by Northway or its subsidiaries do not overlap with and are not overlapped by any third party rights or mining concessions or claims that may enable any such third party to explore or exploit any minerals in the same area or which may have preference in such regard over such concessions, claims, leases, licences or permits. No person other than Northway or its subsidiaries has any preferential right, option or interest in the above mentioned concessions, claims, leases, licences or permits or the production or profits therefrom or any royalty or stream in respect thereof, or any right, option or interest to explore, prospect or mine on the area of the same, or any right to acquire any such interest. Northway's or its subsidiaries' surface rights, access rights and other rights and interests relating to its mining concessions, claims, leases, licences or permits, grant Northway and its subsidiaries the right and ability to conduct its business as currently conducted as disclosed in the Northway Public Documents with only such exceptions as do not materially interfere with the use made by the Northway or its subsidiaries of the rights or interests so held, and each of the property interests or rights and each of the documents, agreements, instruments and obligations relating thereto and referred to above is currently in good standing in the name of the Northway or its subsidiaries and free and clear of all material encumbrances.

(iii) Northway and each of its subsidiaries has duly and timely satisfied all of the obligations required to be satisfied, performed and observed by it under, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by Northway or any subsidiary under any agreement pertaining to their respective Northway Assets or to their other respective assets or properties and each such lease, contract or other agreement is enforceable and in full force and effect.

(iv) (i) Northway and its subsidiaries have the exclusive right to deal with the Northway Assets; (ii) no person other than the Northway or its subsidiaries has any interest in the Northway Assets or any right to acquire or otherwise obtain any such interest; (iii) other than as set out in the Northway Public Documents there are no back-in rights, earn-in rights, rights of first refusal, off-take rights or obligations, royalty rights, streaming rights, or other rights of any nature whatsoever which would affect Northway's or its subsidiaries' interests in the Northway Assets, and no such rights are threatened; (iv) neither Northway nor any of its subsidiaries has received any notice, whether written or oral, from any Governmental Entity or any other person of any revocation or intention to revoke, diminish or challenge its interest in the Northway Assets; and (v) the Northway Assets are in good standing under and comply with all Laws and all work required to be performed has been performed and all taxes, fees, expenditures and all other payments in respect thereof have been paid or incurred and all filings in respect thereof have been, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by Northway under any of the tenures, licenses, leases, documents, instruments or any other agreement pertaining to the Northway Assets and to the knowledge of Northway, none of the counterparties to such leases, documents, instruments or any other agreements pertaining to the Northway Assets are in default thereunder except to the extent such that such defaults would not result in a Material Adverse Effect.

(v) There are no adverse Actions, claims, demands, actions, suits or proceedings that have been commenced or are pending or, to the knowledge of Northway, that are threatened, affecting or which would affect Northway's or any of the subsidiaries' right, title or interest in the Northway Assets or the ability of Northway or its subsidiaries to explore, prospect, exploit or develop the Northway Assets, including the title to or ownership of the foregoing, or which might involve the possibility of any judgement or liability affecting the Northway Assets.

(vi) None of the directors or officers of Northway holds any right, title or interest in, nor, to the knowledge of Northway, has taken any action to obtain, directly or indirectly, any right, title and interest in any of Northway Properties or in any permit, concession, claim or other right to explore for, prospect, exploit, develop, mine or produce minerals from or in any manner in relation to the Northway Properties and any other properties located within 20 kilometres of any of the Northway Properties.

(vii) Northway has provided Kenorland with access to full and complete copies of all exploration information and data within its possession or control including, without limitation, all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Northway Properties and Northway and its subsidiaries have the sole right, title and ownership of all such information, data, reports and studies.

(p) *Expropriation.* No property or asset of Northway has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced or, to the knowledge of Northway, is there any intent or proposal to give any such notice or commence any such proceeding.

(q) *Royalty Payments and Other Interests.* Except as disclosed in the Northway Public Documents, there are no landowner's royalties, overriding royalties, net profits interests or similar interests or any other rights or interests whatsoever of third parties by which Northway is bound on or in relation to the Northway Assets. To the knowledge of Northway, none of the Northway Assets are subject to forfeiture or reduction by reference to payout of or production penalty on any well or otherwise or, to change to an interest of any other size or nature by virtue of or through any right or interest granted by, through or under Northway, except to the extent that all such reductions or changes to an interest would not result in a Material Adverse Effect on Northway.

(r) *Environmental.*

(i) Northway is in compliance in all material respects with Environmental Laws;

(ii) Northway has operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;

(iii) there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes which have not been rectified or are in the process of being rectified on any of the real property owned or leased by Northway or under its control;

(iv) there have been no releases, deposits or discharges, in violation of Environmental Laws, of any hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by Northway;

(v) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business or assets of Northway;

(vi) Northway has not failed to report to the proper Governmental Entity the occurrence of any event which is required to be so reported by any Environmental Laws;

(vii) there is no Claim in progress, threatened against, or to the knowledge of Northway, pending, or relating to Northway, which may affect Northway or any of the properties or assets of Northway relating to or alleging any violation of Environmental Laws; and

(viii) Northway holds all licences, permits and approvals required under any Environmental Laws in connection with the operation of its business as presently conducted and the ownership and use of its assets, other than those which the failure to hold would not reasonably be expected to have a Material Adverse Effect on Northway, all such licenses, permits and approvals of Northway are in full force and effect, and except for (A) notifications and conditions of general application to assets of the type owned by Northway, and (B) notification relating to reclamation obligations under Environmental Laws, Northway has not, to the knowledge of Northway, received any notification pursuant to any Environmental Laws that any work, repairs, construction or capital expenditures are required to be made by it as a condition of continued compliance with Environmental Laws, or that any licence, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated, and neither Northway nor any of its assets is the subject of any investigation, evaluation, audit or review not in the ordinary and regular course of business by any Governmental Entity to determine whether any violation of Environmental Laws has occurred or is occurring, and Northway is not subject to any known environmental liabilities.

(s) *Insurance.* Northway maintains policies of insurance naming Northway as insured in amounts and in respect of such risks as are normal and usual for companies of a similar size and business and such policies are in full force and effect as of the date hereof and shall not be cancelled or otherwise terminated as a result of the RTO or the Offering.

(t) *Books and Records.* The corporate records and minute books of Northway have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on Northway. Financial books and records and accounts of Northway in all material respects:

(i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice;

(ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Northway; and

(iii) accurately and fairly reflect the basis for the Northway Financial Statements.

(u) *Litigation.* There is no Action pending or in progress or, to the knowledge of Northway, threatened against or relating to Northway, or affecting any of its properties or assets, before any Governmental Entity which, individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect on Northway, and Northway is not aware of any existing ground on which any such Action might be commenced with any reasonable likelihood of success.

(v) *Bankruptcy.* There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of Northway, threatened against or relating to Northway before any Governmental Entity. Neither Northway nor any of its properties or assets are subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict the right or ability of Northway to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the consummation of the RTO or the Offering, except to the extent any such matter would not, individually or in the aggregate, have a Material Adverse Effect on Northway.

(w) *Tax Matters.* Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Northway:

(i) Northway has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity, and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;

(ii) Northway has:

(A) duly and timely paid all Taxes due and payable by it including all property, production, severance and similar taxes and assessments based on, or measured by, the ownership of the mineral interests of Northway or the production of minerals from such interests of Northway, or the receipt of proceeds from them;

(B) duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it, and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws to be remitted by it; and

(C) duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it, and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it;

(iii) the charges, accruals and reserves for Taxes reflected on the Northway Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of

Northway, adequate under IFRS to cover Taxes with respect to Northway accruing through the date hereof;

(iv) there are no Actions now pending or, to the knowledge of Northway, threatened against Northway that propose to assess Taxes in addition to those reported in the Tax Returns; and

(v) no waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to Northway.

(x) *Pension and Employee Benefits.* Northway has complied, in all material respects, with all of the terms of any pension or other employee compensation and benefit obligations of Northway, including the provisions of any collective agreements, funding and investment contracts or obligations applicable thereto, arising under or relating to each of the pension or retirement income plans or other employee compensation or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon Northway other than such non-compliance that would not reasonably be expected to have a Material Adverse Effect on Northway.

(y) *Reporting Issuer Status.* Northway is a reporting issuer in good standing in the provinces of British Columbia, Alberta and Ontario. The Northway Shares are listed on the TSXV and Northway is in material compliance with the rules and regulations of the TSXV.

(z) *Reports.*

(i) To the knowledge of Northway, Northway has filed with the Securities Regulators a true and complete copy of all forms, reports, schedules, statements, certifications, material change reports and other documents required to be filed by it, including the Northway Public Documents.

(ii) Northway has not filed any confidential material change or other report or other document with any Securities Regulators which at the date hereof remains confidential.

(iii) Each of the Northway Public Documents, at the time filed or, if amended, as of the date of such amendment:

(A) did not contain any misrepresentation (as defined in the *Securities Act* (British Columbia)) and did not contain any untrue statement of any material fact or omit to state any material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and

(B) complied in all material respects with the requirements of applicable securities Laws and the rules, policies and instruments of all Securities Regulators, except where such non-compliance has not had, or would not reasonably be expected to have, a Material Adverse Effect on Northway.

(aa) *No Cease Trade*. Other than the trading halt imposed on the Northway Shares in connection with the execution of the Amalgamation Agreement as required under TSXV Policy 5.2, Northway is not subject to any cease trade or other order of any applicable Securities Regulator and, to the knowledge of Northway, no investigation or other proceedings involving Northway that may operate to prevent or restrict trading of any securities of Northway are currently in progress or pending before any applicable Securities Authority.

(bb) *Compliance with Laws.* Northway has complied with and is not in violation of any applicable Laws, other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on Northway.

(cc) *No Option on Assets.* No person has any agreement or option, or any right or privilege capable of becoming an agreement or option, for the purchase from Northway of any of the material assets of Northway.

(dd) *Certain Contracts.* Northway is not a party to or bound by any non-competition Contract or any other Contract, obligation, judgment, injunction, order or decree that purports to:

(i) limit the manner or the localities in which all or any material portion of the business of Northway are conducted;

(ii) limit any business practice of Northway in any material respect; or

(iii) restrict any acquisition or disposition of any property or assets by Northway in any material respect.

(ee) *No Broker's Commission.* Other than to the Agents or as otherwise contemplated by this Agreement, Northway has not entered into any Contract that would entitle any person to any valid claim against it for a broker's commission, finder's fee or any like payment in respect of the RTO or the Offering or any other matter contemplated by this Agreement.

(ff) *Restrictions on Business Activities.* There is no agreement, judgment, injunction, order or decree binding upon Northway that has, or would be reasonably expected to have, the effect of prohibiting, restricting or materially impairing any business practice of Northway, any acquisition of property by Northway, or the conduct of business by Northway as currently conducted or as proposed to be conducted following the RTO.

(gg) *Solvency of Northway*. Except as indicated in the going concern note of the independent auditors as set out in the Northway Financial Statements, there are reasonable grounds for believing that Northway is able to pay its liabilities as they become due and, at the effective time of the Amalgamation, will be able to pay its liabilities as they become due.

(hh) *Fairness Opinion.* The Northway Board has received the Fairness Opinion, which opinion, as of the date of this Agreement, has not been modified, amended, qualified or withdrawn. Northway has been authorized by Stephen Semeniuk to permit the inclusion of a copy of the Fairness Opinion in the information circular of Northway relating to the RTO.

(ii) *COVID-19.* Except as mandated by or in conformity with the recommendations of a Governmental Entity, which government mandates have not materially affected Northway or its subsidiaries, there has been no closure or suspension of the operations or workforce productivity of Northway or its subsidiaries as a result of the novel coronavirus disease outbreak (the "**COVID-19 Outbreak**"). Northway has been monitoring the COVID-19 Outbreak and the potential impact at all of its operations and has put appropriate control measures in place to ensure the wellness of all of its employees and surrounding communities where Northway and its subsidiaries operate while continuing to operate.

(jj) *Corruption.* None of Northway nor any director, officer, or, to the knowledge of Northway, agent, employee or other person acting on behalf of Northway has, in the course of its actions for, or on behalf of, Northway: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. *Foreign Corrupt Practices Act of 1977*, as amended or the *Corruption of Foreign Public Officials Act* (Canada); or (iv) made other unlawful payment to any foreign or domestic government official or employee.

(kk) *Anti-Money Laundering.* The operations of Northway are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable Governmental Entity (collectively, the "**Applicable Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Entity involving Northway with respect to Applicable Anti-Money Laundering Laws is pending or, to the knowledge of Northway, threatened.

(ll) *Forward-Looking Information.* All forward-looking information and statements of Northway contained in the Investor Presentation and that will be contained in the Disclosure Document and the assumptions underlying such information and statements, subject to any qualifications contained therein, are or will be reasonable in the circumstances as at the date on which such statements and assumptions were made.

(mm) *Market Data.* The market, industry and economic related data included in the Investor Presentation and any such information that will be included in the Disclosure Document are or will be derived from sources which Northway reasonably believes to be accurate, reasonable and reliable, and such data is or will be consistent with the sources from which it was derived.

(nn) *Due Diligence.* All documents and information delivered and provided by or on behalf of Northway to the Agents as a part of its due diligence in connection with the RTO and the Offering were complete and accurate in all material respects.

(oo) *Escrow Release Conditions.* To the knowledge of Northway, no event has occurred which is reasonably likely to prevent the Escrow Release Conditions from being satisfied on or before the Escrow Release Deadline.

9. Representations and Warranties of Kenorland

9.1 Kenorland hereby represents and warrants to the Agents, the U.S. Affiliates and the Purchasers, and acknowledges that each of them is relying on such representations and warranties in connection with the purchase of the Subscription Receipts and the completion of the Offering, as follows:

(a) *Organization.* Kenorland has been continued and validly exists under the Laws of British Columbia and is in good standing under applicable corporate Laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted. Kenorland is registered and licensed in British Columbia and registered, licensed or otherwise qualified in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Kenorland.

(b) *Capitalization.* As of the date hereof the authorized share capital of Kenorland consists of an unlimited number of Kenorland Shares and an unlimited number of Preferred shares, issuable in series, of which 15,209,001 Kenorland Shares and nil preferred shares are issued and outstanding, and as at the Escrow Release of which 20,209,001 Kenorland Shares and nil preferred shares are expected to be issued and outstanding. Other than as disclosed in Schedule D, as of the date hereof, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Kenorland to issue or sell any Kenorland Shares or any securities or obligations of any kind convertible into or exercisable or exchangeable for any Kenorland Shares. All outstanding Kenorland Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. As of the date hereof, there are no outstanding bonds, debentures or other evidences of indebtedness of Kenorland. There are no outstanding contractual obligations of Kenorland to repurchase, redeem or otherwise acquire any outstanding Kenorland Shares or with respect to the voting or disposition of any outstanding Kenorland Shares.

(c) *Subsidiaries.* Kenorland is the registered and beneficial owner of all of the issued and outstanding shares of 1118892 B.C. Ltd. and is the registered and beneficial owner of 5,000,000 Common Shares in the capital Kenorland Minerals Africa Ltd. (representing a 50% interest in the share capital of Kenorland Minerals Africa Ltd.). 1118892 B.C. Ltd. is the registered and beneficial owner of all of the issued and outstanding shares of Kenorland Minerals USA Inc. Kenorland has no other subsidiaries and does not hold any shares or securities of any other entity and is not affiliated with, nor is it a holding corporation of, any other body corporate.

(d) *Authority and Conflict.* Kenorland has all necessary corporate power, authority and capacity to create and issue the Subscription Receipts and Kenorland Shares upon conversion thereof, and the Broker Warrants, and enter into each of the Transaction Documents to which it is a party, and to perform its obligations hereunder and thereunder. The execution and delivery of each of the Transaction Documents to which Kenorland is a party and the completion by Kenorland of the transactions contemplated hereby and thereby, including the creation and issuance of the Subscription Receipts and Kenorland Shares upon conversion thereof, and the Broker Warrants, has been authorized by the Kenorland Board, and subject to obtaining the Kenorland

Shareholder Approval in the manner contemplated in the Amalgamation Agreement, and no other corporate proceedings on the part of Kenorland are necessary to authorize each of the Transaction Documents to which it is a party or the completion by Kenorland of the transactions contemplated hereby and thereby, other than the necessary filings required under the BCBCA. Each of the Transaction Documents to which Kenorland is a party have been executed and delivered by Kenorland and constitute a legal, valid and binding obligation of Kenorland, enforceable against Kenorland in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by Kenorland of each of the Transaction Documents to which Kenorland is a party and the completion by Kenorland of the transactions contemplated hereby and thereby, do not and will not:

(i) result in a violation, contravention or breach, constitute a default under, or entitle any third party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of: (A) the notice of articles and articles of Kenorland; (B) any applicable Law or rule or policy of the TSXV (except that the approval of the TSXV, which is required for the completion by Kenorland of the transactions contemplated hereby, will be applied for by Kenorland but has not been obtained as of the date hereof); or (C) any Contract to which Kenorland is a party or by which it is bound or is subject to or of which Kenorland is the beneficiary, in each case, which would, individually or in the aggregate, have a Material Adverse Effect on Kenorland;

(ii) cause any indebtedness owing by Kenorland to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a Material Adverse Effect on Kenorland;

(iii) result in the imposition of any Encumbrance upon any of the property or assets of Kenorland or give any person the right to acquire any of Kenorland's assets, or restrict, hinder, impair or limit the ability of Kenorland to conduct the business of Kenorland as and where it is now being conducted which would, individually or in the aggregate, have a Material Adverse Effect on Kenorland;

(iv) result in or accelerate the time for payment or vesting of, or increase the amount of, any severance, unemployment compensation, "golden parachute", change of control provision, bonus, termination payments, retention bonus or otherwise, becoming due to any director or officer of Kenorland or increase any benefits otherwise payable under any pension or benefits plan of Kenorland or result in the acceleration of the time of payment or vesting of any such benefits; or

(v) result in the revocation, suspension, cancellation, variation or non-renewal of any claims, concessions, licenses, leases or other instruments, conferring rights in respect of the Kenorland Assets.

(e) *Consents and Approvals.* No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained by Kenorland in connection with the execution and delivery of each of the

Transaction Documents to which it is a party or the consummation by Kenorland of the transactions contemplated hereby and thereby other than:

(i) the Kenorland Shareholder Approval;

(ii) filings required under the BCBCA;

(iii) filings with and approvals required by the Securities Regulators; and

(iv) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on Kenorland.

(f) *Directors' Approvals.* The Kenorland Board has unanimously:

(i) determined that the RTO and the Offering is in the best interests of Kenorland;

(ii) determined to recommend that the Kenorland Shareholders vote in favour of the Kenorland Resolution; and

(iii) authorized the entering into each of the Transaction Documents to which Kenorland is a party, and the performance of Kenorland's obligations hereunder and thereunder.

(g) *Material Contracts.* Each of the Material Contracts to which Kenorland is a party (including but not limited to the Sumitomo Agreements) constitutes a valid and legally binding obligation of Kenorland enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles).

(h) *Waivers and Consents.* There are no waivers, consents, notices or approvals required to complete the transactions contemplated under each of the Transaction Documents to which Kenorland is a party from other parties to the Material Contracts of Kenorland.

(i) *No Defaults.* Kenorland is not in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by Kenorland under, any Contract or other instrument that is material to the conduct of the business of Kenorland to which it is a party or by which it is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on Kenorland. No party to any Contract of Kenorland has given written notice to Kenorland of, or, to the knowledge of Kenorland, commenced an Action against Kenorland with respect to, any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on Kenorland.

(j) *Absence of Changes.* Since December 31, 2019:

(i) Kenorland has conducted its business only in the ordinary and regular course of business consistent with past practice;

(ii) Kenorland has not incurred or suffered a Material Adverse Effect;

(iii) there has not been any acquisition or sale by Kenorland of any material property or assets thereof;

(iv) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by Kenorland of any debt for borrowed money, any creation or assumption by Kenorland of any Encumbrance, any making by Kenorland of any loan, advance or capital contribution to, or investment in, any other person, or any entering into, amendment of, relinquishment, termination or non-renewal by Kenorland of any Contract or other right or obligation that would, individually or in the aggregate, have a Material Adverse Effect on Kenorland;

(v) Kenorland has not declared or paid any dividends or made any other distribution in respect of any of the Kenorland Shares;

(vi) Kenorland has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Kenorland Shares;

(vii) other than in the ordinary and regular course of business consistent with past practice, there has not been any material increase in or modification of the compensation payable by Kenorland to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay, or any increase or modification of any bonus, pension, insurance or benefit arrangement made to, for or with any of such directors, officers, employees or consultants;

(viii) Kenorland has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the Kenorland Financial Statements; and

(ix) Kenorland has not adopted or amended any collective bargaining agreement, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan or shareholder rights plan.

(k) *Employment Agreements.* Kenorland:

(i) is not a party to any written or oral policy, agreement, obligation or understanding providing for retention bonuses, severance or termination payments to, or any employment or consulting agreement with, any director or officer of Kenorland that would be triggered by Kenorland's entering into any of the Transaction Documents to which it is a party or the completion of the RTO or the Offering;

(ii) has no employees or consultants whose employment or contract with Kenorland cannot be terminated by Kenorland in accordance with the provisions of such employment or consultant contract following the completion of the RTO;

(iii) is not a party to any collective bargaining agreement;

(iv) is not, to the knowledge of Kenorland, subject to any application for certification or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement; or

(v) is not subject to any current, or, to the knowledge of Kenorland, pending or threatened strike or lockout.

(l) *Financial Matters.* The audited consolidated financial statements of Kenorland for the years ended December 31, 2019 and 2018 and the respective notes thereto (collectively, the "**Kenorland Financial Statements**") were prepared in accordance with IFRS consistently applied, and fairly present in all material respects the consolidated financial condition of Kenorland at the respective dates indicated and the results of operations of Kenorland for the periods covered on a consolidated basis. Except as disclosed in the Kenorland Financial Statements, as of the date hereof, Kenorland does not have any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, or any related party transactions or off-balance sheet transactions not reflected in the Kenorland Financial Statements, except liabilities and obligations incurred in the ordinary and regular course of business since December 31, 2019, which liabilities or obligations would not reasonably be expected to have a Material Adverse Effect on Kenorland.

(m) *Auditors.* There has not been a reportable disagreement (within the meaning of Section of National Instrument 51-102 – *Continuous Disclosure Obligations*) with Kenorland's auditors.

(n) *Scientific and Technical Information.*

(i) The NI 43-101 Technical Reports for each of the Frotet Gold Project and the Tanacross Project conform in all material respects with the requirements of NI 43-101 at the time of filing thereof.

(ii) Kenorland made available to the authors of the NI 43-101 Technical Reports for the Frotet Gold Project and the Tanacross Project, prior to the issuance thereof, for the purpose of preparing such reports, all information requested by them, and none of such information contained any misrepresentation at the time such information was so provided.

(iii) Kenorland is in compliance in all material respects with the provisions of NI 43-101, has filed or will file all technical reports required thereby, and there has been no material change of which Kenorland is aware that would, to the knowledge of Kenorland, disaffirm or materially change any aspect of any of the NI 43-101 Technical Reports for the Frotet Gold Project or the Tanacross Project.

(o) *Interest in Properties.*

(i) Kenorland is the sole legal and beneficial owners, and has valid and sufficient right, ownership, title and interest, duly registered if applicable, free and clear of any title defect or lien: (i) to its mining or any other kind of concessions, claims, permits and all other rights or goods relating in any manner whatsoever to the interest in, or exploration, prospecting or exploitation for minerals on the Kenorland Properties and, in each case, as are necessary to perform the operation of its business as presently owned and conducted; (ii) to its real property interests including fee simple estate of and in real property, licences (from landowners and authorities permitting the use of land by Kenorland), leases, rights of way, occupancy rights, surface rights, mineral rights, mining concessions, easements and all other real property interests, and all its water rights, intellectual property, patents, movable goods, instruments, machinery and equipment as are necessary to perform the operation of its business as presently owned and conducted; and (iii) to, or is entitled to the benefits of, all of its properties and assets of any nature whatsoever and to all benefits including all the properties and assets reflected in the balance sheet forming part of the Kenorland Financial Statements (collectively, the "**Kenorland Assets**"), together with all additions thereto. The Kenorland Assets are not subject to any lien or defect in title of any kind except as is specifically identified in the balance sheets forming part of the Kenorland Financial Statements and in the notes thereto. Kenorland is not aware of any facts or circumstances which might limit, affect or prejudice its ownership rights over the Kenorland Assets.

(ii) All mining concessions, mining claims or mineral property in which Kenorland has an interest or right, including the Kenorland Assets, have been validly granted, acquired, located and recorded in the relevant registries in accordance with all Laws and are valid and subsisting. Kenorland's mining concessions, claims, leases, licences or permits comply with all applicable Laws and are not subject to any nullity or voidance actions under any other applicable Laws and are not subject to any material fault or error that may result in any such concessions, claims, leases, licences or permits being determined to be void pursuant to applicable Laws or that may result in the lapse of the same. The mining concessions, claims, leases, licences or permits owned by Kenorland do not overlap with and are not overlapped by any third party rights or mining concessions or claims that may enable any such third party to explore or exploit any minerals in the same area or which may have preference in such regard over such concessions, claims, leases, licences or permits. No person other than Kenorland has any preferential right, option or interest in the above mentioned concessions, claims, leases, licences or permits, or any right, option or interest to explore, prospect or mine on the area of the same, or any right to acquire any such interest. Kenorland's surface rights, access rights and other rights and interests relating to its mining concessions, claims, leases, licences or permits, grant Kenorland the right and ability to conduct its business as currently conducted as disclosed in the Kenorland Financial Statements with only such exceptions as do not materially interfere with Kenorland's use of the rights or interests so held, and each of the property interests or rights and each of the documents, agreements, instruments and obligations relating thereto and referred to above is currently in good standing in the name of the Kenorland and free and clear of all material encumbrances.

(iii) Kenorland has duly and timely satisfied all of the obligations required to be satisfied, performed and observed by it under, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by Kenorland under any agreement pertaining to their respective Kenorland Assets or to their other respective assets or properties and each such lease, contract or other agreement is enforceable and in full force and effect.

(iv) (i) Kenorland has the exclusive right to deal with the Kenorland Assets; (ii) no person or entity of any nature whatsoever other than the Kenorland has any interest in the Kenorland Assets or any right to acquire or otherwise obtain any such interest; (iii) other than as set out in the Kenorland Financial Statements there are no back-in rights, earn-in rights, rights of first refusal, off-take rights or obligations, royalty rights, streaming rights, or other rights of any nature whatsoever which would affect Kenorland's interests in the Kenorland Assets, and no such rights are threatened; (iv) Kenorland has not received any notice, whether written or oral, from any Governmental Entity or any other person of any revocation or intention to revoke, diminish or challenge its interest in the Kenorland Assets; and (v) the Kenorland Assets are in good standing under and comply with all Laws and all work required to be performed has been performed and all taxes, fees, expenditures and all other payments in respect thereof have been paid or incurred and all filings in respect thereof have been, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by Kenorland under any of the tenures, licenses, leases, documents, instruments or any other agreement pertaining to the Kenorland Assets and to the knowledge of Kenorland, none of the counterparties to such leases, documents, instruments or any other agreements pertaining to the Kenorland Assets are in default thereunder except to the extent such that such defaults would not result in a Material Adverse Effect.

(v) There are no adverse claims, demands, actions, suits or proceedings that have been commenced or are pending or, to the knowledge of Kenorland that are threatened, affecting or which would affect Kenorland's right, title or interest in the Kenorland Assets or the ability of Kenorland to explore, prospect, exploit or develop the Kenorland Assets, including the title to or ownership of the foregoing, or which might involve the possibility of any judgement or liability affecting the Kenorland Assets.

(vi) None of the directors or officers of Kenorland holds any right, title or interest in, nor, to the knowledge of Kenorland, has taken any action to obtain, directly or indirectly, any right, title and interest in any of Kenorland Properties or in any permit, concession, claim or other right to explore for, prospect, exploit, develop, mine or produce minerals from or in any manner in relation to the Kenorland Properties and any other properties located within 20 kilometres of any of the Kenorland Properties.

(vii) Kenorland has provided Northway with access to full and complete copies of all exploration information and data within its possession or control including, without limitation, all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Kenorland Properties and Kenorland has the sole right, title and ownership of all such information, data, reports and studies.

(p) *Expropriation.* No property or asset of Kenorland has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced or, to the knowledge of Kenorland, is there any intent or proposal to give any such notice or commence any such proceeding.

(q) *Royalty Payments and Other Interests.* Other than as disclosed in Schedule D, there are no landowner's royalties, overriding royalties, net profits interests or similar interests or any other rights or interests whatsoever of third parties by which Kenorland is bound on or in relation to the Kenorland Assets. To the knowledge of Kenorland, none of the Kenorland Assets are subject to forfeiture or reduction by reference to payout of or production penalty on any well or otherwise or, to change to an interest of any other size or nature by virtue of or through any right or interest granted by, through or under Kenorland, except to the extent that all such reductions or changes to an interest would not result in a Material Adverse Effect on Kenorland.

(r) *Environmental.*

(i) Kenorland is in compliance in all material respects with Environmental Laws;

(ii) Kenorland has operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;

(iii) there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes which have not been rectified or are in the process of being rectified on any of the real property owned or leased by Kenorland or under its control;

(iv) there have been no releases, deposits or discharges, in violation of Environmental Laws, of any hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by Kenorland;

(v) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business or assets of Kenorland;

(vi) Kenorland has not failed to report to the proper Governmental Entity the occurrence of any event which is required to be so reported by any Environmental Laws;

(vii) there is no Claim in progress, threatened against, or to the knowledge of Kenorland, pending, or relating to Kenorland, which may affect Kenorland or any of the properties or assets of Kenorland relating to or alleging any violation of Environmental Laws; and

(viii) Kenorland holds all licences, permits and approvals required under any Environmental Laws in connection with the operation of its business as presently conducted and the ownership and use of its assets, other than those which the failure to hold would not reasonably be expected to have a Material Adverse Effect on Kenorland, all such licenses, permits and approvals of Kenorland are in full force and effect, and except for (A) notifications and conditions of general application to assets of the type owned by Kenorland, and (B) notification relating to reclamation obligations under Environmental Laws, Kenorland has not, to the knowledge of Kenorland, received any notification pursuant to any Environmental Laws that any work, repairs, construction or capital expenditures are required to be made by it as a condition of continued compliance with Environmental Laws, or that any licence, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated, and neither Kenorland nor any of its assets is the subject of any investigation, evaluation, audit or review not in the ordinary and regular course of business by any Governmental Entity to determine whether any violation of Environmental Laws has occurred or is occurring, and Kenorland is not subject to any known environmental liabilities.

(s) *Insurance.* Kenorland maintains policies of insurance naming Kenorland as insured in amounts and in respect of such risks as are normal and usual for companies of a similar size and business and such policies are in full force and effect as of the date hereof and shall not be cancelled or otherwise terminated as a result of the RTO or the Offering.

(t) *Books and Records.* The corporate records and minute books of Kenorland have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on Kenorland. Financial books and records and accounts of Kenorland, in all material respects:

(i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice;

(ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Kenorland; and

(iii) accurately and fairly reflect the basis for the Kenorland Financial Statements.

(u) *Litigation.* There is no Action pending or in progress or, to the knowledge of Kenorland, threatened against or relating to Kenorland or affecting any of its properties or assets before any Governmental Entity which, individually or in the aggregate, has, or would reasonably be expected to have, a Material Adverse Effect on Kenorland, and Kenorland is not aware of any existing ground on which any such Action might be commenced with any reasonable likelihood of success.

(v) *Bankruptcy.* There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of Kenorland, threatened against or relating to Kenorland before any Governmental Entity. Neither Kenorland nor any of its properties or assets are subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict, the right or ability of Kenorland to conduct their respective business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the consummation of the RTO or the Offering, except to the extent any such matter would not, individually or in the aggregate, have a Material Adverse Effect on Kenorland.

(w) *Tax Matters.* Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Kenorland:

(i) Kenorland has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;

(ii) Kenorland has:

(A) duly and timely paid all Taxes due and payable by it including all property, production, severance and similar taxes and assessments based on, or measured by, the ownership of the mineral interests of Kenorland or the production of minerals from such interests of Kenorland, or the receipt of proceeds from them;

(B) duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws to be remitted by it; and

(C) duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it;

(iii) the charges, accruals and reserves for Taxes reflected on the Kenorland Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of Kenorland, adequate under IFRS to cover Taxes with respect to Kenorland accruing through the date hereof;

(iv) there are no Claims now pending or, to the knowledge of Kenorland, threatened against Kenorland that propose to assess Taxes in addition to those reported in the Tax Returns; and

(v) no waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to Kenorland.

(x) *Pension and Employee Benefits.* Kenorland has complied, in all material respects, with all of the terms of the pension and other employee compensation and benefit obligations of Kenorland including the provisions of any collective agreements, funding and investment contracts or obligations applicable thereto, arising under or relating to each of the pension or retirement income plans or other employee compensation or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon Kenorland, other than such non-compliance that would not reasonably be expected to have a Material Adverse Effect on Kenorland.

(y) *Compliance with Laws.* Kenorland has complied with, and is not in violation of, any applicable Laws other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on Kenorland.

(z) *No Option on Assets*. No person has any agreement or option, or any right or privilege capable of becoming an agreement or option, for the purchase from Kenorland of any of the material assets of Kenorland.

(aa) *Private Issuer*. Kenorland is not a reporting issuer in any jurisdiction in Canada and there is no published market in respect of the Subscription Receipts or Kenorland Shares.

(bb) *Certain Contracts*. Kenorland is not a party to or bound by any non-competition Contract or any other Contract, obligation, judgment, injunction, order or decree that purports to:

(i) limit the manner or the localities in which all or any material portion of the business of Kenorland is conducted;

(ii) limit any business practice of Kenorland in any material respect; or

(iii) restrict any acquisition or disposition of any property by Kenorland in any material respect.

(cc) *No Broker's Commission.* Other than to the Agents or as otherwise contemplated by this Agreement, Kenorland has not entered into any Contract that would entitle any person to any valid claim against Kenorland for a broker's commission, finder's fee or any like payment in respect of the RTO or the Offering or any other matter contemplated by this Agreement.

(dd) *Restrictions on Business Activities.* There is no agreement, judgment, injunction, order or decree binding upon Kenorland or that has or would be reasonably expected to have the effect of prohibiting, restricting or materially impairing any business practice of Kenorland, any acquisition of property by Kenorland, or the conduct of business by Kenorland as currently conducted or as proposed to be conducted following the RTO.

(ee) *Solvency of Kenorland.* There are reasonable grounds for believing that Kenorland is able to pay its liabilities as they become due and, at the effective time of the Amalgamation, will be able to pay its liabilities as they become due.

(ff) *COVID-19.* Except as mandated by or in conformity with the recommendations of a Governmental Entity, which government mandates have not materially affected Kenorland or its subsidiaries, there has been no closure or suspension of the operations or workforce productivity of Kenorland or its subsidiaries as a result of the COVID-19 Outbreak. Kenorland has been monitoring the COVID-19 Outbreak and the potential impact at all of its operations and has put appropriate control measures in place to ensure the wellness of all of its employees and surrounding communities where Kenorland and its subsidiaries operate while continuing to operate.

(gg) *Corruption.* None of Kenorland nor any director, officer, or, to the knowledge of Kenorland, agent, employee or other person acting on behalf of Kenorland has, in the course of its actions for, or on behalf of, Kenorland: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. *Foreign Corrupt Practices Act of 1977*, as amended or the *Corruption of Foreign Public Officials Act* (Canada); or (iv) made other unlawful payment to any foreign or domestic government official or employee.

(hh) *Anti-Money Laundering.* The operations of Kenorland are and have been conducted at all times in compliance with the Applicable Anti-Money Laundering Laws and no action, suit or proceeding by or before any Governmental Entity involving Kenorland with respect to Applicable Anti-Money Laundering Laws is pending or, to the knowledge of Kenorland, threatened.

(ii) *Forward-Looking Information.* All forward-looking information and statements of Kenorland contained in the Investor Presentation and that will be contained in the Disclosure Document and the assumptions underlying such information and statements, subject to any qualifications contained therein, are or will be reasonable in the circumstances as at the date on which such statements and assumptions were made.

(jj) *Market Data.* The market, industry and economic related data included in the Investor Presentation and any such information that will be included in the Disclosure Document are or will be derived from sources which Kenorland reasonably believes to be accurate, reasonable and reliable, and such data is or will be consistent with the sources from which it was derived.

(kk) *Due Diligence.* All documents and information delivered and provided by or on behalf of Kenorland to the Agents as a part of its due diligence in connection with the RTO and the Offering were complete and accurate in all material respects.

(ll) *Escrow Release Conditions.* To the knowledge of Kenorland, no event has occurred which is reasonably likely to prevent the Escrow Release Conditions from being satisfied on or before the Escrow Release Deadline.

10. Conditions to Closing

10.1 The following are conditions to the completion of the Agents' obligations as contemplated in this Agreement, which conditions shall have been fulfilled by the Companies, as applicable, on or prior to the Closing Time, other than as may be waived in writing in whole or in part by the Lead Agent, on behalf of the Agents:

(a) the respective board of directors of each of the Companies will have authorized and approved the Transaction Documents and the Offering and all matters relating to the foregoing;

(b) the Agents shall have received a certificate from each of the Companies dated the Closing Date, signed by the Chief Executive Officer of each of the Companies or such other senior officer of each of the Companies, respectively, as may be acceptable to the Agents, acting reasonably, addressed to the Agents, with respect to: (i) the constating documents of the respective Company, (ii) all resolutions of the board of directors of the respective Company relating to the Transaction Documents and the Offering and the transactions contemplated hereby and thereby, and (iii) the incumbency and specimen signatures of signing officers of the respective Company, in the form of a certificate of incumbency, and such further certificates and other documentation as may be contemplated in this Agreement or as the Agents may reasonably require;

(c) the Agents shall have received a certificate from each of the Companies dated the Closing Date, signed by the Chief Executive Officer of each of the Companies, respectively, or such other senior officer of each of the Companies, respectively, as may be acceptable to the Agents, acting reasonably, addressed to the Agents, acting reasonably, addressed to the Agents, in form and content satisfactory to the Lead Agent, on behalf of the Agents, acting reasonably, certifying that:

(i) no order, ruling or determination having the effect of suspending the sale of the Subscription Receipts or any securities of the respective Company (including the Kenorland Shares and Resulting Issuer Shares) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officer, contemplated or threatened by any regulatory authority;

(ii) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the respective Company, on a consolidated basis, since its date of incorporation to the date of this Agreement which has not been disclosed to the Agents;

(iii) no default or event exists and is then continuing under any of the Transaction Documents to which the respective Company is a party and no event exists that, but for the giving of notice, lapse of time, or both, or but for the satisfaction of any other condition after that event, would constitute a default or event of default under any of the Transaction Documents to which the respective Company is a party;

(iv) the representations and warranties of the respective Company contained in this Agreement are true and correct in all material respects at the Closing Time, with the same force and effect as if made by the respective Company as at the Closing Time after giving effect to the transactions contemplated hereby; and

(v) the respective Company has complied with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with or satisfied prior to the Closing Time, other than conditions which have been waived by the Agents;

(d) the Agents shall have received favourable legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents' counsel, acting reasonably, each dated the Closing Date, as applicable, from the respective legal counsel of each of Kenorland and Northway and where appropriate, local counsel in the other applicable jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the respective Companies, with respect to the following matters:

(i) as to the incorporation and existence of the respective Company under the laws of its jurisdiction of incorporation and as to the respective Company having the requisite corporate power and capacity under the Laws of its jurisdiction of incorporation to carry on its business as presently carried on and to own, lease and operate its properties and assets;

(ii) as to the authorized and issued capital of the respective Company;

(iii) as to the corporate power and authority of the respective Company to enter into and to carry out its obligations under the Transaction Documents to which it is a party;

(iv) all necessary corporate action has been taken by the respective Company to authorize the execution and delivery of the Transaction Documents to which it is a party as well as the performance of its obligations thereunder and hereunder;

(v) the Transaction Documents have been duly executed and delivered by the respective Company, and constitute legal, valid and binding obligations of the respective Company enforceable against it in accordance with their respective terms;

(vi) the execution and delivery of the Transaction Documents to which it is a party and the performance by the respective Company of its obligations hereunder and thereunder does not and will not result in a 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, will result in a breach of or constitute a default under, and do not and will not conflict with any term or provision of the constating documents of the respective Company, any resolutions of the shareholders or directors (including committees of the board of directors) of the respective Company or any corporate Laws applicable to the respective Company;

(vii) in the case of Kenorland:

(A) the Subscription Receipts have been duly and validly created and issued pursuant to the Subscription Receipt Agreement;

(B) the Kenorland Shares issuable upon satisfaction of the Escrow Release Conditions have been validly authorized and allotted for issuance and, upon the conversion of the Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement, the Kenorland Shares will be validly issued as fully paid and non-assessable Kenorland Shares;

(C) the issuance and sale by Kenorland of the Subscription Receipts to the Purchasers resident in Canadian Selling Jurisdictions in accordance with the terms of this Agreement are exempt from the prospectus requirements of Canadian Securities Laws and no prospectus or other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under the Canadian Securities Laws to permit such issuance and sale; it being noted, however, that Kenorland is required to file or cause to be filed with the applicable Securities Regulators, a report on Form 45-106F1 prepared and executed pursuant to NI 45-106, together with the prescribed filing fee, within ten days of the Closing Date;

(D) the issuance and delivery by Kenorland of the Kenorland Shares upon the due conversion of the Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement, will be exempt from the prospectus requirements of Canadian Securities Laws in the Canadian Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under Canadian Securities Laws to permit such issuance and delivery; and

(E) the issuance and delivery by the Resulting Issuer of the Resulting Issuer Shares upon the due exchange of the Kenorland Shares in accordance with the terms of the Amalgamation Agreement, will be exempt from the prospectus requirements of Canadian Securities Laws in the Canadian Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under Canadian Securities Laws to permit such issuance and delivery;

(F) the Broker Warrants have been duly and validly created and issued pursuant to the Broker Warrant Certificates;

(G) the issuance by Kenorland of the Broker Warrants to the Agents in accordance with the terms of the Broker Warrant Certificates are exempt from the prospectus requirements of Canadian Securities Laws and no prospectus or other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under the Canadian Securities Laws to permit such issuance and sale; it being noted, however, that Kenorland is required to file or cause to be filed with the applicable Securities Regulators, a report on Form 45-106F1 prepared and executed pursuant to NI 45-106, together with the prescribed filing fee, within ten days of the Closing Date;

(H) the issuance and delivery by the Resulting Issuer of the Resulting Issuer Shares upon the due exercise of the Broker Warrants in accordance with the terms of the Broker Warrant Certificates will be exempt from the prospectus requirements of Canadian Securities Laws in the Canadian Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under Canadian Securities Laws to permit such issuance and delivery;

(I) the first trade of the Resulting Issuer Shares issued upon due exchange of the Kenorland Shares pursuant to the Amalgamation by a Purchaser resident in a Canadian Selling Jurisdiction and the Resulting Issuer Shares issuable upon exercise of the Broker Warrants by the Agents, other than a trade which is otherwise exempt from the prospectus requirements under the Canadian Securities Laws, will be a distribution and will be subject to the prospectus requirements of the Canadian Securities Laws, unless:

i) the Resulting Issuer is and has been a "reporting issuer" (as such term is defined in the Canadian Securities Laws) in a jurisdiction of Canada for the four months immediately preceding such trade;

ii) the trade is not a "control distribution", as such term is defined in NI 45-102;

iii) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade;

iv) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and

v) if the selling security holder is an insider or officer of the Resulting Issuer, the selling security holder has no reasonable grounds to believe that the Resulting Issuer is in default of "securities legislation" (as such term is defined in the Canadian Securities Laws);

(viii) in the case of Northway:

(A) the Resulting Issuer Shares issuable upon satisfaction of the Escrow Release Conditions have been validly authorized and allotted for issuance will be validly issued as fully paid and non-assessable Resulting Issuer Shares;

(B) the Resulting Issuer Shares issuable upon exercise of the Broker Warrants have been validly authorized and allotted for issuance will be validly issued as fully paid and non-assessable Resulting Issuer Shares;

(ix) Computershare Trust Company of Canada, at its office in Vancouver, British Columbia has been duly appointed by Kenorland as the Subscription Receipt Agent under the Subscription Receipt Agreement; and

(x) such other matters as the Agents or their counsel may reasonably request;

(e) the Agents shall have received favourable legal opinions addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents' counsel, acting reasonably, each dated the Closing Date, as applicable, from the respective legal counsel to each of the Material Subsidiaries of the Companies and where appropriate, local counsel in the other applicable jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the respective subsidiaries of the Companies, with respect to the following matters:

(i) as to the incorporation and existence of the respective subsidiary under the Laws of its jurisdiction of incorporation;

(ii) as to the respective subsidiary having the requisite corporate power and capacity under the Laws of its jurisdiction of incorporation to carry on its business as presently carried on and to own, lease and operate its properties and assets;

(iii) as to the authorized and issued capital of the respective subsidiary, and the ownership thereof;

(f) the Agents shall have received a certificate of good standing or similar certificate with respect to the jurisdiction in which each of the Companies and the Material Subsidiaries of each of the Companies is incorporated and evidence of all extra-jurisdictional registrations, as applicable;

(g) Kenorland and Northway will have caused the Subscription Receipt Agent to deliver a certificate as to its appointment as the subscription receipt agent with respect to the Subscription Receipts;

(h) each of the Transaction Documents shall have been executed and delivered by the parties thereto in form and substance satisfactory to the Agents and their counsel;

(i) Kenorland shall have delivered to the Agents executed lock-up agreements as contemplated by Section 6.1(n) hereof; and

(j) the Agents shall, in their sole discretion, acting reasonably, be satisfied with their due diligence review with respect to the business, assets, financial condition, affairs and prospects of the Companies.

11. **Closing**

11.1 The Offering will be completed via electronic exchange at the Closing Time or such other date or time as may be mutually agreed to by the Companies and the Lead Agent; provided that if any of the Companies have not been able to comply in any material respect with any of the covenants or conditions set out herein required to be complied with by the Closing Time or such other date and time as may be mutually agreed to or such covenant or condition has not been waived by the Lead Agent, on behalf of the Agents, the respective obligations of the parties will terminate without further liability or obligation except for payment of expenses, indemnity and contribution provided for in this Agreement.

11.2 At the Closing Time:

(a) Kenorland shall deliver to the Lead Agent, on behalf of the Agents, the Subscription Receipts, whether by way of electronic deposit or delivery of certificates in definitive form, as directed by the Lead Agent;

(b) Kenorland shall deliver to the Lead Agent, on behalf of the Agents, the Broker Warrant Certificates, in definitive form, as directed by the Lead Agent; and

(c) The Corporation (or representative(s) thereof) and the Lead Agent, as applicable, shall deliver to the Subscription Receipt Agent the aggregate Net Proceeds and the Agents shall retain a sum equal to the Agents' Expenses and 50% of the Agents' Fee, as directed by Kenorland.

12. **Rights of Termination**

12.1 The Agents (or any of them) shall be entitled to terminate and cancel their obligations hereunder by written notice to that effect given to the Companies on or before Closing if, at any time prior to the Closing Time:

(a) **Material Change.** There shall be any material change or change in a material fact, or there should be discovered any previously undisclosed material fact required to be disclosed which, in the reasonable opinion of the Agents (or any of them), has or would be expected to have a significant adverse effect on the market price or value of the Subscription Receipts, the Resulting Issuer Shares, or any other securities of the Companies and/or the Resulting Issuer;

(b) **Disaster.** (i) There should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism, plague, disease, pandemic or accident) including by way of the COVID-19 pandemic only to the extent that there are material adverse developments related thereto after September 21, 2020 or major financial occurrence of national or international consequence or a new or change in any law or regulation which in the sole opinion of the Agents or any one of them, seriously adversely affects or involves or may seriously adversely affect or involve the financial markets or the business, operations or affairs of the Companies and/or the Resulting Issuer and their subsidiaries taken as a whole or the market price or value of the securities of the Companies and/or the Resulting Issuer; (ii) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Companies or any one of the officers or directors of the Companies or any of its principal shareholders where wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the TSXV or securities commission which involves a finding of wrong-doing; (iii) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Subscription Receipts, the Resulting Issuer Shares or any other securities of the Companies is made or threatened by a securities regulatory authority;

(c) **Breach**. Either of the Companies is in breach of any material term, condition or covenant of this Agreement or any material representation or warranty given by such Company in this Agreement becomes or is false;

(d) **Market Out.** The state of the financial markets in Canada or elsewhere where it is planned to market the Subscription Receipts is such that, in the reasonable opinion of the Agents (or any one of them), the Subscription Receipts cannot be marketed profitably; or

(e) **Due Diligence Out.** The Agents are not satisfied, in their sole discretion, with the completion of their due diligence investigations.

12.2 The rights of termination contained in this Section 12 may be exercised by any of the Agents and are in addition to any other rights or remedies the Agents may have in respect of any default, act or failure to act or non-compliance by the Companies in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination by any Agent, there shall be no further liability on the part of such Agent to the Companies or on the part of the Companies to such Agent except in respect of any liability which may have arisen or may arise after such termination in respect of Section 13 (Indemnity) and Section 14 (Expenses) of this Agreement.

13. **Indemnity**

13.1 The Companies hereby agree to indemnify and save harmless to the maximum extent permitted by Law, each of the Agents, their affiliates and their respective directors, officers, employees, partners, and shareholders (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") from and against any and all losses, claims, actions, suits, proceedings, investigations, damages (other than contingent or consequential damages), liabilities or expenses of whatsoever nature or kind (excluding loss of profits) whether joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims, and the 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 (each a "**Claim**" and, collectively, the "**Claims**") to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claim relates to, is caused by, results from, arises out of or is based upon, directly or indirectly, this services provided under this Agreement whether performed before or after the execution of the Agreement by the Companies, and to reimburse each Indemnified Party forthwith, upon demand, for any documented legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

13.2 If and to the extent that a court of competent jurisdiction, in a final non-appealable judgment in a proceeding in which an Indemnified Party is named as a party, determines that a Claim was caused by or resulted from an Indemnified Party's material breach of this Agreement, breach of applicable Laws, gross negligence or fraudulent act, this indemnity shall cease to apply to such Indemnified Party in respect of such Claim and such Indemnified Party shall reimburse any funds advanced by the Companies to the Indemnified Party pursuant to this indemnity in respect of such Claim. The Companies agree to waive any right the Companies 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.

13.3 If any 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 Companies, the Indemnified Party will give the Companies prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Companies 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 shall not relieve the Companies of their obligation of indemnification hereunder except to the extent that the failure to so provide such notice shall actually and materially damage the Companies.

13.4 No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the consent of the Companies and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld or delayed. Notwithstanding that the Companies will undertake the investigation and defence of any Claim, the Indemnified Parties will have the right to employ one separate counsel in each applicable jurisdiction with respect to such Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Parties unless:

(a) employment of such counsel has been authorized in writing by the Companies;

(b) the Companies have 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 the Companies, and any of the Indemnified Parties, and the Indemnified Parties shall have been advised by counsel to the Indemnified Parties that there may be a conflict of interest between the Companies and any Indemnified Party; or

(d) there are one or more defences available to the Indemnified Parties which are different from or in addition to those available to the Companies, as the case may be;

in which case such fees and expenses of such counsel to the Indemnified Parties will be for the account of the Companies. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights the Indemnified Parties may have at common law or otherwise.

13.5 Without limiting the generality of the foregoing, this indemnity shall apply to all reasonable and documented expenses (including legal expenses), losses, claims and liabilities that the Indemnified Parties may incur as a result of any action, suit, proceeding or claim that may be threatened or brought against the Companies.

13.6 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 insufficient to hold them harmless, the Companies agree to 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 Companies or the shareholders of the Companies, and its constituencies 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 Companies 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 the Indemnified Parties hereunder.

13.7 The Companies hereby constitute the Lead Agent as trustee for each of the other Indemnified Parties of the covenants of the Companies under this indemnity with respect to such persons and the Lead Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

13.8 The Companies agree that, in any event, no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Companies, or any person asserting claims on their behalf or in right for or in connection with the services provided under this Agreement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Companies are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which an Indemnified Party is named as a party) that has become non-appealable to have resulted from a material breach of this Agreement, breach of applicable Laws, gross negligence or fraudulent act of such Indemnified Party.

13.9 The Companies also agree that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of the Companies and any of the Indemnified Parties and personnel of such Indemnified Party shall be required to participate or respond in respect of or in connection with the services provided under this Agreement, each such Indemnified Party shall have the right to employ its own counsel in connection therewith and the Companies will reimburse the reasonable and documented out-of-pocket expenses as may be incurred by the Indemnified Parties and their personnel in connection therewith, including fees and disbursements of such Indemnified Party's counsel.

13.10 The indemnity and contribution obligations of the Companies shall be in addition to any liability which the Companies may otherwise have to the Indemnified Parties, shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Companies, and any Indemnified Party. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given under this Agreement.

14. **Expenses**

14.1 Kenorland will pay all reasonable expenses and fees incurred in connection with the Offering, including all fees and disbursements of its legal counsel, expenses related to road shows and marketing activities, filing fees and, with respect to the Agents, (i) the Agents' reasonable out-of-pocket fees and expenses, and (ii) all reasonable fees and expenses of the Agents' legal counsel up to a maximum of $100,000 (before applicable taxes and disbursements), and any applicable taxes on the foregoing amounts (collectively, the "**Agents' Expenses**").

14.2 Agents' Expenses incurred by the Agents, or on their behalf, shall be paid to the Agents on the Closing Date.

14.3 Notwithstanding the foregoing, the Agents' Expenses shall be reimbursed to the Agents by Kenorland whether or not the Offering is completed.

15. **Advertisements**

15.1 The Companies acknowledge that the Agents shall have the right, subject always to Section 2.4, at their own expense, to place such advertisement or advertisements relating to the sale of the Subscription Receipts contemplated herein as the Agents may consider desirable or appropriate and as may be permitted by applicable Law, including Applicable Securities Laws. The Companies and the Agents each agree that they will not make public any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus or registration requirements of applicable securities legislation in any of the provinces and territories of Canada or any other jurisdiction in which the Subscription Receipts shall be offered and sold not being available.

16. **Agents' Compensation**

16.1 In consideration of the services to be rendered by the Agents in connection with the Offering, the Agents will receive from Kenorland a cash commission (the "**Agents' Fee**") equal to 6.0% of the Gross Proceeds excluding sales of Subscription Receipts to purchasers introduced to the Agents by Kenorland (the "**President's List**"), in which case a corporate advisory fee of 2.0% of the Gross Proceeds from Purchasers on the President's List will be paid to the Agents. The Gross Proceeds from the President's List shall be subject to a maximum of $8 million. 50% of the Agents' Fee shall be payable to the Agents upon completion of the Offering and the remainder shall be paid to the Agents upon release of the Escrowed Funds.

16.2 As additional compensation, the Agents will be issued broker warrants (the "**Broker Warrants**") exercisable to acquire that number of Resulting Issuer Shares as is equal to 6.0% of the aggregate number of Subscription Receipts issued pursuant to the Offering (other than in respect of up to $8 million worth of sales to purchasers on a President's List, in respect of which the Agents will not receive any Brokers Warrants). Each Broker Warrant shall be exercisable at the Offering Price for a period of 24 months following the Escrow Release.

16.3 The Agents hereby understand that Kenorland expects to pay fees of up to 4.0% cash and up to 6.0% in the form of Broker Warrants on up to $8 million worth of sales under the President's List.

16.4 For greater certainty, and in accordance with the terms of the Subscription Receipt Agreement, the Gross Proceeds to be placed in escrow and held by the Subscription Receipt Agent pursuant to the Subscription Receipt Agreement shall be reduced (and retained by the Lead Agent) by an amount equal to the full 50% of the Agents' Fee and Agents' Expenses in connection with the issuance and sale of the Subscription Receipts. No amount shall be reduced (or retained by the Lead Agent) from the Gross Proceeds to be placed in escrow and held by the Subscription Receipt Agent pursuant to the Subscription Receipt Agreement.

17. **Agents' Business**

17.1 The Companies acknowledge that the Agents may be engaged in securities trading and brokerage activities, and providing investment banking, investment management, financial and financial advisory services. In the ordinary course of their trading, brokerage, investment and asset management and financial activities, the Agents and their Affiliates may hold long or short positions, and may trade or otherwise effect or recommend transactions, for their own account or the accounts of their customers, in debt or equity securities or loans of the Companies or any other company that may be involved in any transaction with the Companies. Each Agent and its Affiliates may also provide a broad range of normal course financial products and services to its customers (including, but not limited to banking, credit derivative, hedging and foreign exchange products and services), including companies that may be involved in any transaction with the Companies.

18. **Agents' Authority**

18.1 The Companies shall be entitled to and shall act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by or on behalf of the Agents by the Lead Agent and the Lead Agent shall represent the Agents and have authority to bind the Agents hereunder except in respect of a notice of termination pursuant to Section 12 or the exercise of the indemnity rights specified in Section 13 which shall require the action of the relevant Agent. Each of the Agents agrees that the Lead Agent has been authorized in such regard.

19. **Syndication by the Agents.**

19.1 The Agents' obligations under this Agreement shall be several and not joint nor joint and several, and the Agents' respective obligations and rights and benefits hereunder shall be as to the following percentages ("**Relevant Proportions**"):

Stifel GMP	30%
Canaccord Genuity Corp.	20%
Haywood Securities Inc.	20%
Laurentian Bank Securities Inc.	20%
Echelon Wealth Partners Inc.	10%

19.2 If an Agent shall not complete the sale of the Subscription Receipts which such Agent has agreed to sell hereunder for any reason whatsoever, the other Agents shall be entitled, at their option but without obligation, to sell the Subscription Receipts which would otherwise have been sold by such Agent who fails to sell its Relevant Proportion.

20. **Survival of Warranties, Representations, Covenants and Agreements**

20.1 All representations, warranties, covenants and agreements of the Companies herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Agents or the Purchasers with respect thereto, shall continue in full force and effect for the benefit of the Agents and the Purchasers, as applicable for a period of two years following the Closing Date. For greater certainty, and without limiting the generality of the foregoing, the provisions contained in this Agreement in any way related to the indemnification of the Agents by Kenorland or the contribution obligations of the Agents or those of Kenorland shall survive and continue in full force and effect, indefinitely, subject only to the applicable limitation period prescribed by Law.

21. **General Contract Provisions**

21.1 **Notices.** Any notice or other communication to be given hereunder shall be in writing and shall be given by delivery or by email, as follows:

if to the Companies:

Kenorland Minerals Ltd.
310 – 119 W Pender Street
Vancouver, BC, Canada
V6B 1S5

Attention: Zach Flood, President, CEO and Director
Email: zach@kenorlandminerals.com

with a copy (not to constitute notice) to:

Osler, Hoskin & Harcourt LLP
Suite 1700, Guinness Tower
1055 West Hastings Street
Vancouver, BC V6E 2E9

Attention: Alan Hutchison
Email: ahutchison@osler.com

or if to the Agents, to the Lead Agent:

Stifel Nicolaus Canada Inc.
145 King Street West, Suite 300
Toronto, ON M5H 1J8

Attention: Pierre Laliberte
Email: plaliberte@stifel.com

with a copy (not to constitute notice to the Agents) to:

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Chad Accursi
Email: caccursi@cassels.com

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or four hours after being electronically transmitted and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address or email address.

21.2 **Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

21.3 **No Fiduciary Duty.** The Companies hereby acknowledge that the Agents are acting solely as agents in connection with the purchase and sale of the Subscription Receipts. The Companies further acknowledge that the Agents are acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Agents act or be responsible as a fiduciary to the Companies or their respective management, shareholders or creditors or any other person in connection with any activity that the Agents may undertake or have undertaken in furtherance of such purchase and sale of any of the Companies' securities, either before or after the date hereof. The Agents hereby expressly disclaim any fiduciary or similar obligations to the Companies, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Companies hereby confirm their understanding and agreement to that effect. The Companies and the Agents agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Agents to the Companies regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the securities of Kenorland, Northway, and the Resulting Issuer, do not constitute advice or recommendations to the Companies. The Companies and the Agents agree that the Agents are acting solely as agents in connection with the Offering and not as an agent of or fiduciary of the Companies and no Agent has assumed, and no Agent will assume, any advisory responsibility in favour of the Companies with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether any Agent has advised or is currently advising the Companies on other matters).

21.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the Agents and the Companies relating to the subject matter of this Agreement.

21.5 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

21.6 **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Companies, the Resulting Issuer and the Agents and their respective successors and permitted assigns; provided that, except as provided herein or in the Subscription Agreements, this Agreement shall not be assignable by any party without the written consent of the others.

21.7 **Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

21.8 **Time of the Essence.** Time shall be of the essence for all provisions of this Agreement.

21.9 **Language.** The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Les parties reconnaissent avoir expressément demandé que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.

21.10 **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

21.11 **Counterparts and Facsimile.** This Agreement may be executed and delivered by original, facsimile or other electronic transmission in one or more counterparts which, together, shall constitute an original copy of this Agreement as of the date first noted above.

[Rest of page intentionally left blank]

If this Agreement accurately reflects the terms of the transaction which we are to enter into and if such terms are agreed to by the Companies, please communicate your acceptance by executing where indicated below.

Yours very truly,

STIFEL NICOLAUS CANADA INC.

Per: *"Pierre Laliberte"*
Director, Investment Banking

CANACCORD GENUITY CORP.

Per: *"David Sadowski"*
Managing Director, Investment Banking

HAYWOOD SECURITIES INC.

Per: *"Kevin Campbell"*
Managing Director, Investment Banking

LAURENTIAN BANK SECURITIES INC.

Per: *"Joseph Gallucci"*
Managing Director, Head of Mining, Investment Banking

ECHELON WEALTH PARTNERS INC.

Per: *"Christine Young"*
Managing Director, Head of Origination

The foregoing accurately reflects the terms of the transaction which we are to enter into and such terms are agreed to with effect as of the date provided at the top of the first page of this Agreement.

KENORLAND MINERALS LTD.

Per: *"Zachary Flood"*
Authorized Signatory

NORTHWAY RESOURCES CORP.

Per: *"Zachary Flood"*
Authorized Signatory

SCHEDULE A

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

This is Schedule "A" to the Agency Agreement dated as of November 4, 2020 among the Companies and the Agents.

As used in this Schedule "A", capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Agency Agreement to which this Schedule is annexed and the following terms shall have the meanings indicated:

1. "**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, 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 Subscription Receipts, Kenorland Shares or the Resulting Issuer Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the Offering;

2. "**Foreign Issuer**" shall have the meaning ascribed thereto in Regulation S. Without limiting the foregoing, but for greater clarity, it means any issuer which is (a) the government of any country other than the United States, of any political subdivision thereof or a national of any country other than the United States; or (b) a corporation or other organization incorporated under the Laws of any country other than the United States, except an issuer meeting the following conditions as of the last day of the most recently completed second quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are held of record either directly or indirectly by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

3. "**General Solicitation**" and "**General Advertising**" means "**general solicitation**" and "**general advertising**", respectively, as used in Rule 502(c) of Regulation D, including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the internet 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;

4. "**Regulation D**" means Regulation D adopted by the SEC under the U.S. Securities Act;

5. "**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act;

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

7. "**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Regulation S;

8. "**U.S. Affiliate**" means the duly registered United States broker-dealer affiliate of an Agent; and

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

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENTS

The Agents acknowledge that the Subscription Receipts, Kenorland Shares and Resulting Issuer Shares have not been and will not be registered under the U.S. Securities Act or any applicable U.S. state securities laws, and the Subscription Receipts may be offered, sold, pledged or transferred, directly or indirectly, only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. Accordingly, each of the Agents represents, warrants and covenants severally (and not jointly and severally) to Kenorland that:

1. It has not offered and sold, and will not offer and sell, any Subscription Receipts, Kenorland Shares or Resulting Issuer Shares forming part of its allotment or otherwise as a part of the distribution except (a) to non-U.S. Purchasers in an **"offshore transaction"**, as such term is defined in Regulation S, in accordance with Rule 903 of Regulation S or (b) to, or for the account or benefit of, U.S. Purchasers, solely as provided in paragraphs 2 through 16 below. Accordingly, none of the Agent, any U.S. Affiliate or any person acting on its or their behalf, has engaged or will engage in: (i) except as provided in paragraphs 2 through 16 below, (A) any offer to sell or any solicitation of an offer to buy, any Subscription Receipts to, or for the account or benefit of, any person in the United States, or (B) any sale of Subscription Receipts to, any Purchaser unless, at the time the buy order was or will have been originated, the Purchaser was outside the United States, or such Agent, U.S. Affiliate or person acting on behalf of either reasonably believed that such Purchaser was outside the United States, (ii) any Directed Selling Efforts, or (iii) any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Subscription Receipts or the issuance of the Kenorland Shares or Resulting Issuer Shares.

2. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Subscription Receipts, except with its U.S. Affiliate, any selling group members or with the prior written consent of Kenorland. It shall require each selling group member to agree in writing, for the benefit of Kenorland, to comply with, and shall use its best efforts to ensure that each selling group member complies with, the same provisions of this Schedule as apply to such Agent as if such provisions applied to such selling group member.

3. All offers and sales of Subscription Receipts to, or for the account or benefit of, U.S. Purchasers have been and will be made through its U.S. Affiliate in compliance with all applicable U.S. federal and state broker-dealer requirements and all applicable U.S. federal and state securities laws.

4. Its U.S. Affiliate is, and as of the Closing Date shall be, (i) registered as a broker or dealer under the U.S. Exchange Act and under the securities laws of each state where offers and sales of Subscription Receipts have been or will be made (unless exempted from such state's broker-dealer registration requirements), and (ii) is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc.

5. Offers and sales of Subscription Receipts, Kenorland Shares and the Resulting Issuer Shares to, or for the account or benefit of, U.S. Purchasers have not been and will not be made by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

6. Offers and sales of Subscription Receipts to, or for the account or benefit of, U.S. Purchasers may be made on behalf of Kenorland, pursuant to the provisions of Rule 506 of Regulation D under the U.S. Securities Act to persons who are or are reasonably believed by them to be U.S. Accredited Investors in transactions that are exempt from registration under applicable state securities laws.

7. All U.S. Purchasers of the Subscription Receipts shall be informed that the Subscription Receipts, Kenorland Shares and the Resulting Issuer Shares have not been and will not be registered under the U.S. Securities Act or any applicable U.S. state securities laws, and that the Subscription Receipts are being offered and sold to such Purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws.

8. The Agent acting through its U.S. Affiliate may offer the Subscription Receipts to, or for the account or benefit of, U.S. Purchasers only to offerees that they had a pre-existing business relationship with and had reasonable grounds to believe were U.S. Accredited Investors and/or Qualified Institutional Buyers and immediately prior to making any such offer had reasonable grounds to believe and did believe that each offeree was a U.S. Accredited Investor or a Qualified Institutional Buyer, and on the date hereof, they continue to believe that each U.S. Purchaser is a U.S. Accredited Investor or a Qualified Institutional Buyer.

9. Prior to any sale of Subscription Receipts by Kenorland to, or for the account or benefit of, a U.S. Accredited Investor, it will cause each such U.S. Accredited Investor to execute and deliver a Subscription Agreement and Schedule “B” thereto with the certificate for U.S. Accredited Investors.

10. Prior to any sale of Subscription Receipts by the Agent acting through its U.S. Affiliate to, or for the account or benefit of, a Qualified Institutional Buyer, it will cause each such Qualified Institutional Buyer to execute and deliver a Subscription Agreement and Schedule “B” thereto with the certificate for Qualified Institutional Buyers.

11. Prior to the Closing Date, it will provide Kenorland with a list of all U.S. Purchasers of the Subscription Receipts, and in each case indicate that such U.S. Purchaser is a U.S. Accredited Investor or Qualified Institutional Buyer, as applicable, and the state or other jurisdiction in which the Subscription Receipts were offered or sold to such U.S. Purchaser that is a U.S. Accredited Investor or Qualified Institutional Buyer, as applicable. Prior to the Closing Time, it will provide Kenorland with copies of all executed Subscription Agreements and schedules and exhibits attached thereto, and will otherwise offer reasonable assistance to the Companies with respect to the Companies’ obligations to prepare and file forms and notices required under the U.S. Securities Act and applicable state securities laws in connection with the offer and sale of the Subscription Receipts including, for the avoidance of doubt, the filing of a Form D with the United States Securities and Exchange Commission within 15 days of the first sale of the Subscription Receipts to a U.S. Purchaser and any such related filings as may be required by applicable state securities laws to secure exemption from registration under such securities laws for the sale of the Subscription Receipts in such states.

12. The Agent covenants and agrees that it, its Affiliates (including its U.S. Affiliate) and any person acting on its or their behalf will not pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of the Subscription Receipts.

13. At the Closing Time, the Agent will, together with its U.S. Affiliate, provide to Kenorland a certificate in the form of Exhibit “I” to this Schedule “A” relating to the manner of the offer and sale of the Subscription Receipts to, or for the account or benefit of, U.S. Purchasers or will be

deemed to have represented and warranted that none of it, its Affiliates (including its U.S. Affiliate) or any persons acting on its or their behalf offered or sold Subscription Receipts to, or for the account or benefit of, U.S. Purchasers.

14. None of the Agent, its Affiliates (including its U.S. Affiliate), or any person acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Subscription Receipts or the issuance of the Kenorland Shares or Resulting Issuer Shares.

15. As of the Closing Date, with respect to Subscription Receipts to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D and Section 4(a)(2) of the U.S. Securities Act, the Agent represents that none of (i) the Agent or its U.S. Affiliate, (ii) the Agent or its U.S. Affiliate's general partners or managing members, (iii) any of the Agent or its U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Subscription Receipts, (iv) any of the Agent or its U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Subscription Receipts or (v) any other person associated with any of the above persons, including any selling group members and any such persons related to such selling group members, that have been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Subscription Receipts (each, a **"Dealer Covered Person"** and, collectively, the **"Dealer Covered Persons"**), is subject to any of the **"Bad Actor"** disqualifications described in Rule 506(d) under Regulation D (a **"Disqualification Event"**).

16. As of the Closing Date, the Agent represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Subscription Receipts.

<u>REPRESENTATIONS, WARRANTIES AND COVENANTS OF KENORLAND</u>

Kenorland represents, warrants, covenants and agrees that:

1. It reasonably believes (a) that as of the date hereof and on the Closing Date, there is no Substantial U.S. Market Interest in the Subscription Receipts, Kenorland Shares or the Resulting Issuer Shares, (b) it is not now, and as a result of the sale of Subscription Receipts contemplated hereby will not be, registered or required to be registered as an **"investment company"** as such term is defined under the United States Investment Company Act of 1940, as amended, under such Act; and (c) neither it 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.

2. During the period that the Subscription Receipts are, or were offered for sale, neither it nor its subsidiaries nor any of its affiliates, nor any person acting on its or its behalf (other than the Agent, its U.S. Affiliates and any persons acting on any of their behalf, in respect of which no representation is made) (i) has made or will make any Directed Selling Efforts, (ii) has engaged in or will engage in any form of General Solicitation or General Advertising or any matter involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act with respect to offers or sales of the any of the Subscription Receipts, Kenorland Shares, or Resulting Issuer Shares to, or for the account or benefit of U.S. Purchasers, or (iii) has taken or will take any other action that would cause the exclusion from registration provided by Regulation S or the exemptions from

registration provided by Section 4(a)(2) and Regulation D to be unavailable with respect to offers and sales of the Subscription Receipts pursuant to this Schedule "A".

3. It has not and will not, during the period beginning six months prior to the start of the offering of Subscription Receipts and ending six months after the completion of the offering of Subscription Receipts sell, offer for sale or solicit any offer to buy 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 Regulation D to be unavailable with respect to offers and sales of the Subscription Receipts pursuant to this Schedule "A".

4. It will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable U.S. state securities laws in connection with the offer and sale of the Subscription Receipts.

5. Except with respect to offers and sales to U.S. Accredited Investors or Qualified Institutional Buyers, as applicable, who are U.S. Purchasers or who are acting for the account or benefit of U.S. Purchasers, in reliance upon an exemption from registration under Rule 506 of Regulation D and Section 4(a)(2) of the U.S. Securities Act, neither it nor its affiliates or any person acting on its or its behalf (other than the Agents, their U.S. Affiliates or any person acting on any of their behalf, in respect of which no representation is made) has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Subscription Receipts to, or for the account or benefit of, any U.S. Purchaser; or (B) any sale of Subscription Receipts unless, at the time the buy order was or will have been originated, the Purchaser was outside the United States or it, its affiliates, and any person acting on its or their behalf reasonably believes that such Purchaser was outside the United States.

6. None of it, any of its affiliates or any person acting on any of their behalf (other than the Agents, their U.S. Affiliates, or any person acting on any of their behalf, in respect of which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Subscription Receipts or the issuance of the Kenorland Shares or Resulting Issuer Shares.

7. It covenants and agrees that it, its affiliates and any person acting on its or their behalf (other than the Agents, their U.S. Affiliates or any person acting on any of their behalf, in respect of which no representation is made) will not pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of the Subscription Receipts and is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Subscription Receipts.

8. As of the Closing Date, with respect to the offer and sale of the Subscription Receipts sold in reliance on Rule 506 of Regulation D, none of it, any of its predecessors, any affiliated issuer, any director, executive officer or other officer of it participating in the offering, any beneficial owner of 20% or more of its 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 it in any capacity at the time of sale of the Subscription Receipts (but excluding the Agent, their U.S. Affiliate and any selling group member, as to whom no representation, warranty or covenant is made) (each, an "**Company Covered Person**" and, collectively, the "**Company Covered Persons**") is subject to any Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under Regulation D. It has exercised reasonable care to determine whether any Company Covered Person is subject to a Disqualification Event. If applicable, it has complied

with its disclosure obligations under Rule 506(e) of Regulation D, and has furnished to the Agent and their U.S. Affiliate a copy of any disclosures provided thereunder.

EXHIBIT "I" TO SCHEDULE "A"

AGENT'S CERTIFICATE

In connection with the private placement to, or for the account or benefit of, persons in the United States of Subscription Receipts of Kenorland Minerals Ltd. ("**Kenorland**") pursuant to the Agency Agreement dated November 4, 2020 among the Companies and the Agents named therein (the "**Agency Agreement**"), each of the undersigned does hereby certify as follows:

(i) each U.S. affiliate of the undersigned Agent (the "**U.S. Affiliate**") is (i) a duly registered broker or dealer under the U.S. Exchange Act and under the securities laws of all applicable states where the offers and sales of Subscription Receipts were made (unless otherwise exempted from such state's broker-dealer registration requirements) and (ii) a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. on the date of each such offer and sale and on the date hereof;

(ii) all offers and sales of the Subscription Receipts in the United States were made to U.S. Accredited Investors or Qualified Institutional Buyers;

(iii) all offers and sales of Subscription Receipts to, or for the account or benefit of, U.S. Purchasers have been effected in accordance with all applicable U.S. federal and state broker dealer requirements;

(iv) we have provided each offeree of Subscription Receipts (a) that is a U.S. Accredited Investor with a Subscription Agreement for U.S. Accredited Investors and (b) that is a Qualified Institutional Buyer with a Subscription Agreement for Qualified Institutional Buyers and no other written material was used in connection with the offer and sale of the Subscription Receipts to U.S. Purchasers.

(v) immediately prior to offering Subscription Receipts to an offeree that was in the United States, we had a pre-existing business relationship with and had reasonable grounds to believe and did believe that each offeree was a U.S. Accredited Investor or a Qualified Institutional Buyer and, on the date hereof, we continue to believe that each U.S. Purchaser purchasing the Subscription Receipts from Kenorland is a U.S. Accredited Investor or a Qualified Institutional Buyer;

(vi) no form of General Solicitation or General Advertising was used by us in connection with the offer or sale of the Subscription Receipts and the issuance of the Kenorland Shares or the Resulting Issuer Shares to, or for the account or benefit of, U.S. Purchasers;

(vii) prior to any sale of Subscription Receipts by Kenorland to a U.S. Purchaser, we caused (a) each U.S. Purchaser that is a U.S. Accredited Investor to execute and deliver a Subscription Agreement for U.S. Accredited Investors and (b) each U.S. Purchaser that is a Qualified Institutional Buyer to execute and deliver a Subscription Agreement for Qualified Institutional Buyers, in each case including any schedules and exhibits attached thereto;

(viii) none of us, any member of the selling group, or any of our or their affiliates, have taken or will take any action which would constitute a violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Subscription Receipts or the issuance of the Kenorland Shares or the Resulting Issuer Shares; and

(ix) the offer and sale of the Subscription Receipts has been conducted by us in accordance with the terms of the Agency Agreement, including Schedule “A” thereto.

Capitalized terms used in this certificate have the meanings given to them in the Agency Agreement, including Schedule “A” thereto, unless otherwise defined herein.

DATED this ___ day of ________________, 2020.

[AGENT}	**[U.S. AFFILIATE]**
By: ___________________________	By: ___________________________________
Name:	Name:
Title:	Title

SCHEDULE B

This is Schedule "B" to the Agency Agreement dated as of November 4, 2020 among the Companies and the Agents.

FORM OF LOCK-UP AGREEMENT

TO: STIFEL NICOLAUS CANADA INC.
CANACCORD GENUITY CORP.
HAYWOOD SECURITIES INC.
LAURENTIAN BANK SECURITIES INC.
ECHELON WEALTH PARTNERS INC.
(collectively, the "Agents")

WHEREAS the undersigned is currently or could become: (i) the registered or beneficial holder of common shares ("**Kenorland Shares**") in the issued and outstanding capital of Kenorland Minerals Ltd. ("**Kenorland**") (and including for certainty any Resulting Issuer Shares or other securities of the Resulting Issuer that may be issued in exchange and replacement for any Kenorland Shares or other securities of Kenorland held by the undersigned in connection with the RTO and in accordance with the terms of the Amalgamation Agreement); and/or (ii) a director or officer of the Resulting Issuer.

AND WHEREAS the undersigned understands that the Agents have entered into an agency agreement dated November __, 2020 (the "**Agency Agreement**") with the Companies providing for the private placement of Subscription Receipts (the "**Offering**");

AND WHEREAS in accordance with the terms of the Agency Agreement, it is desirable that the Locked-Up Securities (as defined below) be subject to certain restrictions for a limited period of time;

NOW THEREFORE in consideration for the Agents completing the Offering on the terms set out in the Agency Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby enters into this agreement and agrees as follows:

1. All capitalized terms used herein but not otherwise defined herein have the meaning given to them in the Agency Agreement.

2. The undersigned agrees not to, directly or indirectly, offer, sell, contract to sell, grant any option to purchase, make any short sale, or otherwise dispose of, or transfer, or announce any intention to do so, any Resulting Issuer Shares held by the undersigned, whether now owned or hereinafter acquired, directly or indirectly, or under their control or direction, or with respect to which each has beneficial ownership (the "**Locked-Up Securities**"), or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of the Locked-Up Securities**,** whether such transaction is settled by the delivery of Resulting Issuer Shares**,** other securities, cash or otherwise, for a period (the "**Lock-Up Period**") commencing on the date hereof and ending 120 days following the Escrow Release, unless the undersigned first obtains the prior written consent of the Lead Agent, on behalf of the Agents, such consent not to be unreasonably withheld.

3. Section 2 shall not apply to: (a) any sale, transfer or tender of any of the Locked-Up Securities to a take-over bid or in connection with a merger, business combination, arrangement, restructuring or similar transaction involving the Resulting Issuer, provided that in the event such transaction is not completed the Locked-Up Securities shall continue to be subject to this agreement; (b) transfers to affiliates of the

undersigned, any family members of the undersigned, or any company, trust or other entity owned by or maintained for the benefit of the undersigned; or (c) transfers occurring by operation of law or in connection with transactions arising as a result of the death of the undersigned, provided that in each of (b) and (c) any such transferee shall first enter into an agreement in substantially similar form to this agreement, which shall remain in full force and effect until the expiry of the Lock-Up Period.

4. The undersigned authorizes Kenorland or the Resulting Issuer to cause its transfer agent during the Lock-Up Period to decline to transfer and/or to note stop transfer restrictions on the transfer books and records of Kenorland or the Resulting Issuer with respect to any Locked-Up Securities for which the undersigned is the record holder and, in the case of any such Locked-Up Securities for which the undersigned is the beneficial but not the record holder, agrees to cause the record holder to cause the transfer agent to decline to transfer and/or to note stop transfer restrictions on such books and records with respect to such securities.

5. Notwithstanding anything to the contrary contained herein and for certainty, upon completion of the RTO, all references to Kenorland and securities of Kenorland, and Northway (including as such securities relate to the Locked-Up Securities) contained in this agreement shall be deemed to be and shall be interpreted as references to the Resulting Issuer and securities of the Resulting Issuer, respectively, and this lock-up agreement and the restrictions set out herein will apply in all respects with respect to such securities of the Resulting Issuer.

6. The undersigned hereby represents and warrants that the undersigned (i) has full power and authority to enter into this agreement, and that, upon the reasonable request of the Agents, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof, (ii) understands that the Companies and the Agents are relying upon this lock-up agreement in proceeding towards consummation of the Offering, and (iii) understands that it is a condition of the completion of the Offering that certain persons enter into an agreement in the form or substantially in the form hereof. The undersigned further understands that this lock-up agreement is irrevocable and shall be binding upon the undersigned’s legal representatives, successors and permitted assigns, and shall enure to the benefit of the Companies, the Agents and their successors and assigns for the duration of the Lock-Up Period. All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned.

7. This agreement shall enure to the benefit of the addressees and their successors and assigns and shall be governed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

[Signature page follows]

This agreement may be executed by facsimile or electronic signatures which shall be effective as original signatures.

DATED as of this day of , 2020.

SIGNED in the presence of:	)	
	)	
	)	
	)	
	)	
______________________ Witness	)	______________________ Signature
	)	
	)	
______________________ Name of Witness (please type or print)	)	______________________ Name (please type or print)
	)	

SCHEDULE C

This is Schedule "C" to the Agency Agreement dated as of November 4, 2020 among the Companies and the Agents.

NORTHWAY DISCLOSURES

Section 8.1(b)

Outstanding Stock Options of Northway:

Number	Expiry Date	Exercise Price
1,750,000	August 22, 2024	$0.10
1,750,000		

Outstanding Warrants of Northway:

Number	Expiry Date	Exercise Price
1,294,020	August 22, 2021	$0.10
462,000	August 28, 2021	$0.10
3,000,000	September 15, 2023	$0.10
2,000,000	January 25, 2024	$0.10
7,000,000	March 19, 2024	$0.10
13,756,020		

SCHEDULE D

This is Schedule "D" to the Agency Agreement dated as of November 4, 2020 among the Companies and the Agents.

KENORLAND DISCLOSURES

Section 9.1(b)

Outstanding Stock Options of Kenorland:

Number	Expiry Date	Exercise
100,000	October 19, 2023	$0.15
100,000	October 19, 2023	$0.15
100,000	October 19, 2023	$0.15
100,000	October 19, 2023	$0.15
100,000	October 19, 2023	$0.15
100,000	October 19, 2023	$0.15
30,000	October 2, 2024	$0.15
30,000	October 2, 2024	$0.15
40,000	October 2, 2024	$0.15
50,000	December 1, 2024	$0.30
30,000	December 1, 2024	$0.30
30,000	December 1, 2024	$0.30
30,000	December 1, 2024	$0.30
50,000	December 1, 2024	$0.30
50,000	December 1, 2024	$0.30
20,000	December 1, 2024	$0.30
30,000	December 1, 2024	$0.30
50,000	December 1, 2024	$0.30
60,000	December 1, 2024	$0.30
200,000	July 1, 2025	$0.30
200,000	July 1, 2025	$0.30
100,000	September 15, 2024	$0.50
150,000	September 27, 2024	$0.50
200,000	March 2, 2025	$0.50
150,000	March 2, 2025	$0.50
75,000	March 2, 2025	$0.50
200,000	March 2, 2025	$0.50
350,000	March 2, 2025	$0.50
100,000	March 2, 2025	$0.50
500,000	March 2, 2025	$0.50
75,000	March 2, 2025	$0.50
3,400,000		

<u>Outstanding Restricted Share Units of Kenorland:</u>

Number	Expiry Date	Exercise Price
550,000	September 26, 2022	$0.50
550,000		

Section 9.1(q)

To the knowledge of Kenorland, none of the Kenorland Assets are subject to forfeiture or reduction by reference to payout of or production penalty on any well or otherwise or, to change to an interest of any other size or nature by virtue of or through any right or interest granted by, through or under Kenorland, except to the extent that all such reductions or changes to an interest would not result in a Material Adverse Effect on Kenorland.

Royalty interests on Kenorland Assets include:

- 1% NSR royalty on Seguro Projects Inc. claims within the Tanacross Project (full buydown if advance royalty payments of $50,000 a year are paid)
- 1% NSR royalty in favour of Freeport-McMoRan Mineral Properties Inc. on all claims comprising the Tanacross Project (with 0.5% buydown option)
- 1-2% NSR royalties on certain Chebistuan Project claims in favour of underlying vendors (with buydown rights for one-half of royalties)
- 2% NSR royalty on certain claims within the Frotet Gold Project in favour of O3 Mining Inc. (with 1% buydown option).