

**55 NORTH MINING INC.**

**NOTICE OF MEETING**

**AND**

**MANAGEMENT INFORMATION CIRCULAR**

**FOR THE**

**ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS**

**TO BE HELD ON**

**August 10, 2020**

**DATED AS OF JULY 7, 2020**

## 55 NORTH MINING INC.

401 Bay Street, Suite 2702  
Toronto, Ontario, M5H 2Y4

### NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS TO BE HELD ON AUGUST 10, 2020

NOTICE is hereby given that the annual and special meeting (“**Meeting**”) of the holders of common shares (the “**Common Shares**”) of 55 North Mining Inc. (the “**Company**”) will be held in Toronto, Ontario, at 401 Bay Street, Suite 2702, on the 10<sup>th</sup> day of August 2020, at 3:00 p.m. (Toronto time) for the following purposes:

- 1) to receive the audited financial statements of the Company for the financial year ending December 31, 2019 and the auditor’s report thereon;
- 2) to elect the directors of the Company to hold office until the next annual meeting of the shareholders (“**Shareholders**”) of the Company or until their successors are elected or appointed;
- 3) to consider, and if deemed advisable, to pass with or without variation, a resolution to re-appoint Scarrow & Donald LLP, as auditor of the Company for the ensuing year and authorize the directors to fix the auditor’s remuneration;
- 4) to consider, and if thought appropriate, to pass, with or without variation, a special resolution to approve the sale of the Company’s interest in the Edleston Gold Property, to European Cobalt Ltd. as more particularly described in the Circular;
- 5) to consider, and, if thought appropriate, to pass, with or without variation, a special resolution pursuant to Section 173 (1) (h) of the C.B.C.A. authorizing an amendment to the articles of the Corporation to effect a consolidation of the issued and outstanding common shares of the Corporation on the basis of one (1) post-consolidation common share for ten and 13/100 (10.13) pre-consolidation common shares as more particularly described in the Circular;
- 6) to consider and, if thought appropriate, to pass, with or without variation, a resolution to approve the amalgamation of the Subco with 2552883 Ontario Inc. and the issuance of the Exchange Shares as described in the Circular;
- 7) to consider, and if thought appropriate, to pass, with or without variation, a resolution to approve the Company’s stock option plan; and
- 8) to transact such other business as may properly come before the Meeting or any adjournment thereof.

A copy of the Management Information Circular dated July 7, 2020 (the “**Circular**”) and a form of proxy (“**proxy**”) for the Meeting accompany this Notice.

**The record date for the determination of Shareholders entitled to receive notice of and to vote at the Meeting is July 6, 2020 (the “Record Date”). Shareholders of the Company whose names have been entered in the register of Shareholders at the close of business on that date will be entitled to receive notice of and to vote at the Meeting.**

A registered shareholder may attend the Meeting in person or may be represented by proxy. Shareholders who are unable to attend the Meeting or any adjournment thereof in person are requested to date, execute, and return the accompanying form of proxy for use at the Meeting or any adjournment thereof. To be effective, the enclosed proxy must be mailed so as to reach or be deposited with TSX Trust Company 301-100 Adelaide Street West, Toronto, Ontario, M5H 4H1 or by email to [tmxproxysupport@tmx.com](mailto:tmxproxysupport@tmx.com), by 3:00 p.m. on August 8, 2020 or not later than forty-eight (48) hours (excluding Saturdays, Sundays and holidays in the Province of Ontario) preceding the time of the Meeting in the event of any adjournment or postponement thereof.

Shareholders may beneficially own common shares that are registered in the name of a broker, another intermediary or an agent of that broker or intermediary (“**Non-Registered Shareholders**”). Without specific instructions, intermediaries are prohibited from voting shares for their clients. If you are a Non-Registered Shareholder, it is vital that the voting instruction form provided to you by your broker, intermediary or its agent is returned according to their instructions sufficiently in advance of deadline specified by the broker, intermediary or its agent to ensure they are able to provide voting instructions on your behalf.

The persons named in the enclosed form of proxy are each a director and/or officer of the Company. Every shareholder has the right to appoint a person or company (who need not be a shareholder) to represent the shareholder at the Meeting other than the persons designated in the enclosed form of proxy. If the shareholder wishes to appoint a person or company other than the persons whose names are designated in the form of proxy, they may do so by inserting the name of the shareholder’s chosen proxyholder in the space provided in the form of proxy.

**The instrument appointing a proxy shall be in writing and shall be executed by the shareholder or his attorney authorized in writing or, if the shareholder is a corporation, under its corporate seal by an officer or attorney thereof duly authorized.**

**DATED** at Toronto, Ontario this 7<sup>th</sup> day of July 2020.

**BY ORDER OF THE BOARD OF DIRECTORS**

“Bruce Reid”  
Bruce Reid  
Chief Executive Officer

## INDEX

<b>Solicitation of Proxies.</b>	1.
<b>Appointment and Revocation of Proxies.</b>	2.
<b>Advice to Beneficial Shareholders.</b>	2.
<b>Provisions relating to voting of Proxies..</b>	4.
<b>Interest of Certain Persons in Matters to Be Acted Upon.</b>	4.
<b>Description of Share Capital</b>	4.
<b>Voting Securities Record Date &amp; Principal holders voting of Securities</b>	4.
<b>Statement of Executive Compensation . .</b>	4.
<b>Business of the Meeting</b>	9.
<b>Approval of Financial Statements .</b>	9.
<b>Election of Directors.</b>	10.
<b>Appointment of Board of Auditors</b>	14.
<b>Approval of Sales of Edleston Property to European Cobalt.</b>	14.
<b>Approval of Business Combination with 2552883 Ontario Inc.</b>	15.
<b>Re-Approval of Stock Option Plan</b>	17.
<b>DISCLOSURE Material re Edleston Sale</b>	19.
<b>DISCLOSURE Material re Business Combination</b>	22.
<b>Corporate Governance material .</b>	32.
<b>Approval by the Board</b>	34.
<b>Schedule “A” – Audit Committee Charter</b>	35.
<b>Schedule “B” – Stock Option Plan</b>	38.
<b>Schedule “C” -Binding Terms Sheet with European Cobalt Ltd.</b>	39.
<b>Schedule “D”- Fairness Opinion of Bordeaux Capital Inc. concerning the Edleston Sale</b>	40.
<b>Schedule “E” – Rights of Dissent under the CBCA</b>	41.
<b>Schedule “F” - Letter agreement dated June 20, 2020 between the Company and 2552883</b>	46.
<b>Exhibit “G” – Fairness Opinion of Harris Capital Corporation re the Business combination</b>	47.
<b>Exhibit “H” – Amalgamation Agreement</b>	48.

# 55 NORTH MINING INC.

401 Bay Street, Suite 2702  
Toronto, Ontario, M5H 2Y4

## MANAGEMENT INFORMATION CIRCULAR

FOR THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS OF

TO BE HELD ON AUGUST 10, 2020

This management information circular (this “**Circular**”) is being furnished in connection with the solicitation, by management of 55 North Mining Inc. (“**55 North**” or the “**Company**”), of proxies for the annual and special meeting (the “**Meeting**”) of shareholders (the “**Shareholders**”) of the Company to be held on Thursday, August 10, 2020 at the registered office of the Company located at 401 Bay Street, Suite 2702, Toronto, Ontario, M5H 2Y4 at 3:00 p.m. (Toronto time) and at any adjournment thereof for the purposes set forth in the enclosed notice of meeting (the “**Notice**”).

Unless otherwise indicated, the information contained in this Circular is given as at July 7<sup>th</sup>, 2020.

Unless otherwise indicated, all references to “dollars” or “\$” means Canadian dollars.

### SOLICITATION OF PROXIES

Although, it is expected that management’s solicitation of proxies for the Meeting will be made primarily by mail, proxies may be solicited by directors, officers and employees of the Company personally or by telephone, fax, email or other similar means of communication. **This solicitation of proxies for the Meeting is being made by or on behalf of the directors and management of the Company and the Company will bear the costs of this solicitation of proxies for the Meeting.**

In accordance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), arrangements have been made with the transfer agent, investment dealers, intermediaries, custodians, depositories and depository participants and other nominees to forward solicitation materials to the beneficial owners of the common shares (the “**Common Shares**”) of the Company. The Company will provide, without any cost to such person, upon request to the Chief Executive Officer of the Company, additional copies of the foregoing documents for this purpose.

### APPOINTMENT AND REVOCATION OF PROXIES

**The persons named in the form of proxy accompanying this Proxy Circular are Bruce Reid or, failing him, Julio DiGirolamo.**

**A Shareholder has the right to appoint a person (who need not be a Shareholder) other than the persons named in the form of proxy accompanying this Proxy Circular to represent him or her at the Meeting.** Such right may be exercised by inserting in the space provided for that purpose on the enclosed form of proxy the name of the person to be designated and striking out the names of the persons named in the form of proxy and inserting the name of the person to be appointed as proxyholder in the blank space provided on the form of proxy, or by completing another proper form of proxy. Such Shareholder should notify the nominee of the appointment, obtain his consent to act as proxy and should provide instructions on how the Shareholder's Common Shares are to be voted. In any case, the form of proxy should be dated and executed by the Shareholder or an attorney authorized in writing, with proof of such authorization attached where an attorney has executed the form of proxy.

A form of proxy will not be valid for the Meeting or any adjournment thereof unless it is completed and deposited with TSX Trust Company, 301-100 Adelaide Street West, Toronto, Ontario, M5H 4H1, or by email to [tmxproxysupport@tmx.com](mailto:tmxproxysupport@tmx.com) or by facsimile to 416-595-9593 on or before 3:00 p.m. on August 8, 2020 or not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting or any

adjournment thereof. A Proxy given by a Shareholder for use at the Meeting may be revoked at any time prior to its use. In accordance with section 148(4) of the Act, in addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing executed by the Shareholder or by his attorney authorized in writing or, if the Shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized, and deposited either at TSX Trust Company, 301-100 Adelaide Street West Toronto, Ontario, M5H 4H1 at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used, or with the Chairman of the Meeting on the day of the Meeting, or any adjournment thereof.

### ADVICE TO BENEFICIAL SHAREHOLDERS

**The information in this section is of significant importance to public shareholders of the Company since most public shareholders do not hold shares in their own name. Shareholders who do not hold their Common Shares in their own name (referred to herein as “Beneficial Shareholders”) are advised that only Proxies from shareholders of record can be recognized and voted upon at the Meeting.** If shares are listed in the account statement provided to the shareholder by a broker, then in almost all cases those shares will not be registered in the shareholder’s name. Such shares are more likely held under the name of the broker or a broker’s agent clearing house. Applicable corporate law provides that Beneficial Shareholders may request that the Beneficial Shareholder or the Beneficial Shareholder’s nominee be appointed as the proxyholder for such shares. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities which acts as nominee for many Canadian brokerage firms). Common Shares held by brokers or their nominees can only be voted (for or against or withheld, as applicable) upon the instructions of the Beneficial Shareholder. Without specific instructions, the brokers/nominees are prohibited from voting shares for their clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate person in advance of the Meeting.**

The Requisitioner does not know whom the shares registered to CDS & Co. are held for. Therefore, Beneficial Shareholders cannot be recognized by the Company at the Meeting. In order to ensure that their shares are voted at the Meeting, Beneficial Shareholders should carefully follow the return instructions. Often, the form of proxy supplied to Beneficial Shareholders by their brokers is identical to that provided to registered Shareholders, however, its purpose is limited to instructing the brokers/registered shareholder how to vote on behalf of the Beneficial Shareholder. The majority of the brokers now delegate the job of obtaining instructions from clients and voting shares according to their client’s instructions to a corporation named Broadridge Financial Solutions, Inc. (“**Broadridge**”) in Canada. Broadridge typically mails proxy instruction forms to the Beneficial Shareholders and asks Beneficial Shareholders to return these proxy instruction forms to Broadridge, which may be by mail, by internet or by telephone. Broadridge then tabulates the results of all instructions received and then votes the shares to be voted at the Meeting according to the instructions received. **A Beneficial Shareholder receiving a voting instruction form from Broadridge cannot use that voting instruction form to vote shares at the Meeting. The voting instruction form must be returned to Broadridge well in advance of the Meeting in order to have the shares voted.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of his broker (or an agent of the broker), a Beneficial Shareholder may attend at the Meeting as proxyholder for the registered Shareholder and vote the Common Shares in that capacity. Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as proxyholder for the registered Shareholder, should enter their own names in the blank space on the voting instruction form provided to them and return the same in accordance with the instructions provided, well in advance of the Meeting.

All references to shareholders in this Proxy Circular and the accompanying proxy and Notice are to shareholders of record unless specifically stated otherwise. Where documents are stated to be available for review or inspection, such items will be shown upon request to registered shareholders that produce proof of their identity.

### DISTRIBUTION OF SECURITYHOLDER MATERIALS TO NON-OBJECTING BENEFICIAL OWNERS

These securityholder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

## PROVISIONS RELATING TO VOTING OF PROXIES

The Common Shares represented by proxy in the enclosed form will be voted or withheld from voting by the designated proxy holder in accordance with the instructions of the Shareholder appointing him. If there is no direction by the Shareholder, those Common Shares will be voted for all proposals set out in the form of proxy. The form of proxy gives the person named in it the discretion to vote as they see fit on any amendments or variations to matters identified in the Notice, or any other matters, which may properly come before the Meeting. At the time of the printing of this Proxy Circular, the management of the Company knows of no other matters which may come before the Meeting other than those referred to in the Notice.

### INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Except as disclosed herein, no Director or Senior Officer of the Company nor proposed nominee for election of Director, nor each of their respective associates or affiliates, are aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than the election of directors.

### VOTING SECURITIES, RECORD DATE AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Common Shares. Each Share entitles the holder of record to notice of and one vote on all matters to come before the Meeting. No group of Shareholders has the right to elect a specified number of directors nor are there cumulative or similar voting rights attached to the Common Shares of the Company.

The directors of the Company have fixed July 6, 2020, as the record date (the “**Record Date**”) for determination of the persons entitled to receive notice of the Meeting. Shareholders of record as of the Record Date are entitled to vote their Common Shares except to the extent that they have transferred the ownership of any of their Common Shares after the Record Date, and the transferees of those Common Shares produce properly endorsed share certificates or otherwise establish that they own the Common Shares, and demand, not later than ten (10) days before the Meeting, that their name be included in the shareholder list before the Meeting, in which case the transferees are entitled to vote their Common Shares at the Meeting.

As of the date of this Circular, 79,348,050 Common Shares are issued and outstanding.

To the knowledge of the management of the Company, based on publicly available information, as at the Record Date, no person had ownership or control over more than 10% of the outstanding common shares of the Company, other than the 1911 Gold Canada Corporation, (formerly known as Havilah Mining Corporation and previously Klondex Canada Ltd.), which owns or controls 17,682,418 common shares, which represents 22.28% of the issued common shares of the Company.

## STATEMENT OF EXECUTIVE COMPENSATION

### Interpretation

National Instrument 51-102 - *Continuous Disclosure Obligations* (“**NI 51-102**”) defines “Executive Officer” to mean, for a reporting issuer, an individual who is,

- (a) the chair, vice-chair, or president;
- (b) a chief executive officer or chief financial officer;
- (c) a vice-president in charge of a principal business unit, division or function including sales, finance, or production, or
- (d) performing a policy-making function in respect of the issuer.

Form 51-102F6 - *Statement of Executive Compensation* (in respect of financial years ending on or after December 31, 2008) (“**Form 51-102F6**”) further provides the following:

- (a) “CEO” means each individual who acted as chief executive officer of the Company or acted in a similar capacity, for any part of the most recently completed financial year;
- (b) “CFO” means each individual who acted as chief financial officer of the Company or acted in a similar capacity for any part of the most recently completed financial year;
- (c) “Named Executive Officers” or “NEOs” means the following individuals:
  - (i) CEO;
  - (ii) CFO;
  - (iii) each of the Company’s three most highly compensated executive officers, other than the CEO and CFO at the end of the most recently completed financial year whose total compensation, individually, exceeds \$150,000; and
  - (iv) each individual who would be a NEO under (iii) except that the individual was neither an executive officer of the Company nor acting in a similar capacity at the end of that financial year.

## **COMPENSATION DISCUSSION AND ANALYSIS**

The purpose of this Compensation Discussion and Analysis is to provide information about our executive compensation objectives and processes and to discuss compensation decisions relating to 55 North’s NEOs listed in the Summary Compensation Table that follows.

During our fiscal year ended December 31, 2019, the following individuals were 55 North’s NEOs:

- Bruce Reid, Chairman, President and Chief Executive Officer (since January 10, 2017); and
- Julio DiGirolamo, Chief Financial Officer (since January 10, 2017).

55 North is a mineral exploration and development company engaged in the acquisition, exploration, and evaluation of mineral properties. 55 North has no significant revenues from operations and has, since its incorporation, operated administratively with limited financial resources to ensure that funds are available to complete scheduled exploration and drilling programs. As a result, our Board of Directors has to consider not only the financial situation of 55 North at the time of determination of executive compensation, but also the estimated financial situation of 55 North in the mid- and long-term. An important element of executive compensation is that of incentive stock options, which do not require cash disbursement by 55 North.

Additional information about 55 North and its operations is available in our audited financial statements and Management’s Discussion & Analysis for the year ended December 31, 2019, which have been electronically filed with regulators and are available for viewing under 55 North’s Issuer Profile at the Canadian System for Electronic Document Analysis and Retrieval (SEDAR) at [www.sedar.com](http://www.sedar.com).

### **Compensation Objectives and Principles**

The primary goal of our executive compensation process is to attract and retain the key executives necessary for our long-term success, to encourage executives to further the development of 55 North and our operations, and to motivate qualified and experienced executives. The key elements of executive compensation awarded by 55 North are: (i) base salary; (ii) potential annual incentive award; and (iii) incentive stock options. Our directors are of the view that all of these elements should be considered when determining executive compensation, rather than any single element.

### **Compensation Process**

55 North’s Board of Directors, as a whole, is responsible for determining all forms of compensation, including long-term incentives in the form of stock options to be granted to our Named Executive Officers, as well as to our directors,



and for reviewing the recommendations respecting compensation for any other officers of 55 North from time to time, to ensure such arrangements reflect the responsibilities and risks associated with each position. When determining compensation, the Board of Directors considers: (i) recruiting and retaining executives critical to 55 North's success and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and our Shareholders; and (iv) rewarding performance, both on an individual basis and with respect to our operations in general.

### **Base Salary and/or Consulting Fees**

55 North is an exploratory stage mining company and does not anticipate generating revenues from operations for a significant period of time. As a result, the use of traditional performance standards, such as corporate profitability, is not considered by our Board of Directors to be appropriate in the evaluation of corporate or Named Executive Officer performance. The compensation of our executive officers is based, in substantial part, on industry compensation practices, trends in the mining industry, as well as achievement in raising capital and follow through on 55 North's business plans and objectives.

55 North provides Named Executive Officers with base salaries and/or consulting fees, which represent their minimum compensation for services rendered during the fiscal year. Named Executive Officers' base salaries or consulting fees depend on the scope of their experience, responsibilities, leadership skills and performance. Base salaries and/or consulting fees are reviewed annually by our Board of Directors. In addition to the above factors, decisions regarding salary or consulting fee amounts are impacted by each Named Executive Officers' current salary or fee, general industry trends and practices competitiveness, and 55 North's existing financial resources.

### **Option Based Awards**

Options to purchase common shares of 55 North are intended to align the interests of our directors and executive officers with those of our Shareholders, to provide a long term incentive that rewards these individuals for their contribution to the creation of shareholder value, and to reduce the cash compensation 55 North would otherwise have to pay. 55 North's Stock Option Plan is administered by our Board of Directors. In establishing the number of the incentive stock options to be granted to our Named Executive Officers, our Board of Directors considers the level of effort, time, responsibility, ability, experience and level of commitment of the executive officer in determining the level of incentive stock option compensation. Further, the Board of Directors also takes into account previous grants of options, the overall number of options that are outstanding relative to the number of outstanding common shares and the amount and term of any such grants.

See "Incentive Plan Awards – Outstanding Option-Based and Share-Based Awards" below, as well – Business of the Meeting – Annual Approval of Stock Option Plan and Securities Authorized for Issuance Under Equity Compensation Plans.

### **Benefits and Perquisites**

55 North does not, as of the date of this Circular, offer any benefits or perquisites to its Named Executive Officers other than entitlement to incentive stock options as otherwise disclosed and discussed herein.

### **Risks Associated with 55 North's Compensation Practises**

55 North's Board of Directors has not considered the implications of any risks to 55 North associated with decisions regarding compensation of 55 North's executive officers.

### **Hedging by Named Executive Officers or Directors**

55 North has not, as yet, adopted a policy restricting its executive officers and directors from purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity securities granted or awarded as compensation or held, directly or indirectly, by executive officers or directors.

## SUMMARY COMPENSATION TABLE

The following table provides a summary of the compensation earned by, paid to, or accrued and payable to, our Named Executive Officers during the fiscal years ended December 31, 2019, 2018 and 2017. Amounts reported in the table below are in Canadian dollars.

Name and principal position	Fiscal Year ended Dec 31	Salary/Fee (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)			All other compensation (\$)	Total Compensation (\$)
					Annual incentive plans	Long-term incentive plans	Pension value (\$)		
Bruce Reid <sup>(1)</sup> <i>President &amp; Chief Executive Officer</i>	2019	200,000 <sup>(3)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	200,000
	2018	Nil	N/A	N/A	N/A	N/A	N/A	N/A	Nil
	2017	Nil	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Julio DiGirolamo <sup>(2)</sup> <i>Chief Financial Officer</i>	2019	175,000 <sup>(3)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	175,000
	2018	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2017	50,000	N/A	N/A	N/A	N/A	N/A	N/A	50,000

<sup>(1)</sup> Mr. Reid served as Chief Executive Officer and has served as a director from January 10, 2017.

<sup>(2)</sup> Mr. DiGirolamo served as Chief Financial Officer from January 10, 2017.

<sup>(3)</sup> The fees were paid in common shares as part of the shares for debt settlement at a deemed price of \$0.04 per Common Share on November 14, 2019.

### *Incentive Plan Awards – Outstanding Option-Based Awards and Share-Based Awards*

The following table sets out details of option-based awards granted to the Named Executive Officers by 55 North that were outstanding as at the fiscal year ended December 31, 2019.

Named Executive Officer	Option-based Awards outstanding at December 31, 2019				Share-based Awards outstanding at December 31, 2019		
	Number of shares underlying unexercised options (#)	Option exercise price per common share (\$)	Option expiry date	Value of unexercised in-the-money options (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Bruce Reid	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Julio DiGirolamo	475,000	0.05	07-Oct-24	Nil	N/A	N/A	N/A

### ***Incentive Plan Awards – Value Vested or Earned During the Year***

The value of options vested is represented by the aggregate dollar value that would have been realized if options had been exercised on the vesting date – that is, the difference between the market price of the underlying shares and the option exercise price on the vesting date. The value of options exercised is the difference between the option exercise price and the market price of the underlying security on the date of exercise.

No options have been granted to the Company’s Named Executive Officers or anyone else. There are currently no option-based awards outstanding.

<b>Named Executive Officer</b>	<b>Option-based awards – Value vested during the year (\$)</b>	<b>Share-based awards - Value vested during the year (\$)</b>	<b>Non-equity incentive plan compensation – Value earned during the year (\$)</b>
Bruce Reid	Nil	N/A	N/A
Julio DiGirolamo	Nil	N/A	N/A

### **TERMINATION AND CHANGE OF CONTROL BENEFITS**

As of the date of this Circular, 55 North is not a party to any contract, agreement, plan or arrangement with its Named Executive Officers that provide for payments to NEOs at, following, or in connection with any termination (whether voluntary, involuntary or constructive), resignation or retirement, or as a result of a change in control of 55 North or a change in a NEO’s responsibilities.

### **DIRECTOR COMPENSATION**

The following table sets forth information concerning the compensation in respect of the directors of the Company, other than the Named Executive Officers who may also serve as directors, during the financial year ended December 31, 2019. For details of the compensation for Bruce Reid, see the disclosure above in the “Summary Compensation Table”.

<b>Name of Director</b>	<b>Director Fees earned<sup>(1)</sup> (\$)</b>	<b>Share-based awards (\$)</b>	<b>Option-based awards (\$)</b>	<b>Non-equity incentive plan compensation (\$)</b>	<b>Pension value (\$)</b>	<b>All other compensation (\$)</b>	<b>Total (\$)</b>
William Ferreira	20,000	N/A	Nil	Nil	Nil	Nil	20,000
Dan Hrushewsky	20,000	N/A	Nil	Nil	Nil	Nil	20,000
K. Sethu Raman	20,000	N/A	Nil	Nil	Nil	Nil	20,000
Brien Sirola <sup>(2)</sup>	20,000	N/A	Nil	Nil	Nil	Nil	20,000

<sup>(1)</sup> The fees were paid in common shares as part of the shares for debt settlement at a deemed price of \$0.04 per Common Share on November 14, 2019.

<sup>(2)</sup> Mr. Sirola served as a director until July 3, 2020.

### ***Incentive Plan Awards - Outstanding Option-Based Awards***

The following table sets out details of option-based awards granted to non-executive directors by 55 North that were outstanding at the fiscal year ended December 31, 2019.

Name	Option-based Awards outstanding at December 31, 2019				Share-based Awards outstanding at December 31, 2019		
	Number of common shares underlying unexercised options (#)	Option exercise price per common share (\$)	Option expiry date	Value of unexercised in-the-money options (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
William Ferreira	300,000	0.05	07-Oct-24	Nil	N/A	N/A	N/A
Dan Hrushewsky	300,000	0.05	07-Oct-24	Nil	N/A	N/A	N/A
K. Sethu Raman	300,000	0.05	07-Oct-24	Nil	N/A	N/A	N/A
Brien Sirola	300,000	0.05	07-Oct-24	Nil	N/A	N/A	N/A

***Incentive Plan Awards – Value Vested or Earned During the Year***

The value of options vested is represented by the aggregate dollar value that would have been realized if options had been exercised on the vesting date – that is, the difference between the market price of the underlying shares and the option exercise price on the vesting date. The value of options exercised is the difference between the option exercise price and the market price of the underlying security on the date of exercise. No value vested or was earned by 55 North’s executive officers or directors during 55 North’s year ended December 31, 2019, as a result of stock options vesting or being exercised.

Name	Option-based awards – Value vested during the year (\$)	Share-based awards - Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
William Ferreira	Nil	N/A	N/A
Dan Hrushewsky	Nil	N/A	N/A
K. Sethu Raman	Nil	N/A	N/A
Brien Sirola	Nil	N/A	N/A

**BUSINESS OF THE MEETING**

**I. Approval of Audited Financial Statements**

The Company’s audited financial statements for the fiscal year ended March 31, 2019, and the report of the auditors thereon, have been filed on [www.sedar.com](http://www.sedar.com) and have been sent to registered and beneficial shareholders who have requested copies thereof using the request form accompanying this Circular and will be submitted to the meeting of Shareholders. Receipt at the Meeting of the auditors’ report and the Company’s financial statements for this fiscal period will not constitute approval or disapproval of any matters referred to therein, and no action is required to be taken by Shareholders thereon.

## II. Election of Directors

Shareholders will be asked to elect five (5) directors at the Meeting. Each director elected will hold office until the close of the next annual meeting of the Shareholders or until his successor is appointed or elected.

The following table and the notes thereto set out the names of each nominee for election as a director of the Company as well as their province of residence, principal occupation, business or employment, the year they first became a director of the Company and the approximate number of voting securities of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised by each of them as of the date hereof.

Name, Position, Province of Residence	Director Since	Principal Occupation during the Past Five Years	# of Common Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised
<b>William Ferreira</b> Winnipeg, MB, Canada	11/2011	President of W. S. Ferreira Ltd., an exploration company	730,116
<b>Dan Hrushewsky</b> Toronto, ON, Canada	03/2019	Consultant to 55 North Mining Inc., Satori Resources Inc. (since 2019), Executive Vice President of Bunker Hill Mining Corp. (2017-2018), Consultant to various mining companies, funds, and private investors (2013-2016)	500,000
<b>K. Sethu Raman</b> Toronto, ON, Canada <sup>(1)</sup>	08/2012	Independent mining consultant to corporations, equity funds and private investors	700,000
<b>Bruce Reid</b> Toronto, ON, Canada <sup>(1)</sup>	01/2018  Also 8/2015 to 5/2016	Chairman of Idaho Champion Gold Mines Canada Inc (since 2018), President, CEO and Chairman of Bunker Hill Mining Corp. (2017-2018); President and CEO/Chairman of Carlisle Goldfields Limited (2009-2016); President and CEO of Satori Resources Inc. (2015-2016); Executive Chairman of Satori (2016 – current)	5,000,000
<b>Alka Singh</b> Toronto, ON, Canada	Nominee Director	Business consultant providing research and analysis to the mining industry including project valuation and investment analysis.	Nil

(1) Member of Audit Committee

### Director Profiles

Further biographical information with respect to each nominee for election as a director is set forth below:

#### *William Ferreira*

Mr. Ferreira is a current director of the Company and an exploration geologist with over 30 years' experience in gold, base-metal, and diamond exploration in Canada. Mr. Ferreira holds a Master of Science degree from the University of Manitoba and a Bachelor of Science degree from the University of Minnesota, Duluth. Mr. Ferreira's employment experience includes work for Noranda Exploration Canada, Esso Minerals Canada, Getty Mines, Falconbridge Ltd., Granges Exploration, Canmine Resources Corp., and San Gold Corp. Mr. Ferreira is past president of the Manitoba Prospectors and Developers Association. Mr. Ferreira is currently a member of the Association of Professional Engineers and Geoscientists of the Province of Manitoba and is a director of another publicly listed company. William served on the audit committee of 55 North Mining Inc.

### ***Dan Hrushewsky***

Mr. Hrushewsky is a Mechanical Engineer (University of Toronto), MBA, and is a Chartered Financial Analyst (CFA). He has more than 30 years of experience in the mining industry, including M&A/corporate development with several multinational gold and base metal producers. His experience in mining finance includes mining project finance for a Canadian bank; and mining equity finance for a precious metals fund, a private equity fund, and two investment dealers.

### ***K. Sethu Raman***

Dr. K. Sethu Raman is a serial mine finder and a successful entrepreneur with more than 46 years of international experience in all phases of exploration, mine development, acquisitions, and operations as well as experience in financial and legal areas. He has pioneered many new exploration concepts and strategies which have led to the discovery of eleven significant gold, silver, copper, zinc, phosphate and uranium deposits located near established mining camps, seven of which went on to become producing gold mines in Canada. As President and CEO of Holmer Gold Mines Ltd (1985-2004) and Director and Advisor to Lake Shore Gold Corp (2004-2016), Dr. Raman has been the driving force behind the discovery and development of the Timmins West Gold Mine Trend in a previously unknown faulted extension of the Timmins Mining Camp. This Trend hosts several gold deposits and profitable mines operated by Lake Shore Gold with an annual production of 180,000 ounces of gold in 2015. On April 1, 2016 Lake Shore accepted a friendly \$945M takeover offer by Tahoe Resources Inc.

Dr. Raman previously spent 13 years with Campbell Chibougamau Mines/Campbell Resources, Royex Gold Mining and International Corona Resources Group of companies controlled by Ned Goodman. He joined as a Research Geologist and held various management positions including Vice President from 1980 to 1986. Here he played a key role in the discovery and development of six gold mines in Quebec, Ontario, and the Canadian Arctic. Subsequently these companies were sold to Home Stake Mining (now Barrick Gold) and Patino Mining Corp. He holds a Ph.D. in Geology from Carleton University and a UNESCO Post-Graduate Diploma from the University of Vienna, Austria.

### ***Bruce Reid***

Mr. Reid is the President and Chief Executive Officer of 55 North Mining Inc., as well as a Director. Mr. Reid was previously the Chairman, President and Chief Executive Officer of Carlisle Goldfields from January 2010 until January 2016 when the Company was purchased by Alamos Gold Inc. Mr. Reid is also currently the Chairman and a Director of Idaho Champion Gold Mines Canada Inc. and several other public mining companies. Mr. Reid was also the Founder, President and Chief Executive Officer of U.S. Silver Corp. from June 2005 to November 2008. Previous to this Mr. Reid was intimately involved in the start-up and successful build and sale of numerous Mining Companies such as Western Goldfields, Patricia Mining and High Plains Uranium. Mr. Reid also has extensive experience in Corporate Finance and Mining Investment Research with a 20-year career in the investment business with such firms as Nesbitt Thomson, Loewen Ondaatje McCutcheon, and Yorkton Securities. Mr. Reid combines all this with direct practice as an Exploration Geologist working on projects in the Canadian North during the 1970s and early 1980s. His background of more than 35 years of direct and indirect experience in the mining and mineral exploration industry follows graduation with a B.Sc. in Geology from the University of Toronto in 1979 and a finance degree from the University of Windsor in 1982.

### ***Alka Singh***

Ms. Singh is an independent business analyst providing project valuation and investment analysis with a focus on mining assets. Ms Singh was granted a B.Sc. by Benaras Hindu University in India and holds an M.B.A. granted by the Schulich School of Business at York University. Ms. Singh has more than 15 years of experience in capital markets and the mining industry. She has held senior positions as a mining equity research analyst with leading brokerage firms in both Toronto and New York City. Ms. Singh is a member of the Prospectors and Developers Association of Canada.

### **Additional Information Regarding the Directors**

Each of the Directors has consented to being named as a nominee in this Circular. It is not contemplated that any of the nominees will be unable to stand for election to the Board of Directors of the Company or to serve as a director, if elected. If for any reason, any of the nominees do not stand for election or are unable to serve as such, proxies in favour of the nominees will be voted for another nominee in the discretion of the persons named in the enclosed form of proxy or VIF unless the Shareholder has specified in his proxy that his Common Shares are to be withheld from voting in the election of the directors.

### **Other Boards of Reporting Issuers**

The following directors of the Company presently serve as directors of other reporting issuers as follows:

<b>Director</b>	<b>Reporting Issuer</b>
William Ferreira	Arctic Star Exploration Corp.
Dan Hrushewsky	XAU Resources Inc.
K. Sethu Raman	Northern Graphite Corporation
Bruce Reid	Idaho Champion Gold Mines Canada Inc., Canuc Resources Corp., KWG Resources Inc.
Alka Singh	N/A

### **Cease Trade Orders and Bankruptcies**

Other than as disclosed below, to the knowledge of the Company, no director is, as at the date of this Proxy Circular, or has been, within 10 years before the date of this Circular:

- a) a director, chief executive officer or chief financial officer of any corporation that:
  - i) was subject to an order that was issued while a director was acting in the capacity as director, chief executive officer or chief financial officer; or
  - ii) was subject to an order that was issued after a director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer;
- b) a director or executive officer of any corporation that, while such person was acting in that capacity, or within a year of such person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- c) someone who became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or became subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such shareholder nominee.

For the purposes of section (a) above, the term “order” means a cease trade order, an order similar to a cease trade order or an order that denied the relevant corporation access to any exemption under securities legislation that was in effect for a period of more than 30 consecutive days, except as otherwise noted below:

#### ***William Ferreira***

Mr. Ferreira is a director the Company. The Company did not file its annual financial statements and annual MD&A for the fourth quarter ended December 31, 2015 on time. On May 9, 2016, the Manitoba Securities Commission (“MSC”) issued a Cease Trade Order for failing to file the documents within the required time period. Upon revocation of the Cease Trade Order, the Company’s shares will remain suspended until the Company meets TSX Venture

Exchange requirements. Members are prohibited from trading in the securities of the companies during the period of the suspension or until further notice.

#### ***K. Sethu Raman***

Mr. Raman is a director the Company. The Company did not file its annual financial statements and annual MD&A for the fourth quarter ended December 31, 2015 on time. On May 9, 2016, the Manitoba Securities Commission (“MSC”) issued a Cease Trade Order for failing to file the documents within the required time period. Upon revocation of the Cease Trade Order, the Company’s shares will remain suspended until the Company meets TSX Venture Exchange requirements. Members are prohibited from trading in the securities of the companies during the period of the suspension or until further notice.

Mr. Raman was a director of Zara Resources Inc. (“Zara”), a company listed on the CSE, between June 24, 2013, and May 27, 2016. On September 13, 2013, issuer take-over bids initiated by Zara was subject to a cease trade order (“CTO”) issued by the Bureau de Decision et de Revision (Quebec). The cease trade order was issued pending correction and translation of all offer documents into French and review by staff of the Autorité des marchés financiers (“AMF”). On May 14, 2014, Zara issued a press release stating that it had terminated its take-over bids, but the CTO was not lifted.

Mr. Raman was a director of Red Crescent Resources Limited (formerly Nico Mining Limited) (“Red Crescent”) between August 21, 2009 and March 31, 2014. On April 8, 2014, Red Crescent was subject to a temporary CTO issued by the BCSC and reciprocated by the ASC and the OSC. The CTO was issued in connection with failure to file its (i) audited annual financial statements for the year ended December 31, 2013; (ii) management’s discussion and analysis relating to the audited annual financial statements for the year ended December 31, 2013; (iii) annual information form for the year ended December 31, 2013; and (iv) certification of the foregoing filings as required by National Instrument 52-109 – *Certification of Disclosure in Issuers’ Annual and Interim Filings*. On April 21, 2014, the CTO became permanent.

#### ***Bruce Reid***

Mr. Reid is a director the Company. The Company did not file its annual financial statements and annual MD&A for the fourth quarter ended December 31, 2015 on time. On May 9, 2016, the Manitoba Securities Commission (“MSC”) issued a Cease Trade Order for failing to file the documents within the required time period. Upon revocation of the Cease Trade Order, the Company’s shares will remain suspended until the Company meets TSX Venture Exchange requirements. Members are prohibited from trading in the securities of the companies during the period of the suspension or until further notice. The Company’s shares resumed trading on the TSXV on August 14, 2019, trading for 10 days before being delisted, at the request of Management. The Company has conditional approval from the Canadian Securities Exchange to begin trading, pending compliance with certain conditions, specifically having adequate working capital. Management is currently in the process of raising capital to comply with this condition.

#### ***Alka Singh***

Ms. Singh is a proposed director of the Company. On June 19, 2012 Ms Singh signed a letter of Acceptance, Waiver and Consent in relation to allegations brought by the Financial Industry Regulatory Authority (“FINRA”) related to the allegation that Ms. Singh had attempted to procure a research fee from a publicly traded company while not registered with FINRA. In 2014, Ms. Singh entered into a settlement with the Ontario Securities Commission by agreeing to a trading ban as a result of her failure to disclose her financial interest in entities on which she wrote research reports.

#### **Penalties and Sanctions**

Except as described above, to the knowledge of the Company, as of the date of this Circular, no proposed director has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.



**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE ELECTION OF THE ABOVE-NAMED NOMINEES, UNLESS THE SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT THEREOF.** Management does not contemplate that any of the nominees will be unable to serve as a director of the Company for the ensuing year, however, **IF A NOMINEE IS FOR ANY REASON UNAVAILABLE TO SERVE AS A DIRECTOR OF THE COMPANY FOR ANY REASON AT OR PRIOR TO THE MEETING OR ANY ADJOURNMENT THEREOF, PROXIES IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE REMAINING NOMINEES AND MAY BE VOTED FOR THE ELECTION OF ANY PERSON OR PERSONS IN PLACE OF ANY NOMINEES UNABLE TO SERVE AT THE DISCRETION OF THE PERSONS NAMED IN THE ENCLOSED FORM OF PROXY.**

## **II. Appointment of Auditors**

Shareholders are being asked to re-appoint Scarrow & Donald LLP to act as auditors of the Company until the next annual meeting of Shareholders and to authorize the Board to fix their remuneration. **PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPOINTMENT OF SCARROW & DONALD LLP, AS AUDITORS OF THE COMPANY TO HOLD OFFICE UNTIL THE NEXT ANNUAL MEETING OF SHAREHOLDERS AND THE AUTHORIZATION OF THE DIRECTORS TO FIX THE AUDITORS' REMUNERATION UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE WITHHELD FROM VOTING IN RESPECT OF THE APPOINTMENT OF SCARROW & DONALD LLP.** Scarrow & Donald LLP were first appointed as auditors for the Company in 2010.

## **SPECIAL BUSINESS**

### **III. Approval of Sale of Interest in Edleston Property to European Cobalt Ltd.**

#### *General Terms of the Transaction and the Asset Sale Agreement*

The Company has entered into a letter of intent and subsequently a definitive Binding Terms Agreement dated **July 3, 2020** (the "**Agreement**") between the Company as Seller and European Cobalt Ltd. ("**European Cobalt** ") as Buyer whereby the Company has agreed to sell to European Cobalt the 100% interest in the Edleston Gold Project consisting of mining claims and mining lease located in Timmins, Ontario (the "**Edleston Property**") (the "**Transaction**").

European Cobalt is an Australia-based company that engages in the acquisition, exploration, and evaluation of resourced-based projects in Australia, Indonesia, and Europe. The Transaction contemplated herein for the acquisition of the Edleston Property is European Cobalt's first acquisition of a Canadian resource project. European Cobalt has paid a non-refundable cash payment of \$100,000.00 and, at completion, European Cobalt shall make a further cash payment of \$650,000.00 to the corporation and issue 100,000,000 common shares of European Cobalt at a deemed issue price of Australian \$ 0.02 to the Company (the "**Consideration Shares**") . The selling price for the Edleston Property was negotiated at arm's length and is supported by an opinion of Bordeaux Capital Inc. of Toronto, Ontario of the fairness of the financial terms of the Transaction. The Edleston Fairness Option is appended as Exhibit "**D**" to the Information Circular.

The **Consideration Shares** are and, at closing of the Transaction, will be listed on the Australian Securities Exchange and will be subject to a voluntary three-month escrow restricting the sale of the European Cobalt Shares.

The board of directors have stated that upon the completion of the Transaction the European Cobalt Consideration Shares received as part of the sale consideration will be distributed to the shareholders of the Company by in specie dividend to shareholders of record as at the Record Date of the meeting.

The Transaction, if approved by the Shareholders and if all other conditions to closing and actions to be taken at closing set forth in the Agreement are met, completed or, where applicable, waived, is expected to close on such date

as may be agreed upon between the Company and European Cobalt . Closing is conditional on the Transaction being approved by the Shareholders.

Accordingly, Shareholders will be asked at the Meeting to consider and, if thought fit, authorize the Transaction Resolution substantially in the form below to approve the Transaction.

**BE IT RESOLVED THAT:**

1. The execution and delivery of the Agreement between the Company and European Cobalt as same may be amended is hereby authorized, ratified, confirmed, and approved;
2. The sale of the Edleston Property by the Company to European Cobalt pursuant to the Agreement and the related transactions described therein are hereby authorized, ratified, confirmed, and approved;
3. Any director or officer of the Company be and is hereby authorized to sign on behalf of the Company, under corporate seal or otherwise, and deliver, on behalf of the Company and as a corporate act of the Company, the Agreement with such additions, deletions and amendments thereto as such director or officer may deem necessary or advisable, execution as aforesaid to be conclusive evidence of this and such director's or officer's approval;
4. Any one officer or director be and is hereby authorized for, on and in the name of the Company and as a corporate act of the Company to execute and deliver, under corporate seal or otherwise, all such other agreements, instruments, certificates, documents, directions, acknowledgements and receipts contemplated in the Agreement, and to perform and to do all such other acts and things as such director or officer in his discretion may consider to be necessary or advisable for the purposes of giving effect to these resolutions and to the Agreement;
5. Any act or thing done or performed prior to the date of these resolutions by any officer or director of the Company to give effect or to implement any of the foregoing resolutions is hereby ratified, approved and confirmed; and
6. Notwithstanding that this special resolution has been dully passed by the Shareholders, the Board be and is hereby authorized and empowered to defer acting on this special resolution to revoke this special resolution at any time before it is acted upon without further notice to or approval, ratification or confirmation by the shareholders, if it determines that the Sale is no longer in the best interests of the Company.

**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE SALE OF INTEREST IN THE EDLESTON PROPERTY, UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.**

**V RESOLUTIONS ASSOCIATED WITH THE APPROVAL OF THE BUSINESS COMBINATION WITH 2552883 ONTARIO INC.**

For corporate law purposes completion of the Business Combination requires that the shareholders (i) approve the consolidation of the common shares of the corporation and (ii) approve of the amalgamation agreement and the issue of the Exchange Shares to the shareholders of 2552883 Ontario Inc.

**Share Consolidation**

The purpose of the business combination is to enhance shareholder value for the shareholders of each of 55 North and 2552883 operating as Last Hope Resources. It is proposed that 55 North acquire all of the issued and outstanding shares of 2552883, a private issuer with active operations and significant assets, by way of a three-cornered amalgamation, pursuant to which a wholly-owned Ontario-incorporated subsidiary of 55 North will amalgamate with 2552883, with the resulting amalgamated company being a wholly-owned subsidiary of 55 North and the 2552883 Shareholders receiving one Post-Consolidation 55 North Share in exchange for each 2552883 Share. 55 North will continue as the parent corporation. 55 North has received conditional listing approval for listing on the CSE. The corresponding benefit for 2552883 shareholders would be to enable 2552883 to gain access to public markets in order to raise the necessary capital to continue exploration and development of the Last Hope Project and the acquisition, exploration and development of other mineral exploration projects in Canada, the USA or elsewhere.

As of the date hereof, the Corporation has 79,348,050 common shares issued and outstanding. In connection with its proposed business combination with 2552883, it is proposed that the Corporation consolidate its shares, which will facilitate the Corporation's ability to complete the business combination, pursue financing and pursuit the listing of the Corporation's shares on an exchange. Accordingly, management is of the view that it will be in the best interests of the Corporation to consolidate the common shares in the capital of the Corporation on the basis of one (1) post-consolidation common share for every ten and 13/100 (10.13) pre-consolidation common shares currently outstanding. No fractional shares will be issued in connection with the consolidation. If as a result of the consolidation, a shareholder becomes entitled to a fractional share, such fraction will be rounded down to the nearest whole number. Upon the share consolidation becoming effective, the 79,348,050 issued and outstanding common shares as of the date hereof are expected to be consolidated into approximately 7,832,976 issued and outstanding post-consolidation common shares.

Concurrently with the sending of this Circular, the Corporation is sending to each holder of 55 North Common Shares, a letter of transmittal (the "Letter of Transmittal") for completion, signature and return, together with such shareholder's share certificate for 55 North Shares, to the Corporation's registrar and transfer agent, TSX Trust Company. If the proposed consolidation is approved, the Corporation will file articles of amendment with the director, Industry Canada (the "Ministry") immediately prior to Subco and 2552883 Ontario Inc. filing articles of Amalgamation. Once a Certificate and Articles of Amendment and the Certificate and Articles of Amalgamation have been issued, the Corporation's registrar and transfer agent, TSX Trust Company, will send each 55 North Shareholder who has returned a properly completed Letter of Transmittal and to each 2552883 Shareholder, new certificates representing the number of Post-Consolidation 55 North Shares to which such shareholder is entitled as a result of the consolidation and the Amalgamation. No delivery of a new share certificate to a shareholder will be made until the shareholder has surrendered his, her or its current issued certificates for 55 North Shares. Until surrendered, each share certificate representing pre-consolidation common shares will be deemed for all purposes to represent the number of Post-Consolidation 55 North Shares to which such holder is entitled as a result of the consolidation. Any shareholder who has lost or misplaced a share certificate can, by following procedures mandated by the Corporation's Registrar and Transfer Agent and by securing and paying for an appropriate security bond, obtain a replacement certificate.

The Consolidation of the common shares will not give rise to a capital gain or a capital loss under the Income Tax Act (Canada) for a shareholder who holds common shares as capital property. The aggregate adjusted costs base to the shareholder of his, her or its new common shares immediately after the consolidation will be equal to the aggregate adjusted costs base of his, her or its common shares immediately before the consolidation.

The Corporation requests that its shareholders consider and if thought advisable approve a special resolution in the form set out below:

**BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:**

1. The articles of the Corporation shall be amended such that the issued and outstanding common shares in the capital of the Corporation shall be consolidated on the basis one of (1) post-consolidation common share for every ten and 13/100 (10.13) pre-consolidation common shares outstanding;
2. No fractional shares shall be issued upon the consolidation and in the case where the consolidation results in the shareholder of the Corporation otherwise becoming entitled to a fraction of a common share, a downward adjustment shall be made to the next whole number of post consolidation common shares;
3. The effective date of such consolidation shall be the date shown on the Certificate of and Articles of Amendment;
4. Any one director or officer of the Corporation be and is hereby authorized for and on behalf of the Corporation (whether under corporate seal or otherwise) to execute and deliver the Articles of Amendment to effect the foregoing resolutions and all other documents and instruments and to take all such other actions as such officer or director may deem necessary or desirable to implement the foregoing resolutions and the matter authorized hereby, such determinations to be conclusively evidenced by the execution and delivery of such documents or other instruments or the taking of any such action; and

5. Notwithstanding the approval of the shareholders to the above resolutions, the directors of the Corporation may revoke the foregoing resolutions before they are acted on without any further approval of the Shareholders.

**The foregoing resolutions must be approved by not less than 66 2/3 % of the votes cast by shareholders who vote in person or proxy in respect of the special resolution at the meeting. Proxies received by management will be voted in favour of the foregoing special resolution , unless the shareholder has specified in a proxy that his, her or its 55 North Shares are to be voted against or withheld from voting on the special resolutions.**

**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE SHARE CONSOLIDATION, UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION**

#### **APPROVAL OF AMALGAMATION AND ISSUANCE OF EXCHANGE SHARES**

Under general applicable corporate law, approval of the business combination with 2552883 and specifically the issuance of the Exchange Shares, can proceed with the only approval of the 55 North board. Except as discussed below, there is no legal requirement that the 55 North Shareholders approve the business combination, per se., nor the issuance of Exchange Shares. However, a significant element of the proposed business combination with 2552883, the consolidation of the 55 North Shares, does require shareholder approval and such approval has been sought as set out in a number of the preceding resolutions. Most significantly, the 55 North Shareholders will be asked to consider and if thought advisable, to approve the Amalgamation Agreement and the issuance of the Exchange Shares on the terms set out in the Amalgamation Agreement. This Business Combination is a “related party transaction” within the meaning of Multilateral Instrument 61-101 *Protection of Minority Shareholders in special Transactions* (MI 61-101). Bruce Reid, and Sethu Raman are directors and shareholders of the Corporation and also directors, officers, and shareholders of 2252883. The transaction is exempt from the formal valuation provisions of MI 61-101 pursuant to subsection 5.5 (b) thereof. The Corporation is seeking minority approval to the transaction.

To be effective, the resolution approving the transaction must be approved by at least a majority of the votes cast by Shareholders in person or by proxy after excluding votes cast by persons whose votes may not be included in determining minority approval pursuant to MI 61-101, which implies a majority of disinterested shareholders.

A copy of the Amalgamation Agreement is attached as Exhibit “H” and is also being filed on SEDAR and can be viewed on 55 North’s profile at [www.sedar.com](http://www.sedar.com). As of the date hereof, the anticipated number of Exchange Shares to be issued will be approximately 70,493,217 based on 79,348,050 pre-consolidation 55 North shares currently outstanding .

The form of the proposed resolution is as follows:

#### **BE IT RESOLVED THAT:**

- 1.The Amalgamation Agreement and the issuance of the Exchange Shares on the terms set out in the Amalgamation Agreement dated July 6, 2020 among the Corporation, 2552883 Ontario Inc. and Subco be and are hereby approved;
2. Any one director or officer of the Corporation be and is hereby authorized for and on behalf of the Corporation (whether under corporate seal or otherwise) to execute and deliver the Articles of Amendment to effect the foregoing resolutions and all other documents and instruments and to take all such other actions as such officer or director may deem necessary or desirable to implement the foregoing resolutions and the matter authorized hereby , such determinations to be conclusively evidenced by the execution and delivery of such documents or other instruments or the taking of any such action; and
3. Notwithstanding the approval of the shareholders to the above resolutions, the directors of the Corporation may revoke the foregoing resolutions before they are acted on without any further approval of the Shareholders

**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE BUSINESS COMBINATION , UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.**

**VI APPROVAL OF THE STOCK OPTION PLAN**

At the Meeting, the Shareholders will be asked to approve the Stock Option Plan. The following is a summary of the material terms of the Stock Option Plan. A copy of the Stock Option Plan is attached hereto as Schedule “B”.

The Stock Option Plan is administered by the Board and all option issuances are approved by the Board. The purpose of the Stock Option Plan is to advance the interests of the Company by encouraging participants in the Stock Option Plan (“Participants”) to acquire Common Shares thereby increasing their proprietary interest in the Company, encouraging them to remain associated with the Company and providing them with additional incentive in their efforts on behalf of the Company in the conduct of its affairs.

Pursuant to the Stock Option Plan, the Company may grant options to purchase Common Shares to a Director or a director of a subsidiary of the Company, a senior officer of the Company or a subsidiary of the Company, an employee of the Company or a subsidiary of the Company, management company employees of the Company or a subsidiary of the Company and consultants retained by the Company, including investor relations consultants. The Directors will set the exercise price at the time that an option is granted under the Stock Option Plan. The options will have a maximum term of five years from the date of grant. 10% of the issued and outstanding Common Shares may be reserved for issuance pursuant to the Stock Option Plan.

The Stock Option Plan provides that the number of Common Shares reserved for issuance pursuant to the Stock Option Plan in respect of all options granted to any one Participant, other than a consultant or a person employed in investor relations, together with any other previously established or proposed security compensation arrangement of the Company, at any one time shall not exceed 5% of the issued and outstanding Common Shares in the capital of the Company from time to time. The number of Common Shares reserved for issuance pursuant to the Stock Option Plan in respect of all options granted to any one Participant that is a consultant or a person involved in investor relations at any one time shall not exceed 2% of the issued and outstanding Common Shares in the capital of the Company from time to time. The Stock Option Plan also provides that the number of Common Shares reserved for issuance pursuant to the Stock Option Plan together with any other previously established or proposed security compensation arrangement of the Company, at any one time shall not exceed 10% of the issued and outstanding Common Shares in the capital of the Company from time to time.

The exercise price of the Common Shares subject to each option shall be determined by the Board at the time that the option is granted. In no event shall such exercise price be lower than the last daily closing price of the Common Shares on the day before the grant of the options. Once the exercise price has been determined by the Board, the exercise price of an option may be reduced upon receipt of the approval of the Board, provided that in the case of options held by insiders of the Company, the exercise price of an option may be reduced only if disinterested Shareholder approval is obtained.

The number of Common Shares issuable to insiders of the Company, at any time, under the Stock Option Plan and all other security-based compensation arrangements of the Company, cannot exceed 10% of the issued and outstanding Common Shares (calculated on a non-diluted basis). The number of Common Shares issued to insiders of the Company within any one year period, under the Stock Option Plan and all other security-based compensation arrangements of the Company, cannot exceed 10% of the issued and outstanding Common Shares (calculated on a non-diluted basis).

If a Participant shall cease to be a Director, a director of a subsidiary of the Company, a senior officer of the Company or a subsidiary of the Company, an employee of the Company or a subsidiary of the Company, a management company employee of the Company or a subsidiary of the Company or a consultant for any reason (other than death), such Participant may then only exercise his or her option to the extent that the Participant was entitled to exercise it at the date of such cessation, provided that such exercise must occur within 90 days after the Participant ceases to hold such office.

In the event of the death of a Participant, the options previously granted to him or her shall be exercisable only within the first year after such death and then only: (a) by the person or persons to whom the Participant's rights under the options shall pass by the Participant's will or the laws of descent and distribution; and (b) if and to the extent that such Participant was entitled to exercise the option at the date of his or her death.

Subject to any vesting restrictions imposed by the relevant exchange upon which the Common Shares are listed or applicable securities laws, the Board may, in its sole discretion, determine the time period(s) during which options shall vest and the method of vesting, or that no vesting restriction shall exist.

All benefits, rights and options accruing to any Participant in accordance with the terms and conditions of the Stock Option Plan shall not be transferable or assignable. During the lifetime of a Participant any benefits, rights and options may only be exercised by the Participant.

The Board has the power to amend, modify, suspend, or terminate the Stock Option Plan, subject to any necessary regulatory and Shareholder approvals. Subject to the receipt of any necessary regulatory or Shareholder approvals, the Board may also at any time amend or revise the terms of any options granted under the Stock Option Plan from time to time. The Board has the authority to make amendments to the Stock Option Plan without requiring Shareholder approval that: (i) are regarded as "housekeeping" in nature; (ii) change the vesting provisions of an option or the Plan; or (iii) change the termination provisions of an option or the Stock Option Plan so long as such change does not extend the expiry date of any option.

Notwithstanding the foregoing, the following amendments to the Stock Option Plan may not be made without the approval of the Shareholders: (i) an increase to the maximum number of options that may be granted or reserved for granting pursuant to the Stock Option Plan; (ii) a change to the amendment provisions of the Stock Option Plan; (iii) a reduction of the exercise price of options held by insiders of the Company; (iv) an extension to the term of options held by insiders of the Company; and (v) a change to the insider participation limits of the Stock Option Plan.

If approval of the Stock Option Plan or a modified version thereof is not obtained, the Company will not proceed to grant options under the Stock Option Plan. The Stock Option Plan will be available for inspection at the Meeting. As the Stock Option Plan is intended to align the interests of management, employees and the Directors with the interests of the Shareholders and to provide added incentive to the optionees, the Directors recommend that the Shareholders approve the Stock Option Plan. The proposed resolution is as follows:

**BE IT RESOLVED THAT:**

1. The Stock Option Plan of the Corporation as more particularly described in the Corporation's Information Circular dated July 7, 2020 be and the same is hereby approved; and
2. Any one director or officer of the Corporation be and is hereby authorized for and on behalf of the Corporation (whether under corporate seal or otherwise) to execute and deliver such document as may be necessary or useful to effect the foregoing resolution and all other documents and instruments and to take all such other actions as such officer or director may deem necessary or desirable to implement the foregoing resolutions and the matter authorized hereby, such determinations to be conclusively evidenced by the execution and delivery of such documents or other instruments or the taking of any such action;

**PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE STOCK OPTION PLAN, UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS OR HER SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.** In the event shareholder approval is not given, the stock option plan will be terminated. In order to approve the stock option plan, at least a majority of the votes cast at the meeting by holders of Common Shares must be voted in favour of the resolution.

## DISCLOSURE MATERIAL RELATED TO THE MEETING'S PROCEEDINGS

### DISCLOSURE OF THE EDLESTON SALE TRANSACTION

#### Background

#### Current Properties

The Company currently directly owns a property consisting of 305 cell claims and a single leased claim totalling approximately 6200 hectares located in the townships of Sothman, Semple, Nursey, and Halliday in the Timmins, Ontario area (the “**Edleston Property**”).

#### Overview

On June 8, 2020, the Company announced it had entered a letter of Intent with European Cobalt pursuant to which European Cobalt has agreed to acquire the Company's interest in the Edleston Property pursuant to the Letter of Intent dated May 27, 2020. The Letter of Intent was superseded by a document entitled “Binding Terms Sheet” dated July 3, 2020, a copy of which is annexed hereto as Schedule “C” (the “Agreement”). Under the Agreement, the parties intended that European Cobalt would acquire a 100% interest in the Edleston Property and that the Company will receive the cash consideration and Consideration Shares described below.

The Transaction is subject to several closing conditions precedent, including: (ii) consent of the Ministry of Northern Development and Mines (Ontario) to the transfer of the Company's interests in the Edleston Gold Project consisting of 305 unpatented mining claims and one leasehold interest; and (iii) certain shareholders' and/or directors' resolutions of the Company in connection with the Transaction. The full list of conditions precedent to which the Transaction is subject can be found below at “Summary of the Agreement - Conditions for Closing”. The Company expects the Transaction to close shortly following the approval of the Shareholders of the Company.

#### Summary of the Agreement

##### Purchase Price

In consideration of the transfer of the Edleston Gold Project, free and clear of all encumbrances, by the Company to European Cobalt, European Cobalt has agreed to pay a purchase price satisfied by:

- a) a cash payment by European Cobalt to the Company in the amount of \$650,000 which, in addition to the non-refundable deposit paid June 8, 2020 represents a total cash payment to the Company of \$750,000.00 (the “Cash Consideration”); and
- b) the issue to the Company of 100,000,000 common shares in the capital of European Cobalt Ltd., (the “Consideration Shares”) which shares shall be subject to a voluntary three (3) month hold period enforced by a Holding Lock on the share registry of the European Cobalt Ltd. As described below, the Company will declare an *in specie* dividend to the shareholders paying the 100,000,000 Consideration Shares to the shareholders of record as at the Record Date herein.

##### Conditions to Closing

Closing of the Transaction is subject to the following conditions precedent to the obligations of the Company (collectively, the “**Conditions Precedent**”):

- a) receipt of approval of the Shareholders of the Company; and
- b) the Company shall have obtained the consent of the Ministry of Northern Development and Mines (Ontario).

### Representations and Warranties

The Agreement contains various representations and warranties of European Cobalt to the Company and of the Company to European Cobalt customary for a transaction of this nature. These representations and warranties relate to, among other things: incorporation and good standing, required consents, required authorizations, authorized, and issued capital of the Company, title to assets, no liabilities, taxes, and execution and binding obligation.

### Covenants

The Agreement contains various covenants of European Cobalt to the Transaction and of the Company to the Transaction customary for a transaction of this nature. These covenants relate to, among other things: (i) commercially reasonable efforts to satisfy all conditions precedent; (ii) obtain and maintain all third party or other consents waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are necessary or advisable in connection with the Transaction; (iii) not take any action, or refrain from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with this Agreement; (iv) notification of any material adverse change; and (v) notification of communication from any person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such person is or may be required in connection with the Transaction.

### Formal Valuation Exemption

Pursuant to MI 61-101, (paragraph 5 (b)) the Company is not required to obtain a formal valuation for the Sale due to the fact that no securities of the Company are listed or quoted on the Toronto Stock Exchange, Aequis NEO Exchange Inc., the New York Stock Exchange, the American Stock Exchange, the NASDAQ Stock Market, or a stock exchange outside of Canada and the United States other than the Alternative Investment Market of the London Stock Exchange or the PLUS markets operated by PLUS Markets Group plc. Nevertheless, because of the significance of the Transaction to the shareholders, management has obtained the opinion of Bordeaux Capital Inc. as to the fairness of the consideration to the Company its is shareholders. A copy of the fairness opinion issued by Bordeaux Capital Inc. and dated July 2, 2020 is annexed as Exhibit "D" hereto

### Prior Valuations

As at the date hereof, no prior valuations relating to the Transaction have been made in the 24 months preceding the date of this Circular, the existence of which are known after reasonable inquiry to the Company or to any director or senior officer of the Company.

### Use of Proceeds

If the Transaction is approved, the Company plans to use the cash proceeds for general working capital and general corporate purposes. The directors intend to cause the 100,000,000 Consideration Shares to be distributed to the shareholders of the Company by way of in specie dividend to the shareholders at the record date herein and before the share consolidation and the Business Combination / Amalgamation hereinafter described.

The Company also intends to use the cash received as Transaction proceeds to reinstate the Company's corporate standing to complete the Amalgamation and complete all necessary steps to have the Company's equity securities validly listed on the CSE. The Company will use any remaining cash Transaction proceeds to seek further business and development opportunities.

### Recommendation of the Board

The Board has unanimously approved the Transaction and the resulting disposition of the Edleston Gold Project. The Board believes that the Transaction is in the best interests of the Company, have approved the Transaction, and, based on the factors set out below, the Transaction is fair to the Shareholders. Accordingly, the Board unanimously recommends that Shareholders allow for the completion of the Transaction.



The conclusions and recommendations of the Board are based upon the following non-exhaustive factors, amongst others:

1. **Shareholder Value:** The Board concluded that the value offered to Shareholders under the Agreement is the most favourable option to maximize shareholder value, particularly given the Company's current and ongoing financial difficulties. The Board has come to this conclusion due to the Company's financial position and in light of the fact that if the Transaction does not complete, there is a strong possibility that Company's securities will be unable to resume trading on a recognized exchange.
2. **Proceeds from Transaction:** The Board considers that the proceeds from the Transaction would best position the Company for pursuing other strategic acquisitions, joint ventures, or other transactions by allowing the Company to settle its debts and increase working capital. The distribution of the 100,000,000 Consideration Shares by dividend to the shareholders represents a material return on investment to the shareholders.

### Risk Factors

There are various risk factors and additional factors for consideration in connection with the Transaction. These risk factors should be considered in conjunction with the other information included in this Circular, and should not be regarded as exhaustive:

1. There is no assurance that the Transaction will close even if it is approved by the Shareholders. The Transaction is subject to normal commercial risk that the Transaction may not be completed on the terms negotiated or at all. In particular, the satisfaction of certain of the conditions precedent is contingent on the actions of third parties and the timing thereof.
2. The Company intends to use any proceeds from the Transaction to pursue exploration opportunities. There is no assurance that the Company will be successful in finding a new opportunity or that if a new opportunity is found that the Company will be successful in pursuing such opportunity. It is possible that the risks and uncertainties described in this Circular will arise and become material to such an extent that some or all of the anticipated benefits of the Transaction never materialize or are nullified.
3. Even if the Company is successful in completing the Transaction and bringing the Company back to trading on the CSE, a market for the Company's shares may not develop or, if a market does develop, the market price at which Shareholder may be able to sell their shares may not reflect the net asset value of the Company.
4. There may be unanticipated delays in completing the Transaction.
5. The bulk of the proceeds of the Transaction will be received in the form of common shares of European Cobalt (the "Consideration Shares") and will be subject to a contractual voluntary escrow period prohibiting the sale of such Consideration Shares for three months after closing. The Consideration Shares are listed and at closing of the Transaction will be listed in the Australian Securities Exchanges. Such Consideration Shares will be subject to a "Lock Up" under Australian corporate law for a period of three months after closing of the sale transaction. Under the Agreement, the issuer, European Cobalt, will be lodging with the ASIC a "cleansing prospectus" prepared in accordance with the Australian Corporations Act 2001 and will be undertaking and doing all things necessary to satisfy the provisions of the Australian Corporations Act 2001 to ensure that any future offer for sale of the Consideration Securities will not require disclosure to investors. Nevertheless, there is no guarantee of a readily accessible resale market for these European Cobalt Shares described as Consideration Shares.

### **Disclosure regarding European Cobalt Ltd.**

European Cobalt Ltd. is a corporation incorporated under the Corporations At 2001 under the laws of Australia the common shares of which are traded on the Australia Securities exchange. European Cobalt engages in the acquisition, exploration, and evaluation of resource -based projects in Australia, Indonesia, and Europe. The proposed Transaction for the acquisition of the Edleston Project is its first acquisition of a resource project in North

America. The Annual Report of European Cobalt for the year ended June 30, 2019 can be viewed on 55 North's Profile at [www.sedar.com](http://www.sedar.com)

### **Shareholders' Right to Dissent**

Shareholders may dissent (the "**Dissent Right**") in respect of the Transaction Resolution under Section 190 of the *Canada Business Corporations Act* ("**CBCA**"). If the Transaction is completed, dissenting Shareholders ("**Dissenting Shareholders**") who comply with the procedures set forth in the CBCA will be entitled to be paid the fair value of their Common Shares. This Dissent Right is summarized in Schedule "E" hereto. Only registered shareholders are entitled to exercise their Dissent Right. Non-Registered Shareholders who wish to dissent should contact their intermediary for assistance with exercising their Dissent Right. Failure to comply strictly with the requirements set forth in Section 190 of the CBCA, a copy of which is attached hereto as Schedule "D", may result in the loss or unavailability of the Dissent Right.

## **DISCLOSURE THE PROPOSED BUSINESS COMBINATION / AMALGAMATION WITH 2552883 ONTARIO INC.**

### **Purpose of the Business Combination**

The purpose of the business combination is to enhance shareholder value for the shareholders of each of 55 North and 2552883 carrying on Business as Last Hope Resources. It is proposed that 55 North acquire all of the issued and outstanding shares of 2552883, a private issuer with active operations and significant assets, by way of a three-cornered amalgamation, pursuant to which a wholly-owned Ontario-incorporated subsidiary of 55 North will amalgamate with 2552883, with the resulting amalgamated company being a wholly-owned subsidiary of 55 North and the 2552883 Shareholders receiving one Post-Consolidation 55 North Share in exchange for each 2552883 Share. 55 North will continue as the parent corporation. 55 North has received conditional listing approval for listing on the CSE. The corresponding benefit for 2552883 shareholders would be to enable 2552883 to gain access to public markets in order to raise the necessary capital to continue exploration and development of the Last Hope Project and the acquisition, exploration and development of other mineral exploration projects in Canada, the USA or elsewhere.

The Amalgamation was selected as the most appropriate method to effect 2552883's goal of gaining access to the public markets to finance its Last Hope Project and to give shareholders liquidity for their interests in 2552883. Pursuant to the Amalgamation, 2552883 will become a wholly-owned subsidiary of 55 North, a "reporting issuer" in Ontario, Alberta, and British Columbia. Upon the listing of 55 North on the CSE those shares are freely tradeable. Pursuant to the Amalgamation, 2552883 shareholders will receive Post-Consolidation 55 North Shares in exchange for their 2552883 Shares.

### **Effect of the Business Combination**

The proposed business combination is in effect a "reverse take-over" of 55 North by 2552883. On completion of the Amalgamation the former 2552883 Shareholders will own approximately 90% of New 55 North and former 55 North Shareholders will hold approximately 10 % of New 55 North. Amalco, the combined company resulting from the Amalgamation between 2552883 and Subco, will be a wholly-owned subsidiary of 55 North and will continue the 2552883 business of the acquisition, exploration and development of the Last Hope mineral exploration projects in Manitoba, Canada. 55 North will remain a reporting issuer until the shares start trading on the CSE. It is proposed that the current directors and officers of 55 North will remain the directors and officers of the Corporation.

### **Background**

2552883 is a private issuer focused on the acquisition, exploration and development of mineral exploration projects in Manitoba, Canada. The Last Hope Project, located near Lynn Lake, Manitoba, is 2552883's flagship project. The project is located in a mining friendly jurisdiction that affords developed infrastructure and easy access. The 2552883 Board identified 55 North as an appropriate corporation with which to enter into a business combination for this purpose. See additional information under "*Disclosure Relating to 2552883*".

### *Letter Agreement*

On June 20, 2020, 2552883 and 55 North entered into a binding letter agreement (the “Letter Agreement”) a true copy of which is attached as Schedule “F”. The letter Agreement sets forth the terms and conditions of a “three-cornered amalgamation” pursuant to which (i) 55 North would incorporate a wholly-owned Ontario subsidiary, Subco; (ii) 55 North would acquire all of the issued and outstanding shares of 2552883 in exchange for Post-Consolidation 55 North Shares on a one-for-one basis; and (iii) Subco and 2552883 would amalgamate to form a wholly-owned subsidiary of 55 North, to be named 55 North Mining Operations Inc. Pursuant to the Letter Agreement, 55 North agreed to consolidate its outstanding shares on a 1:10.13 basis. 55 North issued a press release with 2552883 on June 29, 2020 to announce the Letter Agreement.

### *Amalgamation Agreement*

55 North, 2552883 and Subco proceeded to negotiate a definitive amalgamation agreement. The Amalgamation Agreement was signed on July 6, 2020 and dated as of July 6, 2020. The Amalgamation was confirmed as an appropriate method to affect the proposed business combination for the reasons outlined below under “*Recommendations of the Board*”. 55 North and 2552883 issued a press release announcing the execution and delivery of the Amalgamation Agreement on July 6, 2020. See “*The Amalgamation Agreement*” below.

### Timing

If the Meeting and the 2552883 Meeting are held as scheduled and if all of the conditions to the completion of the Amalgamation are satisfied or waived, the Amalgamation will be implemented by filing Articles of Amalgamation and by the Director under the OBCA issuing a Certificate of Amalgamation. The Effective Date of the Amalgamation will be the date on the Certificate of Amalgamation and is expected to be on or about August 30, 2020 .

### **Recommendations of the Board**

The 55 North Board has reviewed the terms of the proposed Amalgamation and has unanimously determined that the Amalgamation is in the best interests of 55 North and is fair to the 55 North Shareholders. Accordingly, the 55 North Board unanimously recommends FOR the proposed Amalgamation .

In the course of its evaluation of the Amalgamation, the Board consulted with senior management and legal counsel and reviewed a significant amount of information, including information derived from due diligence reviews of 2552883. The Board’s recommendation was made after consideration of all of the factors noted below and in light of such Board’s collective knowledge of the business, financial condition, and prospects of both companies.

The decision of the 55 North Board to approve the Amalgamation and to recommend it to the 55 North Shareholders was reached after consideration of many factors, including the following:

1. Providing 55 North with a management team additional highly experienced in mineral exploration and mining.
2. Providing 55 North with a Board, executive officers and advisors experienced in raising capital for mining exploration and development companies in Canada and the United States.
3. Providing 55 North with larger capitalization and capital to proceed with exploration and development of the Last Hope Project, and other mineral exploration projects.
4. Providing increased liquidity for 55 North Shareholders due to a wider distribution of New 55 North Shares and an anticipated higher profile for the Corporation.
5. Because the Edleston Transaction completed and the distribution of the Consideration Shares will have occurred before the consolidation and Amalgamation, 55 North will benefit by way of a gross cash proceeds of about \$700,000.00 realized on the completion of such sale which proceeds will be used to fund the costs of the transaction and thereafter general corporate purposes.

The Board also considered that it has retained the ability to accept a Superior Proposal. Under the Amalgamation Agreement, the Board remains able to respond, in accordance with its fiduciary duties, to unsolicited proposals that are more favourable to the 55 North Shareholders than the Amalgamation.

The Board also considered that registered shareholders who oppose the business combination may exercise their Dissent Rights under the CBCA (in respect of the special resolution relating to the consolidation of 55 North securities in the case of 55 North Shareholders) or under the OBCA (in respect of the Amalgamation in the case of 2552883 Shareholders), as the case may be, and be paid the fair value of their 55 North Shares or their 2552883 Shares, as the case may be.

The summary of the information and factors considered by the Board as set out above and below is not, and is not intended to be, exhaustive.

### **Determination regarding Fairness Opinions**

In similar transactions, the boards of directors of corporations proposing to enter into a business combination sometimes retain outside financial advisors to deliver a fairness opinion. A fairness opinion generally states that, subject to the analysis, assumptions, qualifications, and limitations set forth therein, the offered consideration is fair, from a financial point of view, to the relevant shareholders.

Despite the fact that the Board was able to make its own recommendations as to the fairness of the Amalgamation, from a financial point of view, to the 55 North Shareholders based on the facts and circumstances surrounding the Transactions and notwithstanding the cost involved, the 55 North Board has determined that it is in the best interests to obtain such an opinion.

Attached as Exhibit “G” is a copy of the fairness opinion dated July 6, 2020 prepared by Harris Capital Corporation concerning the appropriateness of the terms of the Business Combination as contemplated under the Amalgamation Agreement .

### **Amalgamation and Other Elements of The Business Combination**

#### *The Amalgamation*

The Amalgamation is of a type often referred to as a “three-cornered amalgamation”. Because 55 North and 2552883 are incorporated under two different governing corporate statutes, namely, the CBCA and the OBCA, respectively, they cannot complete an amalgamation between them until one has transferred to the other’s jurisdiction. Instead, 55 North agreed to incorporate a wholly-owned subsidiary under the OBCA, now incorporated and named 55 North Mining Operations Inc. (“Subco”), and then Subco and 2552883 will amalgamate to form Amalco (to continue with the name 55 North Mining Operations Inc.) which will be wholly-owned by 55 North and which will continue to carry on the business of acquisition, exploration and development of mineral exploration projects in Manitoba, Canada, currently carried on by 2552883. At the time of the Amalgamation, 55 North will acquire all of the issued and outstanding shares in the capital of 2552883 by issuing to 2552883 Shareholders Post-Consolidation 55 North Shares on a one-for-one basis and, as a result, the former 2552883 Shareholders will hold a substantial majority of the issued and outstanding shares in the capital of 55 North. The Amalgamation will result in a “reverse take-over” of 55 North by 2552883.

#### *Procedure for the Amalgamation to Become Effective*

The Amalgamation is proposed to be carried out pursuant to section 175 of the OBCA. The following procedural steps, among others, must be taken in order for the Amalgamation to become effective:

1. all conditions precedent to the Amalgamation set forth in the Amalgamation Agreement must be satisfied or waived by the appropriate party;
2. 55 North, as the sole shareholder of Subco, must approve the Amalgamation;

3. 2552883 Shareholders must approve the Amalgamation by a vote of at least 66 2/3% of the votes cast;
4. a Certificate of Amendment of the Articles of 55 North must be issued under the CBCA in order to affect the Proposed Consolidation and the change of name of the Corporation; and
5. the Articles of Amalgamation in the form prescribed by the OBCA must be filed with the Director under the OBCA.

The Amalgamation will become effective when the Director under the OBCA issues the Certificate of Amalgamation.

### **Approvals Necessary for the Amalgamation**

The Amalgamation must be approved by not less than 66 2/3% of the votes cast by the holders of 2552883 Shares present in person or represented by proxy at the 2552883 Meeting.

55 North will approve the Amalgamation in its capacity as sole shareholder of Subco by way of a written resolution.

No approval of the Amalgamation, *per se*, by the shareholders of 55 North is technically required. However, pursuant to the provisions of the CBCA, the approval of 55 North shareholders is required in respect of the Proposed Consolidation. However, the 55 North Shareholders will be asked to consider and if thought advisable, to approve the Amalgamation Agreement and the issuance of the Exchange Shares on the terms set out in the Amalgamation Agreement. This Business Combination is a “related party transaction” within the meaning of Multilateral Instrument 61-101 *Protection of Minority Shareholders in special Transactions* (MI 61-101) Bruce Reid, and Daniel Hrushewsky are directors and shareholders of the Corporation and also directors, officers and shareholders of 2252883. The transaction is exempt from the formal valuation provisions of MI 61-101 pursuant to subsection 5.5 (b). The Corporation is seeking minority approval to the transaction.

To be effective, the resolution approving the transaction must be approved by at least a majority of the votes cast by Shareholders in person or by proxy after excluding votes cast by persons whose votes may not be included in determining minority approval pursuant to MI 61-101, which implies a majority of disinterested shareholders.

### **Reasons for the Amalgamation**

***The decision of the 55 North Board to approve the Amalgamation and to recommend it to the 55 North Shareholder was reached after consideration of many factors, including those set out above under the heading “Recommendations of the Board”.***

### **Conditions Precedent to Amalgamation**

The parties’ obligations to complete the Amalgamation are subject to specified conditions set out in the Amalgamation Agreement including, but not limited to, the following (any of which may be waived in whole or in part by the parties):

- (a) The representations and warranties of the parties in the Amalgamation Agreement shall have been accurate as at and as of the closing, the parties shall have fulfilled their respective covenants set out in the Amalgamation Agreement and no material adverse changes in the business of any party shall have occurred;
- (b) The shareholders of 55 North shall have approved, and 55 North shall have completed the disposition of its Edleston Gold Project Assets in accordance with the European Cobalt Transaction described above;
- (c) 55 North Shareholders shall have approved, and 55 North shall have implemented the Proposed Consolidation;
- (d) Each of the officers and directors of 55 North and Subco designated by 2552883 shall have tendered their resignations as such to be effective on acceptance by the respective boards of directors of 55 North and Subco;

- (e) 55 North Shareholders shall have approved the issuance of the Exchange Shares and 2552883 Shareholders shall have approved the Amalgamation without shareholders holding more than 5% of such 55 North Shares or 2552883 Shares, respectively, exercising their rights of dissent or, if such thresholds have been exceeded, neither 2552883's Board or 55 North's Board shall have determined to terminate the Amalgamation;
- (f) 55 North shall have maintained its status as "reporting issuer" in Manitoba, Alberta, and British Columbia;
- (g) 55 North shall have filed all tax returns required to be filed by 55 North or by Subco and paid all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not entered into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency; and
- (h) 55 North shall not have declared nor paid any dividends or other distributions or returns of capital on 55 Shares or Post-Consolidation 55 North Shares from the date of this Agreement until the Effective Date except the distribution of common shares received in respect of the between the Company and European Cobalt Ltd. Involving the Edleston Sale Transaction as dividends in species as described in Section (above without the prior consent of 2552883.

#### **Amendments to Articles of 55 North**

It is proposed that, in conjunction with the Amalgamation, the Articles of 55 North will be amended to consolidate 55 North's common shares on a 1:10.13 basis;

The Certificate and Articles of Amendment of 55 North effecting the foregoing must be issued prior to the Certificate of Amalgamation of Amalco.

#### **Continuation of Management of 55 North**

It is proposed that management of 55 North will be maintained as it is immediately prior to the Effective Date with a view to ensuring that the composition of the Board of Directors of 55 North following the Amalgamation shall be individuals with appropriate industry, finance, accounting and public company experience. Bruce Reid is proposed to remain be Chairman of the Board. The officers of 55 North are to be determined by 2552883 but are anticipated to include Bruce Reid as President and CEO, Julio DiGirolamo as CFO and Dan Hrushewsky as Secretary.

#### **Fees, Costs and Expenses**

55 North and 2552883 estimate that they will incur combined fees and related expenses in the aggregate amount of approximately \$200,000 if the Transactions are completed including, without limitation, legal fees, regulatory filing fees, all disbursements of advisors and the costs of preparing, printing and mailing this Circular.

#### **Dissenting Shareholders**

2552883 Shareholders will have a right of dissent under the OBCA in respect of the Amalgamation. See "*Dissent Right*" in Part Two hereof and see Appendix "E" to this Circular.

Any Shares in respect of which 2552883 Shareholders have exercised a "dissent right" will be deemed to have been transferred to 2552883 and such holders will cease to have any rights as 2552883 Shareholders other than the right to be paid the fair value of their 2552883 Shares by 2552883 .

55 North Shareholders do not have a Dissent Right in respect of the business combination with 2552883. Nevertheless, 55 North Shareholders have a right of dissent under section 190 of the CBCA .

#### **The Amalgamation Agreement**

On July 5, 2020, 55 North, 2552883 and Subco (the “Parties”) signed the Amalgamation Agreement dated as of July 1, 2020, a copy of which is attached hereto as Appendix “H”. As well, a copy is being filed with the Canadian securities regulatory authorities on the System for Electronic Document Analysis and Retrieval (SEDAR) and may be viewed free of charge under 55 North’s company profile at [www.sedar.com](http://www.sedar.com). The following description of certain material provisions of the Amalgamation Agreement is a summary only, is not comprehensive and is qualified in its entirety by reference to the full text of the Amalgamation Agreement.

#### *Conditions Precedent to the Amalgamation*

The Amalgamation Agreement provides that the obligations of each Party to complete the transactions contemplated by the Amalgamation Agreement is subject to the satisfaction or, if permissible, waiver of certain conditions, the most significant of which are set out above under “*Conditions Precedent to Amalgamation*”.

#### *Representations and Warranties*

The Amalgamation Agreement contains customary representations and warranties of each of 55 North and 2552883 relating to matters that include, among other things: board approval, organization, authority relative to the Amalgamation Agreement, no violations, consents, capitalization, reporting status and securities laws matters, financial statements, absence of undisclosed liabilities, no material adverse effect, tax matters, compliance with laws, licenses, insurance, environmental, interests, operational matters, non-arm’s length transactions, reports, no defaults, employment agreements, brokers’ fees, litigation, books and records, material contracts and non-competition agreements.

#### *Covenants*

##### (a) Conduct of Businesses

In the Amalgamation Agreement, the Parties agreed to certain customary negative and affirmative covenants relating to the operation of their respective businesses between the date of execution of the Amalgamation Agreement and the Effective Date, including that 55 North will maintain its status as a “reporting issuer” in good standing and 2552883 will use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and management as a group and to maintain its business relationships.

##### (b) Pre-Closing Obligations

Each of the Parties agreed to perform all obligations required or reasonably desired to be performed by it under the Amalgamation Agreement, to reasonably co-operate with the other Parties in connection with the Amalgamation Agreement and to do all such other acts and things as may be necessary or reasonably desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in the Amalgamation Agreement.

##### (c) Management Changes

The Parties agreed that upon completion of the Amalgamation:

- (i) The New Board shall consist of five (5) directors -- namely Bruce Reid, William Ferreira, Dan Hrushewsky, K. Sethu Raman, and Alka Singh and Bruce Reid is expected to be appointed Chairman of the Board; and
- (ii) the officers of New will be: (i) Bruce Reid, President and Chief Executive Officer; (ii) Julio DiGirolamo, Chief Financial Officer; and (iii) Dan Hrushewsky, Secretary.

##### (d) No Solicitation

55 North and 2552883 each agreed that it will not, except as permitted by the Amalgamation Agreement, directly or indirectly, solicit or initiate any inquiries or proposals regarding, in the case of 55 North, an Acquisition Proposal or, in the case of 2552883, a Merger Proposal.

### *Superior Proposals/Superior Merger Proposals*

Neither Board is prevented from considering, negotiating, approving or recommending to its shareholders a *bona fide* written Acquisition Proposal or Merger Proposal, as the case may be, (i) in respect of which the Board determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be necessary for such Board to take such action in order to avoid breaching its fiduciary duties, and (ii) in respect of which the Board determines in good faith, after consultation with financial advisors, it would result in a transaction more favourable to its shareholders than the Amalgamation (any such Acquisition Proposal being referred to as a “Superior Proposal”, in the case of 55 North, or any such Merger Proposal being referred to as a “Superior Merger Proposal”, in the case of 2552883).

55 North and 2552883 each agreed that it will immediately notify the other Party, in writing, of any Acquisition Proposal or Merger Proposal, as the case may be, or any amendment to the foregoing, or any inquiry that could reasonably be expected to lead to an Acquisition Proposal or a Merger Proposal, or any request for non-public information relating to the Party in connection with an Acquisition Proposal or a Merger Proposal, as the case may be, or for access to the properties, books or records of such Party by any Person that informs such Party that it is considering making such a proposal.

Subject to the terms of the Amalgamation Agreement, 55 North or 2552883, as the case may be, may not accept, approve or recommend or enter into any agreement, understanding or arrangement in respect of a Superior Proposal or a Superior Merger Proposal unless: (i) it has provided the other Party with a copy of the proposal document; and (ii) five business days shall have elapsed from the date 55 North or 2552883, as the case may be, received written notice advising it that the 55 North Board or the 2552883 Board, as the case may be, has determined that, in compliance with its fiduciary duties, it should accept, approve, recommend or enter into an agreement, understanding or arrangement in respect of such Superior Proposal or Superior Merger Proposal, as the case may be.

During such five-business day period, each Party will provide the other with a reasonable opportunity to consider, discuss and offer amendments to the Amalgamation Agreement. The 55 North Board or the 2552883 Board, as the case may be, will review any offer by 2552883 or 55 North to amend the terms of the Amalgamation Agreement in good faith in order to determine, in its discretion in the exercise of its fiduciary duties, whether the amended offer results in the Acquisition Proposal or Merger Proposal not being a Superior Proposal or a Superior Merger Proposal, as the case may be, as compared to the amended offer. If such Board so determines, the Parties will enter into an amended agreement reflecting the amended offer. The Parties have agreed that each successive material amendment to an Acquisition Proposal or a Merger Proposal will be considered a new proposal and will initiate a new five business day notice period.

### **INTERESTS OF INSIDERS, PROMOTERS OR CONTROL PERSONS IN THE BUSINESS COMBINATION**

To the knowledge of the Corporation, all officers, directors, promoters, and other insiders of 2552883 will be treated in the same manner under the proposed business combination as all other 2552883 Shareholders.

### **REGULATORY, SECURITIES AND TAX MATTERS AND APPROVALS**

#### **Reporting Issuer Status and Listing**

Upon completion of the Transactions, 55 North will continue to be a reporting issuer in the Provinces of Manitoba, British Columbia, and Alberta.

The Corporation will use its best efforts to obtain all necessary regulatory approvals and to complete its application to the CSE to have its Post-Consolidation Shares listed on the CSE within a reasonable period following the Effective Date. 55 North has received conditional listing approval for listing on the CSE.



## **Securities Law Considerations**

The following information is in respect of Post-Consolidation 55 North Shares to be distributed by the Corporation pursuant to the Amalgamation to holders of 2552883 Shares. The following information does not constitute advice to, and should not be relied upon as such by, holders of any securities of 55 North or 2552883. All securityholders should seek the advice of legal, tax and financial advisors in respect of the matters referred to herein.

### *Distributions of Post-Consolidation 55 North Shares*

#### Residents of Canada

The distribution of Post-Consolidation 55 North Shares pursuant to or as a result of the Amalgamation will be exempt from the prospectus and registration requirements of securities legislation in each province and territory of Canada. Subject to certain disclosure and regulatory requirements and to customary restrictions applicable to distributions of shares from “control holdings,” Post-Consolidation 55 North Shares issued pursuant to the Amalgamation may be freely sold in each province and territory in Canada subject only, in certain circumstances, to the usual conditions that no unusual effort has been made to prepare the market or create demand for the Post-Consolidation 55 North Shares and that no extraordinary commission or consideration is paid in respect of any trade, and, if the seller is an insider, the seller has no reasonable grounds to believe that 55 North is in default of securities legislation.

#### Non-Residents of Canada (including U.S. Residents)

The distribution of Post-Consolidation 55 North Shares pursuant to or as a result of the Amalgamation will constitute distributions of securities. This issuance has not been and will not be registered or otherwise qualified for distribution under the laws of any jurisdiction outside of Canada and, in particular, have not and will not be registered under the U.S. Securities Act. Securityholders of 55 North who are not residents of Canada must consult with legal counsel to determine the restrictions or requirements of the applicable securities laws in the jurisdiction in which the securityholder resides on the acquisition of, and any subsequent resale or disposition of, Post-Consolidation 55 North Shares.

## **DISCLOSURE RELATING TO 2552883 ONTARIO INC.**

The following information reflects the current business, financial and share capital position of 2552883.

### **Documents Incorporated by Reference**

The following documents are specifically incorporated by reference into and form an integral part of this Circular. The Amalgamation Agreement is appended to this Circular as Appendix “H” and contains as an exhibit a balance sheet of 2552883 Ontario Inc. effective as at March 31, 2020.

The above-listed documents are or will be as at or following the date of mailing this Circular, available for viewing free of charge at [www.sedar.com](http://www.sedar.com) under 55 North’s company profile.

### **Overview**

#### *Incorporation, Name and Address*

2552883 Ontario Inc. was incorporated by Articles of Incorporation filed under the *Ontario Business Corporations Act (the “OBCA”)* as a private corporation on December 21, 2016. The Corporation’s registered office is located at Suite 2702, 401 Bay Street, Toronto, ON, M5H 2Y4.

#### *Reporting Issuer*

2552883 is a not reporting issuer. 2552883 is a junior exploration company engaged in exploration for mineral deposits in the Northern Manitoba region of Canada. The Corporation is in the early exploration stage with respect to all of its properties.

## **General Development of the Business**

2552883's principal business is the acquisition and exploration of mineral exploration properties. The Corporation has mineral properties in Northern Manitoba, namely an option to acquire 100% of the right title and interest in 15 mining claims covering approximately 3,513 hectares near the Lynn Lake Gold Camp in Northern Manitoba. The Corporation has not presently determined whether any of its mineral rights contain mineral reserves that are economically recoverable. The exploration and development of mineral deposits involves significant financial risks. The Corporation is dependent on the success of its financing activities, as well as its exploration and development efforts. The success of the Corporation will be influenced by a number of factors, including exploration and extraction risks, regulatory issues, environmental regulations, and other matters.

## **Mineral properties**

Technical reports prepared in accordance with National Instrument 43-101 have been prepared for the Last Hope Gold Property located near Lynne Lake Manitoba.

In similar transactions, the boards of directors of corporations proposing to enter into a business combination sometimes retain outside financial advisors to deliver a fairness opinion. A fairness opinion generally states that, subject to the analysis, assumptions, qualifications, and limitations set forth therein, the offered consideration is fair, from a financial point of view, to the relevant shareholders.

Despite the fact that the Board was able to make its own recommendations as to the fairness of the Amalgamation, from a financial point of view, to the 55 North Shareholders based on the facts and circumstances surrounding the Transactions and notwithstanding the cost involved, the 55 North Board has determined that it is in the best interests to obtain such an opinion.

## **AUDIT COMMITTEE**

NI 52-110 requires that certain information regarding the audit committee of a "venture issuer" (as that term is defined in NI 52-110) be included in this Circular sent to shareholders in connection with this annual Meeting.

### **Audit Committee Charter**

The full text of the Company's Audit Committee charter is attached hereto as Schedule "A" to this Circular.

### **Composition of the Audit Committee**

The members of the Audit Committee are Bruce Reid and K. Sethu Raman, both of whom are considered financially literate pursuant to NI 52-110 – *Audit Committees* ("NI 52-110"). Mr. Reid has not been determined by the Board of Directors to be "independent" as such term is defined by NI 52-110. See Business of the Meeting- Election of Directors for a summary biography of each member of the Audit Committee.

### **Audit Committee Oversight**

At no time since the commencement of the Company's most recently completed financial year was a recommendation by the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

### **Pre-Approval Policies and Procedures**

Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Audit Committee and, where applicable, the Company's Board, on a case-by-case basis.

### **Auditor Service Fees**

The following table provides detail in respect of audit, audit related, tax and other fees billed to the Company by the external auditors for professional services provided to the Company and its subsidiaries:

	2019	2018
<b>Audit fees</b>	13,500	13,500
<b>Audit-related fees</b>	Nil	Nil
<b>Tax fees</b>	1,500	1,500
<b>Other fees</b>	Nil	Nil
<b>Total</b>	15,000	15,000

*Audit Fees:* Audit fees were paid for professional services rendered by the auditors for the audit of the Company's annual financial statements as well as services provided in connection with statutory and regulatory filings.

*Audit-Related Fees:* Audit-related fees were paid for professional services rendered by the auditors and were comprised primarily of the reading of quarterly financial statements.

*Tax Fees:* Tax fees were paid for tax compliance, tax advice and tax planning professional services. These services included preparing and/or reviewing tax returns.

*All Other Fees:* Fees such as those payable for professional services which include bookkeeping, accounting advice, primarily relating to preparation of IFRS compliant financial statements, and preparation of management's discussion and analysis, and due diligence.

### **Exemption**

The Company is relying on the exemption from the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) as set out in section 6.1 of NI 52-110.

## **CORPORATE GOVERNANCE**

The Company's disclosure of corporate governance practices pursuant to National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("NI 58-101") is set out below in the form required by Form 58-101F2 – *Corporate Governance Disclosure (Venture Issuers)*.

### **Board of Directors**

The Board of Directors is responsible for the stewardship of the Company and for the supervision of management to protect shareholder interests. The Board oversees the development of the Company's strategic plan and the ability of management to continue to deliver on the corporate objectives.

The board of directors is presently comprised of four (4) members: William Ferreira, Dan Hrushewsky, K. Sethu Raman and Bruce Reid. Brien Sirola has tendered his resignation effective July 3, 2020 and management proposed Alka Singh as a nominee director. All of the directors of the Company except Bruce Reid are considered to be independent directors of the Company. Bruce Reid is the Chief Executive Officer of the Company. Therefore, Mr. Reid is not considered to be independent. NI 58-101 suggests that the board of directors of a public company should be constituted with a majority of individuals who qualify as "independent" directors. An "independent" director is a director who has no direct or indirect material relationship with the Company. A material relationship is a relationship which could, in the view of the board of directors, reasonably interfere with the exercise of a director's independent judgment. As disclosed above, the Board is comprised of a majority of independent directors. The independent judgment of the Board in carrying out its responsibilities is the responsibility of all directors. The Board facilitates independent supervision of management through meetings of the Board and through frequent informal discussions among independent members of the Board and management. In addition, the Board has free access to the Company's external auditors, external legal counsel and to any of the Company's officers.

### **Directorships**

The directors of the Company, other than Alka Singh are also directors of other reporting issuers, see Business of Meeting- Election of Directors-Other Boards of Reporting Issuers above.

## **Orientation and Continuing Education**

The Company is considering creating a Board Policy Manual in order to provide a comprehensive introduction to the Board and its committees. At present, each new director is given an outline of the nature of the Company's business, its strategy, and present issues with the Company. New directors would also be expected to meet with management of the Company to discuss and better understand the Company's business and would be advised by the Company's legal counsel of their legal obligations as directors of the Company. The Board Policy Manual, if prepared, would be expected to be reviewed on an annual basis and an updated copy would be given to each member of the Board. The orientation and continuing education process would be reviewed on an annual basis by the Board and would be revised, as necessary.

## **Ethical Business Conduct**

The entire Board is responsible for developing the Company's approach to governance issues. The Board has reviewed this Corporate Governance disclosure and concurs that it accurately reflects the Company's activities.

The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

In addition, each nominee for director of the Company must disclose to the Company all interests and relationships of which the director is aware of at the time of consideration which will or may give rise to a conflict of interest. If such an interest or relationship should arise while the individual is a director, the individual shall make immediate disclosure of all relevant facts to the Company.

The Board is in the process of developing a written Code of Business Conduct and Ethics (the "Code") that applies to all directors, officers, employees, and consultants of the Company.

## **Nomination of Directors**

The entire Board is responsible for proposing new nominees to the Board. They select individuals with the desired background and qualifications, taking into account the needs of the Board at the time. A majority of directors must agree to any new nominees to encourage an objective nomination process.

## **Other Board Committees**

The Company has no committees other than the Audit Committee and Compensation Committee.

## **Assessments**

The Board does not feel it is necessary at this time to establish a committee to assess the effectiveness of individual Board members. Each Board member has considerable experience in the guidance and management of public companies, and this is sufficient to meet the current needs of the Company.

## **OTHER BUSINESS**

As at the date hereof, management of the Company knows of no amendments, variations, or other matters to be presented for action at the Meeting. If, however, any amendments, variations or other matters properly come before the Meeting or any postponement(s) or adjournment(s) thereof, or if any other matters, which are not now known to management of the Company should properly come before the Meeting or any postponement(s) or adjournment(s) thereof, the form of proxy or VIF confers discretionary authority on the person voting the proxy to vote on such amendments or variations or such other matters in the discretion of such person, whether or not the amendments, variations or other matters that come before the Meeting are or are not routine, and whether or not the amendments, variations or other matters that come before the Meeting are contested, the Company reserves the right to amend or

supplement this Proxy Circular, form of proxy and VIF, as the case may be, as it sees fit in order to solicit proxies for any business to be transacted at the Meeting which is in addition to or a variation of the resolutions set out in the Circular.

#### **ADDITIONAL INFORMATION**

Additional information relating to the Company is available on SEDAR at [www.sedar.com](http://www.sedar.com). Shareholders of the Company may contact the Company at 55 North Mining Inc., 401 Bay Street, Suite 2702, Toronto, Ontario, M5H 4Y2 to request copies of the Company's financial statements and management's discussion and analysis. Financial information regarding the Company is provided in the Company's financial statements and management discussion and analysis for the most recently completed financial year.

#### **APPROVAL**

The contents of this Circular and the sending thereof to each director of the Company, the auditor of the Company and to the Shareholders of the Company have been approved by the Board.

**DATED** at Toronto, Ontario this 7<sup>th</sup> day of July 2020

*"Bruce Reid"*

\_\_\_\_\_  
Bruce Reid  
Chief Executive Officer

**SCHEDULE “A”  
55 NORTH MINING INC.  
AUDIT COMMITTEE CHARTER**

*The Audit Committee (the “Committee”) of the board of directors (the “Board”) of 55 North Mining Inc. (the “Company”) will carry out the procedures, responsibilities and duties set out below, to ensure that the Company maintains financial controls in strict adherence with applicable regulatory standards.*

**Role and Objective**

The Committee is a committee of the Board to which the Board has delegated its responsibility for oversight of the nature and scope of the annual audit, management's reporting on internal accounting standards and practices, financial information and accounting systems and procedures, financial reporting and statements and recommending, for Board approval, the audited financial statements and other mandatory disclosure releases containing financial information. The objectives of the Committee are as follows:

1. To assist directors in meeting their responsibilities (especially for accountability) in respect of the preparation and disclosure of the financial statements of the Company and related matters;
2. To provide better communication between directors and external auditors appointed by the Company;
3. To enhance the external auditors' independence; and
4. To increase the credibility and objectivity of financial reports.

**Membership of Committee**

1. The Committee shall be comprised of at least three (3) directors of the Company.
2. The Board shall have the power to appoint the Committee Chairman.
3. All of the members of the Committee shall be "financially literate". The Board of the Company has adopted the definition for "financial literacy" used in National Instrument 52-110 – Audit Committees.

**Meetings**

1. At all meetings of the Committee every question shall be decided by a majority of the votes cast. In case of an equality of votes, the Chairman of the meeting shall not be entitled to a second or casting vote.
2. A quorum for meetings of the Committee shall be a majority of its members and the rules for calling, holding, conducting, and adjourning meetings of the Committee shall be the same as those governing the Board.
3. Meetings of the Committee should be scheduled to take place at least four times per year. Minutes of all meetings of the Committee shall be taken.
4. The Committee shall forthwith report the results of meetings and reviews undertaken and any associated recommendations to the Board.
5. The Committee shall meet with the external auditors at least once per year (in connection with the preparation of the year-end financial statements) and at such other times as the external auditors and the Committee consider appropriate.

**Mandate and Responsibilities of Committee**

1. It is the responsibility of the Committee to oversee the work of the external auditors, including resolution of disagreements between management and the external auditors regarding financial reporting and

the external auditors shall report directly to the Committee and shall at any time have direct access to the Committee.

2. It is the responsibility of the Committee to satisfy itself on behalf of the Board with respect to the Company's internal control system to:
  - a. identify, monitor, and mitigate business risks; and
  - b. ensure compliance with legal, ethical, and regulatory requirements.
3. It is a responsibility of the Committee to review the annual financial statements of the Company prior to their submission to the Board for approval. The process should include but not be limited to:
  - a. reviewing changes in accounting principles, or in their application, which may have a material impact on the current or future years' financial statements;
  - b. reviewing significant accruals or other estimates such as the ceiling test calculation;
  - c. reviewing accounting treatment of unusual or non-recurring transactions;
  - d. ascertaining compliance with covenants under loan agreements;
  - e. reviewing disclosure requirements for commitments and contingencies;
  - f. reviewing adjustments raised by the external auditors, whether or not included in the financial statements;
  - g. reviewing unresolved differences between management and the external auditors; and
  - h. obtaining explanations of significant variances within comparative reporting periods.
4. The Committee is to review the financial statements (and make a recommendation to the Board with respect to their approval), prospectuses, management discussion and analysis and all public disclosure containing audited or unaudited financial information before release and prior to Board approval. The Committee must be satisfied that adequate procedures are in place for the review of the Company's disclosure of all other financial information and shall periodically assess the accuracy of those procedures.
5. With respect to the appointment of external auditors by the Board, the Committee shall:
  - a. recommend to the Board the appointment of the external auditors;
  - b. recommend to the Board the terms of engagement of the external auditors, including the compensation of the external auditors and a confirmation that the external auditors shall report directly to the Committee; and
  - c. when there is to be a change in auditors, review the issues related to the change and the information to be included in the required notice to securities regulators of such change.
6. The Committee shall review with external auditors (and the internal auditor if one is appointed by the Company) their assessment of the internal controls of the Company, their written reports containing recommendations for improvement, and management's response and follow-up to any identified weaknesses. The Committee shall also review annually with the external auditors their plan for their audit and upon completion of the audit, their reports on the financial statements of the Company and its subsidiaries.
7. The Committee must pre-approve all non-audit services to be provided to the Company or its subsidiaries by the external auditors. The Committee may delegate to one or more independent members the authority

to pre-approve non-audit services, provided that the member(s) report to the Committee at the next scheduled meeting such pre-approval and the member(s) complies with such other procedures as may be established by the Committee from time to time.

8. The Committee shall review risk management policies and procedures of the Company (i.e. hedging, litigation and insurance).
9. The Committee shall be responsible generally for administering the Whistleblower Policy of the Company and for generally establishing procedures for:
  - a. the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters; and
  - b. the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.
10. The Committee shall review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.
11. The Committee shall have the authority to investigate any financial activity of the Company. All employees of the Company are to cooperate as requested by the Committee.

The Committee may retain persons having special expertise and/or obtain independent professional advice to assist in filling their responsibilities at the expense of the Company without any further approval of the Board.



**SCHEDULE "B"**  
**STOCK OPTION PLAN**

## ROLLING STOCK OPTION PLAN

**55 North Mining Inc.** (the “**Company**”) hereby implements this Stock Option Plan, for the benefit of the respective directors, officers and full-time employees of the Company, its subsidiaries and affiliates, as well as any other person or company engaged to provide ongoing management or consulting services to the Company or to its subsidiaries and affiliates (collectively, the “**Service Providers**”, individually, a “**Service Provider**”), which plan is hereafter referred to as the “**Plan**”.

### 1. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- (a) “**Associate**” shall have the meaning ascribed to that term in the *Securities Act* (Ontario);
- (b) “**business day**” means a day other than a Saturday, Sunday or any other day which is a statutory holiday in the Province of Ontario;
- (c) “**Common Shares**” means the common shares in the capital of the Company;
- (d) “**Insider**” will mean:
  - (i) an insider as defined in the *Securities Act* (Ontario), other than a person who falls within that definition solely by virtue of being a director or senior officer of a subsidiary of the Company; and
  - (ii) an Associate of any person who is an insider by virtue of (i);
- (e) “**Outstanding Issue**” means the aggregate number of Common Shares that are outstanding immediately prior to the share issuance in question;
- (f) “**Securities Act (Ontario)**” means the *Securities Act*, R.S.O. 1990, c. S.5, as amended;
- (g) “**senior officer**” shall have the meaning ascribed to that term in the *Securities Act* (Ontario);
- (h) “**Share Compensation Arrangements**” means a stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares from treasury to one or more Service Providers, including a share purchase from treasury which is financially assisted by the Company by way of a loan, guarantee or otherwise; and
- (i) “**subsidiary**” shall have the meaning ascribed to that term in the *Securities Act* (Ontario).

### 2. PURPOSE OF THE PLAN

The purpose of the Plan is to provide the Company and its subsidiaries with a share-related mechanism designed to develop and increase the interest in the growth and development of the Company and its subsidiaries of those Service Providers as may from time to time be granted options under the Plan by providing to them the opportunity to acquire a proprietary interest in the Company through the purchase of Common Shares.

### 3. IMPLEMENTATION

The establishment of the Plan was approved by the board of directors of the Company (the “Board”).

### 4. ADMINISTRATION

The Plan will be administered by the Board or the Compensation Committee or other committee or persons appointed by the Board (the “Committee”). References herein to the “Board” are deemed to be references to the “Board” or the “Committee”, as the case may be. Subject to the provisions of the Plan, the Board is authorized in its sole discretion to make such determinations under, and such interpretations of, and to take such steps and actions in connection with the proper administration of the Plan and to impose, amend or revoke such rules and regulations concerning the granting of options pursuant to the Plan as it, in its sole discretion, may deem necessary or advisable. No member of the Board will be liable for any action or determination taken or made in good faith with respect to the Plan or any options granted thereunder and each such member shall be entitled to indemnification by the Company with respect to any such action or determination in the manner provided for by the Board. Any determination approved by a majority of the members of the Board will be deemed to be a determination of that matter by the Board. Members of the Board may be granted options under the Plan.

### 5. NUMBER OF SHARES DEDICATED TO THE PLAN

Options shall not be granted under the Plan with respect to any class of shares in the capital of the Company other than Common Shares. The aggregate number of Common Shares subject to options under the Plan shall not exceed 10% of the Outstanding Issue at the time of grant of any options. All options granted under the Plan will conform to all applicable provisions prescribed by the Plan and to such specific terms and conditions as may be determined by the Board at the time of making each such grant. The granting of any option must, in order to become effective and binding on the Company, be authorized or approved by the Board. Common Shares in respect of which an option is granted under the Plan, but not exercised prior to the termination of such option, whether through lapse of time or otherwise, shall be available for options thereafter granted by the Board under the Plan. All Common Shares issued pursuant to the due exercise of options granted under the Plan will be so issued as fully paid and non-assessable shares.

### 6. ELIGIBILITY FOR OPTIONS

The persons who will be eligible to be granted options pursuant to the Plan (“Eligible Participants”) will be such Service Providers as the Board shall from time to time determine, in its sole discretion, or the personal holding corporation wholly-owned by any such Service Provider, the issued and outstanding voting shares of which are, and will continue to be, beneficially owned, directly or indirectly, by such individual Eligible Participant, or the registered retirement savings plan established for the sole benefit of any such Service Provider. In determining the options to be granted to Eligible Participants under the Plan, the Board will give due consideration to the value of each such person’s present potential contribution to the Company’s (or any subsidiary of the Company’s) success and to the recommendation, if any, in that regard of the compensation committee, if any, of the Board.

### 7. GRANTING OF OPTIONS

Subject to the provisions herein set forth and after reviewing any recommendations from time to time made by the Committee, if any, of the Board, the Board shall, in its sole discretion, select the Eligible Participants to whom options under the Plan may be granted (herein sometimes referred to as the “Optionees”), the number of Common Shares to be optioned to each of them, the date or dates on which

such options should be granted and the terms and conditions within the limits prescribed in Section 8 hereof attaching to each such option. The aggregate number of Common Shares reserved for issuance pursuant to all options granted to any one Optionee shall not exceed 5% of the number of Common Shares outstanding on a non-diluted basis at the time of such grant. In addition: (i) the number of securities issued to any one individual pursuant to the Plan and all other Share Compensation Arrangements, within any 12 month period, shall not exceed 5% of the Outstanding Issue; (ii) the number of securities issuable to Insiders, at any time, pursuant to the Plan and all other Share Compensation Arrangements, shall not exceed 10% of the Outstanding Issue; (iii) the number of Options which can be granted to Insiders, in any 12 month period, shall not exceed 10% of the number of issued Common Shares (iv) the number of securities issuable to any one consultant pursuant to the Plan in a 12 month period shall not exceed 2% of the Outstanding Issue; and (v) the aggregate number of securities granted to persons employed to provide investor relations services shall not exceed 2% of the Outstanding Issue in any 12 month period.

The granting of an option under the Plan to an Eligible Participant shall neither entitle nor preclude such Eligible Participant from being subsequently granted one or more additional options to purchase Common Shares under the Plan.

## 8. TERMS AND CONDITIONS OF THE OPTIONS

The terms and conditions of each option granted under the Plan shall be set forth in an option agreement (an “**Option Agreement**”) to be entered into between the Company and each Optionee, such agreement to be in such form as may from time to time be approved by the Board. To the extent that the terms of the Plan and any Option Agreement are inconsistent, the terms of the Plan shall govern. The Option Agreement shall include the following terms and conditions as well as such other terms and conditions not inconsistent with the Plan as may be deemed advisable by the Board:

- (a) Number of Shares - The Board shall, in its sole discretion, fix the aggregate number of Common Shares which are the subject of the option so granted.
- (b) Option Price - The Board shall fix the option price per Common Share which shall not be less than the market price in Canadian dollars at the time of the granting of such option. For the purposes of this subparagraph 8(b), “**market price**” of the Common Shares shall mean the closing market price on the TSX Venture Exchange one trading day prior to the effective date on which the option is granted by the Board and if there is no sale on such trading day, then the last closing market price on the TSX Venture Exchange prior to the effective date on which the option is granted. If the Common Shares are not then traded on the TSX Venture Exchange, “**market price**” of the Common Shares shall mean the closing market price on such public market on which the Common Shares are then traded, as selected by the Board, in its sole discretion, one trading day prior to the effective date on which the option is granted by the Board and if there is no sale on such trading day, then the last closing price on such public market prior to the effective date on which the option is granted. If the Common Shares are not then traded on any public market, the Board in its sole discretion shall determine the “**market price**” at the time of grant.
- (c) Payment - The full purchase price of the Common Shares purchased upon the exercise of the option shall be paid for in cash or by certified cheque or bank draft upon the exercise thereof. An Optionee who is not already a Shareholder of the Company shall have none of the rights of a Shareholder of the Company until Common Shares issuable pursuant to the exercise of an option granted to an Optionee are issued to such Optionee.

- (d) Vesting - Subject to subsection 8(i) of this Section 8, the Board shall determine, at the time of granting an option to an Optionee pursuant to the Plan, the maximum number of Common Shares that may be exercised by such Optionee in each year or other period during the term of the option.
- (e) Term of Option - The term of the option shall not be for less than one year and not more than 5 years (unless the Corporation becomes or is permitted by the stock exchange on which it is listed to have a longer term in which case the maximum term shall be that which is permitted by the relevant stock exchange) from the date the option is granted, subject always to subsections (f), (g), (h) and (i) of this Section 8; provided that, notwithstanding the foregoing or anything else to the contrary in the Plan, if the term of any option granted under the Plan ends on a day occurring within a Blackout Period (as defined below) or within seven business days thereafter, such option shall continue to be exercisable under the terms of the Plan up to 5:00 p.m. (Toronto time) on the seventh business day following the end of such Blackout Period.

For the purposes hereof, “**Blackout Period**” means the time period, referred to as the “blackout period”, determined by the Company under its Confidentiality of Material Information and Restrictions on Trading Securities of the Company Policy (or any successor thereto or replacement thereof) pursuant to which Insiders will be prohibited from trading in the securities of the Company, which policy currently provides for a Blackout Period: (A) commencing on the first day of the month following the end of a quarter and ending on the day after the issuance of the press release in respect of the financial results for such quarter; and (B) of one business day after the issuance of any other press release by the Company. For greater certainty, Blackout Period shall not include any period in which there is a prohibition on trading in securities of the Company as a result of a cease trade or other order of any securities commission or regulatory authority.

- (f) Death of Optionee - In the event of the death of an Optionee while a Service Provider prior to 5:00 p.m. (Toronto time) on the expiry date of the option (the “**Expiry Date**”), the option may be exercised, as to all or any of the Common Shares forming the subject matter of such option in respect of which such Optionee would have been entitled to exercise the option hereunder at the time of the death of such Optionee if such Optionee had survived, by the legal representatives of such Optionee at any time up to and including, but not after, 5:00 p.m. (Toronto time) on the date which is the first anniversary of the date of death of such Optionee or the Expiry Date, whichever is the earlier, after which the option shall in all respects cease and terminate and be of no further force or effect whatsoever as to such of the Common Shares in respect of which such option had not been previously exercised. The provisions of this subsection 8(f) shall apply, in the case of an Optionee that is the personal holding corporation controlled by, or a registered retirement savings plan established by, a Service Provider, in the event of the death of such Service Provider, *mutatis mutandis*.
- (g) Discharge of Optionee - In the event of the discharge of an Optionee as an employee of the Company or a subsidiary of the Company by reason of a wilful and substantial breach of such Optionee’s employment or service duties prior to 5:00 p.m. (Toronto time) on the Expiry Date, all options granted to such Optionee under the Plan shall in all respects forthwith cease and terminate and be of no further force or effect whatsoever as to such of the Common Shares in respect of which such option had not previously been exercised, upon notice of such discharge being given by the Company or subsidiary of

the Company to such Optionee. For the purposes of the Plan, the determination by the Company that such Optionee was discharged as an employee of, or service provider to, the Company or a subsidiary of the Company by reason of a wilful and substantial breach of such Optionee's employment or service duties shall be binding upon such Optionee. The provisions of this subsection 8(g) shall apply, in the case of an Optionee that is the personal holding corporation controlled by, or a registered retirement savings plan established by, a Service Provider, in the event of the discharge of such Service Provider, *mutatis mutandis*.

- (h) Resignation, Removal or Termination of Employment of Optionee - In the event of the resignation, removal or termination of employment or service of an Optionee other than in the circumstances referred to in subsections (f) and (g) above, such that the Optionee is no longer an Eligible Participant, such Optionee may exercise each option then held by such Optionee under the Plan to the extent that such Optionee was entitled to do so at the time of such resignation, removal or termination of employment or service, at any time up to and including, but not after, 5:00 p.m. (Toronto time) on the 90<sup>th</sup> day (or such later day as the Board in its sole discretion may determine) following the effective date of resignation, removal or termination of employment or service, or the Expiry Date, whichever is earlier, after which the option shall in all respects cease and terminate and be of no further force or effect whatsoever as to such of the Common Shares in respect of which such option had not been previously exercised. The provisions of this subsection 8(h) shall apply, in the case of an Optionee that is the personal holding corporation controlled by, or a registered retirement savings plan established by, a Service Provider, in the event of the resignation, removal or termination of employment or service of such Service Provider other than in circumstances referred to in subsections (f) and (g) above, *mutatis mutandis*.
- (i) Sale, Arrangement and Take-over Bid - As used in this subsection 8(i):
- (i) “**Arrangement**” means any merger, arrangement, amalgamation or other similar form of business combination transaction involving the Company, other than with a wholly-owned subsidiary of the Company, under circumstances such that, following the completion of such transaction, there is a Change in Control of the Company;
  - (ii) “**Change in Control**” means, in relation to the Company or any successor or resulting company or other entity, circumstances under which Control of the Company or any successor or resulting company or other entity is changed from one person or group of persons to another person or group of persons, other than to a person or persons not dealing at arm's length with the person(s) exercising Control of the Company immediately prior to such circumstances occurring;
  - (iii) “**Control**” means the possession, directly or indirectly, through one or more intermediaries or otherwise, of the power to elect a majority of directors and/or to direct or cause the direction of the management or policies of the Company, whether through the ownership of voting securities, by contract or in any other manner whatsoever;
  - (iv) “**offeror**” has the meaning ascribed to that term in the *Securities Act* (Ontario);

- (v) **“Take-over Bid”** means a take-over bid, as defined in the *Securities Act* (Ontario), which is a **“formal bid”** as defined in such Act, and which is made:
- (A) for all of the issued and outstanding Common Shares in the capital of the Company; or
  - (B) for all of the issued and outstanding Common Shares in the capital of the Company other than:
    - (1) those Common Shares in the capital of the Company which are then owned by the offeror under such Take-over Bid; and/or
    - (2) those Common Shares in the capital of the Company which the offeror under such Take-over Bid then otherwise has, directly or indirectly, the right to acquire; and
- (vi) **“Sale”** means the sale of all or substantially all of the assets of the Company as an entirety or substantially as an entirety to any person or entity (other than a wholly-owned subsidiary of the Company) under circumstances such that, following the completion of such sale, the Company will cease to carry on an active business, either directly or indirectly through one or more subsidiaries.

If:

- (1) the Company shall enter into an agreement providing for a Sale or an Arrangement; or
- (2) a Take-over Bid shall be made,

the Board may, at any time thereafter, authorize the Company to give a notice in writing to each Optionee advising such Optionee that, notwithstanding any other provision of the Plan, all options granted to such Optionee under the Plan will expire on the date determined by the Board as specified in such notice (provided that the date determined by the Board as specified in such notice shall not increase the term of any option granted under the Plan), which date shall in no event be later than the earlier of:

- a. 60 days following the date of such notice; and
- b. in the case of the Company having entered into an agreement providing for a Sale or an Arrangement, one business day prior to the date on which the Sale or Arrangement provided for in such agreement is completed, or, in the case of a Take-over Bid having been made, one business day prior to the date on which there shall have been taken up by the offeror thereunder at least 90% of the total number of the issued and outstanding Common Shares in the capital of the Company in respect of which such Take-over Bid is being made and, for this purpose, all Common Shares in the capital of the Company in respect of which such Take-over Bid is made which are owned by the offeror at the expiry of such Take-over Bid shall be deemed to have been taken up pursuant to such Take-over Bid.

In the event that such a notice is given by the Company (the “**Company Notice**”), each Optionee shall have the right, on such terms and conditions as may be prescribed in such notice, to exercise up to the time that such Optionee’s option expires, after giving effect to such notice, all options then held by such Optionee under the Plan in respect of up to all of the Common Shares which could have been purchased by such Optionee on a full exercise of all such options. Notwithstanding any other provision contained in the Plan, if such Optionee so elects to exercise such Optionee’s option in accordance with this subsection, the Optionee shall have the right (which right may be exercised by the Optionee in its sole discretion) to elect to have the Company pay to any such Optionee on the payment date set out in the Company Notice cash (in lieu of the Common Shares which the Company would otherwise be required to issue) in an amount equal to the result obtained by multiplying the amount, if any, by which the market price per Common Share in Canadian dollars on the date of completion of the Sale, Arrangement or Take-over Bid, as the case may be, exceeds the option price, by the number of Common Shares then remaining unsubscribed for under all options then held by such Optionee under the Plan which could have been purchased by such Optionee on a full exercise of all such options; and, if a Sale, Arrangement or Take-over Bid is completed, the market price for the purposes of calculating the amount of such cash payment to be made by the Company shall be the same as the value of the consideration paid per Common Share under the Sale, Arrangement or Take-over Bid, as applicable. The payment of cash by the Company pursuant to this subparagraph 8(i) shall be net of any applicable withholding taxes or other deductions required by law.

In the event that the Board determines, in good faith, that the Sale, Arrangement or Take-over Bid, as the case may be, will not be completed, the exercise of any option hereunder (whether resulting in the issuance of Common Shares or the payment of cash by the Company in satisfaction thereof) shall be terminated and, in such event, any cash paid by (or to) the Optionee to (or from) the Company in respect thereof will be returned to the payor and the option shall thereafter continue to be exercisable by the Optionee in accordance with its terms (including vesting).

- (j) Non-Assignability of Option - Each option granted under the Plan shall be non-assignable and non transferable by the Optionee.
- (k) Exercise of Option - Subject to the provisions of the Plan, an option granted under the Plan shall be exercised from time to time by the Optionee, or in the event of death by his legal representatives, by giving notice in writing addressed to the Company at its registered and principal office in the City of Toronto, to the attention of the Secretary of the Company, specifying the number of Common Shares forming the subject matter of such option in respect of which such notice is being given, together with payment (by cash, certified cheque or bank draft) in full of the purchase price of the Common Shares being purchased.
- (l) Withholding Tax - If the Company is required under the *Income Tax Act* (Canada) or any other applicable law to make source deductions in respect of employee stock option benefits and to remit to the applicable governmental authority an amount on account of tax on the value of the taxable benefit associated with the issuance of Common Shares on exercise of Options, then the Optionee shall:



- (i) pay to the Company, in addition to the exercise price for the Options, sufficient cash as is reasonably determined by the Company to be the amount necessary to permit the required tax remittance;
- (ii) authorize the Company, on behalf of the Optionee, to sell in the market on such terms and at such time or times as the Corporation determines a portion of the Common Shares being issued upon exercise of the Options to realize cash proceeds to be used to satisfy the required tax remittance; or
- (iii) make other arrangements acceptable to the Company to fund the required tax remittance.

## **9. ADJUSTMENTS IN EVENT OF CHANGE IN STRUCTURE OF CAPITAL**

Appropriate adjustments in the number of Common Shares and in the option price per Common Share, relating to options granted or to be granted, shall be made by the Board in its sole discretion to give effect to adjustments in the number of Common Shares resulting, subsequent to the approval of the Plan, from any subdivisions, consolidations or reclassifications of the Common Shares, the payment of stock dividends by the Company or other relevant changes in the capital structure of the Company. Any such adjustments shall be subject to the approval thereof, to the extent required, by such stock exchanges on which the Common Shares are then listed for trading.

## **10. AMENDMENT OR DISCONTINUANCE OF PLAN**

- (a) Subject to regulatory approval, the approval of any stock exchange on which the Common Shares are then listed for trading and the limitations set out in subsections 10(b) and (c) hereof, the Board may, by resolution, amend, vary or discontinue the Plan, or any agreement or entitlement subject to the Plan, at any time without notice to or approval of the Shareholders of the Company, including, without limitation, for the purpose of:
  - (i) changing the class of persons who will be eligible to be granted options pursuant to the Plan (other than as provided for in subsection 10(b) hereof) and the authority of the Board in respect of the grant of options under the Plan;
  - (ii) ensuring continuing compliance with applicable laws and regulations and the requirements or policies of any governmental or regulatory authority, securities commission or stock exchange having authority over the Company or the Plan;
  - (iii) changes of a “housekeeping”, clerical, technical or stylistic nature, including, without limitation, eliminating any ambiguity, error or defect, supplying any omission or correcting or supplementing any provision contained in the Plan or in any agreement subject to the Plan which may be incorrect or incompatible with any other provision of the Plan or such agreement;
  - (iv) changing the method of determining the option price for options granted pursuant to the Plan, provided that the option price shall not in any case be lower than the “market price” of a Common Share, as that term (or any successor term) is interpreted and applied by the TSX Venture Exchange and any other stock exchange or market having authority over the Company or the Plan;

- (v) changing the following terms governing options under the Plan: (A) vesting terms (including the acceleration of vesting); (B) exercise and payment method and frequency; (C) transferability or assignability, other than as provided for in subsection 10(b) hereof; (D) to fairly or properly take into account a Sale, Arrangement or Take-over Bid; (E) adjustments required in the circumstances of one of the events referred to in Section 9 hereof; and (F) the effect of termination (for whatever reason) of the Optionee's employment or service;
  - (vi) determining that any of the provisions of the Plan or any agreement subject to the Plan concerning the effect of termination (for whatever reason) of the Optionee's employment, service or consulting agreement/arrangement or cessation of the Optionee's directorship or office, shall not apply for any reason acceptable to the Board;
  - (vii) changing the terms and conditions of any financial assistance which may be provided by the Company to the Optionees to facilitate the purchase of Common Shares, or adding or removing any provisions providing for such financial assistance;
  - (viii) adding a cashless exercise feature, payable in cash or securities, provided same includes a full deduction of the number of underlying Common Shares from the Plan reserved under Section 5 hereof (notwithstanding the foregoing it is noted that the TSX Venture does not permit cashless exercise features in option plans);
  - (ix) providing for the granting of non-equity based kinds of awards under the Plan, including, without limitation, stock-appreciation rights;
  - (x) adding or amending provisions necessary for options under the Plan to qualify for favourable tax treatment to Optionees and/or the Company under applicable tax laws;
  - (xi) changing any terms relating to the administration of the Plan; and
  - (xii) any other amendment, whether fundamental or otherwise, not requiring Shareholder approval under applicable law (including, without limitation, the rules and policies of the TSX Venture Exchange and of any other stock exchange or market having authority over the Company or the Plan).
- (b) Subject to regulatory approval, the approval of any stock exchange on which the Common Shares are then listed for trading and the limitations set out in subsection 10(c) hereof, the Board may, by resolution, amend, vary the Plan, or any agreement or entitlement subject to the Plan, at any time for the following purposes, provided that any such amendment or variance will not become effective unless and until approved by a majority of the votes cast by Shareholders of the Company, in person or by proxy, at a meeting of Shareholders:
- (i) any increase in the maximum number of Common Shares issuable under the Plan as provided for in Section 5 hereof;
  - (ii) any reduction in the option price of an outstanding option held by an Insider except for the purpose of maintaining option value in connection with an adjustment provided for under Section 9 hereof (for this purpose, the cancellation or termination of an option of an Optionee prior to expiry of the option term for the purpose of reissuing an option to

the same Optionee with a lower exercise price shall be treated as an amendment to reduce the option price of an option);

- (iii) any extension of the option term of an option held by an Insider (except where the date of the expiry of the option term would have fallen within a Blackout Period (as defined in subsection 8(e) hereof));
- (iv) any increase to the limit on the numbers of securities issued or issuable to Insiders set out in section 7 hereof; and
- (v) any other amendment requiring Shareholder approval under applicable law (including, without limitation, under the rules and policies of the TSX Venture Exchange and of any other stock exchange or market having authority over the Company or the Plan);

provided further that, in the case of any amendment or variance referred to above, Insiders who directly benefit from such amendment or variance will not have the votes attaching to the Common Shares or other securities of the Company held, directly or indirectly, by them counted in respect of the required approval of the Shareholders of the Company.

- (c) Notwithstanding anything herein to the contrary, no amendment, variance or discontinuance of the Plan, or any agreement or entitlement subject to the Plan, may be made, without the prior written consent of the Optionee, if the Board determines that the effect thereof is to impair, derogate from or otherwise materially and adversely affect any option previously granted to such Optionee under the Plan.

## 11. MISCELLANEOUS

Nothing contained in the Plan nor in any option granted thereunder shall be deemed to give any Optionee any interest or title in or to any shares of the Company or any rights as a Shareholder of the Company or any other legal or equitable right against the Company whatsoever other than as set forth in the Plan and pursuant to the exercise of any option.

The Plan does not give any Optionee or any employee of, or service provider to, the Company or any of its subsidiaries the right or obligation to or to continue to serve as a Service Provider. The awarding of options to any Eligible Participant is a matter to be determined solely in the discretion of the Board. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any shares or any other securities in the capital of the Company or any of its subsidiaries other than as specifically provided for in the Plan.

No fractional Common Shares shall be issued upon the exercise of options granted under the Plan and, accordingly, if an Optionee would otherwise become entitled to a fractional Common Share upon the exercise of an option, such Optionee shall only have the right to purchase the next lowest whole number of Common Shares and no payment or other adjustment shall be made with respect to the fractional interest so disregarded.

The Issuer represents that, for stock options granted to employees, consultants or management company Employees, the Optionee is a bona fide employee, consultant or Management Company Employee, as the case may be.

**12. BINDING EFFECT**

The Company and every Optionee shall be bound by the terms and conditions of the Plan.

**13. COMPLIANCE WITH APPLICABLE LAW**

If any provision of the Plan or any agreement entered into pursuant to the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

**SCHEDULE "C"**

**BINDING TERMS SHEET BETWEEN THE COMPANY AND EUROPEAN COBALT LTD.**

**BINDING TERMS SHEET**

**PRIVATE AND CONFIDENTIAL**

<b>Category</b>		<b>Terms</b>
1.	<b>Parties and Effective Date</b>	<p>(a) European Cobalt Ltd (ACN 144 079 667) of Suite 23, Level 1, 513 Hay Street, Subiaco, WA, 6008, Australia (<b>Buyer</b>);</p> <p>(b) 55 North Mining Inc. of 401 Bay Street, Suite 2702, Toronto, Ontario, M5H 2Y4 (<b>Seller</b>),</p> <p>(collectively, the <b>Parties</b>).</p> <p>This document (<b>Terms Sheet</b>) is dated 26 June 2020 (<b>Effective Date</b>).</p>
2.	<b>Background</b>	<p>(a) The Seller is the legal and beneficial owner of the Project.</p> <p>(b) The Seller and Buyer are parties to a binding letter of intent dated 27 May 2020 (<b>LOI</b>), which contemplates the Seller and Buyer entering into a binding definitive tenement sale agreement for the Project.</p> <p>(c) The Seller agrees to sell all of its interest in the Project to the Buyer, and the Buyer agrees to purchase the Project, on the terms and conditions set out in this Terms Sheet (<b>Acquisition</b>).</p>
3.	<b>Nature of Terms Sheet</b>	<p>(a) This Terms Sheet is legally binding on the Parties.</p> <p>(b) To the extent of any inconsistency between this Terms Sheet and the LOI, this Terms Sheet shall prevail.</p>
4.	<b>Option Fee</b>	<p>(a) The Buyer agrees to pay the Seller a non-refundable option fee of CAD\$100,000 (<b>Option Fee</b>) by way of electronic transfer of immediately available funds to the bank account nominated by the Seller by 1 June 2020.</p> <p>(b) The Seller acknowledges the receipt of the Option Fee has occurred in accordance with clause 4(a).</p> <p>(c) Upon payment of the Option Fee, the Buyer was granted an exclusive option to acquire the Project during the period from 27 May 2020 to 26 June 2020 (inclusive) on the terms set out in this Terms Sheet (<b>Option</b>).</p>
5.	<b>Exclusivity and due diligence</b>	<p>(a) In consideration for the Buyer having paid the Option Fee referred to in clause 4(a), during the period from 27 May 2020 to 26 June 2020 (inclusive) (<b>Exclusivity Period</b>), the Seller must not (and must procure that its related bodies corporate do not):</p> <ul style="list-style-type: none"> <li>(i) enter into any discussions, negotiations, agreements (binding or otherwise) with any party (or encourage, solicit or procure any party to do any of those things) in relation to a direct or indirect sale of, or an option to sell, all or some of the Project;</li> <li>(ii) grant any rights over the Project or contract to sell the Project except to the Buyer; or</li> <li>(iii) encumber, assign, charge or otherwise dispose of the Project or any of its rights in respect of the Project, except to the Buyer, unless it has obtained the Buyer's prior written approval or the Seller does so because it is required by law or a governmental authority.</li> </ul> <p>(b) During the Exclusivity Period, the Seller must:</p>

Category		Terms
		<ul style="list-style-type: none"> <li>(i) grant the Buyer, and its agents, access to the Project and any other information that the Buyer considers (acting reasonably) may be material to the Buyer's due diligence investigations on the Project; and</li> <li>(ii) provide all reasonable assistance requested by the Buyer or its agents to access the Project, including all mining information in relation to the Permits held by the relevant government authorities.</li> </ul>
6.	<b>Obligations Prior to Completion</b>	<p>During the period from the Effective Date until the earlier of Completion and termination of this Terms Sheet, the Seller must:</p> <ul style="list-style-type: none"> <li>(a) provide the Buyer with copies of all material notices and documents received by the Seller in relation to any of the Permits from and after the Effective Date;</li> <li>(b) maintain the Permits in full force and effect, free from any liability to forfeiture or non-renewal under applicable laws, by observing and performing all stipulations and conditions relating to the Permits, including but not limited to: <ul style="list-style-type: none"> <li>(i) meeting the minimum annual expenditure required by the relevant government body; and</li> <li>(ii) meeting all rents, rates, taxes, survey fees and other outgoings (periodical or otherwise) chargeable or payable in respect of the Permits; and</li> </ul> </li> <li>(c) other than as contemplated by this Terms Sheet: <ul style="list-style-type: none"> <li>(i) not Encumber the Permits;</li> <li>(ii) not sell, assign or dispose of, or agree to do so, any legal or beneficial interest in the Permits;</li> <li>(iii) not do, or omit to do, anything that may result in the cancellation or forfeiture of any of the Permits;</li> <li>(iv) not enter into any new contracts or incur any new liabilities in relation to the Permits; or</li> <li>(v) not, without the prior consent of the Buyer, relinquish any portion of any of the Permits.</li> </ul> </li> </ul>
7.	<b>Conditions precedent</b>	<ul style="list-style-type: none"> <li>(a) Completion of the Acquisition is conditional upon the satisfaction (or waiver) of the following conditions precedent: <ul style="list-style-type: none"> <li>(i) <b>Exercise of the Option:</b> the Buyer providing written notice to the Seller that it wishes to exercise the Option on or before the end of the Exclusivity Period;</li> <li>(ii) <b>Due diligence:</b> the Buyer giving notice to the Seller of its completion of due diligence on the Project (to the sole satisfaction of the Buyer in its absolute discretion) on or before the end of the Exclusivity Period (<b>Due Diligence Condition</b>);</li> <li>(iii) <b>Third party consents and regulatory approvals:</b> <ul style="list-style-type: none"> <li>(A) the obtaining of any consent, approval by any governmental authorities, on terms reasonably acceptable to the Buyer, that is required in connection with the Acquisition;</li> </ul> </li> </ul> </li> </ul>

Category		Terms
		<p>(B) the obtaining of any consent, approval or signed document (including any deed of assignment and assumption), on terms reasonably acceptable to the Buyer, that is required to be obtained under the terms of any Third Party Agreement in connection with the Acquisition;</p> <p>(C) the obtaining of the approval of the shareholders of the Seller at a meeting called for that purpose in accordance with the provisions of the Canada Business Corporations Act and the securities laws of Canada; and</p> <p>(iv) <b>Instrument of transfer:</b> the Seller providing a duly executed instrument of transfer in relation to the Project,</p> <p>(together, the <b>Conditions Precedent</b>).</p> <p>(b) The Conditions Precedent are for the benefit of the Buyer and may only be waived by the Buyer in its sole discretion by giving written notice to the Seller.</p> <p>(c) Unless otherwise expressly stated otherwise, if any of the Conditions Precedent are not satisfied (or waived in accordance with this Terms Sheet) on or before 5.00pm (WST) on 27 October 2020 (or such other date as agreed by the Parties), any Party may terminate this Terms Sheet by notice in writing to the other Party.</p> <p>(d) Each Party must use reasonable endeavours to obtain the satisfaction of the Conditions Precedent, including procuring the performance by a third party, and keep the other Parties informed as to the status of satisfaction of the Conditions Precedent and must notify the other Party as soon as a Condition Precedent has been satisfied or becomes incapable of being satisfied.</p>
8.	<b>Consideration</b>	<p>In consideration for the Acquisition, Buyer agrees to, at Completion:</p> <p>(a) issue to Seller (or its nominee shareholders) 100,000,000 fully paid ordinary shares in the capital of Buyer (<b>Shares</b>) with a deemed issue price of A\$0.02 per Share (<b>Consideration Shares</b>); and</p> <p>(b) pay CAD\$650,000 cash into the bank account nominated by the Seller (<b>Consideration Payment</b>),.</p> <p>(together, the <b>Consideration</b>).</p>
9.	<b>Consideration Shares</b>	<p>(a) The Consideration Shares will be:</p> <p>(i) fully paid;</p> <p>(ii) rank equally with all other Shares on issue as at the relevant date of issue; and</p> <p>(iii) will be subject to voluntary escrow in accordance with clause 10 (but will otherwise not be subject to any restrictions regarding on-sale under section 707 of the Corporations Act).</p> <p>(b) Promptly following issue of any Consideration Shares, Buyer must procure:</p> <p>(i) delivery of a share certificate in respect of the Consideration Shares; and</p> <p>(ii) entry of Seller (or its nominee shareholder nominees as prescribed by the Seller) into the register of members of Buyer as the registered holder of the Consideration Shares (as applicable).</p>



Category		Terms
		<p>(c) Prior to or contemporaneously with the issue of any Consideration Shares, the Buyer will lodge with ASIC a "cleansing prospectus" prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the relevant securities does not require disclosure to investors.</p>
10.	<b>Voluntary Escrow</b>	<p>(a) Subject to clause 10(d), the Seller agrees that the Consideration Shares will be subject to voluntary escrow for 3 months from the date of issue (<b>Escrow Period</b>).</p> <p>(b) The Parties will do or procure to be done all such things and sign or procure to be signed all such documents as are required to give effect to the voluntary escrow of the Consideration Shares for the Escrow Period.</p> <p>(c) Buyer may request its share registry to place a Holding Lock on all the escrowed Consideration Shares and, subject to clause 10(d), Buyer will not be obliged to ask its share registry to remove the Holding Lock until the expiry of the Escrow Period (at which point it must instruct its share registry to remove the Holding Lock).</p> <p>(d) During the Escrow Period, the Seller (or its nominee/s) may:</p> <ul style="list-style-type: none"> <li>(i) accept the Consideration Shares into a takeover bid made under Chapter 6 of the Corporations Act in respect of all the Consideration Shares that are or have become free of any defeating conditions (other than a condition in respect of the events listed in section 652C of the Corporations Act);</li> <li>(ii) have the Consideration Shares transferred or cancelled as part of the transfer or cancellation of all the Buyer Shares as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or</li> <li>(iii) otherwise deal with the Consideration Shares as may be required by applicable law or order of a court of competent jurisdiction,</li> </ul> <p>and Seller must ask its share registry to remove the Holding Lock to allow the Buyer (or its nominee/s) to deal with the Consideration Shares as permitted under this clause 10(d).</p>
11.	<b>Completion</b>	<p>(a) Completion of the Acquisition will occur on that date that is 30 days after the satisfaction (or waiver in accordance with this Terms Sheet) of the Conditions Precedent or such other date as may be agreed by the Parties (<b>Completion Date</b>).</p> <p>(b) At or prior to Completion, the Seller must deliver to the Buyer:</p> <ul style="list-style-type: none"> <li>(i) all documents which are necessary to transfer all of the Seller's interest in the Project from the Seller to the Buyer (including the instrument of transfer specified in clause 7(a)(iv), under the terms of any Third Party Agreement or for the purposes of the registration of the Buyer as the holder of the Permits) and, if required by the Buyer, such documents must be duly executed by the Seller and any relevant third parties;</li> <li>(ii) all information (including Mining Information), documents, minutes, books and other records held by the Seller in relation to the Permits; and</li> <li>(iii) take any other action reasonably required to give effect to the terms of this Terms Sheet.</li> </ul> <p>(c) The actions to take place under this clause 11 are interdependent and must take place, as nearly as possible, simultaneously. If one action</p>

Category		Terms
		<p>does not take place, then without prejudice to any rights available to any Party as a consequence:</p> <ul style="list-style-type: none"> <li>(i) there is no obligation on any Party to undertake or perform any of the other actions;</li> <li>(ii) to the extent that such actions have already been undertaken, the Parties must do everything reasonably required to reverse those actions; and</li> <li>(iii) each Party must return to the other all documents delivered to it under this clause 11, and must each repay to the other all payments received by it under this Terms Sheet, without prejudice to any other rights any Party may have in respect of that failure.</li> </ul> <p>(d) Buyer may, in its sole discretion, waive any or all of the actions that Seller is required to perform under this 11.</p>
12.	<b>Title and risk</b>	<p>(a) Subject to clause 14, on and from Completion:</p> <ul style="list-style-type: none"> <li>(i) title in the Project will pass to and vest in the Buyer, or a nominee thereof, free of any Encumbrances; and</li> <li>(ii) risk in the Project will pass to and vest in the Buyer.</li> </ul>
13.	<b>Post Completion</b>	<p>(a) The Seller shall, on and from Completion and until such time as the transfer of the Project is registered:</p> <ul style="list-style-type: none"> <li>(i) promptly do all such things and provide such assistance as the Buyer reasonably requires, to obtain any required consents and approvals under applicable law or as required by any governmental authority to effect the matters contemplated by this Terms Sheet, to transfer the Project into the Buyer's name expeditiously;</li> <li>(ii) promptly provide the Buyer with copies of all correspondence received by the Seller in connection with the Project;</li> <li>(iii) not Encumber or otherwise create any interest or deal with or agree to deal with the Project; and</li> <li>(iv) execute all such transfers, assurances, declarations and notices and do all such acts and things as the Buyer may deem reasonably necessary to effectually vest the beneficial and legal title in the Project to the Buyer.</li> </ul> <p>(b) If, following Completion, any of the rights as legal and beneficial owner of the Project are not legally capable of being transferred to, conferred upon or exercised by the Buyer in its name, the Seller shall hold those rights in trust for the Seller, until such time that those rights are capable of being transferred to, conferred upon or exercised by the Buyer in its name.</p>
14.	<b>Seller's obligations until registration of Permits is effective</b>	<p>(a) From Completion, Seller irrevocably appoints Buyer as its attorney to do all things necessary so that the Permits can be transferred to Buyer in Buyer's name.</p> <p>(b) The Seller shall, on and from Completion and until such time as all of the Permits are transferred into Buyer's name:</p> <ul style="list-style-type: none"> <li>(i) promptly do all such things and provide such assistance as Buyer reasonably requires, and at Buyer's reasonable cost, to obtain any required consents and approvals under the Mining Act or</li> </ul>

Category		Terms
		<p>other applicable law or as required by any governmental authority to effect the matters contemplated by this Terms Sheet;</p> <p>(ii) promptly provide Buyer with copies of all correspondence received by in connection with the Permits;</p> <p>(iii) not encumber or otherwise create any interest or deal with or agree to deal with the Permits; and</p> <p>(c) execute all such transfers, assurances, declarations and notices and do all such acts and things as Buyer may deem reasonably necessary to effectually vest the beneficial and legal title in the Permits to Buyer free from Encumbrances.</p>
15.	<b>Mutual warranties</b>	<p>(a) Each of the Parties represents and warrants to the other that as at Effective Date:</p> <p>(i) <b>No legal impediment:</b> the execution, delivery and performance by it of this Terms Sheet complies with each law, regulation, authorisation, ruling, judgement, order or decree of any government agency and any security interest or document, which is binding on it;</p> <p>(ii) <b>Corporate power:</b> it has the corporate or limited liability company power to enter into and perform its obligations under this Terms Sheet and to carry out the transactions contemplated by this Terms Sheet; and</p> <p>(iii) <b>Insolvency:</b> it is not subject to an Insolvency Event nor have any steps been taken for, or fact, act, matter or circumstances occurred which may be likely to give rise to any steps being taken that may result in an Insolvency Event.</p> <p>(b) Each of the above representations and warranties is to be construed independently of the others and is not limited by reference to any other representation and warranty.</p> <p>(c) Each Party acknowledges that the other Party has entered into this Terms Sheet in full reliance on the above representations and warranties.</p>
16.	<b>Seller Warranties</b>	<p>(a) The Seller gives the representations and warranties set out in Annexure B (<b>Seller Warranties</b>) as at the Effective Date and on each day up until and including the Completion Date (unless expressly stated otherwise).</p> <p>(b) Each of the Seller Warranties are to be construed independently of the others and is not limited by reference to any of the other Seller Warranties.</p> <p>(c) The Seller indemnifies the Buyer against all Loss incurred by the Buyer arising directly from or incurred in connection with any incorrect or misleading Seller Warranty.</p> <p>(d) The Seller acknowledges that the Buyer has entered into this Terms Sheet in full reliance on the Seller Warranties.</p> <p>(e) This clause 16 survives termination of this Terms Sheet.</p>
17.	<b>Termination</b>	<p>(a) If:</p> <p>(i) an Insolvency Event occurs in respect of any of the Seller; or</p> <p>(ii) the Seller defaults in the due observance or performance of any of their respective obligations under this Terms Sheet and the</p>

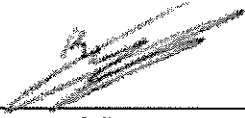
Category	Terms	Terms
		<p>default continues for 15 days after the receipt of notice in writing from the Buyer to remedy the default,</p> <p>then the Buyer may, without prejudice to its other rights at law or equity in respect of the default, and without being obliged to give further notice, terminate this Terms Sheet.</p> <p>(b) If the Buyer defaults in the due observance or performance of any of its obligations under this Terms Sheet and the default continues for 15 days after the receipt of notice in writing from the Seller to remedy the default, then the Seller may, without prejudice to its other rights at law or equity in respect of the default, and without being obliged to give further notice, terminate this Terms Sheet.</p> <p>(c) On termination of this Terms Sheet:</p> <p>(i) the Parties will be released from their obligations under this Terms Sheet except those expressed to survive termination or expiry;</p> <p>(ii) each party retains the rights it has against the other Parties in respect of any breaches of this Terms Sheet that occurred prior to termination or expiry; and</p> <p>(iii) each Party must return to the relevant Party all Confidential Information provided to it by the other Parties in connection with the Transaction.</p>
18.	<b>Confidentiality</b>	<p>(a) This Terms Sheet and all other information disclosed by the Parties (and their representatives) to each other in connection with this Terms Sheet (<b>Confidential Information</b>) is confidential and each Party must ensure that the Confidential Information remains confidential, except that the Parties may make disclosure of the Confidential Information:</p> <p>(i) to their relevant advisors or financiers;</p> <p>(ii) if the information is generally and publicly available other than as a result of a breach of confidence;</p> <p>(iii) as required by the law, court order or relevant stock exchange listing rules (on which it or any related entity is listed); or</p> <p>(iv) as otherwise agreed in writing between the Parties.</p> <p>(b) The Parties acknowledge that this clause shall survive expiry or termination of this Terms Sheet.</p>
19.	<b>Assignment</b>	<p>(a) A Party must not assign any of the rights or obligations conferred by this Terms Sheet without the prior written consent of the other Party.</p> <p>(b) Notwithstanding the above, the Seller acknowledges that the Buyer may (at its absolute discretion) incorporate a wholly owned special purpose vehicle in Canada (<b>SPV</b>) to hold its interests in the Project, in which case the Parties will execute and do all deeds, acts, documents and things as may reasonably be required for the SPV to be made a party to this Terms Sheet and any related agreements.</p>
20.	<b>Notices</b>	<p>(a) The address for service of notices under this Terms Sheet to each Party is as follows:</p> <p>(i) in respect of the Seller:</p> <p>Name: 55 North Mining Inc</p>

Category		Terms
		<p>Address: 401 Bay Street, Suite 2702, Toronto, Ontario, M5H 2Y4</p> <p>Email: Br@idahochamp.com</p> <p>For the attention of: Bruce Reid</p> <p>(ii) in respect of the Buyer:</p> <p>Name: European Cobalt Ltd</p> <p>Address: Suite 23, Level 1, 513 Hay Street, Subiaco, WA, 6008, Australia</p> <p>Email: rob@europeancobalt.com</p> <p>For the attention of: Rob Jewson</p> <p>(b) A notice will be deemed to have been received:</p> <p>(i) if sent by courier, at the time of delivery to the recipient; or</p> <p>(ii) if sent by email, 2 hours after the time sent (as recorded on the device of the sender) unless the sender receives an automated message that the email has not been received or that the recipient of the email is unavailable.</p>
21.	<b>Further Assurance</b>	Each Party shall sign and execute and do all deeds, acts, documents and things as may reasonably be required by the other Party to effectively carry out and give effect to the terms and intentions of this Terms Sheet.
22.	<b>Governing Law</b>	<p>(a) The agreement constituted by this Terms Sheet shall be governed by and construed in accordance with the law from time to time Ontario, Canada.</p> <p>(b) The Parties agree to submit to the non-exclusive jurisdiction of the courts of Ontario, Canada (<b>Courts</b>) and the Courts which hear appeals from those Courts.</p>
23.	<b>Amendment</b>	This Terms Sheet may only be varied by written agreement signed by each of the Parties.
24.	<b>Severability</b>	Any provision of this Terms Sheet which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.
25.	<b>No merger</b>	A Party's rights and obligations do not merge on completion of any transaction under this Terms Sheet.
26.	<b>Waiver</b>	The failure of any party to enforce any provision or provisions of this Terms Sheet shall not be construed as a waiver of the right of that party thereafter to enforce any provisions of this Terms Sheet. A waiver of any right, power or remedy under this Terms Sheet must be in writing signed by the Party granting it.
27.	<b>Costs</b>	Each Party shall bear its own costs (including legal costs) of and incidental to the preparation, negotiation, execution and performance of this Terms Sheet.
28.	<b>Counterparts</b>	<p>This Terms Sheet may be executed:</p> <p>(a) in any number of counterparts, each of which when executed and delivered to the other Parties shall constitute an original, but all counterparts together shall constitute one and the same agreement; and</p>

Category	Terms
	(b) by written or electronic signature.
29.	<p><b>Defined Terms</b></p> <p>Capitalised terms not otherwise defined in this Terms Sheet have the meanings given below:</p> <p><b>ASX</b> means ASX Limited and where the context permits the Australian Securities Exchange operated by ASX Limited.</p> <p><b>Completion</b> means completion of the transfer of the Project in accordance with clause 11.</p> <p><b>Encumbrances</b> means any royalty, mortgage, lien, charge, pledge, caveat, contract, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant, lease, pre-emptive right or any other right, interest, claim or demand of any third party or any agreement or arrangement having the same effect.</p> <p><b>Environmental Liability</b> means any obligation, liability, expense, penalty or fine under any environmental law and the obligation to carry out any rehabilitation, rectification, reclamation or mine closure work of any nature or kind whether pursuant to an environmental law, any licence or permit relating to the Project, the requirements of any government authority in connection with the Project or any condition attaching to the Project.</p> <p><b>Insolvency Event</b> means:</p> <ul style="list-style-type: none"> <li>(a) a receiver, manager, receiver and manager, trustee, administrator, controller or similar officer is appointed in respect of a person or any asset of a person;</li> <li>(b) a liquidator or provisional liquidator is appointed in respect of the corporation;</li> <li>(c) any application (not being an application withdrawn or dismissed within seven (7) Business Days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purposes of: <ul style="list-style-type: none"> <li>(i) appointing a person referred to in paragraphs (a) or (b);</li> <li>(ii) winding up a corporation; or</li> <li>(iii) proposing or implementing a scheme of arrangement;</li> </ul> </li> <li>(d) a moratorium of any debts of a person, or an official assignment, or a composition, or an arrangement (formal or informal) with a person's creditors, or any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared, or agreed to, or is applied for and the application is not withdrawn or dismissed within seven (7) days;</li> <li>(e) a person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or</li> <li>(f) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person.</li> </ul> <p><b>Holding Lock</b> has the same meaning given to that term in the ASX Settlement Operating Rules.</p>

Category	Terms
	<p><b>Loss</b> means all damage, loss, cost and expenses (including legal costs and expenses of whatsoever nature or description).</p> <p><b>Mining Information</b> means all technical and legal documentation and information including (without limitation) geological, geochemical and geophysical reports, surveys, mosaics, aerial photographs, drill logs, core samples, assay results, title documents, maps and plans relating to the Permits, whether in physical, written or electronic form.</p> <p><b>NSR</b> means the 2% net smelter royalty applicable to Lease Claim Number CLM 114 with 1% buyback provision for \$1,500,000. and All mining claims listed are subject to 2% NSR Royalty with 1% buyback provision for \$1,000,000 plus CPI adjustment.</p> <p><b>Permits</b> means those permits, leases and/or claims listed as such in Annexure A and includes any extension, renewal, variation, conversion, amalgamation, replacement or substitution of those permits, and any permit applied for or granted in substitution, conversion or retention for the Permits whether in whole or in part and any application for, or interest in any of the foregoing which confer, or will confer like rights.</p> <p><b>Project</b> means the Permits and the Mining Information.</p> <p><b>Terms Sheet</b> means this terms sheet, as may be amended from time to time and includes all schedules and annexures.</p> <p><b>Third Party Agreement</b> means any agreement or arrangement, which is disclosed by the Seller to the Buyer prior to the satisfaction of the Due Diligence Condition, in respect of which any consent, approval or signed document is required to be obtained in connection with the Acquisition.</p>

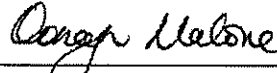
EXECUTED by European Cobalt Ltd (ACN )  
144 079 667) in accordance with section 127 )  
of the Corporations Act 2001 (Cth): )  
)



\_\_\_\_\_  
Signature of director

Robert Jewson

\_\_\_\_\_  
Name of director



\_\_\_\_\_  
Signature of director/company secretary\*

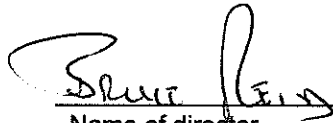
Oonagh Malone

\_\_\_\_\_  
Name of director/company secretary\*  
\*please delete as applicable

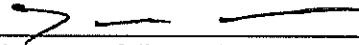
EXECUTED by 55 North Mining Inc. )  
in accordance with its constituent documents )  
)  
)



\_\_\_\_\_  
Signature of director



\_\_\_\_\_  
Name of director



\_\_\_\_\_  
Signature of director/company secretary\*



\_\_\_\_\_  
Name of director/company secretary\*  
\*please delete as applicable



## Annexure A Permit Details

The following claims are located in Ontario, Canada:

Legacy Claim Id	Township / Area	Tenure ID	Tenure Type	Anniversary Date
1149934	SOTHMAN	294952	Single Cell Mining Claim	2022-03-04
1149934	SOTHMAN	209563	Single Cell Mining Claim	2021-05-30
1149934	SOTHMAN	209562	Single Cell Mining Claim	2021-05-30
1149934	SOTHMAN	201510	Single Cell Mining Claim	2022-05-07
1149934	SOTHMAN	162229	Single Cell Mining Claim	2022-05-07
1149934	SOTHMAN	144094	Single Cell Mining Claim	2021-05-30
1149934	SOTHMAN	126919	Single Cell Mining Claim	2022-05-07
1149934	SOTHMAN	100791	Single Cell Mining Claim	2021-05-30
1149934	SOTHMAN	100790	Single Cell Mining Claim	2021-05-30
1149935	SEMPLE	248134	Single Cell Mining Claim	2020-07-09
1149935	SEMPLE	228670	Single Cell Mining Claim	2020-07-09
1149935	SEMPLE	206185	Single Cell Mining Claim	2020-07-09
1149935	SEMPLE	198694	Single Cell Mining Claim	2020-07-09
1149935	SEMPLE	172435	Single Cell Mining Claim	2020-07-09
1149935	SEMPLE	150615	Single Cell Mining Claim	2020-07-09
1149935	SEMPLE	115253	Single Cell Mining Claim	2020-07-09
1149935	SEMPLE	104804	Single Cell Mining Claim	2020-07-09
1149936	SOTHMAN	295855	Single Cell Mining Claim	2021-08-28
1149936	SOTHMAN	291071	Single Cell Mining Claim	2021-05-20
1149936	SOTHMAN	240798	Single Cell Mining Claim	2020-08-28
1149936	SOTHMAN	197660	Single Cell Mining Claim	2021-05-20
1149936	SOTHMAN	191393	Single Cell Mining Claim	2020-05-20
1149936	SOTHMAN	181092	Single Cell Mining Claim	2021-05-20
1149936	SOTHMAN	127916	Single Cell Mining Claim	2021-05-20
1149936	SOTHMAN	104782	Single Cell Mining Claim	2021-08-28
1149936	SOTHMAN	104781	Single Cell Mining Claim	2020-08-28
1149937	SOTHMAN	335880	Single Cell Mining Claim	2020-05-07
1149937	SOTHMAN	327126	Single Cell Mining Claim	2020-05-07
1149937	SOTHMAN	307740	Single Cell Mining Claim	2020-05-07
1149937	SOTHMAN	271654	Single Cell Mining Claim	2022-05-07
1149937	SOTHMAN	271653	Single Cell Mining Claim	2021-05-20
1149937	SOTHMAN	260476	Single Cell Mining Claim	2020-05-07
1149937	SOTHMAN	260475	Single Cell Mining Claim	2021-05-07
1149937	SOTHMAN	260456	Single Cell Mining Claim	2020-05-07
1149937	SOTHMAN	248465	Single Cell Mining Claim	2021-05-07
1149937	SOTHMAN	248452	Single Cell Mining Claim	2021-05-07
1149937	SOTHMAN	240408	Single Cell Mining Claim	2020-05-07
1149937	SOTHMAN	235000	Single Cell Mining Claim	2021-05-20
1149937	SOTHMAN	216987	Single Cell Mining Claim	2021-05-20
1149937	SOTHMAN	211746	Single Cell Mining Claim	2020-05-07
1149937	SOTHMAN	209562	Single Cell Mining Claim	2021-05-30
1149937	SOTHMAN	204480	Single Cell Mining Claim	2020-05-07
1149937	SOTHMAN	173713	Single Cell Mining Claim	2021-05-07
1149937	SOTHMAN	162229	Single Cell Mining Claim	2022-05-07
1149937	SOTHMAN	160395	Single Cell Mining Claim	2022-05-07
1149937	SOTHMAN	159246	Single Cell Mining Claim	2020-05-07
1149937	SOTHMAN	144094	Single Cell Mining Claim	2021-05-30
1149937	SOTHMAN	112030	Single Cell Mining Claim	2020-05-07
1149938	SOTHMAN	312046	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	312044	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	291072	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	271654	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	245941	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	245940	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	228918	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	201512	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	201510	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	201508	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	162229	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	160395	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	160394	Single Cell Mining Claim	2022-05-07

Legacy Claim Id	Township / Area	Tenure ID	Tenure Type	Anniversary Date
1149938	SOTHMAN	126919	Single Cell Mining Claim	2022-05-07
1149938	SOTHMAN	100789	Single Cell Mining Claim	2022-05-07
1149939	SOTHMAN	342665	Single Cell Mining Claim	2023-03-04
1149939	SOTHMAN	291072	Single Cell Mining Claim	2022-05-07
1149939	SOTHMAN	291071	Single Cell Mining Claim	2021-05-20
1149939	SOTHMAN	288210	Single Cell Mining Claim	2023-03-04
1149939	SOTHMAN	271654	Single Cell Mining Claim	2022-05-07
1149939	SOTHMAN	271653	Single Cell Mining Claim	2021-05-20
1149939	SOTHMAN	264177	Single Cell Mining Claim	2021-05-20
1149939	SOTHMAN	235000	Single Cell Mining Claim	2021-05-20
1149939	SOTHMAN	228918	Single Cell Mining Claim	2022-05-07
1149939	SOTHMAN	216987	Single Cell Mining Claim	2021-05-20
1149939	SOTHMAN	216455	Single Cell Mining Claim	2023-03-04
1149939	SOTHMAN	197660	Single Cell Mining Claim	2021-05-20
1149939	SOTHMAN	181092	Single Cell Mining Claim	2021-05-20
1149939	SOTHMAN	117629	Single Cell Mining Claim	2021-05-20
1191895	SEMPL	307980	Single Cell Mining Claim	2020-07-04
1191895	SEMPL	307979	Single Cell Mining Claim	2020-07-04
1191895	SEMPL	248136	Single Cell Mining Claim	2020-05-31
1191895	SEMPL	248135	Single Cell Mining Claim	2020-05-31
1191895	SEMPL	248134	Single Cell Mining Claim	2020-07-09
1191895	SEMPL	248133	Single Cell Mining Claim	2021-02-18
1191895	SEMPL	241338	Single Cell Mining Claim	2021-02-18
1191895	SEMPL	241337	Single Cell Mining Claim	2021-02-18
1191895	SEMPL	241336	Single Cell Mining Claim	2020-07-04
1191895	SEMPL	228671	Single Cell Mining Claim	2021-02-18
1191895	SEMPL	228670	Single Cell Mining Claim	2020-07-09
1191895	SEMPL	191936	Single Cell Mining Claim	2020-07-04
1191895	SEMPL	191424	Single Cell Mining Claim	2021-02-18
1191895	SEMPL	174598	Single Cell Mining Claim	2021-02-18
1191895	SEMPL	174597	Single Cell Mining Claim	2021-02-18
1191895	SEMPL	174596	Single Cell Mining Claim	2021-02-18
1191895	SEMPL	172435	Single Cell Mining Claim	2020-07-09
1191895	SEMPL	154453	Single Cell Mining Claim	2021-02-18
1191895	SEMPL	154452	Single Cell Mining Claim	2020-05-31
1191895	SEMPL	139409	Single Cell Mining Claim	2020-05-31
1191895	SEMPL	127939	Single Cell Mining Claim	2021-02-18
1191895	SEMPL	104807	Single Cell Mining Claim	2021-03-04
1191895	SEMPL	104806	Single Cell Mining Claim	2021-03-04
1191895	SEMPL	104805	Single Cell Mining Claim	2021-02-18
1191895	SEMPL	104804	Single Cell Mining Claim	2020-07-09
1227898	SEMPL	339758	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	339757	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	299460	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	280849	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	280848	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	252347	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	252346	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	248136	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	248135	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	214431	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	197703	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	178150	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	154452	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	149585	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	149584	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	139409	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	132924	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	132923	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	109282	Single Cell Mining Claim	2020-05-31
1227898	SEMPL	109281	Single Cell Mining Claim	2020-05-31
1247541	SOTHMAN	316461	Single Cell Mining Claim	2020-04-15
1247541	SOTHMAN	309747	Single Cell Mining Claim	2020-04-15
1247541	SOTHMAN	271240	Single Cell Mining Claim	2020-04-15
1247541	SOTHMAN	271239	Single Cell Mining Claim	2020-04-15
1247541	SOTHMAN	209563	Single Cell Mining Claim	2021-05-30
1247541	SOTHMAN	205241	Single Cell Mining Claim	2020-04-15

Legacy Claim Id	Township / Area	Tenure ID	Tenure Type	Anniversary Date
1247541	SOTHMAN	204480	Single Cell Mining Claim	2020-05-07
1247541	SOTHMAN	176398	Single Cell Mining Claim	2020-04-15
1247541	SOTHMAN	167299	Single Cell Mining Claim	2020-04-15
1247541	SOTHMAN	152624	Single Cell Mining Claim	2020-04-15
1247541	SOTHMAN	144094	Single Cell Mining Claim	2021-05-30
1247541	SOTHMAN	100791	Single Cell Mining Claim	2021-05-30
1247542	SOTHMAN	316461	Single Cell Mining Claim	2020-04-15
1247542	SOTHMAN	316460	Single Cell Mining Claim	2020-04-15
1247542	SOTHMAN	316459	Single Cell Mining Claim	2020-04-15
1247542	SOTHMAN	315038	Single Cell Mining Claim	2020-04-15
1247542	SOTHMAN	309748	Single Cell Mining Claim	2020-04-15
1247542	SOTHMAN	309747	Single Cell Mining Claim	2020-04-15
1247542	SOTHMAN	294952	Single Cell Mining Claim	2022-03-04
1247542	SOTHMAN	261945	Single Cell Mining Claim	2020-04-15
1247542	SOTHMAN	222521	Single Cell Mining Claim	2020-04-15
1247542	SOTHMAN	201513	Single Cell Mining Claim	2022-03-04
1247542	SOTHMAN	176398	Single Cell Mining Claim	2020-04-15
1247542	SOTHMAN	140781	Single Cell Mining Claim	2020-04-15
1247542	SOTHMAN	139772	Single Cell Mining Claim	2020-04-15
1247542	SOTHMAN	100792	Single Cell Mining Claim	2022-03-04
1247542	SOTHMAN	100791	Single Cell Mining Claim	2021-05-30
1247543	SOTHMAN	315038	Single Cell Mining Claim	2020-04-15
1247543	SOTHMAN	249067	Single Cell Mining Claim	2020-04-15
1247543	SOTHMAN	249066	Single Cell Mining Claim	2020-04-15
1247543	SOTHMAN	241015	Single Cell Mining Claim	2020-04-15
1247543	SOTHMAN	139773	Single Cell Mining Claim	2020-04-15
1247543	SOTHMAN	139772	Single Cell Mining Claim	2020-04-15
30001053	SOTHMAN	340811	Single Cell Mining Claim	2020-08-28
30001053	SOTHMAN	328401	Single Cell Mining Claim	2021-03-04
30001053	SEMPL	328400	Single Cell Mining Claim	2021-03-04
30001053	SOTHMAN	289227	Single Cell Mining Claim	2021-03-04
30001053	SOTHMAN	281137	Single Cell Mining Claim	2023-03-04
30001053	SEMPL, SOTHMAN	281136	Single Cell Mining Claim	2023-03-04
30001053	SOTHMAN	271066	Single Cell Mining Claim	2021-02-18
30001053	SOTHMAN	251981	Single Cell Mining Claim	2021-02-18
30001053	SOTHMAN	245856	Single Cell Mining Claim	2021-02-18
30001053	SEMPL	233160	Single Cell Mining Claim	2021-03-04
30001053	SOTHMAN	215123	Single Cell Mining Claim	2023-03-04
30001053	SEMPL, SOTHMAN	166389	Single Cell Mining Claim	2021-02-18
30001053	SEMPL, SOTHMAN	166388	Single Cell Mining Claim	2021-02-18
30001053	SEMPL	121840	Single Cell Mining Claim	2021-03-04
30001053	SEMPL	121839	Single Cell Mining Claim	2021-03-04
30001053	SEMPL, SOTHMAN	119426	Single Cell Mining Claim	2021-02-18
3005882	SEMPL	328400	Single Cell Mining Claim	2021-03-04
3005882	SEMPL	280849	Single Cell Mining Claim	2020-05-31
3005882	SEMPL	248136	Single Cell Mining Claim	2020-05-31
3005882	SEMPL	233160	Single Cell Mining Claim	2021-03-04
3005882	SEMPL	121840	Single Cell Mining Claim	2021-03-04
3005882	SEMPL	121839	Single Cell Mining Claim	2021-03-04
3005882	SEMPL	104807	Single Cell Mining Claim	2021-03-04
3005882	SEMPL	104806	Single Cell Mining Claim	2021-03-04
3005884	SOTHMAN	342665	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	319396	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	290063	Single Cell Mining Claim	2023-03-04
3005884	SEMPL, SOTHMAN	290047	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	288210	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	281997	Boundary Cell Mining Claim	2023-03-04
3005884	SOTHMAN	281137	Single Cell Mining Claim	2023-03-04
3005884	SEMPL, SOTHMAN	281136	Single Cell Mining Claim	2023-03-04
3005884	SEMPL, SOTHMAN	233974	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	222540	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	216455	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	215407	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	215123	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	198909	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	179406	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	150138	Single Cell Mining Claim	2023-03-04

Legacy Claim Id	Township / Area	Tenure ID	Tenure Type	Anniversary Date
3005884	SOTHMAN	134195	Single Cell Mining Claim	2023-03-04
3005884	SEMPLE, SOTHMAN	134194	Boundary Cell Mining Claim	2023-03-04
3005884	SOTHMAN	122685	Single Cell Mining Claim	2023-03-04
3005884	SOTHMAN	106129	Boundary Cell Mining Claim	2023-03-04
3005884	SEMPLE, SOTHMAN	106128	Boundary Cell Mining Claim	2023-03-04
3005885	SOTHMAN	340811	Single Cell Mining Claim	2020-08-28
3005885	SOTHMAN	328401	Single Cell Mining Claim	2021-03-04
3005885	SOTHMAN	315433	Single Cell Mining Claim	2021-03-04
3005885	SOTHMAN	289227	Single Cell Mining Claim	2021-03-04
3005885	SOTHMAN	281137	Single Cell Mining Claim	2023-03-04
3005885	SOTHMAN	230539	Single Cell Mining Claim	2021-08-28
3005885	SOTHMAN	222540	Single Cell Mining Claim	2023-03-04
3005885	SOTHMAN	216455	Single Cell Mining Claim	2023-03-04
3005885	SOTHMAN	197660	Single Cell Mining Claim	2021-05-20
3005885	SOTHMAN	140802	Single Cell Mining Claim	2021-03-04
3005885	SOTHMAN	127916	Single Cell Mining Claim	2021-05-20
3005885	SOTHMAN	104781	Single Cell Mining Claim	2020-08-28
3005886	SOTHMAN	312044	Single Cell Mining Claim	2022-05-07
3005886	SOTHMAN	312043	Single Cell Mining Claim	2022-03-04
3005886	SOTHMAN	288210	Single Cell Mining Claim	2023-03-04
3005886	SOTHMAN	228918	Single Cell Mining Claim	2022-05-07
3005886	SOTHMAN	221639	Single Cell Mining Claim	2022-03-04
3005886	SOTHMAN	201508	Single Cell Mining Claim	2022-05-07
3005886	SOTHMAN	126917	Single Cell Mining Claim	2022-03-04
3005886	SOTHMAN	100789	Single Cell Mining Claim	2022-05-07
3005887	SOTHMAN	324765	Single Cell Mining Claim	2022-03-04
3005887	SOTHMAN	324764	Single Cell Mining Claim	2022-03-04
3005887	SOTHMAN	324763	Boundary Cell Mining Claim	2022-03-04
3005887	SOTHMAN	312046	Single Cell Mining Claim	2022-05-07
3005887	SOTHMAN	294952	Single Cell Mining Claim	2022-03-04
3005887	SOTHMAN	228920	Single Cell Mining Claim	2022-03-04
3005887	SOTHMAN	221642	Single Cell Mining Claim	2022-03-04
3005887	SOTHMAN	210073	Single Cell Mining Claim	2022-03-04
3005887	SOTHMAN	201513	Single Cell Mining Claim	2022-03-04
3005887	SOTHMAN	201512	Single Cell Mining Claim	2022-05-07
3005887	SOTHMAN	201510	Single Cell Mining Claim	2022-05-07
3005887	SOTHMAN	156204	Single Cell Mining Claim	2022-03-04
3005887	SOTHMAN	156203	Boundary Cell Mining Claim	2022-03-04
3005887	SOTHMAN	144095	Single Cell Mining Claim	2022-03-04
3005887	SOTHMAN	100792	Single Cell Mining Claim	2022-03-04
3005888	SOTHMAN	336237	Single Cell Mining Claim	2021-03-04
3005888	SOTHMAN	287879	Single Cell Mining Claim	2020-07-03
3005888	SOTHMAN	210073	Single Cell Mining Claim	2022-03-04
3005888	SOTHMAN	144095	Single Cell Mining Claim	2022-03-04
3016396	SOTHMAN	306081	Single Cell Mining Claim	2020-07-03
3016396	SOTHMAN	306080	Single Cell Mining Claim	2020-07-03
3016396	NURSEY, SOTHMAN	306079	Single Cell Mining Claim	2020-07-03
3016396	SOTHMAN	306078	Single Cell Mining Claim	2020-07-03
3016396	NURSEY, SOTHMAN	293983	Single Cell Mining Claim	2020-07-03
3016396	SOTHMAN	293982	Single Cell Mining Claim	2020-07-03
3016396	NURSEY, SOTHMAN	285869	Single Cell Mining Claim	2020-07-03
3016396	SOTHMAN	256688	Single Cell Mining Claim	2020-07-03
3016396	SOTHMAN	227352	Single Cell Mining Claim	2020-07-03
3016396	NURSEY, SOTHMAN	219882	Single Cell Mining Claim	2020-07-03
3016396	SOTHMAN	190057	Single Cell Mining Claim	2020-07-03
3016396	SOTHMAN	172717	Single Cell Mining Claim	2020-07-03
3016396	SOTHMAN	155112	Single Cell Mining Claim	2020-07-03
3016396	NURSEY, SOTHMAN	138031	Single Cell Mining Claim	2020-07-03
3016396	SOTHMAN	105644	Single Cell Mining Claim	2020-07-03
3016397	SOTHMAN	343128	Boundary Cell Mining Claim	2020-07-03
3016397	SOTHMAN	306080	Single Cell Mining Claim	2020-07-03
3016397	SOTHMAN	306078	Single Cell Mining Claim	2020-07-03
3016397	SOTHMAN	304326	Single Cell Mining Claim	2020-07-03
3016397	SOTHMAN	287879	Single Cell Mining Claim	2020-07-03
3016397	SOTHMAN	273834	Single Cell Mining Claim	2020-07-03
3016397	SOTHMAN	267722	Single Cell Mining Claim	2020-07-03
3016397	SOTHMAN	267721	Boundary Cell Mining Claim	2020-07-03

Legacy Claim Id	Township / Area	Tenure ID	Tenure Type	Anniversary Date
3016397	SOTHMAN	227352	Single Cell Mining Claim	2020-07-03
3016397	SOTHMAN	208438	Boundary Cell Mining Claim	2020-07-03
3016397	SOTHMAN	188934	Boundary Cell Mining Claim	2020-07-03
3016397	SOTHMAN	172717	Single Cell Mining Claim	2020-07-03
3016397	SOTHMAN	156204	Single Cell Mining Claim	2022-03-04
3016397	SOTHMAN	156203	Boundary Cell Mining Claim	2022-03-04
3016397	SOTHMAN	144095	Single Cell Mining Claim	2022-03-04
4202189	HALLIDAY, SOTHMAN	296115	Boundary Cell Mining Claim	2021-03-02
4202189	HALLIDAY	295239	Single Cell Mining Claim	2021-03-02
4202189	HALLIDAY	288103	Single Cell Mining Claim	2021-03-02
4202189	HALLIDAY	248987	Single Cell Mining Claim	2021-03-02
4202189	HALLIDAY	240968	Boundary Cell Mining Claim	2021-03-02
4202189	HALLIDAY	240967	Single Cell Mining Claim	2021-03-02
4202189	HALLIDAY	228555	Single Cell Mining Claim	2021-03-02
4202189	HALLIDAY	228124	Single Cell Mining Claim	2021-03-02
4202189	HALLIDAY, SOTHMAN	194367	Boundary Cell Mining Claim	2021-03-02
4202189	HALLIDAY	191292	Single Cell Mining Claim	2021-03-02
4202189	HALLIDAY	191291	Single Cell Mining Claim	2021-03-02
4202189	HALLIDAY, SOTHMAN	174846	Boundary Cell Mining Claim	2021-03-02
4202189	HALLIDAY	174845	Single Cell Mining Claim	2021-03-02
4202189	HALLIDAY	140818	Single Cell Mining Claim	2021-03-02
4202189	HALLIDAY	109504	Single Cell Mining Claim	2021-03-02
4203285	SEMPLE	307980	Single Cell Mining Claim	2020-07-04
4203285	SEMPLE	307979	Single Cell Mining Claim	2020-07-04
4203285	SEMPLE	302189	Boundary Cell Mining Claim	2020-07-04
4203285	SEMPLE	281959	Boundary Cell Mining Claim	2020-07-04
4203285	SEMPLE	241336	Single Cell Mining Claim	2020-07-04
4203285	SEMPLE	191936	Single Cell Mining Claim	2020-07-04
4203285	SEMPLE	179374	Single Cell Mining Claim	2020-07-04
4203285	SEMPLE	172435	Single Cell Mining Claim	2020-07-09
4203285	SEMPLE	134141	Single Cell Mining Claim	2020-07-04
4203285	SEMPLE	122129	Single Cell Mining Claim	2020-07-04
4210938	HALLIDAY	295239	Single Cell Mining Claim	2021-03-02
4210938	HALLIDAY	286627	Single Cell Mining Claim	2022-03-02
4210938	HALLIDAY	286626	Single Cell Mining Claim	2021-03-02
4210938	HALLIDAY	247502	Single Cell Mining Claim	2021-03-02
4210938	HALLIDAY	240706	Single Cell Mining Claim	2021-03-02
4210938	HALLIDAY	228555	Single Cell Mining Claim	2021-03-02
4210938	HALLIDAY	191292	Single Cell Mining Claim	2021-03-02
4210938	HALLIDAY	191291	Single Cell Mining Claim	2021-03-02
4210938	HALLIDAY	173982	Single Cell Mining Claim	2021-03-02
4210938	HALLIDAY	127325	Single Cell Mining Claim	2021-03-02
4210938	HALLIDAY	127324	Single Cell Mining Claim	2021-03-02
4212409	NURSEY	333389	Single Cell Mining Claim	2021-02-23
4212409	NURSEY, SOTHMAN	306079	Single Cell Mining Claim	2020-07-03
4212409	NURSEY	302491	Single Cell Mining Claim	2021-02-23
4212409	NURSEY, SOTHMAN	293983	Single Cell Mining Claim	2020-07-03
4212409	NURSEY, SOTHMAN	285869	Single Cell Mining Claim	2020-07-03
4212409	NURSEY, SOTHMAN	219882	Single Cell Mining Claim	2020-07-03
4212409	NURSEY	168680	Single Cell Mining Claim	2021-02-23
4212409	NURSEY	134430	Single Cell Mining Claim	2021-02-23
4212410	SOTHMAN	336237	Single Cell Mining Claim	2021-03-04
4212410	SOTHMAN	306080	Single Cell Mining Claim	2020-07-03
4212410	SOTHMAN	287879	Single Cell Mining Claim	2020-07-03
4212410	SOTHMAN	105644	Single Cell Mining Claim	2020-07-03
4212411	SOTHMAN	336975	Single Cell Mining Claim	2021-02-23
4212411	SOTHMAN	336237	Single Cell Mining Claim	2021-03-04
4212411	NURSEY, SOTHMAN	315416	Single Cell Mining Claim	2021-02-23
4212411	SOTHMAN	309399	Single Cell Mining Claim	2021-02-23
4212411	SOTHMAN	306081	Single Cell Mining Claim	2020-07-03
4212411	SOTHMAN	297194	Single Cell Mining Claim	2021-02-23
4212411	NURSEY, SOTHMAN	288605	Single Cell Mining Claim	2021-02-23
4212411	SOTHMAN	249500	Single Cell Mining Claim	2021-02-23
4212411	NURSEY, SOTHMAN	242664	Single Cell Mining Claim	2021-02-23
4212411	SOTHMAN	230015	Single Cell Mining Claim	2021-02-23
4212411	SOTHMAN	222522	Single Cell Mining Claim	2021-02-23
4212411	SOTHMAN	222521	Single Cell Mining Claim	2020-04-15

Legacy Claim Id	Township / Area	Tenure ID	Tenure Type	Anniversary Date
4212411	SOTHMAN	222520	Single Cell Mining Claim	2021-02-23
4212411	NURSEY, SOTHMAN	219882	Single Cell Mining Claim	2020-07-03
4212411	SOTHMAN	210073	Single Cell Mining Claim	2022-03-04
4212411	SOTHMAN	175938	Single Cell Mining Claim	2021-02-23
4212411	SOTHMAN	140781	Single Cell Mining Claim	2020-04-15
4212411	SOTHMAN	129302	Single Cell Mining Claim	2021-02-23
4212411	SOTHMAN	105644	Single Cell Mining Claim	2020-07-03
4212411	SOTHMAN	100792	Single Cell Mining Claim	2022-03-04
4224481	SOTHMAN	332871	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	330743	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	330742	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	300620	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	294096	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	291071	Single Cell Mining Claim	2021-05-20
4224481	SOTHMAN	260475	Single Cell Mining Claim	2021-05-07
4224481	SOTHMAN	251403	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	248465	Single Cell Mining Claim	2021-05-07
4224481	SOTHMAN	248452	Single Cell Mining Claim	2021-05-07
4224481	SOTHMAN	240798	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	234046	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	216987	Single Cell Mining Claim	2021-05-20
4224481	SOTHMAN	216897	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	209573	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	202907	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	173713	Single Cell Mining Claim	2021-05-07
4224481	SOTHMAN	126743	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	113725	Single Cell Mining Claim	2020-08-28
4224481	SOTHMAN	104782	Single Cell Mining Claim	2021-08-28
4224482	SOTHMAN	291071	Single Cell Mining Claim	2021-05-20
4224482	SOTHMAN	240798	Single Cell Mining Claim	2020-08-28
4224482	SOTHMAN	104782	Single Cell Mining Claim	2021-08-28
4224483	SOTHMAN	344984	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	344471	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	344470	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	340811	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	295855	Single Cell Mining Claim	2021-08-28
4224483	SOTHMAN	293612	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	258479	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	240798	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	230539	Single Cell Mining Claim	2021-08-28
4224483	SOTHMAN	227464	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	190281	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	190280	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	190279	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	182322	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	157788	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	138790	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	137622	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	110873	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	110872	Single Cell Mining Claim	2020-08-28
4224483	SOTHMAN	104781	Single Cell Mining Claim	2020-08-28
4224484	SOTHMAN	344984	Single Cell Mining Claim	2020-08-28
4224484	SOTHMAN	240798	Single Cell Mining Claim	2020-08-28
4224484	SOTHMAN	227464	Single Cell Mining Claim	2020-08-28
4224484	SOTHMAN	138790	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	344985	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	344984	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	306773	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	294096	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	246936	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	240798	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	239445	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	227464	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	209573	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	209572	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	202908	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	202907	Single Cell Mining Claim	2020-08-28

Legacy Claim Id	Township / Area	Tenure ID	Tenure Type	Anniversary Date
4224485	SOTHMAN	190763	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	172850	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	138792	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	138791	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	138790	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	126743	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	108338	Single Cell Mining Claim	2020-08-28
4224485	SOTHMAN	108337	Single Cell Mining Claim	2020-08-28
4224486	SOTHMAN	331884	Single Cell Mining Claim	2020-08-28
4224486	HALLIDAY	331883	Single Cell Mining Claim	2020-08-28
4224486	SOTHMAN	327360	Single Cell Mining Claim	2020-08-28
4224486	SOTHMAN	314591	Single Cell Mining Claim	2020-08-28
4224486	HALLIDAY, SOTHMAN	314590	Boundary Cell Mining Claim	2020-08-28
4224486	SOTHMAN	314589	Single Cell Mining Claim	2020-08-28
4224486	HALLIDAY	307847	Boundary Cell Mining Claim	2020-08-28
4224486	SOTHMAN	307846	Single Cell Mining Claim	2020-08-28
4224486	HALLIDAY, SOTHMAN	260029	Boundary Cell Mining Claim	2020-08-28
4224486	SOTHMAN	248564	Single Cell Mining Claim	2020-08-28
4224486	SOTHMAN	230740	Single Cell Mining Claim	2020-08-28
4224486	SOTHMAN	227464	Single Cell Mining Claim	2020-08-28
4224486	HALLIDAY, SOTHMAN	224085	Single Cell Mining Claim	2020-08-28
4224486	SOTHMAN	211263	Single Cell Mining Claim	2020-08-28
4224486	SOTHMAN	209572	Single Cell Mining Claim	2020-08-28
4224486	HALLIDAY, SOTHMAN	204027	Boundary Cell Mining Claim	2020-08-28
4224486	SOTHMAN	202908	Single Cell Mining Claim	2020-08-28
4224486	SOTHMAN	190763	Single Cell Mining Claim	2020-08-28
4224486	SOTHMAN	158102	Single Cell Mining Claim	2020-08-28
4224486	HALLIDAY, SOTHMAN	158101	Single Cell Mining Claim	2020-08-28
4224486	SOTHMAN	114773	Single Cell Mining Claim	2020-08-28
4224486	SOTHMAN	108338	Single Cell Mining Claim	2020-08-28
4224487	SOTHMAN	326614	Single Cell Mining Claim	2020-08-28
4224487	SOTHMAN	313845	Single Cell Mining Claim	2020-08-28
4224487	HALLIDAY, SOTHMAN	258787	Single Cell Mining Claim	2020-08-28
4224487	SOTHMAN	240594	Single Cell Mining Claim	2020-08-28
4224487	SOTHMAN	227464	Single Cell Mining Claim	2020-08-28
4224487	SOTHMAN	211263	Single Cell Mining Claim	2020-08-28
4224487	SOTHMAN	203241	Single Cell Mining Claim	2020-08-28
4224487	HALLIDAY	203240	Single Cell Mining Claim	2020-08-28
4224487	SOTHMAN	158102	Single Cell Mining Claim	2020-08-28
4224487	HALLIDAY, SOTHMAN	158101	Single Cell Mining Claim	2020-08-28
4224487	SOTHMAN	157788	Single Cell Mining Claim	2020-08-28
4224487	HALLIDAY, SOTHMAN	114516	Single Cell Mining Claim	2020-08-28
4224487	SOTHMAN	110873	Single Cell Mining Claim	2020-08-28
4250777	SOTHMAN	290156	Single Cell Mining Claim	2024-04-29
4250777	SOTHMAN	265154	Single Cell Mining Claim	2024-04-29
4250777	SOTHMAN	255039	Boundary Cell Mining Claim	2024-04-29
4250777	SOTHMAN	198493	Single Cell Mining Claim	2024-04-29
4250777	SOTHMAN	186332	Boundary Cell Mining Claim	2024-04-29
4250777	SOTHMAN	178900	Boundary Cell Mining Claim	2024-04-29
4250777	SOTHMAN	178899	Boundary Cell Mining Claim	2024-04-29
4250777	SOTHMAN	122943	Boundary Cell Mining Claim	2024-04-29
4250777	SOTHMAN	122322	Boundary Cell Mining Claim	2024-04-29
4250777	SOTHMAN	108729	Boundary Cell Mining Claim	2024-04-29

Lease Claim Number	Area	Ownership	Royalty
CLM 114	278.448Ha	100%	2% NSR



## Annexure B Seller Representations and Warranties

The representations and warranties given by the Seller are as follows:

- (a) **Incorporation:** The Seller is incorporated and validly existing in accordance with the laws of its place of incorporation.
- (b) **Power and capacity:** The Seller has full power and lawful authority to execute and deliver this Terms Sheet and to observe and perform, or cause to be observed or performed, all of its obligations in and under this Terms Sheet without breach or causing the breach of applicable laws.
- (c) **Authority:** The execution, delivery and performance of this Terms Sheet has been duly and validly authorised by all necessary corporate action on behalf of the Seller.
- (d) **No legal impediment:** The execution, delivery and performance by the Seller of this Terms Sheet complies with (and does not conflict with or result in a breach of):
  - (i) each law, regulation, authorisation, ruling, judgement, order or decree of any government agency (including, without limitation, any statutory, contractual or fiduciary obligation);
  - (ii) material provision of any agreement, deed, writ, order, injunction, judgment, law, rule or regulation to which the Seller are a party or by which it is bound;
  - (iii) the constitution or other constituent documents of the Seller; and
  - (iv) any security interest or document which is binding on the Seller or its related bodies corporate.
- (e) **Consideration Shares:** The Seller is a person to whom an offer of the Consideration Shares can lawfully be made to under all applicable laws, and to whom the Consideration Shares can lawfully be issued to under all applicable laws, without the need for any registration, lodgement or other formality.
- (f) **Compliance with laws and agreements:** The Seller is not in material breach of any provision of any relevant laws relating to the Project or material contract or agreement to which the Seller is a party and relates to the Project.
- (g) **No Event of Insolvency:** No event of insolvency has occurred in relation to the Seller, nor is there any act which has occurred, or any omission made, which may result in an event of insolvency occurring in relation to the Seller.
- (h) **No litigation:** The Seller is not involved in any litigation, arbitration or administrative proceeding relating to claims or amounts relating to the Seller or the Project nor is any such litigation, arbitration or administrative proceeding pending or threatened in relation to the Project.
- (i) **Permits:**
  - (i) The Seller is the sole legal and beneficial owner of the Permits.
  - (ii) Except for the NSR, no person except the Seller has any rights of any nature in respect of the Permits.
  - (iii) The Seller is able to sell and transfer its interests in the Permits without the consent of any other person and free of any encumbrance, pre-emptive rights or rights of first refusal.
  - (iv) Except for the NSR, the Permits are free from all mortgages, charges, royalties, liens and other Encumbrances of whatsoever nature.
  - (v) The Permits are in full force and effect and in good standing and not liable to cancellation or forfeiture for any reason and the Seller is not in breach or contravention of any terms and conditions upon which the Permits were granted.
  - (vi) Except for the NSR, there is not in existence any current compensation agreement with the owner or occupier of any land which is subject to the Permits nor any royalty



arrangement of whatever nature in respect of the Permits (or in relation to any minerals extracted therefrom).

- (vii) There are no Environmental Liabilities relating to or affecting the Permits nor are there any circumstances relating to the Permits which may reasonably be expected to give rise to future Environmental Liabilities.
- (viii) All information provided to the Buyer in respect of the Permits is complete and accurate in all material respects.
- (ix) Except for the NSR, the Seller and any of its related bodies corporate are not parties to any material contracts or agreements which relate to the Permits.
- (x) The Permits have been granted in respect of all the ground described in each application and there are no agreements with indigenous peoples relating to the Permits and the Seller is not aware of any claim or anticipated claim by any indigenous person in respect of any part of the area covered by the Permits.
- (j) **Agreements:** Except for the NSR, there are no other contracts, arrangements, agreements which affect or relate to the Permits or pursuant to which any consent or approval is required to be obtained from any third party in connection with the Acquisition.
- (k) **All material information:** Any information known to the Seller concerning the Project which might reasonably be regarded as material to a purchaser for value of the Project has been disclosed to the Buyer or its advisers and is true and accurate in all material respects, excluding information that is publicly available regarding the Permits.
- (l) **No Trust:** The Seller enters into and performs this Terms Sheet on its own account and not as trustee for or nominee of any other person.

**SCHEDULE "D"**  
**FAIRNESS OPINION OF BORDEAUX CAPITAL INC. CONCERNING THE**  
**EDELSTON SALE TRANSACTION**

# Bordeaux Capital

Bordeaux Capital Inc.

1719 – 44 Victoria Street  
Toronto, Ontario, M5C 1Y2

July 2<sup>nd</sup>, 2020

55 North Mining Inc.  
401 Bay Street, Suite 2702  
Toronto, Ontario, M5H 2Y4  
Canada

To: The Board of Directors

**Regarding: Fairness Opinion with Respect to the Sale of the Edelston Property**

---

Dear Sirs:

Bordeaux Capital Inc. ("Bordeaux") understands that 55 North Mining Inc. ("55 North" or the "Company") has entered into a definitive agreement (the "Definitive Agreement") to sell 100% of the rights, title, and interest (the "Transaction") in the mining claims known as the Edelston Timmins property (the "Property" or the "Edelston Property") to European Cobalt Ltd. (ACN 144 079 667) ("European Cobalt" or the "Purchaser"). Unless indicated otherwise, all dollar amounts herein are in Canadian currency.

Bordeaux understands that the consideration (the "Consideration") offered by European Cobalt will consist of:

- I. Cash in the amount of \$700,000 to be paid to 55 North (approximately \$0.009 per 55 North share, based on the number of the Company's shares issued and outstanding as of March 31<sup>st</sup>, 2020); and
- II. 100,000,000 fully paid up and non-assessable shares of European Cobalt (the "European Cobalt Shares") at a deemed issue price of A\$0.02 (the "Transaction Issue Share Price") per European Cobalt Share (approximately \$0.02 per European Cobalt Share based on exchange rates as of June 30<sup>th</sup>, 2020) on the Australian Securities Exchange ("ASX"), with the European Cobalt Shares being subject to a three month hold period following the closing of the Transaction.

Further:

- I. The Definitive Agreement is subject to a number of additional terms, conditions, representations and warranties more fully described in the Circular dated July 2<sup>nd</sup>, 2020 which must be either satisfied or waived, including, among other things, a vote by the shareholders of 55 North in favor of the Transaction;
- II. The Board of Directors of 55 North has decided to dividend out (the "Dividend") to its shareholders of record as at the date of the special shareholder's meeting to be held on August 10<sup>th</sup>, 2020 in connection with, among other matters, the Transaction, all of the European Cobalt Shares; and
- III. The Board of Directors of 55 North has also decided to effect a 10.13:1 rollback of 55 North shares after the Dividend of the European Cobalt Shares.

Bordeaux has been engaged by the Company to provide our opinion (the "Opinion") to the Board of Directors as to the fairness, from a financial point of view, of the Consideration to be received by the Company in connection with the Transaction.

### **Engagement of Bordeaux**

Bordeaux was engaged by the Company to provide the Opinion pursuant to an engagement agreement dated June 12<sup>th</sup>, 2020 (the "Engagement Agreement"). Pursuant to the Engagement Agreement, Bordeaux agreed to provide the Opinion to the Board of 55 North and include a copy of the Opinion in the circular to be mailed to shareholders. Bordeaux is to be paid a fixed fee for the provision of this Opinion. The fee payable to Bordeaux for the provision of this Opinion is neither contingent on closing of the Transaction, nor on Bordeaux's conclusions in this Opinion.

### **Qualifications of Bordeaux**

Bordeaux is a financial advisory firm based in Toronto, Ontario, Canada. The firm provides corporate financial advisory services such as fairness opinions, valuations, strategic reviews, and mergers and acquisitions advice. Bordeaux was founded in 2015 by principals who, on a combined basis, have approximately 50 years of capital markets experience.

Bordeaux provides the aforementioned services primarily to companies active in the mining, agriculture, fertilizers, chemicals, oil & gas and industrial sectors. In prior roles, Bordeaux and its principals have led and participated in a significant number of transactions involving mining companies in Canada and internationally including but not limited to companies with activities in Canada, the United States, South America, Europe and elsewhere. Bordeaux's principals have acted as financial advisors in a significant number of transactions involving fairness opinions for private and publicly-traded companies.

The opinions expressed herein are the opinions of Bordeaux as a firm. The form and content of this Opinion have been reviewed and approved for release by senior corporate finance principals of Bordeaux, all of whom are experienced in merger, acquisition, valuation and fairness opinion matters.

### **Independence of Bordeaux**

Neither Bordeaux nor any of its affiliates or associates is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario)) of 55 North, or of the shareholders of the Company. Bordeaux is acting as a financial advisor in providing the Opinion to the Company's Board of Directors solely in connection with the Transaction. There are no understandings or agreements between Bordeaux and 55 North with respect to any future business dealings. For greater certainty, Bordeaux has not been engaged by the Company to provide any opinion in connection with the proposed acquisition by 55 North of the Last Hope Gold Project (the "Last Hope Acquisition"), as detailed in the Company's press release of June 29<sup>th</sup>, 2020. Bordeaux's Opinion does not take into account the Last Hope Acquisition.

### **Scope of Review**

In connection with rendering our Opinion, Bordeaux has reviewed and relied upon, among other things, the following:

- I. the most recent draft of the Definitive Agreement, (which was provided to Bordeaux on June 28<sup>th</sup>, 2020);
- II. the binding Letter of Intent between the Company and European Cobalt Ltd. dated May 27<sup>th</sup>, 2020;
- III. technical report on the Edelston Property prepared by Clark Exploration Consulting for 55 North, dated December 6<sup>th</sup>, 2018, and prepared in compliance with the requirements of *National Instrument 43-101 – Standards of Disclosure for Mineral Projects* (the "NI 43-101 Report");

- IV. the audited Annual Financial Statements and MD&A of the Company for the fiscal years ended December 31<sup>st</sup>, 2018 and December 31<sup>st</sup>, 2019, and the unaudited quarterly financial statements of the Company for the period ended March 31<sup>st</sup>, 2020;
- V. each press release of 55 North filed on SEDAR from January 1<sup>st</sup>, 2019 up to and including the date of this Opinion;
- VI. discussions with senior management and certain other employees of 55 North;
- VII. select public market trading statistics of 55 North and certain other comparable companies;
- VIII. select financial statistics and financial information with respect to certain precedent transactions; and
- IX. such other information as determined by us to be applicable.

In addition to the information detailed above, Bordeaux has:

- I. reviewed certain publicly available information pertaining to current and expected future gold exploration and mining industry and economic factors impacting them;
- II. reviewed and considered capital market conditions, both current and expected, for junior gold exploration companies;
- III. received representations contained in a certificate addressed to us from certain senior officers of 55 North as to the completeness and accuracy of the information upon which this Opinion is based; and
- IV. reviewed other financial, securities market and industry information and carried out such other analyses and investigations as Bordeaux considered necessary and appropriate in the circumstances.

Bordeaux has participated in discussions with the Board and the senior management of 55 North regarding the Transaction, the Definitive Agreement, this Opinion and related matters. Bordeaux was granted full and unrestricted access by 55 North to its senior management and was, to the best of our knowledge, provided with all material information required for the completion of this Opinion.

### **Assumptions and Limitations**

Bordeaux has not been asked to prepare, and has not prepared, a valuation of 55 North or European Cobalt or any of their securities or assets, and the Opinion should not be construed as such.

With the Board and senior management's acknowledgement and agreement as provided for in the Engagement Agreement, Bordeaux relied upon the accuracy, completeness and fair presentation of all data and other information obtained by it from public sources or provided to it by 55 North. Bordeaux has not attempted to verify independently the accuracy, completeness or fair presentation of any such information.

This Opinion is rendered on the basis of securities market, economic and general business and financial conditions prevailing as at the date hereof and the condition and prospects, financial and otherwise, of each of 55 North and European Cobalt as reflected in the information and documents reviewed by us and as represented to us in our discussions with the senior management of 55 North. In our analyses, numerous assumptions were made with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of any party involved.

Bordeaux has assumed and relied upon the accuracy, completeness and fair presentation of all of the financial and other information, data, advice, other materials, representations and opinions (the "Information") obtained by it from public sources or received from 55 North otherwise pursuant to our Engagement Agreement, and this Opinion is conditional upon such completeness, accuracy and fairness. Subject to the exercise of our professional judgment, and except as expressly described herein, Bordeaux has not attempted to independently verify the accuracy or completeness of any such Information.

The completion of the Transaction will be subject to a number of conditions outside the control of 55 North and we have assumed that all conditions precedent to the completion of the Transaction can be satisfied in due course and in a reasonable amount of time and that all consents, permissions, exemptions or orders of regulatory authorities will be obtained, without adverse conditions or qualifications. In tendering this Opinion, we express no views as to the likelihood that the conditions with respect to the Transaction will be satisfied or waived or that the Transaction will be implemented within the timeframe indicated in the Definitive Agreement.

Certain senior management of 55 North have represented to us that, among other things, the Information provided to us on behalf of 55 North is complete and correct at the date the Information was provided, and that since the date of the provision of the Information, there has been no material change, financial or otherwise, in the position of 55 North (taken as a whole) or their assets, liabilities (contingent or otherwise), business or operations (on a consolidated basis) and there has been no change of any material facts which is of a nature so as to render the Information, taken as a whole, untrue or misleading in any material respect.

Our analysis respecting whether the Consideration offered is fair, from a financial point of view, to the Company must be considered and reviewed as a whole, and selecting portions of the factors considered by Bordeaux, without considering all of the stated factors together, could create a misleading view of the process underlying this Opinion and the resultant conclusions. The preparation of an opinion of this nature is a complex process and is not necessarily amenable to partial analysis or summary description. Bordeaux was not engaged to review any legal, regulatory or tax aspects of the Transaction and this Opinion does not address such matters. Our analysis of the Transaction does not consider the tax implications to any individual shareholder of 55 North and is not to be construed as tax advice to any individual shareholder. Any attempt to do so could lead to undue emphasis on any particular factor or analysis.

### **Approach to Fairness and Analysis**

Bordeaux performed various analyses in connection with rendering this Opinion. In considering the fairness, from a financial point of view, of the Transaction, we considered the following: (i) a historical expenditures review; (ii) a comparable companies analysis, and (iii) a precedent transactions analysis.

#### *Historical Expenditures Review*

Bordeaux reviewed the amount of the historical expenditures (the "Historical Expenditures") by the Company with respect to the Edelston Property, and compared the amount of the Consideration to be received by the Company to the Historical Expenditures.

#### *Comparable Companies Analysis*

Bordeaux reviewed publicly available information for a sample of public listed junior gold companies with early-stage exploration properties we considered appropriate in the circumstances. The comparison was applied to obtain a range of indicative values for the Property.

#### *Precedent Transactions Analysis*

Bordeaux reviewed publicly available information for a sample of transactions involving early-stage exploration properties in the junior gold sector which Bordeaux considered appropriate in the circumstances. The comparison was applied to obtain a range of indicative values for the Property.

## **Fairness Considerations**

The assessment of fairness of the Consideration, from a financial point of view, must be determined in the context of a particular transaction, as previously outlined. Bordeaux based its conclusions upon a number of quantitative and qualitative factors including but not limited to the following:

- I. the NI 43-101 Report points out that the mineral resource estimate referenced therein is not compliant with the requirements of *National Instrument 43-101 – Standards of Disclosure for Mineral Projects*;
- II. the NI 43-101 Report points out that it would require an exploration budget of approximately \$927,000 (in 2018 dollars) to attempt to “fill in” the drilling density required to potentially make the mineral resource estimate compliant with the requirements of *National Instrument 43-101 – Standards of Disclosure for Mineral Projects*. There can be no assurance that additional drilling would be successful;
- III. the 43-101 Report points out that it is questionable whether the gold bearing quartz veins and fractures are continuous and whether the gold grades encountered thus far are consistent and continuous, or whether they are inconsistent and discontinuous;
- IV. the COVID-19 pandemic (“COVID-19”) has had a significant negative impact on the Canadian and the world economies. Specifically, as it relates to 55 North and the junior gold sector generally, COVID-19 has made the raising of capital for such companies very challenging. In Bordeaux’s view, it is questionable whether the Company could raise sufficient capital, on terms that are favourable to its existing shareholders, to pursue an appropriate exploration program at the Property;
- V. further, as is the case with many early-stage exploration properties, there has been no metallurgy done to understand potential gold recovery rates at the Edelston Property; and
- VI. at the close on the ASX on June 30<sup>th</sup>, 2020, the quoted price per European Cobalt Share was A\$0.04, which is approximately two times (2x) the Transaction Issue Share Price.

## **Fairness Opinion**

Based upon our analyses and subject to all of the foregoing, Bordeaux is of the opinion that, as of the date hereof, the Consideration to be received by the Company in connection with the Transaction is fair, from a financial point of view, to the Company.

Yours truly,

[Signed]

*Bordeaux Capital Inc.*

**SCHEDULE “E”  
RIGHTS OF DISSENT**

**Dissent Rights under the CBCA**

Any holder of Common Shares is entitled to be paid fair value of all, but not less than all, of such holder’s Common Shares in accordance with section 190 of the CBCA if the Shareholder dissents to the Transaction Resolution.

A Shareholder is not entitled to dissent with respect to the Transaction Resolution if the Shareholder votes any of the Shareholder’s Common Shares in favour of the Transaction Resolution. To dissent, a Shareholder must send a written objection to us at or before the Meeting. The execution or exercise of a proxy does not constitute a written objection for purposes of the CBCA.

A dissenting Shareholder may only make a claim under section 190 of the CBCA with respect to all the Common Shares held on behalf of any one beneficial owner and registered in the name of the dissenting Shareholder. Hence, as a Non-Registered Shareholder you will need to contact your broker or other intermediary who holds your Common Shares on your behalf and make arrangements to send a written objection to us for all Common Shares held on your behalf.

**Procedure for Dissent under the CBCA**

The following summary does not purport to provide comprehensive statements of the procedures to be followed by a dissenting Shareholder under the CBCA. However, the CBCA requires adherence to the procedures established therein and failure to do so may result in the loss of all dissenter’s rights. **Accordingly, each Shareholder who might desire to exercise dissenting rights under the CBCA should carefully consider and comply with the provisions of section 190 of the CBCA and consult his legal adviser.**

A dissenting Shareholder who seeks payment of the fair value of his Preferred Shares is required to send to us a written objection to the Transaction Resolution that sets out the dissenting Shareholder’s intention to exercise his dissent rights, which must be received by us at or before the Meeting. Our address for such purpose is 401 Bay Street, Suite 2702, Toronto, ON, M5H 2Y4, Attention: Corporate Secretary. **A vote against the Transaction Resolution or withholding votes does not constitute a written objection.** Within 10 days after the Transaction Resolution is approved by Shareholders, we must notify the dissenting Shareholder that sent us a written objection in accordance with section 190 of the CBCA and that has not voted for the Transaction Resolution or withdrawn his objection. Such dissenting shareholder is then required, within 20 days after receipt of our notice (or if he does not receive such notice, within 20 days after he learns of the approval of the Transaction Resolution), to send us a written notice containing his name and address, the number of Common Shares in respect of which he dissents (which must be all of his Common Shares) and a demand for payment of the fair value of such Common Shares (the “Demand for Payment Notice”) and, within 30 days after sending such written notice, to send to us the appropriate certificate or certificates representing such Common Shares. If the proposal contemplated in the Transaction Resolution becomes effective, we are required to determine the fair value of the Common Shares and to make a written offer to pay such amount to the dissenting Shareholder. If such offer is not made to, or not accepted by, the Shareholder within 50 days after the proposal in the Transaction Resolution becomes effective or such further period as a court may order, we may apply to the court to fix the fair value of such Common Shares. There is no obligation on us to apply to the court. If we fail to make such an application to the court, a dissenting Shareholder has the right to so apply to the court within a further 20 days or such further period as a court may order. If an application is made by either party, the dissenting Shareholder will be entitled to be paid the amount fixed by the court. The fair value of the Common Shares as determined for such purpose by a court will not necessarily be the same as and could vary significantly from the market value of such Common Shares on the date of the Transaction Resolution.

**Effect of Dissent**

A Shareholder who dissents and gives the Demand for Payment Notice will as of the sending of such notice cease to have any rights as a Shareholder of the Corporation other than the right to be paid the fair value of the Shareholder’s Common Shares as of the close of business on the day before the Transaction Resolution was adopted by the



Shareholders, unless such Shareholder withdraws his dissent in accordance with section 190 of the CBCA or the amendment to the articles is not proceeded with.

## SECTION 190 OF CBCA

### Right to dissent

- **190 (1)** Subject to sections 191 and 241, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under paragraph 192(4)(d) that affects the holder or if the corporation resolves to
  - (a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;
  - (b) amend its articles under section 173 to add, change or remove any restriction on the business or businesses that the corporation may carry on;
  - (c) amalgamate otherwise than under section 184;
  - (d) be continued under section 188;
  - (e) sell, lease or exchange all or substantially all its property under subsection 189(3); or
  - (f) carry out a going-private transaction or a squeeze-out transaction.
  
- *Further right*

(2) A holder of shares of any class or series of shares entitled to vote under section 176 may dissent if the corporation resolves to amend its articles in a manner described in that section.
  
- *If one class of shares*

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.
  
- *Payment for shares*

(3) In addition to any other right the shareholder may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents or an order made under subsection 192(4) becomes effective, to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.
  
- *No partial dissent*

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.
  
- *Objection*

(5) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of their right to dissent.
  
- *Notice of resolution*

(6) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has been adopted, but such

notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn their objection.

- *Demand for payment*

(7) A dissenting shareholder shall, within twenty days after receiving a notice under subsection (6) or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing

- (a) the shareholder's name and address;
- (b) the number and class of shares in respect of which the shareholder dissents; and
- (c) a demand for payment of the fair value of such shares.

- *Share certificate*

(8) A dissenting shareholder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

- *Forfeiture*

(9) A dissenting shareholder who fails to comply with subsection (8) has no right to make a claim under this section.

- *Endorsing certificate*

(10) A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a dissenting shareholder under this section and shall forthwith return the share certificates to the dissenting shareholder.

- *Suspension of rights*

(11) On sending a notice under subsection (7), a dissenting shareholder ceases to have any rights as a shareholder other than to be paid the fair value of their shares as determined under this section except where

- (a) the shareholder withdraws that notice before the corporation makes an offer under subsection (12),
- (b) the corporation fails to make an offer in accordance with subsection (12) and the shareholder withdraws the notice, or
- (c) the directors revoke a resolution to amend the articles under subsection 173(2) or 174(5), terminate an amalgamation agreement under subsection 183(6) or an application for continuance under subsection 188(6), or abandon a sale, lease or exchange under subsection 189(9),

in which case the shareholder's rights are reinstated as of the date the notice was sent.

- *Offer to pay*

(12) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each dissenting shareholder who has sent such notice

- (a) a written offer to pay for their shares in an amount considered by the directors of the corporation to be the fair value, accompanied by a statement showing how the fair value was determined; or

- (b) if subsection (26) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.
- *Same terms*

(13) Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.
- *Payment*

(14) Subject to subsection (26), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.
- *Corporation may apply to court*

(15) Where a corporation fails to make an offer under subsection (12), or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any dissenting shareholder.
- *Shareholder application to court*

(16) If a corporation fails to apply to a court under subsection (15), a dissenting shareholder may apply to a court for the same purpose within a further period of twenty days or within such further period as a court may allow.
- *Venue*

(17) An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the dissenting shareholder resides if the corporation carries on business in that province.
- *No security for costs*

(18) A dissenting shareholder is not required to give security for costs in an application made under subsection (15) or (16).
- *Parties*

(19) On an application to a court under subsection (15) or (16),

  - (a) all dissenting shareholders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and
  - (b) the corporation shall notify each affected dissenting shareholder of the date, place, and consequences of the application and of their right to appear and be heard in person or by counsel.
- *Powers of court*

(20) On an application to a court under subsection (15) or (16), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall then fix a fair value for the shares of all dissenting shareholders.
- *Appraisers*

(21) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

- *Final order*

(22) The final order of a court shall be rendered against the corporation in favour of each dissenting shareholder and for the amount of the shares as fixed by the court.

- *Interest*

(23) A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

- *Notice that subsection (26) applies*

(24) If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

- *Effect where subsection (26) applies*

(25) If subsection (26) applies, a dissenting shareholder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may

- (a) withdraw their notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to their full rights as a shareholder; or
- (b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

- *Limitation*

(26) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

- (a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or
- (b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

**SCHEDULE "F"**  
**LETTER AGREEMENT DATED JUNE 20, 2020**  
**BETWEEN 55 NORTH MINING INC. AND 2552883 ONTARIO INC. CONCERNING THE BUSINESS**  
**COMBINATION AND AMALGAMTION**

# 55 North Mining Inc.

Suite 2702, 401 Bay Street  
Toronto, Ontario  
M5H 2Y4

June 20, 2017

**2552883 Ontario Inc.**  
Suite 2702, 401 Bay Street  
Toronto, Ontario  
M5H 2Y4

**Attention: Alka Singh, director**

Dear Sirs:

**Re: Proposed Reverse Take-over Transaction  
between 2553883 Ontario Inc. (“Last Hope”) and 55 North Mining Inc.  
 (“55 North”)**

The purpose of this binding letter agreement is to set out our understanding of the current facts and, accordingly, to set out proposed terms and conditions which are to be the basis for the transaction between 55 North and Last Hope to proceed by way of an amalgamation, plan of arrangement or other form of business combination (the “**Transaction**”).

55 North is a corporation incorporated under the *Canada Business Corporations Act* (Canada), is a ‘reporting issuer’ in Manitoba under the *Securities Act* (Manitoba ), as well as Alberta and British Columbia.

Our understanding is that Last Hope is a corporation incorporated under the *Business Corporations Act* (Ontario).

## **1 Structure of the Transaction**

- 1.1 It is anticipated that 55 North and Last Hope will combine pursuant to the Transaction, likely to be a three-cornered amalgamation pursuant to which Last Hope will amalgamate with a wholly-owned Ontario-incorporated subsidiary of 55 North, constituting a reverse-take-over transaction, with 55 North being the continuing parent corporation (the “**Resulting Company**”) and the amalgamated corporation being a wholly-owned subsidiary of the Resulting Company called “55 North Mining Operation Inc.;
- 1.2 At some time in the future, the Resulting Company could consider continuing its amalgamated subsidiary into Ontario or the Resulting Company into the federal jurisdiction followed by an amalgamation of the two of them to form one continuing corporation under the name “55 North Mining Inc. ”.

## 2 Background

- 2.1 Currently, 55 North has 79,348,050 common shares (“**Current Shares**”) issued and outstanding. 55 North’s shares are currently freely tradeable under all applicable Canadian securities laws. 55 North has a “rolling” ten percent (10%) stock option plan. There are outstanding 3,000,000 share purchase options with an exercise price of \$0.05 . In addition, 55 North has issued 3,699,994 warrants entitling the holders to acquire one (1) common share at an exercise price of \$0.07 which expire July 4, 2020 and 2,200,000 warrants entitling the holders to purchase one (1) common share at an exercise price of \$0.06 which expire December 16, 2022. There are no other exercisable rights, warrants or options currently outstanding to acquire shares of 55 North.
- 2.2 As at March 30, 2020, 55 North had only a nominal amount of cash and prepaid expenses and approximately CAD\$600,000 of outstanding liabilities, summarized as follows:
- (a) approximately CAD\$109,000 of accounts payable and accrued liabilities , and
  - (b) approximately CAD\$495,000 of advance payable.
- 2.3 We understand that, as of May 30, 2020, Last Hope had approximately 70,493,217 common shares issued and outstanding, all of which have been issued in compliance with applicable securities legislation, rules, and instruments. We further understand that Last Hope does not have a stock option plan. As of May 30, 2020, Last Hope had outstanding 22,634,108 share purchase warrants exercisable at between \$0.05 and \$0.09 which warrants expire on 2020 and 2022 and that, as of May 30, 2020, Last Hope had approximately \$512,000 of cash and no material amount of outstanding liabilities.
- 2.4 We understand that Last Hope owns an option to acquire 100% of the rights, title and interest in 15 mining claims (covering approximately 3,513 hectares) in the Lynn Lake gold camp in northern Manitoba (the “**Property**”). These rights are subject to a 2% Net Smelter Return once the option is fully exercised.

## 3 Proposed Steps

- 3.1 **Transaction.** As a condition to or as part of the completion of the Transaction, it is proposed that:
- (a) 55 North will have completed the sale of its Edelston Gold Project Property to European Cobalt Ltd in consideration of approximately \$700,000 in cash proceeds and 100,000,000 common shares of European Cobalt Ltd. Immediately after the completion of the Edelston Sale Transaction and prior to the implementation of this transaction 55 North is pay an *in specie* special dividend to its shareholders consisting of the 100,000,000 European Cobalt Ltd shares . Such special dividend will be declared and payable to the shareholders of record of 55 North as at August 17, 2020 . The completion of the Edelston Sale Transaction will be a condition precedent to the amalgamation described herein. After completion of the Edelston Sale transaction and the settlement of expenses related to hereto and the declaration of the Special Dividend 55 North expects to have cash proceeds of \$200,000.00;

- (b) 55 North will complete a consolidation of its issued and outstanding shares on a 1:10.13 basis thereby reducing its 79,348,050 issued and outstanding Current Shares to approximately 7,832,580 (such post-consolidation shares are hereinafter referred to as “**Post-RTO Shares**”);
- (c) 55 North will incorporate a wholly owned subsidiary (“**Subco**”) under the *Business Corporations Act* (Ontario);
- (d) 55 North, Subco and Last Hope will enter into a three-cornered amalgamation agreement pursuant to which:
  - (i) 55 North will have approximately 79,348,050 Current Shares outstanding immediately prior to the amalgamation (resulting in approximately 7,832,580 Post-RTO Shares following the amalgamation),
  - (ii) Subco and Last Hope will amalgamate to continue as a wholly owned subsidiary of 55 North under the name , “55 North Mining Operations Inc.”,
  - (iii) each shareholder of Last Hope will receive one (1) Post-RTO Share of the Resulting Company for each one (1) of the shares of Last Hope held before the amalgamation, thereby increasing the number of shares of the Resulting Company from approximately 7,832,580 Post-RTO Shares to approximately 78,325,797 Post-RTO, and
  - (iv) each Last Hope share purchase warrant will entitle the holder thereof to receive one (1) post RTO 55 North Share Purchase warrant exercisable in terms identical to the existing 22,632,108 Share purchase warrants described in paragraph 2.3 hereof, and
- (e) prior to, concurrently with or immediately following completion of the Transaction, Last Hope and the Resulting Company will consider and, if deemed advisable and conditional on any necessary regulatory or other approvals, proceed to use their reasonable best efforts for either or both of them to complete a private placement of such number of shares, at such price and for such amount as Last Hope and 55 North agree upon (the “**Concurrent Financing**”).

3.2 **Management Team.** We understand that the proposed management team of the Resulting Company, post-closing of the Transaction, will be determined by Last Hope in due course. Nonetheless, we acknowledge that it is anticipated that the board of directors of the Resulting Company initially be comprised of approximately 4, 5 or 6 members, including the following:

- (a) Julio Di Girolamo, and
- (b) Bruce Reid.

and the officers are to be determined by Last Hope but are anticipated to include the following:

- (i) Chairman of the Board – Bruce Reid



- (ii) President and CEO – Bruce Reid
- (iii) CFO –Julio Di Girolamo, and
- (iv) Julio DiGirolamo Secretary –.

3.3 **Proposed Listing on a Stock Exchange.** Depending on the size and breadth of the Concurrent Financing and other factors, it is anticipated that Resulting Company will qualify for continued listing of its shares on the Canadian Securities Exchange (the “**Exchange**”) immediately or shortly after completion of the Transaction. 55 North will provide its full cooperation and assistance to adopt, execute and deliver to the Exchange promptly and without delay any and all documentation prepared by Last Hope for such purposes.

#### 4 **Disclosure and Due Diligence Investigations**

4.1 Upon execution of this letter agreement, the parties (through their representatives) will be permitted to complete the due diligence investigations of each other in connection with the Transaction contemplated herein from the date of signing of this letter agreement until the completion of the Transaction or termination of this letter agreement or of the Definitive Agreement (as hereinafter defined), as the case may be (the “**Due Diligence Period**”).

Each of the parties will afford to the other party and to their respective accountants, counsel, advisors and other representatives, full access during the Due Diligence Period to the management, properties, books, records, contracts, commitments and other documentation of such party (and their subsidiaries) and shall allow such party and their respective accountants, counsel, advisors and representatives to perform a diligent and complete examination of its and their financial condition, business, affairs, property and assets.

In addition, as part of their due diligence investigations, the parties may seek such tax and securities advice and/or apply for such rulings as may be appropriate for determining the formal legal structure of the Transaction. The parties shall have regard to such advice and/or rulings in their negotiations to settle and sign the Definitive Agreement.

In conducting its due diligence investigations, each of the parties shall keep confidential all information obtained by it from the other. This confidentiality obligation shall not apply or extend to information now in the public domain, information which may subsequently become public other than through breach by a party of its obligations hereunder, information disclosed to one of the parties hereto by a third party in respect of which such third party is not under an obligation of confidentiality or information which is required by law to be disclosed. On termination of this letter agreement without execution of the Definitive Agreement or without completion of the Transaction, each of the parties will return to the other of them all information received hereunder (save and except a copy maintained on a continuing confidential basis for archival purposes). Each of the parties hereto and their respective representatives shall be made aware of and be bound by this provision.

#### 5 **Definitive Agreement**

5.1 This letter agreement and the Transaction contemplated hereby are subject to the negotiation

and entering into of a definitive agreement (the “**Definitive Agreement**”) in respect of the Transaction, provided that , if the parties hereto cannot agree upon the terms of the Definitive Agreement within 60 days after the date of this letter agreement, either party may submit the resolution of any and all unsettled terms of such Definitive Agreement to binding arbitration in accordance with the *Arbitrations Act, 1991* (Ontario).

- 5.2 Upon your acceptance of this letter agreement in the manner specified below, we will commence work on the preparation of formal documentation relating to the transactions contemplated by this letter agreement, including, but not limited to, a Definitive Agreement. The Definitive Agreement will set out in detail the terms and conditions of the Transaction and will incorporate the terms and conditions of this letter agreement together with such other terms and conditions as our solicitors may deem necessary or advisable.
- 5.3 In the Definitive Agreement, Last Hope will provide representations and warranties usually made in transactions of this type, which representations and warranties will be true and correct as at the time made and at the time of Closing. Without limiting the generality of the foregoing, among the representations and warranties of particular significance to 55 North will be the accuracy of financial information, the absence of litigation or claims, the absence of any contingent liabilities, that Last Hope will be on closing the legal and beneficial owner of the Property, and that there are no outstanding warrants or other rights or options to acquire securities in Last Hope and no agreement or intention to issue securities of Last Hope other than as disclosed to 55 North herein. Similar appropriate representations and warranties will be made by 55 North to Last Hope .
- 5.4 If a Definitive Agreement is not negotiated and executed within sixty (60) days after the acceptance of this letter agreement (or such longer period of time to which the parties hereto may agree upon), this letter agreement shall continue in full force and effect and either party may submit the resolution of any and all unsettled terms thereof to binding arbitration in accordance with the *Arbitrations Act, 1991* (Ontario).
- 5.5 Upon execution of this letter agreement, each of 55 North and Last Hope will use its best efforts to arrange for several of its significant shareholders to enter into lock-up agreements (each a “**Lock-up Agreement**”) with Last Hope or 55 North , as the case may be, on terms satisfactory to Last Hope and 55 North in which such shareholders will covenant and agree to vote or cause their votes to be cast in favour of the transactions contemplated hereby at any shareholder meetings called by 55 North or Last Hope in connection therewith.

## **6 Conditions of Closing**

- 6.1 Each of 55 North’s and Last Hope’s obligation to proceed with the Transaction will be subject to the following conditions to be satisfied or waived in writing by each of 55 North and Last Hope on or before Closing:
- (a) completion, to 55 North’s satisfaction, of 55 North’s due diligence investigations of Last Hope (and its subsidiaries) within the Due Diligence Period,
  - (b) completion, to Last Hope’s satisfaction, of Last Hope’s due diligence investigations of 55 North (and Subco) within the Due Diligence Period;

- (c) execution and delivery of the Definitive Agreement by Last Hope and 55 North ;
- (d) completion by 55 North of the anticipated Edelston Sale Transaction as a sale of its Edelston Gold Properties located in Ontario to European Cobalt Ltd., the receipt of the cash sale proceeds therefor anticipated to be in the amount of \$700,000.00 and the receipt of the additional sale proceeds comprising of 100,000,000 common shares of European Cobalt Ltd. (the "European Cobalt Shares Consideration") and the distribution of the European Cobalt Shares Consideration by way of *in specie* dividend to the shareholders of 55 North prior to the completion of the Definitive Agreement;
- (e) there will be no lawsuits, tax reassessments or other claims (contingent or otherwise) pending or threatened against 55 North or Last Hope (or any of their subsidiaries) except as disclosed herein;
- (f) obtaining all necessary regulatory and, if necessary, court approvals;
- (g) Last Hope shall be satisfied that, on Closing of the Transaction and the Concurrent Financing, the Resulting Company will have a sufficient number of shareholders holding board lots to meet the continued listing requirements of the Exchange;
- (h) approval of the Transaction by the shareholders of 55 North in accordance with the *Canada Business Corporations Act* and Multilateral Instrument 61-101 (in particular, Part 4 "*Business Combinations*" thereof); and
- (i) approval of the Transaction by the shareholders of Last Hope.

## 6.2 Termination

Each party shall, in its sole discretion, have the right to terminate this letter agreement as follows:

- (a) If, acting reasonably, it is not satisfied with the results of its due diligence investigations of the other party (and its subsidiaries) or as to the legal or tax consequences of concluding the transactions contemplated herein, provided notice of such termination is given to the other party on or before expiry of the Due Diligence Period;
- (b) in the event that it becomes apparent that the Exchange will not approve the proposed Transaction in connection with the listing of the Resulting Company's Post-RTO Shares following the Closing and the Concurrent Financing; or
- (c) in the event that any of the conditions precedent set out in paragraph 6.1 above are not satisfied or waived on or before Closing of the Transaction.

The termination of this letter agreement shall be effective upon the delivery of notice under this paragraph 6.2. Upon termination, each party shall forthwith return or destroy all documents and records received from the other party in accordance with the provisions of paragraph 4.1, which

paragraph 4.1 shall survive such termination. Notwithstanding any such termination, paragraphs 3.4, 4.1, 6.2, 7.9, 7.10, 7.11, 7.12 and 7.13 shall survive termination of this letter agreement.

## **7 Miscellaneous**

- 7.1 Until the earliest of (i) the Closing or (ii) the date on which this letter agreement or the Definitive Agreement, as the case may be, is terminated in accordance with its terms, each of 55 North and Last Hope agrees that it will not, and will not permit any other person to, initiate contact with, solicit or enter into negotiations with any other person regarding any transaction inconsistent with the terms hereof.
- 7.2 55 North shall not enter into any transactions, shall not incur any obligations and shall not incur any liabilities, costs or expenses (other than to its transfer agent, stock exchange, accountants, auditors and legal counsel in the ordinary course) during the period from the date of this letter agreement to the Closing save and except with the express consent of Last Hope, such consent not to be unreasonably delayed, conditioned or refused.
- 7.3 Last Hope shall not enter into (and shall not permit any of its subsidiaries to enter into) any transactions, nor incur any obligations or liabilities, costs or expenses during the period from the date of this letter agreement to the Closing save and except with the express consent of 55 North, such consent not to be unreasonably delayed, conditioned or refused.
- 7.4 Each party represents and warrants to the other that no broker's or finder's fees are payable in respect of the Transaction save and except as expressly provided herein.
- 7.5 This letter agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall form one and the same instrument. This letter agreement may be delivered by fax or other electronic means.
- 7.6 This letter agreement shall be interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 7.7 This letter agreement is subject to approval of the board of directors of 55 North, to be obtained and communicated to Last Hope on or before June 27, 2020 (or such other date as may be permitted by Last Hope given before or after such date), failing which this letter agreement shall be null and void.
- 7.8 This letter agreement is subject to approval of the board of directors of Last Hope, to be obtained and communicated to 55 North on or before June 27, 2020 (or such other date as may be permitted by 55 North given before or after such date), failing which this letter agreement shall be null and void.
- 7.9 In the event that the Transaction does not proceed, other than as may be expressly agreed, each party will be liable for its own costs, including legal, accounting and other professional and regulatory fees and expenses.
- 7.10 Last Hope and 55 North agree to make a joint news release (in respect of which 55 North will file on SEDAR the news release, a material change report and copy of this letter agreement)

immediately following the signing of this letter agreement, with respect to the entering into and the terms of this letter agreement. Last Hope and 55 North agree to cooperate and expeditiously settle the terms of such news release, provided, however, if Last Hope fails to promptly comment on any proposed draft news release after receipt within such period of time permitted by applicable securities requirements, Last Hope shall be deemed to have consented to making such news release and other filings to allow 55 North to comply with its securities regulatory obligations.

7.11 Last Hope and 55 North agree to perform or cause to be performed all such acts and deeds as may be required to give full force and effect to the terms and provisions set out herein and to cooperate with each other and each other's professional advisors in the preparation, execution and delivery of any and all documents or instruments necessary to give full force and effect to the terms and provisions set out herein and in the Definitive Agreement and any other documents required to give effect hereto.

7.12 Each notice, demand or other communication required or permitted to be given under this letter agreement shall be in writing and delivered by registered mail, fax or other electronic transmission, courier or by hand to:

(a) If to 55 North:

**55 North Mining Inc.**  
Suite 2702 – 401 Bay Street Toronto,  
Ontario M5H 2Y4

Attention: Bruce Reid , Chief Executive Officer Fax: (416)  
-0592  
Email: a

(b) If to 2552883 Ontario Inc.:

**2552883 Ontario Inc. coba Last Hope Mines.**  
Suite 2702, 401 Bay Street  
Toronto, Ontario M5H 2Y4

Attention: Alka Singh

The date of receipt of any notice, demand or other communication shall be the date on which the notice, demand or other communication is actually received by the addressee provided that such day is a business day and such receipt occurs before 4:00 p.m. (local time) on such business day, otherwise such notice, demand or other communication shall be deemed to have been received on the next following business day. For the purposes hereof, a "business day" is any day other than a Saturday, Sunday, or statutory holiday in the Province of Ontario.

Either party may at any time and from time to time notify the other party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

7.13 Time is of the essence of this letter agreement.

7.14 The parties hereto acknowledge and agree that this letter agreement constitutes a binding agreement. In the event that the parties hereto cannot agree upon the terms of the Definitive Agreement within 60 days after the date hereof, either party may submit the resolution of any and all unsettled terms thereof to binding arbitration in accordance with the *Arbitrations Act, 1991* (Ontario).

We trust that you will find the foregoing in accordance with our discussions. If acceptable, please execute the acknowledgement and acceptance at the foot of this letter agreement and return a fully executed copy to us in accordance with the notice provisions in paragraph 7.12 above.

Yours very truly,


**55 NORTH MINING INC. .**



---

*The terms and conditions of the foregoing letter agreement are agreed to and accepted this 22 day of June 2020.*

**2552883 ONTARIO INC.**

Per: 

Alka Singh, Director

**SCHEDULE "G"**  
**FAIRNESS OPINION OF HARRIS CAPITAL CORPORATION DATED JULY 6, 2020**  
**CONCERNING THE BUSINESS COMBINATION AND AMALGAMATION**

July 6, 2020

**The Board of Directors of 55 North Mining Inc.**

401 Bay Street, Suite 2702  
Toronto, Ontario  
M5H 2Y4

Dear Sirs:

Harris Capital Corporation (“**Harris Capital**”) understands that 55 North Mining Inc. (“**55 North**” or, the “**Company**”) intends to acquire 100% of the issued and outstanding common shares of 2552883 Ontario Inc. (“**2552883**”), a privately held company whose sole asset is the Last Hope Project (the “**Project**”) located in the Lynn Lake, Manitoba mining district, for consideration of common shares of 55 North by way of a three-cornered amalgamation (the “**Transaction**”).

We also understand that 55 North and 2552883 are related parties for the purposes of the Transaction. Therefore, the Transaction is subject to Multilateral Instrument 61-101 (“**MI 61-101**”), however, 55 North is not listed on a specified market (as defined in MI 61-101), and therefore the Transaction is exempt from the formal valuation requirement in keeping with section 5.5(b) of MI 61-101.

The Board of Directors of 55 North (the “**Board**”) has retained Harris Capital in an engagement letter (the “**Engagement Agreement**”) signed on June 16, 2020 to provide an opinion as to the fairness, from a financial point of view, of the Consideration paid by 55 North, pursuant to the Transaction (the “**Fairness Opinion**”).

The Fairness Opinion has been prepared in accordance with the Disclosure Standards for Fairness Opinions of the Investment Industry Regulatory Organization of Canada (“**IIROC**”), but IIROC has not been involved in the preparation or review of the Fairness Opinion.

**ENGAGEMENT AND BACKGROUND**

Harris Capital was initially contacted by 55 North on June 8, 2020 and was formally engaged by the Board pursuant to the Engagement Agreement which was accepted by 55 North on June 16, 2020.

Under the terms of the Engagement Agreement, Harris Capital will receive a fixed fee (the “**Fairness Opinion Fee**”) for the preparation of the Fairness Opinion, no portion of which is conditional upon the Fairness Opinion being favorable or contingent upon the successful completion of the Transaction. Additionally, 55 North has agreed to reimburse Harris Capital for its reasonable out-of-pocket expenses and to indemnify Harris Capital in certain circumstances. The Fairness Opinion Fee is not material to Harris Capital’s operations.

The Fairness Opinion has been prepared for the exclusive use of the Board in connection with the Transaction. The Fairness Opinion may not be used by any person or relied upon by any person other than the Board and may not be used or relied upon by the Board for any purpose other than the purpose hereinbefore stated without the express prior written consent of Harris Capital. The Fairness Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without our prior written consent.



## **CREDENTIALS OF HARRIS**

Harris Capital is a company specializing in valuation of private and public companies and its founder and the primary author of the Fairness Opinion is Douglas Harris, the President of Harris Capital. Mr. Harris holds a B.Sc. (Guelph), an MBA (Rotman), is a Chartered Accountant and a Chartered Business Valuator and has over 20 years of business valuation experience. Since joining Yorkton Securities Inc.'s Mergers & Acquisitions team in 1996 Mr. Harris has had extensive transaction, valuation, and investment experience in Canada's the mining, technology, and industrial technology sectors.

## **INDEPENDENCE OF HARRIS**

Neither Harris Capital nor any of its affiliates is an insider, associate, or affiliate (as those terms are defined in the Securities Act (Ontario)) of 55 North, 2552883, or any of their respective associates or affiliates (collectively, the "**Interested Parties**"). Neither Harris Capital nor any of its affiliates is an advisor to any Interested Party with respect to the Transaction other than to the Board pursuant to the Engagement Agreement. Neither Harris Capital nor any of its affiliates has provided any financial advisory services to an Interested Party within the past two years, other than pursuant to the Engagement Agreement. Harris Capital has not previously acted as lead or co-manager of equity financings for the Interested Parties. Harris Capital does not provide ordinary banking or related services to an Interested Party. Neither Harris Capital nor any of its affiliates has a material financial interest in the completion of the Transaction.

There are currently no understandings, agreements, or commitments between Harris Capital or any of its affiliates with any Interested Party with respect to any future business dealings. Harris Capital acts as a financial advisor and principal in major financial markets and may in the future hold positions in or provide advice to an Interested Party on transactions for which it may receive compensation.

Harris Capital believes that it is an independent valuator in respect of the Transaction pursuant to MI 61-101.

## **SCOPE OF REVIEW**

In connection with preparing the Fairness Opinion, Harris Capital has reviewed, relied upon, or carried out, among other things, the following:

- a) The binding letter agreement between 55 North and 2552883 pursuant to the Transaction entered into on June 20, 2020 (the "**Letter Agreement**");
- b) The most recent draft of the 55 North Management Information Circular dated July 6, 2020;
- c) Public filings of 55 North and other companies available on the System for Electronic Document Analysis and Retrieval and deemed relevant to the Transaction;
- d) Other public information relating to the business, operations, and financial performance of 55 North, 2552883, the Project and public companies deemed relevant to the Transaction, including published research and industry reports;
- e) Technical Report and Resource Estimate on the Last Hope Property, Lynn Lake Northern Manitoba, Canada prepared for Carlisle Goldfields Limited by P & E Mining Consultants Inc. dated March 7, 2013;
- f) Option agreement on the Project between Peter Dunlop (the "**Optionor**") and 2552883 dated September 5, 2017 and amendment thereto dated November 4, 2019 (the "**Option Agreement**");
- g) Confidential information made available by 55 North concerning the business, operations, assets, liabilities, and prospects of each of 55 North and 2552883;

- h) Due diligence discussions and/or correspondence with senior executives of 55 North concerning the past and current operations and financial conditions and the prospects of the Project;
- i) Current and historic trading information relating to the common shares of companies in the Canadian materials sector which we considered relevant;
- j) Public information with respect to precedent transactions in the Canadian materials sector which we considered relevant;
- k) Representations from senior officers of 55 North in a certificate delivered to Harris Capital as to, among other things, the accuracy and completeness of the information upon which the Fairness Opinion is based, dated as of the date hereof; and
- l) Such other information, analyses, and discussions (including discussions with third parties) as Harris Capital considered necessary or appropriate in the circumstances.

Harris Capital was granted full access to and cooperation from the senior officers of 55 North and has not, to the best of its knowledge, been denied access by 55 North to any information requested by Harris Capital.

#### **PRIOR VALUATIONS**

55 North has represented to Harris Capital that there have been no independent appraisals or valuations (as defined in MI 61-101) or material non-independent appraisals or valuations relating to 55 North and/or 2552883 or any of their respective subsidiaries on any of their respective material assets or liabilities which have been prepared as of this date within the preceding 24 months.

#### **OVERVIEW OF 55 NORTH MINING INC.**

55 North is a reporting issuer in Ontario, Manitoba, and British Columbia whose main asset is the Edlestone Gold Project located south of the Timmins gold camp in Ontario, Canada (“**Edlestone**”). 55 North has 79,348,050 shares issued and outstanding, granted 3,000,000 stock options to Officers, Directors, Employees, and consultants with a 5-year term and an exercise price of \$0.05 and issued 5,869,994 warrants with a weighted average exercise price of \$0.066 and a weighted average expiry date of June 5, 2021. The most recent equity issuance of common shares from 55 North’s treasury closed on December 18, 2019 resulting in the settlement of \$110,000 in indebtedness to a service provider through the issuance of 2,200,000 units at \$0.05 per unit. Each unit consisted of one common share and one common share purchase warrant. Each Warrant entitles the holder to purchase one common share for a period of thirty-six months from the date of issuance at \$0.06.

On June 8, 2020 55 North announced that it had entered into a binding letter of intent with European Cobalt Ltd. (“**European Cobalt**”) to sell Edlestone for \$750,000 cash and 100,000,000 European Cobalt common shares (the “**EC Shares**”) at a deemed issue price of A\$0.02 per share, representing all of the material assets in 55 North’s exploration portfolio. On June 29, 2020 55 North announced that, subject to shareholder approval, it would dividend out the EC Shares to its shareholders (the “**Dividend**”) and consolidate its common shares on a 1 for 10.13 basis (the “**Share Consolidation**”).

The following is a summary of 55 North’s balance sheet as at March 31, 2020.

<b>Assets</b>		<b>Liabilities &amp; Shareholders' Equity</b>	
Cash	\$16,572	Current liabilities	\$109,892
Other working capital	13,006	Long term debt	494,455
		Total liabilities	604,347
		Shareholders' equity	-574,769
<b>Total Assets</b>	<b>\$29,578</b>	<b>Total Liabilities &amp; Shareholders' Equity</b>	<b>\$29,578</b>

## OVERVIEW OF 2552883 ONTARIO INC.

2552883 is a private company whose sole asset is the Project. 2552883 has 70,493,217 shares issued and outstanding and 22,634,108 warrants with a weighted average exercise price of \$0.10 and a weighted average expiry date of July 27, 2020. The most recent equity investment in 2552883 was an offering of 870,000 flow through units at \$0.0575 per unit for gross proceeds of \$50,025. Each unit consisted of one common share and one-half of one warrant to purchase 2552883 common shares. Each whole warrant entitles the holder to purchase one common share at a price of \$0.18 until December 31, 2022.

The Project is located in northern Manitoba, 820 km northwest of Winnipeg and was first staked in 1937. There is good access to the Property via a 15 km all-weather gravel road running from the town of Lynn Lake to a third party mine site and then a further 8 km on a winter road from the third party mine site to the Property. There is a long mining history in northern Manitoba and Lynn Lake, resulting in significant material and human resources being available in the region to support mining operations.

The Project comprises 15 claims covering an area of 3,513 hectares, and the deposit is situated approximately 5 km south of the South Belt of the Lynn Lake Greenstone Belt within the Churchill Structural Province of the Canadian Shield. The Project is thought to be a Proterozoic, mesothermal lode gold deposit, and the main mineralized feature is the Mandole vein that outcrops for approximately 225 m and strikes northwest, dips 80 degrees southwest, ranges in thickness from 0.3 to 1.2 m, and fills a fracture in thinly bedded impure quartzite.

There have been 231 diamond drill holes on the Project, including 27 diamond drill holes in 2012 totalling 7,486 m, of which 219 were used to determine the Ni 43-101 compliant resource of 199,270 oz Au at a 3 gram per tonne cut-off, 33,458 oz Au indicated and 165,812 oz Au inferred (the “Resource”).

Pursuant to the Option Agreement, 255883 may acquire a 100% undivided interest in the Project, subject to a 2% net smelter royalty, by making the following payments to the Optionor: \$65,000 and 1,500,000 common shares upon execution of the Option Agreement; \$65,000 and 1,500,000 common shares on the first anniversary of the Option Agreement; \$65,000 on the second anniversary of the Option Agreement; \$65,000 third anniversary of the Option Agreement; \$100,000 on the fourth anniversary of the Option Agreement; and \$3,000,000 on the fifth anniversary of the Option Agreement. In order to earn the interest in the Property 255883 must incur an aggregate of at least \$250,000 per year for the four years subsequent to the execution of the Option Agreement to an aggregate of \$1,000,000 on exploration and development expenditures on the Project.

Management is proposing an initial work program of 15 drill holes, totalling 4,500 m, to investigate the limits of mineralization and to upgrade resources from inferred to indicated.

The following is a summary of 2552883 balance sheet as at June 30, 2020:

<b>Assets</b>		<b>Liabilities &amp; Shareholders' Equity</b>	
Cash	\$17,949	Current liabilities	\$9,107
Other working capital	97,458	Long term debt	450,881
Investment	115,000	Total liabilities	459,988
Due from 55 North	515,858	Shareholders' equity	286,277
<b>Total Assets</b>	<b>\$746,265</b>	<b>Total Liabilities &amp; Shareholders' Equity</b>	<b>\$746,265</b>

## TRANSACTION OVERVIEW

On June 20, 2020, 2552883 and 55 North entered into a binding letter agreement (the “**Letter Agreement**”) which set forth the terms and conditions of a three-cornered amalgamation to form “**New 55 North**”, pursuant to which (i) 55 North would incorporate a wholly-owned Ontario subsidiary, “**Subco**”; (ii) 55 North would acquire all of the issued and outstanding shares of 2552883 in exchange for post-Share Consolidation 55 North common shares on a one-for-one basis; and (iii) Subco and 2552883 would amalgamate to form a wholly-owned subsidiary of 55 North, to be named 55 North Mining Operations Inc.

Based on the above and pursuant to the Transaction, 55 North will issue 70,493,217 post-Share Consolidation common shares to acquire 100% of 2552883 ( the “**Consideration**”), and upon the closing of the Transaction current 55 North and 2552883 shareholders will own approximately 10% and 90% of the common shares of the New 55 North, respectively.

## ASSUMPTIONS AND LIMITATIONS

This Fairness Opinion is subject to the assumptions, qualifications, and limitations set forth below.

Harris Capital has not been asked to prepare and has not prepared a formal valuation of 55 North, 2552883 or any of their respective securities or assets, including the Project, and the Fairness Opinion should not be construed as such. Similarly, Harris Capital was not engaged to review any legal, tax, or accounting aspects of the Transaction. In preparing the Fairness Opinion, Harris Capital has made several assumptions, including that all the conditions required to complete the Transaction will be met.

Harris Capital has relied upon the completeness, accuracy, and fair presentation of all of the financial and other information, data, advice, opinions, and representations obtained by it from public sources or provided to it by or on behalf of 55 North, their directors, officers, agents, and advisors or otherwise (collectively, the “**Information**”), and Harris Capital has assumed that this Information does not omit any material fact or any fact necessary to be stated to make that Information not misleading. The Fairness Opinion is conditional upon the completeness, accuracy, and fair presentation of such Information including the absence of any undisclosed material change. Subject to the exercise of professional judgment and except as expressly described herein, Harris Capital has not attempted to independently verify or investigate the completeness, accuracy, or fair presentation of any of the Information. Harris Capital has also assumed that the Consideration paid pursuant to the Transaction is not materially different from the terms of the Letter Agreement.

With respect to financial and operating forecasts, projections, estimates and/or budgets provided to Harris Capital and used in the analyses supporting the Fairness Opinion, Harris Capital has noted that projecting future results of any company is inherently subject to uncertainty. Harris Capital has assumed that such forecasts, projections, estimates and/or budgets were reasonably prepared consistent with industry practice on a basis reflecting the best currently available assumptions, estimates, and judgments of management of 55 North and 2552883 as to the future financial performance of 55 North and 2552883, and are (or were at the time and continue to be) reasonable in the circumstances. In rendering the Fairness Opinion, Harris Capital expresses no view as to the reasonableness of such forecasts, projections, estimates and/or budgets or the assumptions on which they are based.

Senior officers of 55 North and 2552883 have represented to Harris Capital in a certificate, to the best of their knowledge, delivered as of the date hereof, among other things, that: (a) the Information provided by, or on behalf, of 55 North and 2552883 or any of their affiliates or their representatives and agents to Harris Capital for the purpose of preparing the Fairness Opinion was, at the date such information was provided to Harris Capital, and is now, complete, true and correct in all material respects, and did not and does not

contain any untrue statement of a material fact in respect of 55 North and 2552883 and their affiliates or the Transaction, and did not and does not omit a material fact in relation to 55 North and 2552883 and their affiliates or the Transaction necessary to make the Information not misleading in light of the circumstances under which it was provided; (b) since the dates on which the Information was provided to Harris Capital, there has been no material change in the Information or any part thereof which would have or which would reasonably be expected to have a material effect on the Fairness Opinion; (c) there are no independent appraisals or valuations or material non-independent appraisals or valuations relating to 55 North and 2552883, as applicable, or any of their respective affiliates or any of their respective material assets or liabilities which have been prepared as of a date within the two years preceding the date hereof; and (d) since the dates on which the Information was provided to Harris Capital by 55 North and 2552883, no material transaction has been entered into by 55 North and 2552883 or any of their affiliates which has not been disclosed in complete detail to Harris Capital.

This Fairness Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as at the date hereof and the condition and prospects, financial and otherwise, of 55 North and 2552883 and their affiliates, as they were reflected in the Information and as they have been represented to Harris Capital in discussions with management of 55 North and 2552883. In its analyses and in preparing the Fairness Opinion, Harris Capital has made certain assumptions with respect to expected industry performance, general business, and economic conditions and other matters, most of which are beyond the control of Harris Capital or any party involved in the Transaction. Harris Capital believes these assumptions are reasonable under the current circumstances; however, actual future results may demonstrate that certain assumptions were incorrect.

The Fairness Opinion has been prepared for the exclusive use of the Board in connection with the Transaction. The Fairness Opinion may not be used by any person or relied upon by any person other than the Board and may not be used or relied upon by the Board for any purpose other than the purpose hereinbefore stated without the express prior written consent of Harris Capital. The Fairness Opinion is not to be reproduced, disseminated, quoted from, or referred to (in whole or in part) without our prior written consent.

Harris Capital believes that the Fairness Opinion must be considered and reviewed as a whole and that selecting portions of the stated analyses or factors considered by Harris Capital, without considering all the stated analyses and factors together, could create a misleading view of the process underlying, or the scope of the Fairness Opinion. The preparation of a fairness opinion of this nature is a complex process and is not necessarily amenable to partial analysis or summary description; any attempt to do so could lead to undue emphasis on any particular factor or analysis.

The Fairness Opinion is not to be construed as a recommendation to the Board as to whether or not to approve the Transaction. In addition, the Fairness Opinion does not address the relative merits of the Transaction as compared to any other transaction involving the Project, the prospects or likelihood of any alternative transaction, or any other possible transaction involving the Project. In addition, the Fairness Opinion is not, and should not be construed as, advice as to the price at which the 55 North or 2552883 shares may trade at any future date.

The Fairness Opinion is given as of the date hereof and Harris Capital disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Fairness Opinion which may come or be brought to Harris Capital's attention after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting the Fairness Opinion after the date hereof, Harris Capital reserves the right to change, modify, or withdraw the Fairness Opinion.

## **APPROACH TO FAIRNESS AND ANALYSIS**

Harris Capital performed various analyses in the preparation of the Fairness Opinion. In arriving at our conclusion, we did not attribute any particular weight to a specific approach or analysis, but rather developed qualitative judgements on the basis of our experience in rendering such opinions and the information presented as a whole.

In considering the fairness from a financial point of view, of the Consideration to be paid by 55 North pursuant to the Transaction, Harris Capital considered a number of methodologies and approaches commonly used to value mineral exploration projects.

The generally accepted approaches to value mineral exploration & development projects in the context of a fairness opinion are (i) the discounted cash flow approach (Income), (ii) precedent transactions approach utilizing relevant transactions in the mining sector (Market), and (iii) the modified appraised value method (cost).

The discounted cash flow approach is not generally appropriate for properties at the exploration stage and has not been used to assess the fairness of the Transaction due to the uncertainty regarding future cash flows.

Other approaches that are appropriate to assess the fairness of a transaction of a company active in the mineral exploration & development sector are the comparable market multiples approach and the recent third-party financings approach.

For the Fairness Opinion, the precedent transactions, comparable market multiples, modified appraised value, and recent third-party financings approaches were utilized. The methods have been modified where appropriate to comply with Appendix 3G.

### **Precedent Transactions Approach**

The objective of the precedent transactions approach is to utilize appropriate transaction multiples derived from a sample of transactions to obtain a valuation estimate. For the precedent transactions approach, Harris Capital reviewed publicly available information with respect to a sample of transactions that are as comparable as possible to the Project in terms of geology, mineralization, stage of exploration and results, mineral resources, location, geography, and political jurisdiction in the minerals sector within a reasonable period of time of the date of the Fairness Opinion.

The average multiple received by vendors on a total consideration (“TC”)/oz Au basis as at the date hereof, reflecting a private company discount of 10% to 20%, was \$16.45 TC/oz Au, with multiples ranging from \$9.64 TC/oz Au to \$29.69 TC/oz Au. We then compared this range of precedent transaction multiples to the Consideration to be paid by 55 North pursuant to the Transaction.

### **Comparable Market Multiples Approach**

The objective of the comparable market multiples approach is to utilize appropriate capitalization multiples derived from a sample of publicly traded comparable companies to obtain a valuation estimate. The sample of publicly traded companies reflects companies with projects that are as comparable as possible to the Project in terms of geology, mineralization, stage of exploration and results, mineral resources, location, geography, and political jurisdiction in the minerals sector.

Harris Capital reviewed publicly available information on comparable publicly traded companies involved in the exploration and development of gold projects located in Canada that Harris Capital considered relevant, including four companies whose main projects are located in Manitoba.

The average Enterprise Value (“EV”)/oz Au multiple of the comparable companies, excluding the high and low values and reflecting a private company discount of 10% to 20%, was \$12.20 EV/oz Au with multiples ranging from C\$2.21 EV/oz Au to C\$23.82 EV/oz Au. We then compared the range of comparable market multiples to the Consideration paid by 55 North pursuant to the Transaction.

### **Modified Appraised Value Approach**

The Appraised Value method is based on the premise that the real value of an exploration property or a marginal development property lies in its potential for the existence and discovery of an economic mineral deposit. The Appraised Value method assumes that the amount of exploration expenditure justified on a property is related to its value. The Appraised Value includes meaningful past exploration expenditures and warranted future costs. In the Modified Appraised Value method dictated by Appendix 3G, only those past expenditures that are considered reasonable and contribute to the identification of exploration potential are retained as value: warranted future costs to test the identified potential cannot be used under Appendix 3G. In this Fairness Opinion, warranted future costs are not included in accordance with the guidelines of Appendix 3G.

Past expenditures are usually analyzed on an annual basis, using technical expertise to assess which expenditures to retain and which to reject in terms of identifying remaining exploration potential. Usually, little of the expenditures more than five or so years prior to the effective valuation date are retained. In the case of dual or multiple property ownership, the Modified Appraised Value of the whole property is determined first, and then the value is apportioned to one or more of the property owners.

The Modified Appraised Value method is best applied to properties that are actively being explored. It is more difficult to apply the method to properties that have been idle for some years, especially those that have had substantial expenditures in the past. Many such properties have sub-economic or marginal resources outlined by the past work, and some qualify as marginal development properties. The key to the valuation of inactive properties is a realistic assessment of the remaining exploration potential, which could be in the form of untested targets, potential to increase the grade or tonnage of the existing resource, or potential for development with changes in technology or economic conditions.

Over the past 14 months, there has been \$1.3 million invested in the Project; Harris Capital compared modified appraised value to the Consideration paid by 55 North pursuant to the Transaction.

### **Recent Financing Approach**

The recent financing approach is based on the premise that recent third-party investments by accredited investors in a company are a reasonable indication of value.

The most recent equity investment in 2552883 was an offering of 870,000 flow-through units at \$0.0575 per unit for gross proceeds of \$50,025. Each unit consisted of one common share and one-half of one warrant to purchase 2552883 common shares. Each whole warrant entitles the holder to purchase one common share at a price of \$0.18 until December 31, 2022.

Harris Capital calculated using the Black-Scholes Model assuming an 80% volatility and a 0.21% risk-free rate. The value of ½ of one warrant value was deducted from the unit price, the net amount was multiplied

by the shares outstanding to determine the equity value of 2552883, which was then compared to the Consideration paid by 55 North pursuant to the Transaction.

### **FAIRNESS CONSIDERATIONS**

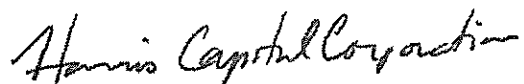
Our assessment of the fairness, from a financial point of view, of the Consideration to be paid to 2552883 by 55 North pursuant to the Transaction included the following factors among others:

- 55 North is acquiring a project with a NI 43-101 compliant resource in a very prospective location in a safe jurisdiction;
- Management has substantial experience in the Lynn Lake area in general and the Project specifically;
- Subsequent to the sale of Edleston, the Transaction provides 55 North with an established project to obtain a public listing, providing liquidity to 55 North shareholders;
- The Consideration paid by 55 North pursuant to the Transaction is consistent with the range of fair values for the Last Hope Project generated by the foregoing analysis.

### **FAIRNESS OPINION**

Based upon and subject to the foregoing, Harris Capital is of the opinion that, as of the date hereof, the Consideration to be paid by 55 North pursuant to the Transaction is fair, from a financial point of view, to the shareholders of 55 North.

Yours truly,

A handwritten signature in cursive script that reads "Harris Capital Corporation".

**HARRIS CAPITAL CORPORATION**



**SCHEDULE "H"**  
**AMALGAMATION AGREEMENT DATED JULY 2020**

APPENDIX "H"

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 5<sup>th</sup>. day of July 2020

AMONG:

55 NORTH MINING INC., a corporation incorporated under the laws of Canada ("55 North");

-and-

55 NORTH MINING OPERATIONS INC., a corporation incorporated under the laws of Ontario ("Subco");

-and-

2552883 ONTARIO INC., a corporation incorporated under the laws of Ontario ("2552883");

WITNESSES THAT:

WHEREAS 55 North and 2552883 signed a letter agreement dated June 20, 2020 in respect of a business combination transaction, which letter agreement contemplated completion of a three-cornered amalgamation to be described in a definitive agreement;

AND WHEREAS Subco is a wholly-owned subsidiary of 55 North;

AND WHEREAS 2552883 and Subco have agreed to amalgamate pursuant to section 175 of the *Business Corporations Act* (Ontario) and, for such purpose, 55 North has agreed to issue certain of its securities to the securityholders of 2552883;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree with each other as follows:

ARTICLE I  
DEFINITIONS

1.1 **Definitions.** In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following words and terms set forth in this Article I shall have the following meanings:

- (a) "Acquisition Proposal" means any merger, amalgamation, arrangement, business combination, recapitalization, take-over bid, sale of material assets, material sale of treasury shares or rights or interests therein or thereto (other than the Current Financing or the Proposed Financing) or similar transactions involving GoldTrain, or a proposal to do so, excluding the transactions contemplated hereby;
- (b) "Act" means the *Business Corporations Act* (Ontario);
- (c) "Affiliate" means an affiliated body corporate within the meaning of the Act;
- (d) "Agreement" means this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof; "herein", "hereof" and similar expressions mean and refer to this Agreement and not to any particular article, section, clause or subclause; and "Article", "Section", "clause" or "subclause" means and refers to the specified article, section, clause or subclause of this Agreement;

- (e) “**Amalco**” has the meaning specified in Section 2.2;
- (f) “**Amalgamating Corporations**” means 2552883 and Subco;
- (g) “**Amalgamation**” means the amalgamation of 2552883 and Subco pursuant to this Agreement and in accordance with the Act;
- (h) “**Arm's Length**” has the same meaning ascribed thereto in the Tax Act;
- (i) “**Business Day**” means a day other than a Saturday, Sunday or holiday on which the principal commercial banks located in Toronto, Ontario, are open for business during normal banking hours;
- (j) “**Closing**” means the completion of the Amalgamation set forth herein, including the issuance of Exchange Shares, which shall take place on the Effective Date at the offices of William Harvey Jones, Barrister & Solicitor 401 Bay Street, Suite 2702, Toronto, Ontario, M5L 1G4;
- (k) “**Consolidation**” means the proposed consolidation of the issued and outstanding common shares of the Corporation on the basis of one (1) post-consolidation common share for TEN AND 13/100 pre-consolidation common shares;
- (l) “**Edelston Transaction**” means the sale of the operational assets of 55 North to European Cobalt Ltd, pursuant to an agreement dated July 3, 2020, contemplated to occur before the effective Date to completion of which is a condition precedent to the amalgamation contemplated under the Agreement;
- (m) “**Effective Date**” means the date of the Amalgamation as set forth in the certificate of amalgamation for Amalco;
- (n) “**Exchange**” means the Canadian Securities Exchange, Toronto Stock Exchange or TSX Venture Exchange, as applicable;
- (o) “**Exchange Shares**” means Post-Consolidation 55 North Shares which are to be issued from the treasury of 55 North in exchange for the issued and outstanding shares of 2552883 pursuant to the Amalgamation in accordance with Section 3.1 hereof;
- (p) “**Generally Accepted Accounting Principles**” means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with such principles;
- (q) “**55 North**” means 55 North Mining Inc., a corporation existing under the laws of Canada;
- (r) “**55 North Shares**” means the fully paid and non-assessable common shares in the capital of GoldTrain as constituted on the date hereof;
- (s) “**55 North Auditors**” means Scarrow & Donald LLP., Chartered Accountants, whose principal office is located at 439 University Ave, Winnipeg, Manitoba N5G 1Y8;
- (t) “**55 North's Business**” means 55 North's operations as a mineral exploration company;
- (u) “**55 North's Financial Statements**” mean the audited financial statements of 55 North as at and for the fiscal year ended December 31, 2019 and the unaudited interim financial statements of 55 North as at and for the period ended March 31, 2020, respectively, consisting, in each case, of the

balance sheet and the statement of operations, comprehensive loss and deficit, statement of cash flows and all notes thereto;

- (v) “**2552883**” means 2552883 Ontario Inc., a corporation existing under the laws of Ontario;
- (w) “**2552883 Assets**” means all of 2552883’s material assets including: (i) the rights, privileges and benefits arising under 2552883’s contracts; (ii) those assets set out in 2552883’s Financial Statements and (iii) those assets acquired by 2552883 subsequent to the date of the 2552883 Financial Statements;
- (x) “**2552883 Business**” means the business previously and heretofore carried on by 2552883 relating to 2552883’s mineral exploration activities;
- (y) “**2552883 Financial Statement**” means the balance sheet of 2552883 as at June 30, 2020 a true copy of which is annexed as Schedule “A”;
- (z) “**2552883 Properties**” means those properties used or to be used in the 2552883 Business and listed in Schedule “A” attached hereto;
- (aa) “**2552883 Shareholders**” means all of the shareholders of record registered as such on the books and records of 2552883;
- (bb) “**2552883 Shares**” means the fully paid and non-assessable common shares in the capital of 2552883 as constituted on the date hereof;
- (cc) “**2552883 Warrants**” means any outstanding and unexercised warrants issued by 2552883 for this acquisition of its common shares as described in paragraph hereof;
- (dd) “**Material Fact**” in relation to any party hereto includes, without limitation, any fact that significantly affects, or would reasonably be expected to have a significant effect on, the market price or value of the shares of such party;
- (ee) “**Merger Proposal**” means any merger, amalgamation, arrangement, business combination, recapitalization, take-over bid, sale of material assets, material sale of treasury shares or rights or interests therein or thereto or similar transactions involving 2552883, or a proposal to do so, excluding the transactions contemplated hereby;
- (ff) “**Outside Date**” means October 30, 2020 or such other date as 55 North and 2552883 may from time to time agree upon;
- (gg) “**Person**” means any individual, corporation, partnership, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (hh) “**Post-Consolidation 55 North Shares**” means the common shares in the capital of 55 North after implementation of the Proposed Consolidation;
- (ii) “**Proposed Consolidation**” means the proposed consolidation of the shares of 55 North on the basis of one (1) new common share for every ten and 13/100 (10.13) of the existing common shares;
- (jj) “**Securities Act**” means collectively the *Securities Act* (Ontario) as may be amended from time to time, and any successor thereto;
- (kk) “**Subco**” means 55 North Mining Operations Inc., a corporation existing under the laws of Ontario;

- (ll) “**Superior Proposal**” has the meaning ascribed thereto in Section 5.2 hereof;
- (mm) “**Superior Merger Proposal**” has the meaning ascribed thereto in Section 5.4 hereof;
- (nn) “**Subco Shares**” means the fully paid and non-assessable common shares in the capital of Subco;
- (oo) “**Tax Act**” means the *Income Tax Act* (Canada), as it may be amended from time to time, and any successor thereto; any reference herein to a specific section or sections of the Tax Act, or regulations promulgated thereunder, shall be deemed to include a reference to all corresponding provision of future law;
- (pp) “**Tax Laws**” shall mean the Tax Act and any applicable provincial, or foreign income taxation statute(s), as from time to time amended, and any successors thereto; and
- (qq) “**Third Party**” means any Person other than the parties to this Agreement.

1.2 **Currency.** Where indicated, “US\$” means United States dollars, the lawful currency of the United States. Unless otherwise indicated, all dollar amounts referred to in this Agreement as “\$” mean Canadian dollars, the lawful currency of Canada.

1.3 **Tender.** Any tender of documents or money hereunder may be made upon the parties or their respective counsel and money may be tendered by bank draft or by certified cheque.

1.4 **Number and Gender.** Where the context requires, words imparting the singular shall include the plural and *vice versa*, and words imparting gender shall include all genders.

1.5 **Headings.** Article and Section headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or affect the construction or interpretation of any provision hereof.

1.6 **Schedules.** The Schedules to this Agreement shall be construed with and be considered an integral part of this Agreement to the same extent as if the same had been set forth *verbatim* herein. The following Schedules are attached hereto:

Schedule “A”	2552883 Financial Statement
Schedule “B”	2552883 Properties

1.7 **Accounting Terms.** All accounting terms not specifically defined herein shall be construed in accordance with Generally Accepted Accounting Principles.

## Article II AMALGAMATION

2.1 **Agreement to Amalgamate.** The Amalgamating Corporations do hereby agree to amalgamate pursuant to the provisions of Section 175 of the Act as of the Effective Date and to continue as one corporation on the terms and conditions set out in this Agreement.

2.2 **Name.** The name of the amalgamated corporation, Amalco, shall be 55 North Mining Operations Inc. (“Amalco”).

2.3 **Registered Office.** The registered office of Amalco shall be Suite 2702, 401 Bay Street, Toronto, Ontario M5H 2Y4.

2.4 **Authorized Capital.** Amalco shall be authorized to issue one class of shares consisting of an unlimited number of shares to be designated as “common shares”.

2.5 **Number of Directors.** The board of directors of Amalco shall, until otherwise changed in accordance with the Act, consist of a minimum number of one (1) and a maximum number of nine (9) directors.

2.6 **Business.** There shall be no restrictions on the business which Amalco is authorized to carry on.

2.7 **Initial Director.** The first directors of Amalco shall be the person whose name and address appears below:

Name	Address	Resident Canadian
William Jones	Suite 2702, 401 Bay Street Toronto, ON M5H 2Y4	Yes
Bruce Reid	Suite 2702, 401 Bay Street Toronto, ON M5H 2Y4	Yes

Such directors shall hold office until the next annual meeting of shareholders of Amalco or until his successor is elected or appointed.

2.8 **Issuance of Exchange Shares.** On the Effective Date, subject to Article III, the issued 2552883 Shares held by securityholders thereof shall be acquired by 55 North and immediately cancelled and such securityholders of 2552883 shall receive, and 55 North shall issue, securities of 55 North as set forth in Article III.

2.9 **By-Laws.** The by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Subco and a copy of such by-laws may be examined at Suite 2702, 401 Bay Street, Toronto, Ontario M5H 2Y4.

2.10 **Filing of Documents.** Upon the shareholders of each of the Amalgamating Corporations approving this Agreement by special resolution in accordance with the Act, and upon the other conditions precedent to the Amalgamation having been satisfied or waived, the Amalgamating Corporations shall jointly file with the Director, under the Act, articles of amalgamation and such other documents as may be required by the Act.

2.11 **Stated Capital.** The stated capital of Amalco, immediately after the Amalgamation becomes effective, shall be equal to the aggregate stated capital of each of the Amalgamating Corporations.

2.12 **Conversion of Subco Shares.** Upon the Amalgamation, the issued and outstanding shares in the capital of Subco shall be converted into issued and outstanding shares in the capital of Amalco, on a one for one basis.

2.13 **Initial Officers of Amalco.** The initial officers of Amalco shall, until such officers resign or are replaced by Amalco, be the officers of 2552883.

2.14 **Termination of Agreement by Amalgamating Corporations.** At any time before the endorsement of the Certificate of Amalgamation, this Agreement may be terminated by the directors of an Amalgamating Corporation or by the directors of 55 North in accordance with the terms hereof, despite the approval of this Agreement by the shareholders of the Amalgamating Corporations and the shareholders of 55 North.

### ARTICLE III ISSUANCE OF 55 NORTH SECURITIES

3.1 **Issuance of Shares.** In consideration of the agreement of the parties and their respective shareholders to the actions set forth herein and the Amalgamation of Subco and 2552883, on the Effective Date:

- (a) 55 North shall issue one (1) fully paid Exchange Share to 2552883 Shareholders for each one (1) 2552883 Share issued and outstanding as of the Effective Date; and
- (b) Amalco shall issue to 55 North one common share of Amalco:
  - (i) for each common share of Subco issued and outstanding immediately prior to the Amalgamation; and
  - (ii) for each Exchange Share issued by 55 North.

3.2 **Fractional Shares.** No fractional securities shall be issued by 55 North pursuant to this Agreement. Any exchange that results in less than a whole number of securities shall be rounded up to the next whole number.

3.3 **2552883 Share Purchase Warrants.** From and after the Effective Date, upon the presentation to 55 North at its registered office in Canada of a validly issued 2552883 Share Purchase Warrant certificate and compliance with the terms thereof, 55 North shall issue one (1) Fully Paid Post Consolidation 55 North Share for each 2552883 Common Share authorized for acquisition under such 2552883 Share Purchase Warrant subject to compliance with the provisions of such 2552883 Share Purchase Warrants *mutatis mutandis*.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties of 55 North.** 55 North hereby represents and warrants to 2552883 that:

- (a) 55 North and Subco are corporations incorporated and subsisting under the laws of Canada and the Province of Ontario, respectively, have all requisite corporate power to own their respective properties and to conduct their respective business as it is presently being conducted and are registered or otherwise qualified to carry on business in all jurisdictions in which the nature of their assets or business makes such registration or qualification necessary or advisable;
- (b) subject to obtaining any required regulatory approvals, as applicable, 55 North and Subco have full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the actions and transactions contemplated in this Agreement;
- (c) all necessary corporate action has been taken, or will be taken on or before the Effective Date, by or on the part of 55 North and Subco to authorize the execution and delivery of this Agreement, including:
  - (i) in the case of Subco, approval of the Amalgamation by special resolution of its sole shareholder,
  - (ii) in the case of 2552883, approval of the Amalgamation by special resolution of the 2552883 Shareholders; and
  - (iii) in the case of 55 North, approval of the Proposed Consolidation, this Agreement and other matters related to the transactions between the parties, by the shareholders of 55 North,

the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and for fulfilling their respective obligations hereunder;

- (d) this Agreement has been duly executed and delivered on behalf of 55 North and Subco and constitutes a legal, valid and binding obligation of each of them, enforceable against each of them

in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, re-organization or other laws relating to the enforcement of creditors' rights generally and by principles of equity;

- (e) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfillment of the terms and provisions of this Agreement will:
  - (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under:
    - (1) any of the constating documents or by-laws of 55 North or Subco; or
    - (2) any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which 55 North or Subco is a party of or by which either of them is bound; or
  - (ii) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, governmental authority or regulatory body or by any creditor of 55 North or Subco or any party to any agreement to which 55 North or Subco is a party or by which 55 North or Subco is bound, except as shall have been obtained prior to Closing;
- (f) the authorized capital of 55 North consists of an unlimited number of common shares and an unlimited number of preferred shares issuable in series, of which, prior to the issuance of any 55 North Shares in connection with the conversion of any 55 North debt, 79,348,050 common shares (and no preferred shares) are presently issued and outstanding. Each of the presently issued and outstanding 55 North Shares has been validly allotted and issued and is outstanding as a fully-paid and non-assessable share;
- (g) the authorized capital of Subco consists of an unlimited number of common shares, of which one share is presently issued and outstanding, of which 55 North is the legal and beneficial owner;
- (h) no Person has, or on the Effective Date will have, any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase from 55 North or Subco of any Post-Consolidation 55 North Shares or Subco Shares or for the subscription, allotment or issuance of any unissued shares in the capital of 55 North or Subco, except for the issuance of (i) options to purchase up to 3,000,000 55 North Shares (or up to 296,150 Post-Consolidation 55 North Shares, or a combination of 55 North Shares and Post-Consolidation 55 North Shares, as the case may be) at the exercise price of \$0.05 per 55 North Common Share (or \$0.565 per Post-Consolidation Common Share) up to and including October 7, 2024 and (ii) 2,200,000 share purchase warrants entitling the holders to purchase one 55 North Common share (or 0.0987 Post Consolidation 55 North Common Share at an exercise price of \$0.06 per 55 North Common Shares exercisable to and including December 18, 2022;
- (i) the books and records of 55 North fairly and correctly set out and disclose in all material respects, the financial position of 55 North as at the dates thereof and all material financial transactions of 55 North relating to 55 North's Business have been accurately recorded in such books and records;
- (j) 55 North does not have any of its records, systems, controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of 55 North and, at Closing, 55 North will have originals or copies of all such records, systems, controls, data or information in its possession or control;



- (k) 55 North's Financial Statements fairly present the financial position of 55 North as at the dates indicated therein and fairly present the results of operations for the periods ended on such dates, all in accordance with Generally Accepted Accounting Principles consistently applied throughout the period covered thereby. 55 North's books of account reflect all items of income and expense and all assets and liabilities and accruals required to be reflected therein;
  
- (l) save and except for matters which are disclosed in 55 North's Financial Statements or otherwise expressly set out in this Agreement, 55 North has not and Subco has not (nor has either of them agreed to nor shall either of them agree to do any of the following on or before the Effective Date):
  - (i) incurred any debts, obligations or liabilities (absolute, accrued, contingent or otherwise and whether due or to become due), except debts, obligations and liabilities incurred in the ordinary course of its business and, more particularly, neither 55 North nor Subco shall incur any liabilities from June 30, 2019 up to the Effective Date in excess of \$250,000 in the aggregate and (ii) transactional costs related to the Amalgamation) without the express written consent of 2552883;
  - (ii) discharged or satisfied any liens or paid any obligation or liability other than liabilities shown on 55 North's Financial Statements, other than in the ordinary course of its business;
  - (iii) declared or made any payment, distribution or dividend based on its shares or purchased, redeemed or otherwise acquired any of the shares in its capital or other securities or obligated itself to do so;
  - (iv) mortgaged, pledged or subjected to lien or other security interest any of its assets, tangible or intangible;
  - (v) sold, assigned, leased, transferred or otherwise disposed of any of its assets whether or not in the ordinary course of business;
  - (vi) authorized or become liable for any compensation payable or to become payable to any of its officers, directors, consultants or employees, or in any bonus payment to or arrangement made with any officer, director, consultant or employee, or made any material changes in its personnel policies or employee benefits;
  - (vii) cancelled, waived, released or compromised any debt, claim or right resulting in a material adverse effect on its business, prospects or financial condition;
  - (viii) significantly altered or revised any of its accounting principles, procedures, methods or practices except as required under Generally Accepted Accounting Principles;
  - (ix) changed its credit policy as to provision of services or collection of accounts receivable;
  - (x) suffered any material damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting any of its properties, business or prospects;
  - (xi) entered into any transaction, contract or commitment other than in the ordinary course of its business except for the transactions set forth in this Agreement;
  - (xii) made or authorized any capital expenditures;
  - (xiii) issued or sold any shares in its capital stock or other securities, or granted any options with respect thereto; or

- (xiv) suffered or experienced any material adverse change in, or event or circumstance affecting, the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business, operations or prospects, and neither 55 North nor Subco has any knowledge, information or belief of any fact, event or circumstances which might reasonably be expected to affect materially and adversely the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business operations or prospects, and has not changed any shares of its capital stock, whether by way of reclassification, stock split or otherwise, save and except for the Proposed Consolidation;
- (m) the corporate records and minute books of 55 North and Subco as provided to 2552883 or its legal counsel contain complete and accurate minutes of all meetings of and corporate actions or written consents by the directors and shareholders of 55 North and Subco, respectively, including all by-laws and resolutions passed by the board of directors and shareholders of GoldTrain and Subco, respectively, since the incorporation of 55 North and Subco, respectively; and all such meetings were duly called and held. The shareholders' list maintained by 55 North's registrar and transfer agent is, to the best of 55 North's knowledge, complete and accurate in all respects and the sole shareholder of Subco is 55 North;
- (n) other than shares of Subco, 55 North will not on the Effective Date hold or own, beneficially or otherwise, any securities of any other corporation or other entity;
- (o) 55 North does not operate or engage in any business activities, operations or management of any nature or kind whatsoever other than 55 North Business, and Subco has no assets and no liabilities and has never operated or engaged in any business activities or operations of any nature or kind whatsoever;
- (p) except as expressly referred to in the 55 North Financial Statements,
  - (i) neither 55 North nor Subco has outstanding any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever or is bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever, and
  - (ii) neither 55 North nor Subco is a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person.
- (q) since at least December 31, 2014, apart from the Edelston sales transition and the dividend contemplated thereunder, no payments have been made or authorized by 55 North or Subco to any of its respective officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any person not dealing at Arm's Length with any of the foregoing, except those expressly disclosed herein, reflected in the 55 North Financial Statements or, for 55 North only, made in the ordinary course of its business;
- (r) 55 North has filed all tax returns required to be filed by it prior to the date hereof in all applicable jurisdictions and has paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by it at present. All such tax returns properly reflect, and do not in any respect understate the income, taxable income or the liability for taxes of 55 North in the relevant period and the liability of 55 North for the collection, payment and remittance of tax under applicable Tax Laws. No waivers have been filed by 55 North with any taxing authority;
- (s) adequate provision has been made in the 55 North Financial Statements for all taxes, governmental charges and assessments, including interest and penalties thereon, payable by 55

North for all periods up to the date of the balance sheets comprising part of the 55 North Financial Statements;

- (t) 55 North has withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including the date hereof;
- (u) there are no actions, suits or other proceedings, investigations or claims in progress or pending and, to the best of 55 North's belief and knowledge, there are no actions, suits or other proceedings or investigations or claims threatened, against 55 North in respect of any taxes, governmental charges or assessments and no waivers have been filed by 55 North with any taxing authority;
- (v) 55 North is conducting and has always conducted 55 North's Business in substantial compliance with all applicable laws, rules and regulations of each jurisdiction in which 55 North's Business has been carried on, is not currently in material breach of any such laws, rules or regulations and is duly licensed, registered or qualified in each jurisdiction in which 55 North owns or leases property or carries on 55 North's Business, to enable 55 North's Business to be carried on as now conducted;
- (w) to the best of 55 North's knowledge and belief, all private placements and other issuances of 55 North Shares have been completed in accordance with all applicable securities laws and regulations;
- (x) other than the filing of articles of amalgamation and any required regulatory approvals in connection with the Amalgamation, no consent, licence, approval, order or authorization of, or registration, filing or declaration with any governmental authority that has not been obtained or made by 55 North and no consent of any Third Party is required to be obtained by 55 North or Subco in connection with the execution, delivery and performance by 55 North of this Agreement or the consummation of the transactions contemplated hereby;
- (y) there is no action, lawsuit, claim, proceeding or investigation pending or, to the best knowledge of 55 North, threatened against, relating to or affecting 55 North or Subco before any court, government agency, or any arbitrator of any kind, and 55 North is not aware of any existing ground on which any such proceeding might be commenced with any reasonable likelihood of success and there is not presently outstanding against 55 North or Subco any judgment, decree, injunction, rule or order of any court, governmental agency, or arbitrator relating to or affecting 55 North;
- (z) there is not now outstanding any arrangement (contractual or otherwise) between 55 North or Subco and any Person which will or may be, terminated or, to the best of the knowledge of 55 North or Subco, prejudicially affected as a result of the Amalgamation contemplated herein;
- (aa) 55 North has no employees, Subco has no employees and neither of them has ever had any employees and no individual claiming to be an employee has made any claim or, to the best of 55 North knowledge, has any basis for any action or proceeding against 55 North or Subco, arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or worker's compensation;
- (bb) neither 55 North nor Subco has made any agreements with any labour union or employee association or made any commitments to or conducted any negotiations with any labour union or employee association with respect to any future agreements;

- (cc) no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of 55 North's employees or any of Subco's employees by way of certification, interim certification, voluntary recognition, designation or successor rights;
- (dd) other than 55 North's lease of certain mineral exploration properties pursuant to standard lease agreements made with the government of Ontario pursuant to the *Mining Act* (Ontario), neither 55 North nor Subco is a party to any lease or agreement in the nature of a lease, whether as lessor or lessee;
- (ee) neither 55 North nor Subco currently owns any insurable assets or currently maintains any policies of insurance;
- (ff) there are no outstanding written or oral employment contracts, sales, services, management or consulting agreements, employee benefit or profit-sharing plans, or any bonus arrangements with any employee, officer, director, consultant, contractor or service provider of 55 North or Subco, nor is either of them a party to any outstanding oral contracts of employment or services which are not terminable on the giving of reasonable notice in accordance with applicable law, all of which will be terminated on or before the Effective Date. There are no pension or retirement plans established by or for 55 North for the employees, officers, directors or other service providers of 55 North's Business or by Subco;
- (gg) except as set out in 55 North's Financial Statements and this Agreement, there are no outstanding written or oral arrangements, commitments, agreements or contracts between either 55 North or Subco, on the one hand, and any Third Party, except for those with 55 North's registrar and transfer agent, 55 North's or Subco's legal counsel and 55 North's accountant and auditors;
- (hh) 55 North is a "reporting issuer" under the Securities Acts of Manitoba, Alberta and British Columbia and is not in default of any requirement of such Securities Act; and
- (ii) no representation or warranty made by 55 North or by Subco in this Agreement and no statement made in any schedule, exhibit, certificate or other document furnished pursuant to this Agreement, contains, or will contain on the Effective Date, any untrue statement of a Material Fact or omits, or will omit, to state any Material Fact necessary to make such representation or warranty or any such statement not misleading. Neither 55 North nor Subco knows of any fact which, if known to 2552883, would deter 2552883 from consummating the transactions contemplated herein.

4.2 No investigations made by or on behalf of 2552883 at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by 55 North or Subco herein or pursuant hereto and no waiver by 2552883 of any condition, in whole or in part, shall operate as a waiver of any other conditions.

4.3 **Representations and Warranties of 2552883.** 2552883 hereby represents and warrants to 55 North and Subco that:

- (a) 2552883 is a corporation incorporated and subsisting under the laws of the Province of Ontario, and has all legal capacity and requisite corporate power to own its properties and to conduct its business as it is presently being conducted, and is duly registered or otherwise qualified to carry on business in all jurisdictions in which the nature of its assets or business makes such registration or qualification necessary or advisable;
- (b) all necessary corporate action has been taken, or will be taken prior to the Closing, by or on the part of 2552883 to authorize the execution and delivery of this Agreement and the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable

for consummating the actions and transactions contemplated in this Agreement and for fulfilling its obligations hereunder, including approval of the Amalgamation by special resolution of its shareholders, and 2552883 will use its bests efforts to obtain approval by special resolution of its shareholders;

- (c) the 2552883 Shareholders are the registered and beneficial owners of all of the issued and outstanding 2552883 Shares, which 2552883 Shares constitute all of the issued and outstanding shares in the capital of 2552883, free and clear of all liens, charges, pledges, security interests, demands, adverse claims, rights or any other encumbrances whatsoever and no Person has any right, option, agreement or arrangement capable of becoming an agreement for the acquisition of any of the 2552883 Shares or any interest therein from 2552883 and no person has any right, option, agreement or arrangement capable of becoming an agreement for the acquisition of any shares or interests in any of the foregoing except 22,634,108 commo share purchase warrants (the "2552883 Share Purchase warrants" ) entitling the holders thereof to acquire up to 22,634,108 2552883 common shares as follows:

Number of warrants	exercise price	expiry date
9,000,000	\$0.05	December 28, 2020
5,275,000	\$ 0.05	December 31, 2020
7,924,108	\$ 0.18	September, 10, 2022
435,000	\$ 0.18	December 31, 2022

- (c) 2552883 has the full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the other actions and transactions contemplated in this Agreement and to fulfill its obligations under this Agreement;
- (d) this Agreement has been duly executed and delivered by 2552883 and this Agreement constitutes a legal, valid and binding obligation of 2552883 enforceable against 2552883 in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, re-organization or other laws relating to the enforcement of creditors' rights generally and by principles of equity;
- (e) neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfillment of the terms and provisions of this Agreement will:
- (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under:
- (1) any of the constating documents or by-laws of 2552883 or any of its subsidiaries; or
- (2) any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which 2552883 or any of its subsidiaries is a party or by which 2552883 or any of its subsidiaries is bound; and
- (ii) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, governmental authority or regulatory body or by any creditor of 2552883 or any party to any agreement to which 2552883 is a party or by which 2552883 is bound, except as shall have been obtained prior to Closing;

- (f) except for the 2552883 Material Contracts, no person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase of any unissued shares in the securities of Idaho Champion or any of its subsidiaries, save and except in respect of the Current Financing or the Proposed Financing;
- (g) the authorized capital of 2552883 is an unlimited number of common shares of which 60,000,000 shares are presently validly issued and outstanding as fully paid and non-assessable shares in the capital of 2552883;
- (h) the books and records of 2552883 and each of its subsidiaries fairly and correctly set out and disclose in all material respects, the financial position of 2552883 and each of its subsidiaries as at the dates thereof and all material financial transactions of 2552883 and each of its subsidiaries have been accurately recorded in such books and records;
- (i) 2552883 does not have, and none of its subsidiaries has, any of its records, systems, controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of 2552883 ;
- (j) save and except for matters which are disclosed in the 2552883 Financial Statements or otherwise expressly set out in this Agreement, 2552883 has not (nor has it agreed to) and none of its subsidiaries has:
  - (i) incurred any debts, obligations or liabilities (absolute, accrued, contingent or otherwise and whether due or to become due), except debts, obligations and liabilities incurred in the ordinary course of business;
  - (ii) discharged or satisfied any liens or paid any obligation or liability other than liabilities shown on the 2552883 Financial Statement, other than in the ordinary course of business;
  - (iii) declared or made any payment, distribution or dividend based on its shares or purchased, redeemed or otherwise acquired any of the shares in its capital or other securities or obligated itself to do so;
  - (iv) mortgaged, pledged or subjected to lien or other security interest any of its assets, tangible or intangible other than royalty interests granted to vendors of mineral exploration properties in the ordinary course of business;
  - (v) sold, assigned, leased, transferred or otherwise disposed of any of its assets;
  - (vi) increased materially the compensation payable or to become payable to any of its officers, directors, consultants or employees, or in any bonus payment to or arrangement made with any officer, director, consultant or employee, or made any material changes in the personnel policies or employee benefits;
  - (vii) cancelled, waived, released or compromised any debt, claim or right resulting in a material adverse effect on its business, prospects or financial condition;
  - (viii) significantly altered or revised any of its accounting principles, procedures, methods or practices except as required under Generally Accepted Accounting Principles or other regulatory guidelines;

- (ix) changed its credit policy as to provision of services, sales of inventories or collection or accounts receivable;
  - (x) suffered any material damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the properties, business or prospects of Idaho Champion;
  - (xi) entered into any transaction, contract or commitment other than in the ordinary course of business except for the transactions set forth in this Agreement;
  - (xii) made or authorized any capital expenditures in excess of \$100,000 in the aggregate except for commitments made in respect of the acquisition of or options to acquire 2552883 Properties or the acquisition of other exploration properties in accordance with 2552883 Material Contracts;
  - (xiii) except for the Current Financing and the Proposed Financing or as set out in the 2552883 Material Contracts, issued or sold any shares in its capital stock or other securities, or granted any options rights or warrants or entered into any agreements for the issuance of shares from the treasury of 2552883 in addition to the 60,000,000 2552883 Shares currently issued and outstanding; or
  - (xiv) suffered or experienced any material adverse change in, or event or circumstance affecting, the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business, operations or prospects and 2552883 has no knowledge, information or belief of any fact, event or circumstances which might reasonably be expected to affect materially and adversely the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business operations or prospects and it has not changed any shares of its capital stock, whether by way of reclassification, stock split or otherwise;
- (k) the 2552883 Financial Statement fairly present the financial position of 2552883 as at the date thereof and fairly present the results of operations for the periods ended on such dates, all in accordance with Generally Accepted Accounting Principles consistently applied throughout the period covered thereby, save and except as stated therein. 2552883's books of account reflect items of income and expense and all assets and liabilities and accruals required to be reflected therein;
- (l) the corporate records and minute books of 2552883 as and each of its subsidiaries made available to 55 North or its legal counsel contain complete and accurate minutes of all meetings of and corporate actions or written consents by the directors and shareholders of 2552883 and each of its subsidiaries, including all by-laws and resolutions passed by the board of directors and shareholders of 2552883 and each of its subsidiaries, since the date of its incorporation and all such meetings were duly called and held; the shareholders' lists maintained by 2552883 and each of its subsidiaries (as made available to 55 North) is complete and accurate in all respects;
- (m) 2552883 does not operate or engage in any business activities, operations or management of any nature or kind whatsoever other than the 2552883 Business does not hold or own, beneficially or otherwise, any securities of any other corporation or entity;
- (n) except as expressly referred to in the 2552883 Financial Statement,
- (i) 2552883 does not have, and none of its subsidiaries has, outstanding any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever and 2552883 is not, and none of its subsidiaries is, bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever; and

- (ii) 2552883 is not, and none of its subsidiaries is, a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (o) since the date of its incorporation, no payments have been made or authorized by 2552883 or any of its subsidiaries to their respective officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any person not dealing at Arm's Length with any of the foregoing, except those expressly disclosed herein, contained in the 2552883 minute book, or reflected in the 2552883 Financial Statement, or otherwise made in the ordinary course of business;
- (p) 2552883 and each of its subsidiaries has filed all tax returns required to be filed prior to the date hereof in all applicable jurisdictions and has paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by 2552883 or any of its subsidiaries at present. All such tax returns properly reflect, and do not in any respect understate, the income, taxable income or the liability for taxes of 2552883 and each of its subsidiaries in the relevant period and the liability of 2552883 and each of its subsidiaries for the collection, payment and remittance of tax under applicable Tax Laws. No waivers have been filed by 2552883 or any of its subsidiaries with any taxing authority;
- (q) adequate provision has been made in the 2552883 Financial Statements for all taxes, governmental charges and assessments, including interest and penalties thereon, payable by 2552883 and each of its subsidiaries, for all periods up to the date of the balance sheets comprising part of the 2552883 Financial Statements;
- (r) 2552883 and each of its subsidiaries has withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including the date hereof;
- (s) 2552883 and each of its subsidiaries is conducting and has always conducted the 2552883 Business in substantial compliance with all applicable laws, rules and regulations of each jurisdiction in which the 2552883 Business is carried on, is not currently in material breach of any such laws, rules or regulations and is duly licensed, registered or qualified, in each jurisdiction in which 2552883 or any of its subsidiaries owns or leases property or carries on the 2552883 Business, to enable the 2552883 Business to be carried on as now conducted;
- (t) all private placements and other issuances of 2552883 Shares and each of its subsidiaries have been completed in accordance with all applicable securities laws and regulations;
- (u) 2552883 does not have, and none of its subsidiaries has, and none of them has never had any employees and no person claiming to be an employee has made any claim or has any basis for any action or proceeding against 2552883, arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or worker's compensation;
- (v) 2552883 has not made any agreements with any labour union or employee association nor made any commitments to or conducted any negotiations with any labour union or employee association with respect to any future agreements;
- (w) no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of the employees or 2552883 by way of certification, interim certification, voluntary recognition, designation or successor rights;
- (x) there is no material (either alone or in the aggregate) action, lawsuit, claim, proceeding, or investigation pending or, to the best knowledge of 2552883, threatened against, relating to or



affecting 2552883 or any of its subsidiaries before any court, government agency, or any arbitrator of any kind. 2552883 is not aware of any existing ground on which any such proceeding might be commenced with any reasonable likelihood of success and there is not presently outstanding against 2552883 or any of its subsidiaries any judgment, decree, injunction, rule or order of any court, governmental agency, or arbitrator relating to or affecting 2552883 or any of its subsidiaries, the 2552883 Assets or the 2552883 Business.

- (y) there is not now outstanding any arrangement (contractual or otherwise) between 2552883 or any of its subsidiaries and any Person which will or may be terminated or, to the best knowledge of 2552883, prejudicially affected as a result of the Amalgamation contemplated herein;
- (z) 2552883 is not a "reporting issuer" (or the equivalent) under the securities legislation of any jurisdiction;
- (aa) all property (including the 2552883 Properties listed in Schedule "A") which is necessary or incidental to the conduct of the 2552883 Business as the same is presently being carried on is valid and subsisting and held by 2552883 and its subsidiaries, with good and marketable title to any mineral exploration claims which are patented and rights to explore for minerals in respect of any claims which are unpatented; all such claims are in good standing free and clear of all security interests, claims, liens, objections and infringements of every nature and kind (other than applicable royalty interests, assessment work obligations and taxes) and all registrations therefor have been kept renewed and are in full force and effect. No claim has been made that the conduct of the business of 2552883 infringes or breaches any property rights of any person, nor has 2552883 or any of its subsidiaries received any notice that the conduct of the business, including the use of the property owned or used by 2552883 or any of its subsidiaries, infringes upon or breaches any property rights of any person, and, to the best of the knowledge of 2552883, there has been no infringement or violation of any of the rights of 2552883 or any of its subsidiaries in any such property. 2552883 is not aware of any state of facts which casts doubt on the validity or enforceability of any of the property rights owned or used by 2552883 or any of its subsidiaries;
- (bb) 2552883 is not, and none of its subsidiaries is, in default or breach of any of its obligations under any one or more contracts, agreements (written or oral), commitments, indentures or other instruments to which it is a party or by which it is bound, and there exists no state of facts which, after notice or lapse of time or both, would constitute such to be a default or breach. All such contracts, agreements, commitments, indentures and other instruments are now in good standing and in full force and effect without amendment thereto, 2552883 and its subsidiaries are entitled to all benefits thereunder and, to the best of the knowledge of 2552883, the other parties to such contracts, agreements, commitments, indentures and other instruments are not in default or breach of any of their obligations thereunder. There are no contracts, agreements, commitments, indentures or other instruments under which the rights of 2552883 or any of its subsidiaries or the performance of its obligations are dependent upon or supported by the guarantee of, or any security provided by, any other Person. Set forth in Schedule "B" hereto is an accurate and complete list of all material written contracts, agreements, commitments, indentures and other instruments to which 2552883 or any of its subsidiaries is a party or by which 2552883 or any of its subsidiaries is bound;
- (cc) there are reasonable grounds for believing that (i) 2552883 is, and Amalco will be, able to pay its liabilities as they become due, (ii) the realizable value of Amalco's assets will not be less than the aggregate of its liabilities and stated capital of all classes and (iii) no creditor of 2552883 will be prejudiced by the Amalgamation; and
- (dd) no representation or warranty made by 2552883 in this Agreement and no statement made in any schedule, exhibit, certificate or other document furnished pursuant to this Agreement, contains, or will contain, any untrue statement of a Material Fact or omits, or will omit, to state any Material Fact necessary to make such representation or warranty or any such statement not misleading.

2552883 does not know of any fact which, if known to the other parties hereto, would deter them from consummating the transactions contemplated herein.

4.4 No investigations made by or on behalf of 55 North or Subco at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by Idaho Champion herein or pursuant hereto and no waiver by 55 North or Subco of any condition, in whole or in part, shall operate as a waiver of any other condition.

## ARTICLE V COVENANTS

5.1 **General Covenants of 55 North.** 55 North covenants and agrees that, unless otherwise contemplated herein, 55 North shall, and if applicable shall cause Subco to:

- (a) take all requisite action to:
  - (i) approve this Agreement;
  - (ii) duly call and hold a meeting of shareholders of 55 North to approve, among other things:
    - (1) the issuance of the Exchange Shares;
    - (2) the Proposed Consolidation;
    - (3) an increase in the number of directors currently comprising the board of directors of 55 North to a number of directors designated by 2552883 of not less than three (3) and up to six (6) directors, as at and from the Effective Date, and the delegation to the board of directors of 55 North of authority to set the number of directors of 55 North from time to time between the minimum of three and the maximum of eleven set out in the articles of 55 North provided the corporate laws of the governing jurisdiction so permit at the applicable time; and
    - (4) re-appoint its auditors Scarrow and Donald LLP as at or before the Effective Date.
  - (iii) approve the Amalgamation; and
  - (iv) approve such actions as 55 North may determine to be necessary or desirable for the purposes hereof;
- (b) assuming receipt of the required shareholder approval at the meeting contemplated in Section 5.1(a)(ii), to file, immediately following the meeting, and in any event prior to the Closing, Articles of Amendment under the *Canada Business Corporations Act* in the requisite form to effect the Proposed Consolidation, and any other matters approved by the 55 North shareholders for inclusion in its Articles;
- (c) co-operate fully and on a timely basis with 2552883 and its counsel in the preparation and filing with the Exchange and the securities commissions and the mailing to 55 North of a principal disclosure document for 55 North on a pre-Closing and post-Closing basis;
- (d) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be

required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;

- (e) upon 55 North receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to 2552883;
- (f) in consultation with 2552883 and its counsel, forthwith use its best efforts to obtain all necessary regulatory approvals and to make application to an Exchange designated by 2552883 for listing of Post-Consolidation 55 North Shares following the Closing and assist in making all submissions, preparing all press releases and circulars and making all notifications required with respect to this transaction and the issuance of shares as contemplated hereunder;
- (g) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;
- (h) use its best efforts to maintain 55 North's status as a "reporting issuer" in Manitoba, Alberta and British Columbia;
- (i) cause each of the officers and directors of 55 North and Subco designated by 2552883 to tender their resignations as such to be effective on acceptance by the respective boards of directors of 55 North and Subco;
- (j) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Amalgamation, including using its reasonable commercial efforts to:
  - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to agreements and other contracts;
  - (ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
  - (iii) effect all necessary registrations and filings and submissions of information requested by governmental entities and securities regulatory authorities required to be effected by it in connection with the Amalgamation and participate and appear in any proceedings of either party before governmental entities and securities regulatory authorities in connection with the Amalgamation;
  - (iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
  - (v) fulfill all conditions and satisfy all provisions of this Agreement;
  - (vi) cooperate with the other parties to this Agreement in connection with the performance by 55 North and Subco of their respective obligations hereunder; and
  - (vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;

- (k) not incur any liabilities of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which 55 North or Subco may become liable before, on or after the Closing, except as set out in the 55 North Financial Statements and except for up to \$250,000 plus public company and transactional costs incurred prior to Closing, all of which will be disclosed in writing to 2552883 on or before Closing;
- (l) validly issue the Exchange Shares hereunder as fully paid and non-assessable Post-Consolidation 55 North Shares in the capital of 55 North, free and clear of all mortgages, liens, charges, security deposits, adverse claims, pledges, encumbrances, options, warrants, rights, privileges and demands whatsoever;
- (m) file, duly and timely, all tax returns required to be filed by 55 North or by Subco and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency; and
- (n) neither declare nor pay any dividends or other distributions or returns of capital on 55 North Shares or Post-Consolidation 55 North Shares from the date of this Agreement until the Closing without the prior consent of 2552883; and

5.2 **55 North's Covenant Regarding Non-Solicitation.** 55 North shall not, directly or indirectly, through any officer, director, employee, representative or agent, solicit, initiate, invite or knowingly encourage (including by way of furnishing confidential information or entering into any form of agreement, arrangement or understanding) the initiation of or participate in, any inquiries or proposals regarding an Acquisition Proposal, provided that nothing contained in this Section 5.2 or other provisions of this Agreement shall prevent the board of directors of 55 North from considering, negotiating, approving or recommending to its shareholders an agreement in respect of an unsolicited *bona fide* written Acquisition Proposal (i) in respect of which the board of directors of 55 North determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be necessary for such board of directors to take such action in order to avoid breaching its fiduciary duties, and (ii) in respect of which the board of directors of 55 North determines in good faith, after consultation with financial advisors, if consummated in accordance with its terms, would result in a transaction more favourable to its shareholders than the transaction contemplated hereby (any such Acquisition Proposal that satisfies clauses (i) and (ii) above being referred to herein as a "**Superior Proposal**").

55 North shall continue to refrain from participating in any discussions or negotiations with any parties (other than the parties hereto) with respect to any potential Acquisition Proposal.

55 North shall immediately notify the other parties hereto (both orally and in writing) of any future Acquisition Proposal of which 55 North's directors or senior officers become aware of or any amendments to the foregoing or any request for non-public information relating to 55 North in connection with an Acquisition Proposal or for access to the properties, books or records or for a list of the shareholders by any person or entity that informs 55 North that such person or entity is considering making an Acquisition Proposal. Such notice shall include a copy of all written communications and a description of the material terms and conditions of any proposal and provide such details of the proposal, inquiry or contact as the other parties hereto may reasonably request, including, without limitation, the identity of the person and controlling person, if any, making such proposal, inquiry or contact.

55 North shall not accept, approve, or recommend or enter into any agreement in respect of an Acquisition Proposal on the basis that it constitutes a Superior Proposal unless (i) 55 North has provided the other parties hereto with a copy of the Acquisition Proposal document which has been determined to be a Superior Proposal, with such deletions as are necessary to protect confidential portions of such Acquisition Proposal document, provided that the material terms, conditions and the identity of the person and controlling person, if any, making the Acquisition Proposal may not be deleted, and (ii) five (5) Business Days (the "**Notice Period**") shall have elapsed from the later of the date on which 2552883 received notice of 55 North's determination of its intention to accept, approve or recommend an agreement in respect of such Acquisition Proposal and the date on which 2552883 received a copy of the Acquisition Proposal document. During the Notice Period, 55 North shall provide a reasonable opportunity to

2552883 to consider, discuss and offer such adjustments to the terms and conditions of this Agreement as would enable 55 North to determine not to proceed with its recommendation to security holders with respect to the Acquisition Proposal, provided, however, that any such adjustment shall be at the discretion of the parties. The board of directors of 55 North will review in good faith any offer made by the other parties hereto to amend the terms of this Agreement in order to determine, in the board's discretion, as part of exercising its fiduciary duties, whether the proposed amendments would, upon acceptance, result in such Superior Proposal ceasing to be a Superior Proposal. If the board of directors of 55 North determines that the Superior Proposal would cease to be a Superior Proposal, it will so advise 2552883 and will accept the offer by 2552883 to amend the terms of this Agreement and the parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing. Each successive material modification of any Acquisition Proposal or a Superior Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 5.2 and shall require a five (5) Business Day Notice Period from the date such amendment is communicated to the other parties hereto, other than an amendment to improve upon a Superior Proposal in respect of which the other party has been provided with an opportunity to amend the terms of this Agreement and such Superior Proposal has not ceased to be a Superior Proposal prior to the proposed amendment.

5.3 **General Covenants of 2552883.** 2552883 covenants and agrees that, until Closing or the date on which this Agreement is terminated, and unless otherwise contemplated herein, it shall:

- (a) take all requisite action to:
  - (i) approve this Agreement;
  - (ii) duly call and hold a meeting of shareholders of 2552883 to approve the Amalgamation; and
  - (iii) approve such actions as 55 North may determine to be necessary or desirable for the purposes hereof;
- (b) in consultation with 55 North and its counsel, prepare and file with the Exchange a principal disclosure document for 55 North on a post-Closing basis;
- (c) use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and management as a group and to maintain its business relationships;
- (d) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;
- (e) upon 2552883 receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to 55 North;
- (f) in consultation with 55 North and its counsel, forthwith use its best efforts to obtain all necessary regulatory approvals and to assist 55 North to make application to an Exchange designated by 2552883 for listing of Post-Consolidation 55 North Shares following the Closing and assist in making all submissions, preparing all press releases and circulars and making all notifications required with respect to this transaction and the issuance of shares as contemplated hereunder;
- (g) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;

- (h) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Amalgamation, including using its reasonable commercial efforts to:
  - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to agreements and other contracts, including, without limitation, the 2552883 Material Contracts;
  - (ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
  - (iii) effect all necessary registrations and filings and submissions of information requested by governmental entities and securities regulatory authorities required to be effected by it in connection with the Amalgamation and participate and appear in any proceedings of either party before governmental entities and securities regulatory authorities in connection with the Amalgamation;
  - (iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
  - (v) fulfill all conditions and satisfy all provisions of this Agreement;
  - (vi) cooperate with the other parties to this Agreement in connection with the performance by 2552883 of its obligations hereunder; and
  - (vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;
- (i) not incur, or permit any of its subsidiaries to incur, any material liabilities out of the ordinary course of business, whether or not accrued and whether or not determined or determinable, in respect of which 2552883 or any of its subsidiaries may become liable on or after the Closing, except as set out in the 2552883 Financial Statements and except for transactional costs incurred prior to Closing and property acquisition costs; and
- (j) file and cause its subsidiaries to file, duly and timely, all tax returns required to be filed by 2552883 or any of its subsidiaries and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency.

**5.4 2552883's Covenant Regarding Non-Solicitation.** 2552883 shall not, directly or indirectly, through any officer, director, employee, representative or agent, solicit, initiate, invite or knowingly encourage (including by way of furnishing confidential information or entering into any form of agreement, arrangement or understanding) the initiation of or participate in, any inquiries or proposals regarding a Merger Proposal, provided that nothing contained in this Section 5.4 or other provisions of this Agreement shall prevent the board of directors of 2552883 from considering, negotiating, approving or recommending to its shareholders an agreement in respect of an unsolicited *bona fide* written Merger Proposal (i) in respect of which the board of directors of 2552883 determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be necessary for such board of directors to take such action in order to avoid breaching its fiduciary duties, and (ii) in respect of which the board of directors of 2552883 determines in good faith, after consultation with financial advisors, if consummated in

accordance with its terms, would result in a transaction more favourable to its shareholders than the transaction contemplated hereby (any such Merger Proposal that satisfies clauses (i) and (ii) above being referred to herein as a “**Superior Merger Proposal**”).

2552883 shall continue to refrain from participating in any discussions or negotiations with any parties (other than the parties hereto) with respect to any potential Merger Proposal.

2552883 shall immediately notify 55 North (both orally and in writing) of any future Merger Proposal of which 2552883’s directors or senior officers become aware of or any amendments to the foregoing or any request for non-public information relating to 2552883 in connection with a Merger Proposal or for access to the properties, books or records or for a list of the shareholders by any person or entity that informs 2552883 that such person or entity is considering making a Merger Proposal. Such notice shall include a copy of all written communications and a description of the material terms and conditions of any proposal and provide such details of the proposal, inquiry or contact as 55 North may reasonably request, including without limitation, the identity of the person and controlling person, if any, making such proposal, inquiry or contact.

2552883 shall not accept, approve or recommend or enter into any agreement in respect of a Merger Proposal on the basis that it constitutes a Superior Merger Proposal unless (i) it has provided 55 North with a copy of the Merger Proposal document which has been determined to be a Superior Merger Proposal, with such deletions as are necessary to protect confidential portions of such Merger Proposal document, provided that the material terms, conditions and the identity of the person and controlling person, if any, making the Merger Proposal may not be deleted, and (ii) five (5) Business Days (the “**Notice Period**”) shall have elapsed from the later of the date on which 55 North received notice of 2552883’s determination of its intention to accept, approve or recommend an agreement in respect of such Merger Proposal and the date on which 55 North received a copy of the Merger Proposal document. During the Notice Period, 2552883 shall provide a reasonable opportunity to 55 North to consider, discuss and offer such adjustments to the terms and conditions of this Agreement as would enable 2552883 to determine not to proceed with its recommendation to security holders with respect to the Merger Proposal, provided, however, that any such adjustment shall be at the discretion of the parties. The board of directors of 2552883 will review in good faith any offer made by 55 North to amend the terms of this Agreement in order to determine, in the board's discretion, as part of exercising its fiduciary duties, whether the proposed amendments would, upon acceptance, result in such Superior Merger Proposal ceasing to be a Superior Merger Proposal. If the board of directors of 2552883 determines that the Superior Merger Proposal would cease to be a Superior Merger Proposal, it will so advise 55 North and will accept the offer by 55 North to amend the terms of this Agreement and the parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing. Each successive material modification of any Merger Proposal or a Superior Merger Proposal shall constitute a new Merger Proposal for the purposes of this Section 5.4 and shall require a five (5) Business Day Notice Period from the date such amendment is communicated to the other party hereto, other than an amendment to improve upon a Superior Merger Proposal in respect of which the other party has been provided with an opportunity to amend the terms of this Agreement and such Superior Merger Proposal has not ceased to be a Superior Merger Proposal prior to the proposed amendment.

## **ARTICLE VI CONDITIONS TO CLOSING**

**6.1 Conditions Precedent to Obligations of 2552883.** The obligations of 2552883 to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of 2552883 and may be waived by 2552883 in whole or in part on or before the Closing):

- (a) 2552883 shall on or before the Closing have received from 55 North and Subco all documents and instruments as 2552883 may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) all of the representations and warranties of 55 North and Subco made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing and with the same effect as if made at and as of the Closing (except as such representations and warranties may be

affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and 2552883 shall have received certificates dated as at the Effective Date in form satisfactory to 2552883 and its solicitors, acting reasonably, signed by a senior officer or director of 55 North and Subco on behalf of 55 North and Subco, respectively, certifying (without personal liability) as at the Effective Date the truth and correctness in all material respects of the representations and warranties of 55 North and Subco set out in this Agreement;

- (c) 55 North and Subco will have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing including without limitation the completion of the Edelston Transaction; ;
- (d) at the Closing, there shall have been no material adverse change in the condition (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of 55 North from that shown on or reflected in 55 North's Financial Statements;
- (e) all necessary corporate actions and proceedings shall have been taken by 55 North to permit the due and valid issuance by 55 North of the Exchange Shares at the Closing and upon the completion of the transactions contemplated hereunder such shares will be issued and outstanding as fully paid and non-assessable;
- (f) except as disclosed in this Agreement, neither 55 North nor Subco shall have any outstanding options, convertible securities, warrants or other convertible obligations, agreements or other commitments to allot, reserve, set aside, create, issue or sell any securities or any of its unissued share capital;
- (g) the authorized capital of 55 North shall consists of an unlimited number of common shares of which immediately prior to the issuance of the Exchange Shares not more than 7,832,580 ,Post-Consolidation 55 North Shares (fully diluted) shall be duly issued and outstanding as fully paid and non-assessable shares of 55 North, and the authorized capital of Subco consists of an unlimited number of common shares of which one common share of Subco shall be duly issued and outstanding;
- (h) except for the 3,000,000 55 Common share purchase options as disclosed in paragraph 4.1 (h) there are currently no options outstanding under the 55 North stock option plan; the new 55 North board of directors may from time to time grant, under 55 North's incentive stock option plan, to officers, directors, employees and consultants of 55 North, options to acquire an aggregate number of Post-Consolidation 55 North Shares as is equal to 10% of the issued and outstanding Post-Consolidation 55 North Shares, on a post-transaction basis, at a price to be determined in compliance with the requirements of the 55 North stock option plan and any Exchange having jurisdiction;
- (i) the distribution of the Exchange Shares to the shareholders of 2552883 shall be exempt from the registration and prospectus requirements of the *Securities Act* (Ontario) or other applicable securities legislation in Canada and the United States;
- (j) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by 55 North in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Effective Date;



- (k) 55 North shall be a “reporting issuer” in good standing in the Provinces of Manitoba, Alberta and British Columbia and neither 55 North nor its shares shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction;
- (l) 55 North shall deliver, or cause to be delivered, to 2552883 on or before the Closing such other certificates, agreements or documents as may reasonably be required by 2552883 or its solicitors, acting reasonably, to give full effect to this Agreement;
- (m) at or prior to Closing, 55 North and Subco shall have filed all tax returns required to be filed by them prior to the date hereof in all applicable jurisdictions and shall have paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by them at such time, which tax returns shall properly reflect, and shall not in any respect understate the income, taxable income or the liability for taxes of GoldTrain or Subco in the relevant period and the liability of 55 North or Subco for the collection, payment and remittance of tax under applicable Tax Laws;
- (n) approval of this Agreement by the boards of directors of 2552883 and 55 North by ordinary resolution and of the Amalgamation by the shareholders of 2552883 and Subco by special resolution;
- (o) approval by the shareholders of 55 North of the matters set forth in paragraph 5.1(a)(ii) hereof;
- (p) issuance of a Certificate of Amendment of 55 North under the *Canada Business Corporations Act* prior to the Closing effecting the Proposed Consolidation;
- (q) upon Closing, 55 North and Subco shall have withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including the Effective Date; and
- (r) 55 North shall have delivered or caused to be delivered to 2552883 on or before the Closing such other certificates, agreements or documents as may reasonably be required by 2552883 or its solicitors, acting reasonably, to give full effect to this Agreement.

**6.2 Conditions Precedent to Obligations of 55 North.** The obligation of 55 North to complete the transactions contemplated hereunder shall be subject to the satisfaction of or compliance with, at or before the Closing, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of 55 North and may be waived by 55 North in writing, in whole or in part, on or before the Closing):

- (a) 55 North shall, on or before the Closing, have received from 2552883 all other documents and instruments as 55 North may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) 55 North shall have completed the Edelston Transaction;
- (c) the representations, warranties and covenants of 2552883 made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing and with the same effect as if made at and as of the Closing (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and 55 North shall have received a certificate of a senior officer of 2552883 dated as at the Effective Date in form satisfactory to 55 North’s solicitors, acting reasonably, certifying (without personal liability) the truth and correctness in all material respects of the representations, warranties and covenants of 2552883 set out in this Agreement;

- (d) 2552883 shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Closing;
- (e) at the Closing, there shall have been no material adverse change in the condition (financial or otherwise), properties, assets, liabilities, earnings or business operations or prospects of 2552883 and its subsidiaries from that shown on or reflected in the 2552883 Financial Statements;
- (f) except as disclosed herein, 2552883 and its subsidiaries shall have outstanding no options, convertible securities, warrants or other convertible obligations, agreements or other commitments to allot, reserve, set aside, create, issue or sell any securities or any of its unissued share capital;
- (g) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by 2552883 in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Closing;
- (h) upon Closing, all regulatory requirements shall have been or shall be capable of being satisfied, including satisfaction of the minimum listing requirements of an Exchange;
- (i) approval of this Agreement by the boards of directors of 2552883 and 55 North by ordinary resolution and of the Amalgamation by the shareholders of 2552883 and Subco by special resolution;
- (j) approval by the shareholders of 55 North of the matters set forth in paragraph 5.1(a)(ii) hereof; and
- (k) 2552883 shall have delivered or caused to be delivered to 55 North on or before the Closing such other certificates, agreements or documents as may reasonably be required by 55 North or its solicitors, acting reasonably, to give full effect to this Agreement.

## **ARTICLE VII TERMINATION**

### **7.1 Termination**

- (a) This Agreement may be terminated prior to the Effective Date:
  - (i) by the agreement of 2552883 and 55 North; or
  - (ii) by 55 North or by 2552883 if any condition in Article VI is not satisfied in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such terminating party; or
  - (iii) by 55 North or by 2552883 at any time after the Outside Date.
- (b) This Agreement shall be automatically terminated upon 55 North or 2552883, as the case may be, entering into an agreement or arrangement with respect to a Superior Proposal or a Superior Merger Proposal, as the case may be, where the party entering into the agreement or arrangement complied with its obligations under Section 5.2 or 5.4 as applicable.

**7.2 Effect of Termination.** If this Agreement is terminated in accordance with Section 7.1, no party shall have any further liability to perform its obligations hereunder except as provided in Section 8.1 and as otherwise expressly contemplated hereby provided that neither the termination of this Agreement nor anything contained in Section 7.1 shall relieve any Party from any liability for any breach by it of this Agreement,

including from any inaccuracy in its representations or warranties or any non-performance by it of its covenants made herein.

**ARTICLE VIII  
GENERAL**

**8.1 Confidentiality & Public Notices.** Except where compliance with this Section 8.1 would result in a breach of applicable law, all notices, releases, statements and communications to Third Parties, including employees of the parties and the press, relating to transactions contemplated by this Agreement will be made only in such manner as shall be authorized and approved by 2552883, 2552883 when required, shall use its best efforts to provide such authorization and approval to 55 North in a timely manner as shall permit compliance by 55 North with all continuous disclosure to any regulatory authority or obligations under any applicable securities regulations. 55 North and 2552883 shall maintain the confidentiality of any information received from each other in connection with the transactions contemplated by this Agreement. In the event that the Amalgamation and the issuance of the Exchange Shares provided for in this Agreement are not consummated, each party shall return any confidential schedules, documents or other written information to the party who provided same in connection with this Agreement. 2552883 agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to 55 North or 55 North's Business discovered or acquired by it, its representatives or accountants as a result of 55 North making available to it, its representatives and accountants, any information, books, accounts, records or other data and information relating to 55 North or 55 North's Business and 2552883 agrees that it will not disclose, divulge or communicate orally, in writing or otherwise (directly or indirectly), any such information or confidential data so discovered or acquired by any other Person. 55 North agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to 2552883 or the 2552883 Business discovered or acquired by it, its representatives or accountants as a result of 2552883 making available to it, its representatives or accountants, any information, books, accounts, records or other data and information relating to 2552883 or the 2552883 Business and 55 North agrees that it will not disclose, divulge or communicate orally, in writing or otherwise, any such information or confidential data so discovered or acquired to any other Person.

**8.2 Notices.** All notices or other communications required to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by transmittal by telecopier or other form of recorded communication addressed to the recipient as follows:

**(a) To 55 North and Subco:**

401 Bay Street  
Suite 2702  
Toronto, ON M5H 2Y4  
Attention: Bruce Reid, Chief Executive Officer  
Fax: 416-

**with a copy to:**

William Harvey Jones  
Barrister & Solicitor  
401 Bay Street, Suite 2702  
Toronto, ON M5H 2Y4  
Fax: 416-595-0907

**(b) To 2552883:**

401 Bay Street, Suite 2702  
Toronto, ON M5H 2Y4

Attention: Chief Executive Officer

Fax: 647-

**with a copy to:**

Dan Hrushewsky P.Eng.  
Suite 2702 – 401 Bay Street  
Toronto Ontario M5H 2Y2

Email: dh

or to such other address, telecopier number or individual as may be designated by notice given by either party to the other. Any such communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth Business Day following the deposit thereof in the mail and, if given by telecopier or other form of recorded communication, shall be deemed given and received on the date of such transmission if received prior to 5:00 p.m. (local time at the offices of the recipient) and on the next Business Day if it is received after 5:00 p.m. (local time at the offices of the recipient) on the date of its transmission. If the party giving any such communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery or by telecopier transmittal or other form of recorded communication.

**8.3 Expenses.** Except as otherwise provided herein, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

**8.4 No Personal Liability.**

- (a) No officer or director of 55 North or Subco shall have any personal liability whatsoever to 2552883 under this Agreement or pursuant to any other document delivered on behalf of 55 North in connection with this Agreement or the Amalgamation in the absence of fraud, fraudulent misrepresentation or wilful misconduct.
- (b) No officer or director of 2552883 shall have any personal liability whatsoever to 55 North or Subco under this Agreement or pursuant to any other document delivered on behalf of 2552883 in connection with this Agreement or the Amalgamation in the absence of fraud, fraudulent misrepresentation or wilful misconduct.

**8.5 Time of the Essence.** Time shall be of the essence hereof.

**8.6 Further Assurances.** The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall execute and deliver such further documents, instruments, papers and information as may be reasonably requested by another party hereto in order to carry out the purpose and intent of this Agreement.

**8.7 Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the non-exclusive jurisdiction of the Courts of Ontario in any dispute that may arise hereunder.

**8.8 Counterparts.** For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument (and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement). A signed facsimile or telecopied copy of this Agreement shall be effective and valid proof of execution and delivery.

8.9 **Entire Agreement.** This Agreement, including the Schedules attached hereto, together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein. This Agreement may not be amended or modified in any respect except by written instrument signed by all parties.

8.10 **Severability.** The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained, and this Agreement shall be construed as if such invalid or unenforceable provision or covenant were omitted.

8.11 **Enurement.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and permitted assigns of the parties hereto.

8.12 **Waivers.** The parties hereto may, by written agreement:


- (a) extend the time for the performance of any of the obligations or other Act of the parties hereto;
- (b) waive any inaccuracies in the warranties, representations, covenants or other undertakings contained in this Agreement or in any document or certificate delivered pursuant to this agreement; or
- (c) waive compliance with or modify any of the warranties, representations, covenants or other undertakings or obligations contained in this Agreement and waive or modify performance by any of the parties thereto.

8.13 **Form of Documents.** All documents to be executed by 55 North and Subco and delivered to 2552883 on the Closing shall be in form and substance satisfactory to 2552883 acting reasonably. All documents to be executed by 2552883 and delivered to 55 North on the Closing shall be in a form and substance satisfactory to 55 North, acting reasonably.

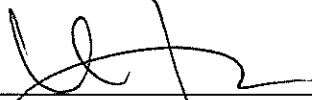
8.14 **Construction Clause.** This Agreement has been negotiated and approved by counsel on behalf of all parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship of any of the provisions hereof.

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


**2552883 ONTARIO INC.**

Per:   
Name: A JEET SINGH  
Title: DIRECTOR  
*I have authority to bind the corporation.*

**55 NORTH MINING OPERATIONS INC.**

Per:   
Name: WILLIAM JONES  
Title: director  
*I have authority to bind the corporation.*

**55 NORTH MINING INC.**

Per:   
Name: Bruce Reid  
Title: Chief Executive Officer  
*I have authority to bind the corporation.*

**Schedule 'A' – 2552883 Financial Statement**

**2552883 Ontario Inc.**  
**Interim Statement of Financial Position**  
(Unaudited)  
Expressed in Canadian dollars

June 30, 2020

<b>ASSETS</b>	
<b>Current assets</b>	
Cash	\$ 17,949
GST/HST recoverable	41,449
Amounts receivable	32,128
Prepays	23,881
	<b>115,407</b>
<b>Long-term assets</b>	
Due from 55 North	515,858
Investment in 55 North	115,000
	<b>\$ 746,265</b>
<b>LIABILITIES AND SHAREHOLDERS' DEFICIT</b>	
<b>Current liabilities</b>	
Accounts payable	\$ 9,107
Flow-through share premium liability	190,881
	<b>199,988</b>
<b>Long-term liabilities</b>	
CERB loan payable	40,000
Promissory note payable to related party	220,000
	<b>459,988</b>
<b>Shareholders' deficit</b>	
Share capital (Note 4)	1,514,231
Warrant reserve	122,908
Contributed surplus	20,262
Deficit	(1,371,124)
	<b>286,277</b>
	<b>\$ 746,265</b>



**SCHEDULE "B" 2552883 PROPERTIES**

1. **Last Hope Property** -- mining claims (the "**Last Hope Project**") in north central Idaho covering approximately 105 hectares (260 acres) and has staked approximately 204 mining claims covering more than 3,500 hectares of adjoining exploration ground