



No. S-208900
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF PART 9, DIVISION 5, SECTION 291 OF THE
BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT BETWEEN
RED LAKE GOLD INC. AND
ALMA GOLD INC.

RED LAKE GOLD INC.

Petitioner

ORDER MADE AFTER APPLICATION
(FINAL ORDER)

BEFORE ~~THE HONOURABLE JUSTICE~~ or) On Thursday, the 29th day
MASTER KER) of October, 2020
)
)

ON THE APPLICATION of the Petitioner, Red Lake Gold Inc., coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, on October 29, 2020; on hearing Jennifer Tran, counsel for Red Lake Gold Inc.; and no one appearing for any of the shareholders of Red Lake Gold Inc., although duly served; and on reading the affidavits of Ryan Cheung, made on September 8, 2020 and October 27, 2020, and the exhibits thereto;

AND UPON the terms of the Interim Order of Master ^{Scarth} Scarth made herein on September 11, 2020 (the “**Interim Order**”) having been complied with and the requisite approval of the shareholders of Red Lake Gold Inc. the arrangement (the “**Arrangement**”), as contemplated in the Plan of Arrangement (the “**Plan of Arrangement**”) attached as Schedule “A” to this Order, having been obtained in accordance with the terms of the Interim Order;

AND UPON considering the fairness of the terms and conditions of the Arrangement as contemplated in the Plan of Arrangement, and the rights and interest of the persons affected thereby;

AND UPON Red Lake Gold Inc. making this Court aware that it is Alma Gold Inc.’s intention to rely upon Section 3(a)(10) of the United States *Securities Act of 1933*, as amended (the “**1933 Act**”) as a basis for exemption from registration requirements of the 1933 Act with respect to the issuance of securities to Red Lake Gold Inc.’s US shareholders as contemplated in the Plan of Arrangement;

THIS COURT ORDERS that:

1. The terms and conditions of the Agreement, as set forth in the Plan of Arrangement, are procedurally and substantively fair and reasonable to all shareholders of Red Lake Gold Inc., including those whom common shares of Alma Gold Inc. will be issued, and the Arrangement is hereby approved by this Court.
2. The Arrangement shall be implemented in the manner and sequence set forth in the Plan of Arrangement, and as required by s. 297 of the *Business Corporations Act*, S.B.C. 2002, c.57, as amended.
3. Under § 291, 292 and 296 of the *Business Corporations Act*, the Arrangement will take effect as of the Effective Time defined in the Plan of Arrangement.
4. On the Arrangement taking effect, it will be binding on Red Lake Gold Inc., Red Lake Gold Inc.'s shareholders and Alma Gold Inc.
5. Red Lake Gold Inc. is entitled, at any time, to seek leave to vary this order, to see the advice or direction of this Court or apply for such further orders as may be appropriate.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING CONSENT:

“*Jennifer Tran*”

Signature of Jennifer Tran

Party Lawyer for Petitioner

BY THE COURT

Registrar

Schedule “A”

Plan of Arrangement

[see attached]

**PLAN OF ARRANGEMENT
UNDER DIVISION 5 OF PART 9
OF THE
BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA) S.B.C. 2002, c. 57**

**ARTICLE 1
DEFINITION AND INTERPRETATION**

1.1 In this Plan of Arrangement, the following terms have the following meanings:

- (a) "**Arrangement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to the proposed arrangement involving Red Lake, Spinco and the Red Lake Shareholders pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;
- (b) "**Arrangement Agreement**" means the arrangement agreement dated effective September 1, 2020 between Red Lake and Spinco with respect to the Arrangement, and all amendments thereto;
- (c) "**Arrangement Provisions**" means Division 5 of Part 9 of the BCBCA;
- (d) "**BCBCA**" means the British Columbia Business Corporations Act, S.B.C. 2002, c. 57, as amended, including the regulations promulgated thereunder;
- (e) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Vancouver, in the Province of British Columbia, for the transaction of banking business;
- (f) "**Court**" means the Supreme Court of British Columbia;
- (g) "**Depository**" means TSX Trust Company, or such other depository as Red Lake may determine;
- (h) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of the Plan of Arrangement;
- (i) "**Dissent Rights**" has the meaning attributed to that term in §5.1 of this Plan of Arrangement;
- (j) "**Dissenting Share**" has the meaning attributed to that term in §3.1(a) of this Plan of Arrangement;
- (k) "**Effective Date**" means the date the Arrangement becomes effective under the BCBCA;
- (l) "**Effective Time**" means 10:00 a.m. (Vancouver time) on the Effective Date, or such other time on the Effective Date as agreed to in writing by Red Lake and Spinco;
- (m) "**Final Order**" means the final order of the Court approving the Arrangement; as such order may be affirmed, amended or modified by any court of competent jurisdiction;

- (n) **"In the Money Amount"** at a particular time with respect to an option means the amount, if any, by which the fair market value of the underlying security exceeds the exercise price of the relevant option at such time;
- (o) **"Information Circular"** means the management information circular of Red Lake, including all schedules thereto, to be sent by Red Lake to the Red Lake Shareholders in connection with the Red Lake Meeting, together with any amendments or supplements thereto;
- (p) **"Interim Order"** means the interim order of the Court providing advice and directions in connection with the Red Lake Meeting and the Arrangement;
- (q) **"New Red Lake Shares"** means the new class of common shares without par value which Red Lake will create and issue as described in §3.1(b)(ii) of the Plan of Arrangement and for which the Red Lake Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Red Lake Shares;
- (r) **"Parties"** means, collectively, Red Lake and Spinco and **"Party"** means any one of them;
- (s) **"Plan"** or **"Plan of Arrangement"** means this plan of arrangement, as the same may be amended from time to time;
- (t) **"Red Lake"** means Red Lake Gold Inc., a company existing under the BCBCA;
- (u) **"Red Lake Class A Shares"** means the renamed and redesignated Red Lake Shares as described in §3.1(b)(i) of the Plan of Arrangement;
- (v) **"Red Lake Meeting"** means the annual general and special meeting of the Red Lake Shareholders and any adjournments thereof to be held on October 16, 2020, and among other things, consider and consider advisable, approve the Arrangement;
- (w) **"Red Lake Option Plan"** means the stock option plan of Red Lake;
- (x) **"Red Lake Options"** means options to acquire Red Lake Shares, including options under the terms of which are deemed exercisable for Red Lake Shares, that are outstanding immediately prior to the Effective Time;
- (pp) **"Red Lake Replacement Options"** means an option to acquire a New Red Lake Share to be issued by Red Lake to a holder of a Red Lake Option pursuant to §3.1(d) of the Plan of Arrangement.
- (y) **"Red Lake Shareholder"** means the holders from time to time of Red Lake Shares;
- (z) **"Red Lake Shares"** means the common shares without par value in the authorized share capital of Red Lake, as constituted on the date of this Agreement;
- (aa) **"Red Lake Warrants"** means share purchase warrants of Red Lake that are outstanding on the Effective Date;
- (bb) **"Registrar"** means the Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;
- (cc) **"Share Distribution Record Date"** means the close of business on November 6, 2020 or such other date as agreed to by Red Lake and Spinco, which date establishes the Red Lake Shareholders

who will be entitled to receive New Red Lake Shares and Spinco Shares pursuant to this Plan of Arrangement;

- (dd) "**Spinco**" means Alma Gold Inc., a private company incorporated under the BCBCA;
- (ee) "**Spinco Option**" means share purchase options issued pursuant to the Spinco Stock Option Plan, including the Spinco Options pursuant to §3.1(d) of the Plan of Arrangement;
- (ff) "**Spinco Shares**" means the common shares without par value in the authorized share structure of Spinco, as constituted on the date of the Arrangement Agreement; and
- (gg) "**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp) c.1, as amended.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof", "hereunder" and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number and Gender

Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.

1.4 Meaning

Words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA, unless the context otherwise requires.

1.5 Date for any Action

If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

1.6 Governing Law

This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

ARTICLE 2 ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant and subject to the provisions of, and forms part of, the Arrangement Agreement.

2.2 Arrangement Effectiveness

This Plan of Arrangement will become effective in accordance with its terms and be binding on the Effective Date on Red Lake, the Red Lake Shareholders (including Dissenting Shareholders), holders of Red Lake Options and Red Lake Warrants and Spinco Shareholders at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

ARTICLE 3 ARRANGEMENT

3.1 The Arrangement

On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Red Lake or Spinco, but subject to the provisions of Article 5:

- (a) each Red Lake Share outstanding for which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each a “**Dissenting Share**”) and for which such Dissenting Shareholder is ultimately entitled to be paid fair value will be deemed to have been repurchased by Red Lake for cancellation in consideration for a debt-claim against Red Lake to be paid the fair value of such Dissent Share in accordance with Article 5 of this Plan of Arrangement, net of any applicable withholding tax, and such Dissent Share will thereupon be cancelled;
- (b) the authorized share structure of Red Lake shall be altered by:
 - i. renaming and redesignating all of the issued and unissued Red Lake Shares as “Class A common shares without par value” and amending the special rights and restrictions attached to those shares to provide the holders thereof with two vote in respect of each share held, being the “**Red Lake Class A Shares**”; and
 - ii. creating a new class consisting of an unlimited number of “common shares without par value” with terms and special rights and restrictions identical to those of the Red Lake Shares immediately prior to the Effective Time, being the “**New Red Lake Shares**”;
- (c) Red Lake’s Notice of Articles shall be amended to reflect the alterations in §3.1(b);
- (d) each Red Lake Option then outstanding to acquire one Red Lake Share shall be transferred and exchanged for:
 - i. one Red Lake Replacement Option to acquire one New Red Lake Share having an exercise price equal to the product of the original exercise price of the Red Lake Option multiplied by the fair market value of a New Red Lake Share at the Effective Time divided by the total of the fair market value of a New Red Lake Share and the fair market value of 0.95 of a Spinco Share at the Effective Time; and

- ii. one Spinco Option to acquire 0.95 of a Spinco Share, each whole Spinco Option having an exercise price equal to the product of the original exercise price of the Red Lake Option multiplied by the fair market value of 0.95 of a Spinco Share at the Effective Time divided by the total of the fair market value of one New Red Lake Share and 0.95 of a Spinco Share at the Effective Time,

provided that the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Red Lake Replacement Option and the Spinco Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the Red Lake Option so exchanged . It is intended that subsection 7(1.4) of the Tax Act apply to the exchange of Red Lake Options; and Spinco agrees to promptly issue Spinco Shares upon the due exercise of Spinco Options;

- (e) each Red Lake Warrant then outstanding shall be deemed to be amended to entitle the holder thereof to receive, upon due exercise of the Red Lake Warrant, for the original exercise price:
 - i. one New Red Lake Share for each Red Lake Share that was issuable upon due exercise of the Red Lake Warrant immediately prior to the Effective Time; and
 - ii. 0.95 of a Spinco Share for each Red Lake Share that was issuable upon due exercise of the Red Lake Warrant immediately prior to the Effective Time;
- (f) each issued and outstanding Red Lake Class A Share outstanding on the Share Distribution Record Date shall be exchanged for: (i) one New Red Lake Share; and (ii) 0.95 of a Spinco Share, the holders of the Red Lake Class A Shares will be removed from the central securities register of Red Lake as the holders of such and will be added to the central securities register of Red Lake as the holders of the number of New Red Lake Shares that they have received on the exchange set forth in this §3.1(f), and the Spinco Shares transferred to the then holders of the Red Lake Class A Shares will be registered in the name of the former holders of the Red Lake Class A Shares and Red Lake will provide Spinco and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Spinco;
- (g) all of the issued Red Lake Class A Shares shall be cancelled with the appropriate entries being made in the central securities register of Red Lake, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Red Lake Shares will be equal to that of the Red Lake Shares immediately prior to the Effective Time less the fair market value of the Spinco Shares distributed pursuant to §3.1(f); and
- (h) the Notice of Articles of Red Lake shall be amended to reflect the alterations in §3.1(g).

3.2 No Fraction Shares

Notwithstanding any other provision of this Arrangement, while each Red Lake Shareholder's fractional shares and each holder of Red Lake Option's fractional options, respectively, will be combined, no fractional Spinco Shares shall be distributed to the Red Lake Shareholders and no fractional Spinco Options shall be distributed to the holders of Red Lake Options, and, as a result, all fractional amounts arising under this Plan of Arrangement shall be rounded down to the next whole number without any compensation therefor. Any Spinco Shares not distributed as a result of so rounding down shall be cancelled by Spinco.

3.3 Share Distribution Record Date

In §3.1(f) the reference to a holder of a Red Lake Class A Share shall mean a person who is a Red Lake Shareholder on the Share Distribution Record Date, subject to the provisions of Article 5.

3.4 Deemed Time for Redemption

The transactions and events set out in §3.1 shall occur and shall be deemed to occur at the Effective Time on the Effective Date for the exchange of Red Lake Class A Shares for New Red Lake Shares and Spinco Shares in the chronological order in which they are set out in §3.1.

3.5 Deemed Fully Paid and Non-Assessable Shares

All New Red Lake Shares, Red Lake Class A Shares and Spinco Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of BCBCA.

3.6 Withholding

Each of Red Lake, Spinco and the Depositary shall be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of Spinco Shares made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any Spinco Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance shall be paid to the person forthwith.

3.7 Effectiveness

The Arrangement shall become final and conclusively binding on the Red Lake Shareholders, Red Lake and Spinco on the Effective Date.

3.8 Supplementary Actions

Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Red Lake and Spinco shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, and any necessary additions to or deletions from share registers.

3.9 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

3.10 U.S. Securities Law Matters

The Court is advised that the Arrangement will be carried out with the intention that all securities issued on completion of the Arrangement will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act.

ARTICLE 4 CERTIFICATES

4.1 Red Lake Class A Shares

Recognizing that the Red Lake Shares shall be renamed and redesignated as Red Lake Class A Shares pursuant to §3.1(b)(i) and that the Red Lake Class A Shares shall be exchanged partially for New Red Lake Shares pursuant to §3.1(f), Red Lake shall not issue replacement share certificates representing the Red Lake Class A Shares.

4.2 Spinco Certificates

As soon as practicable following the Effective Date, Spinco shall deliver or cause to be delivered to the Depository certificates representing the Spinco Shares required to be issued to registered holders of Red Lake Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(f) of this Plan of Arrangement, which certificates shall be held by the Depository as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.3 New Red Lake Share Certificates

As soon as practicable following the Effective Date, Red Lake shall deliver or cause to be delivered to the Depository certificates representing the New Red Lake Shares required to be issued to registered holders of Red Lake Shares as at immediately prior to the Effective Time in accordance with the provisions of §3.1(f) of this Plan of Arrangement, which certificates shall be held by the Depository as agent and nominee for such holders for distribution thereto in accordance with the provisions of §6.1 hereof.

4.4 Interim Period

Any Red Lake Shares traded after the Share Distribution Record Date will represent New Red Lake Shares as of the Effective Date and shall not carry any rights to receive Spinco Shares.

4.5 Stock Option Agreements

The stock option agreements for the Red Lake Options shall be deemed to be amended by Red Lake to reflect the adjusted exercise price of the Red Lake Replacement Options, and Spinco shall enter into stock option agreements for the Spinco Options issued pursuant to §3.1 (d) of this Plan of Arrangement.

4.6 Red Lake Warrants

The Parties acknowledge that, from and after the Effective Date, all Red Lake Warrants shall entitle the holder to receive, upon due exercise of the Red Lake Warrant, for the original exercise price:

- (a) one New Red Lake Share for each Red Lake Share that was issuable upon due exercise of the Red Lake Warrant immediately prior to the Effective Time; and
- (b) 0.95 of a Spinco Share for each Red Lake Share that was issuable upon due exercise of the Red Lake Warrant immediately prior to the Effective Time;

and Spinco hereby covenants that it shall forthwith upon receipt of written notice from Red Lake from time to time issue, as directed by Red Lake, that number of Spinco Shares as may be required to satisfy the foregoing.

Red Lake shall, as agent for Spinco, collect and pay to Spinco an amount for each 0.95 of a Spinco Share so issued that is equal to the exercise price under the Red Lake Warrant multiplied by the fair market value of 0.95 of a Spinco Share at the Effective Time divided by the total of the fair market value of one New Red Lake Share and 0.95 of a Spinco Share at the Effective Time.

ARTICLE 5 DISSENT RIGHTS

5.1 Dissent Right

Each registered Red Lake Shareholder may exercise his, her or its Dissent Right under section 238(1)(d) of the BCBCA in connection with the Arrangement with respect to the registered Red Lake Shareholder's Red Lake Shares pursuant to and in the manner set forth in the Interim Order, sections 242 to 247 of the BCBCA and this Article, as the same may be modified by the Interim Order or the Final Order, provided that the written notice setting forth the objection of such registered Red Lake Shareholders to the Arrangement and exercise of Dissent Rights must be received by Red Lake not later than 10:00 a.m. (Vancouver time) on the Business Day that is two Business Days before the Meeting or any date to which the Meeting may be postponed or adjourned.

5.2 Dealing with Dissenting Shares

If a Red Lake Shareholder exercises his, her or its Dissent Right, Red Lake shall on the Effective Date set aside and not distribute that portion of the Spinco Shares that is attributable to the Red Lake Shares for which the Dissent Right has been exercised. Registered Red Lake Shareholders who duly exercise Dissent Rights and who:

- (a) are ultimately entitled to be paid fair value for their Dissenting Shares by Red Lake shall be deemed not to have transferred their Dissenting Shares to Red Lake for cancellation as at the Effective Time pursuant to §3.1(a); or
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Plan of Arrangement on the same basis as any non-dissenting Red Lake Shareholder and shall receive New Red Lake Shares and Spinco Shares on the same basis as every other non-dissenting Red Lake Shareholder.

but in no case shall Red Lake be required to recognize such persons as holding Red Lake Shares on or after the Effective Date.

5.3 Reservation of Spinco Shares

If a Red Lake Shareholder exercises Dissent Rights, Red Lake shall, on the Effective Date, set aside and not distribute that portion of the Spinco Shares which is attributable to the New Lake Shares for which Dissent Rights have been exercised. If the dissenting Red Lake Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Red Lake shall distribute to such Red Lake Shareholder his or her pro rata portion of the Red Lake Shares. If a Red Lake Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Red Lake shall retain the portion of the Spinco Shares attributable to such Red Lake Shareholder and such shares will be dealt with as determined by the Board of Directors of Red Lake in its discretion.

ARTICLE 6 DELIVERY OF SHARES

6.1 Delivery of Shares

- (a) Upon surrender to the Depository for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Red Lake Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depository may reasonably require, the holder of such surrendered certificate will be entitled to receive in exchange therefor, and the Depository shall deliver to such holder following the Effective Time, a certificate representing the New Red Lake Shares and a certificate representing the Spinco Shares that such holder is entitled to receive in accordance with §3.1 hereof.
- (b) After the Effective Time and until surrendered for cancellation as contemplated by §6.1(a) hereof, each certificate that immediately prior to the Effective time represented one or more Red Lake Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Red Lake Shares and a certificate representing the Spinco Shares that such holder is entitled to receive in accordance with §3.1 hereof.

6.2 Lost Certificates

If any certificate that immediately prior to the Effective Time represented one or more outstanding Red Lake Shares that were exchanged for New Red Lake Shares and Spinco Shares in accordance with §3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depository shall deliver in exchange for such lost, stolen or destroyed certificate, the New Red Lake Shares and Spinco Shares that such holder is entitled to receive in accordance with §3.1 hereof. When authorizing such delivery of New Red Lake Shares and Spinco Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered shall, as a condition precedent to the delivery of such New Red Lake Shares and Spinco Shares give a bond satisfactory to Red Lake, Spinco and the Depository in such amount as Red Lake, Spinco and the Depository may direct, or otherwise indemnify Red Lake, Spinco and the Depository in a manner satisfactory to Red Lake, Spinco and the Depository, against any claim that may be made against Red Lake, Spinco or the Depository with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of Red Lake.

6.3 Distribution with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to New Red Lake Shares and Spinco Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Red Lake Shares unless and until the holder of such certificate shall have complied with the provisions of §6.1 or §6.2 hereof. Subject to applicable law and to §3.7 hereof, at the time of such compliance, there shall, in addition to the delivery of the New Red Lake Shares and Spinco Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such New Red Lake Shares and/or Spinco Shares, as applicable.

6.4 Limitation and Proscription

To the extent that a former Red Lake Shareholder shall not have complied with the provisions of §6.1 or §6.2 hereof, as applicable, on or before the date that is six (6) years after the Effective Date (the “Final Proscription Date”), then the New Red Lake Shares and Spinco Shares that such former Red Lake Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the New Red Lake Shares and Spinco Shares to which such Red Lake Shareholder was entitled, shall be delivered to Spinco (in the case of the Spinco Shares) or Red Lake (in the case of New Red Lake Shares) by the Depositary and certificates representing such New Red Lake Shares and Spinco Shares shall be cancelled by Red Lake and Spinco, as applicable, and the interest of the former Red Lake Shareholder in such New Red Lake Shares and Spinco Shares or to which it was entitled shall be terminated as of such Final Proscription Date.

6.5 Paramountcy

From and after the Effective Time: (i) this Plan of Arrangement shall take precedence and priority over any and all Red Lake Shares, Red Lake Options or Red Lake Warrants issued prior to the Effective Time; and (ii) the rights and obligations of the registered holders of Red Lake Shares, Red Lake Options, Red Lake Warrants, Spinco, the Depositary and any transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement.

ARTICLE 7 AMENDMENTS

7.1 Amendments

Red Lake and Spinco may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be

- (a) set out in writing;
- (b) filed with the Court and, if made following the Red Lake Meeting, approved by the Court; and
- (c) communicated to holders of Red Lake Shares and Spinco Shares, as the case may be, if and as required by the Court.

7.2 Amendments Made Prior to or at the Red Lake Meeting

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Red Lake at any time prior to the Red Lake Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Red Lake Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

7.3 Amendments Made After the Red Lake Meeting

Red Lake, with the consent of Spinco, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Red Lake Meeting but prior to the Effective Date and any such amendment, modification or supplement which is approved by the Court following the Red Lake Meeting shall be effective and shall become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by Red Lake, provided that it concerns a matter which, in the

reasonable opinion of Red Lake, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Red Lake Shares or Spinco Shares.

7.4 Withholding

Notwithstanding any prior approvals by the Court or by Red Lake Shareholders, the Board of Directors may decide not to proceed with the Arrangement and to revoke the Arrangement Resolutions at any time prior to the Effective Time, without further approval of the Court or the Red Lake Shareholders.

**ARTICLE 8
REFERENCE DATE**

8.1 This Agreement is dated for reference the 1st day of September, 2020.

SCHEDULE "A"
TO THE PLAN OF ARRANGEMENT

Clarence Stream North Gold Project

Claim Number	Claim Group Name	Beneficial Owner	Number of Claim Units	Issue Date	Expiry Date	Area (Ha)
9555	Pleasant Ridge	Alma Gold (100%) (held in Trust on behalf of Alma Gold)	13	2020-07-13	2021-07-13	294.4
9556	Kedron Stream	Alma Gold (100%) (held in Trust on behalf of Alma Gold)	139	2020-07-13	2021-07-13	3,145.4
			152			3,439.8

SCHEDULE "B"
TO THE PLAN OF ARRANGEMENT

Chambers Settlement Gold Project

Claim Number	Claim Group Name	Beneficial Owner	Number of Claim Units	Issue Date	Expiry Date	Area (Ha)
9107	Chambers Settlement NE	Avalon Gold Resources Inc. (100%)	220	2019-03-19	2022-03-19	49,575
9108	Chambers Settlement S	Avalon Gold Resources Inc. (100%)	100	2019-03-19	2022-03-19	22,579
			320			72,154

Schedule "B"

ARRANGEMENT RESOLUTION

RESOLUTION OF THE HOLDERS OF COMMON SHARES OF RED LAKE GOLD INC.

"BE IT RESOLVED as a special resolution that:

1. The Plan of Arrangement, as it may be modified, supplemented or amended in accordance with its terms, under Section 288 of the *Business Corporations Act* (British Columbia) attached as Schedule "B" to the Information Circular of Red Lake Gold Inc. (the "**Company**") accompanying the Notice of Meeting is authorized, approved and adopted;
2. The Arrangement Agreement dated as of September 1, 2020 between the Company and Alma Gold Inc. and all transactions contemplated therein, and any amendments thereto, the actions of the directors of the Company in approving the Plan of Arrangement and the Arrangement Agreement and amending the terms thereof in any manner, to the extent permitted by the Arrangement Agreement, and the actions of the directors and officers of in executing and delivering the Arrangement Agreement and any amendments thereto and causing the performance by the Company of its obligations thereunder are confirmed, ratified, authorized and approved;
3. The Arrangement Agreement and all of the transactions contemplated therein, the actions of the directors of the Company in approving the Plan of Arrangement and the Arrangement Agreement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any amendments, modifications or supplements thereto are hereby confirmed, ratified and approved.
4. The Company is hereby authorized to apply for a final order from the Supreme Court of British Columbia (the "Court") to approve the Plan of Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be amended, modified or supplemented from time to time).
5. Notwithstanding that this special resolution has been passed (and the Plan of Arrangement approved and agreed to) by the shareholders of the Company or that the Arrangement has been approved by the Supreme Court of British Columbia, the board of directors of the Company, without further notice to or approval of the shareholders of the Company, may, in accordance with the terms of the Plan of Arrangement, elect not to proceed with the Plan of Arrangement or otherwise give effect to this special resolution, at any time prior to the Plan of Arrangement becoming effective; and
6. Any one or more directors or officers of the Company are authorized, for and on behalf of the Company, to execute and deliver any documents, agreements and instruments and to perform all such other acts and things in such person's opinion as may be necessary or desirable to give effect to the provisions of this special resolution, the Arrangement Agreement, and the matters contemplated by the Arrangement Agreement."

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF PART 9, DIVISION 5, SECTION 291 OF THE
BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT BETWEEN
RED LAKE GOLD INC. AND
ALMA GOLD INC.

RED LAKE GOLD INC.

Petitioner

FINAL ORDER

Partum Advisory Services Corp.
Suite 810 – 789 West Pender Street
Vancouver, BC, V6C 1H2
Telephone: 604-687-2038
Attention: Jennifer Tran