

## Certificate of Arrangement

*Canada Business Corporations Act*

## Certificat d'arrangement

*Loi canadienne sur les sociétés par actions*

**KIRKLAND LAKE GOLD INC.**

**235849-2**

Corporate name(s) of CBCA applicants / Dénomination(s)  
sociale(s) de la ou des sociétés LCSA requérantes

Corporation number(s) / Numéro(s) de la ou  
des sociétés

I HEREBY CERTIFY that the arrangement set out in the attached articles of arrangement has been effected under section 192 of the *Canada Business Corporations Act*.

JE CERTIFIE que l'arrangement mentionné dans les clauses d'arrangement annexées a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*.



Virginie Ethier

Director / Directeur

2016-11-30

Date of Arrangement (YYYY-MM-DD)  
Date de l'arrangement (AAAA-MM-JJ)

**Canada Business Corporations Act (CBCA)  
FORM 14.1  
ARTICLES OF ARRANGEMENT  
(Section 192)**

<b>1 - Name of the applicant corporation(s)</b>	<b>Corporation number</b>
KIRKLAND LAKE GOLD INC.	2358492

<b>2 - Name of the corporation(s) the articles of which are amended, if applicable</b>	<b>Corporation number</b>

<b>3 - Name of the corporation(s) created by amalgamation, if applicable</b>	<b>Corporation number</b>
Kirkland Lake Gold Inc.	<b>9526790</b>

<b>4 - Name of the dissolved corporation(s), if applicable</b>	<b>Corporation number</b>

<b>5 - Name of the other bodies corporate involved, if applicable</b>	<b>Corporation number or jurisdiction</b>
9950036 Canada Inc. Newmarket Gold Inc.	Canada (#9950036) Ontario (#001937149)

**6 - In accordance with the order approving the arrangement, the plan of arrangement attached hereto, involving the above named body(ies) corporate, is hereby effected.**

**In accordance with the plan of arrangement,**

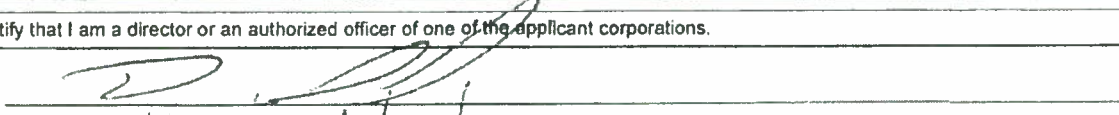
a. the articles of the corporation(s) indicated in item 2, are amended.  
If the amendment includes a name change, indicate the change below:

b. the following bodies corporate and/or corporations are amalgamated (for CBCA corporations include the corporation number):

KIRKLAND LAKE GOLD INC. (2358492)  
9950036 Canada Inc. (9950036)

c. the corporation(s) indicated in item 4 is(are) liquidated and dissolved:

**7 - I hereby certify that I am a director or an authorized officer of one of the applicant corporations.**

Signature 

Print name Anthony Matuch

**Note:** Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

KIRKLAND LAKE GOLD INC.

SCHEDULE "A" TO THE ARTICLES OF ARRANGEMENT

1. Corporate Name of the amalgamated corporation  
Kirkland Lake Gold Inc.
2. The province or territory in Canada where the registered office is situated  
Ontario
3. The classes and any maximum number of shares that the corporation is authorized to issue  
The Corporation is authorized to issue an unlimited number of common shares.
4. Restrictions, if any, on share transfers  
None.
5. Minimum and maximum number of directors  
Minimum number     1  
Maximum number    10
6. Restrictions, if any, on the business the corporation may carry on  
None.
7. Other provisions, if any  
Without in any way restricting the powers conferred upon the Corporation or its board of directors by the Canada Business Corporations Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:
  - (a) borrow money upon the credit of the Corporation;
  - (b) issue, re-issue, sell or pledge debt obligations of the Corporation;
  - (c) subject to the provisions of the Canada Business Corporations Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
  - (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

The board of directors may from time to time delegate to a director, a committee of directors or an officer of the Corporation any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

Except in the case of any class or series of shares of the Corporation listed on a stock exchange, the Corporation shall have a lien on the shares registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Corporation.

Between annual and general meetings of the Corporation, the directors of the Corporation may appoint one or more additional directors to serve until the next annual and general meeting but the number of additional directors shall not at any time exceed one-third of the number of directors who held office at the expiration of the last annual and general meeting.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE )  
JUSTICE *NEWBOULD* ) TUESDAY, THE 29th DAY  
 ) OF NOVEMBER, 2016



**KIRKLAND LAKE GOLD INC.**

**Applicant**

**IN THE MATTER OF** an application under section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended;

**AND IN THE MATTER OF** Rule 14.05(2) of the *Rules of Civil Procedure*

**AND IN THE MATTER OF** a proposed arrangement of **KIRKLAND LAKE GOLD INC.** and **NEWMARKET GOLD INC.**

**FINAL ORDER**

**THIS APPLICATION** made by the Applicant Kirkland Lake Gold Inc. ("Kirkland") pursuant to section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the "CBCA") was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Application, the evidence filed by Kirkland, the Interim Order of the Honourable Justice Newbould dated October 27, 2016, and the letter from the Director of the CBCA, filed, advising that Industry Canada takes no position with respect to the Application;

**ON HEARING** the submissions of counsel for Kirkland and counsel for Newmarket Gold Inc. ("Newmarket"), and on being advised that the Director appointed

under the CBCA does not consider it necessary to appear on this application, no-one appearing for any other person, including any holders of common shares of Kirkland, and having determined that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order is an arrangement for the purposes of section 192 of the CBCA and is fair and reasonable in accordance with the requirements of that section; and

**ON BEING ADVISED** that Newmarket and Kirkland intend to rely upon this Order as a basis of a claim to an exemption pursuant to section 3(a)(10) of the United States *Securities Act of 1933*, as amended, from the registration requirements otherwise imposed by that Act regarding the distribution of securities of Newmarket pursuant to the Arrangement;

1. **THIS COURT ORDERS** that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order, shall be and is hereby approved.
2. **THIS COURT ORDERS** that the Applicant shall be entitled to seek leave to vary this order upon such terms upon giving such notice as this court may direct, to seek the advice and directions of this court as to the implementation of this order, and to apply for such further order or orders as may be appropriate.



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## SCHEDULE A

### PLAN OF ARRANGEMENT

#### PLAN OF ARRANGEMENT UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT

#### ARTICLE 1 INTERPRETATION

- 1.1 In this Plan of Arrangement, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

**"Arrangement Agreement"** means the arrangement agreement dated September 29, 2016 between Company and Newmarket, together with the Schedules attached thereto, with respect to the Arrangement, as the same may be amended or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement;

**"Arrangement"** means the arrangement under Section 192 of the CBCA, on the terms and conditions set forth in this Plan of Arrangement subject to any amendments or variations thereto made in accordance with Section 8.5 of the Arrangement Agreement, the Plan of Arrangement or at the direction of the Court;

**"Articles of Arrangement"** means the articles of arrangement of the Company in respect of the Arrangement, required under section 192(6) of the CBCA to be filed with the Director after the Final Order has been granted, giving effect to the Arrangement, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to the Newmarket and the Company, each acting reasonably;

**"business day"** means any day, other than a Saturday, Sunday or statutory or civic holiday in Toronto, Ontario or Vancouver, British Columbia;

**"CBCA"** means the *Canada Business Corporations Act*, and includes any successor thereto;

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

**"Company"** means Kirkland Lake Gold Inc., a corporation existing under the laws of Canada;

**"Company Equity Compensation Plan"** means the 2015 omnibus equity incentive compensation plan of Company;

**"Company Meeting"** means the annual and special meeting of Company Shareholders at which the Arrangement was approved by the Company Shareholders;

**"Company Option In-The-Money-Amount"** in respect of a Company Option means the amount, if any, by which the total fair market value of the Company Shares that a holder is entitled to acquire on exercise of the Company Option immediately before the Effective Time exceeds the aggregate exercise price to acquire such Company Shares at that time;

**"Company Options"** means all options to acquire Company Shares outstanding immediately prior to the Effective Time under the Company Equity Compensation Plan;

**"Company Securityholders"** means, collectively, the holders of Company Shares, Company Options and SAS Options;

"**Company Shareholders**" means the holders from time to time of Company Shares;

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

"**Consideration**" means 2.1053 Newmarket Shares to be issued by Newmarket in respect of each Company Share;

"**Court**" means the Ontario Superior Court of Justice (Commercial List);

"**Depository**" means any trust company, bank or financial institution agreed to between Newmarket and Company for the purpose of, among other things, exchanging certificates representing Company Shares for the Consideration in connection with the Arrangement;

"**Dissent Rights**" means the right of a registered Company Shareholder to dissent to the resolution approving the Arrangement and to be paid the fair value of the Company Shares in respect of which the holder dissents, all in accordance with the Interim Order and Article 5 hereof;

"**Dissenting Shareholders**" means the registered Company Shareholders that validly exercise the Dissent Rights and "**Dissenting Shareholder**" means any one of them;

"**Effective Date**" means the date shown in the certificate giving effect to the Arrangement issued pursuant to the CBCA which will be a date following satisfaction or waiver of all of the conditions to the completion of the Arrangement as set forth in the Arrangement Agreement and delivery of all documents agreed to be delivered to the satisfaction of the Company and Newmarket, acting reasonably;

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

"**Exchange Ratio**" means 2.1053;

"**Final Order**" means the final order of the Court in form acceptable to Company and Newmarket, each acting reasonably, approving the Arrangement as such order may be amended by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

"**Former Company Shareholders**" means the holders of Company Shares immediately prior to the Effective Time;

"**Interim Order**" means the interim order of the Court, providing for, among other things, the calling and holding of the Company Meeting, as the same may be amended by the Court;

"**Letter of Transmittal**" means the Letter of Transmittal for use by Company Shareholders to be delivered in connection with the Arrangement;

"**Newmarket**" means Newmarket Gold Inc., a corporation existing under the laws of the Province of Ontario;

"**Newmarket Replacement Options**" means the options to purchase Newmarket Shares to be issued in exchange for Company Options pursuant to this Plan of Arrangement;

"**Newmarket Replacement Option In-The-Money Amount**" in respect of a Newmarket Replacement Option means the amount, if any, by which the total fair market value of the Newmarket Shares that a holder is entitled to acquire on exercise of the Newmarket Replacement Option at and from the Effective Time exceeds the aggregate exercise price to acquire such Newmarket Shares at that time;



**"Newmarket Replacement SAS Options"** means the options to purchase Newmarket Shares to be issued in exchange for SAS Options pursuant to this Plan of Arrangement;

**"Newmarket Replacement SAS Option In-The-Money Amount"** in respect of a Newmarket Replacement SAS Option means the amount, if any, by which the total fair market value of the Newmarket Shares that a holder is entitled to acquire on exercise of the Newmarket Replacement SAS Option at and from the Effective Time exceeds the aggregate exercise price to acquire such Newmarket Shares at that time;

**"Newmarket Shareholders"** means holders from time to time of Newmarket Shares;

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

**"Option Exchange Ratio"** means 2.1053;

**"Plan"** or **"Plan of Arrangement"** means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and Section 8.5 of the Arrangement Agreement, this Plan of Arrangement or at the direction of the Court;

**"SAS Option In-The-Money-Amount"** in respect of a SAS Option means the amount, if any, by which the total fair market value of the Company Shares that a holder is entitled to acquire on exercise of the SAS Option immediately before the Effective Time exceeds the aggregate exercise price to acquire such Company Shares at that time;

**"SAS Option Plan"** means the St. Andrew Goldfield Ltd. stock option plan;

**"SAS Options"** means all options to acquire Company Shares outstanding immediately prior to the Effective Time under the SAS Option Plan;

**"Subco"** means 9950036 Canada Inc.;

**"Tax Act"** means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;

**"U.S. Person"** means a person who is subject to income taxation in the United States on the income received for his or her services to the Company and who is not otherwise exempt from U.S. income taxation under the relevant provisions of the Code, or the Canada-U.S. Income Tax Convention, as amended from time to time.

- 1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.
- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles, sections, subsections and subparagraphs are to articles, sections, subsections and subparagraphs of this Plan of Arrangement, and use of the terms "herein", "hereof" and "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion of this Plan of Arrangement.
- 1.4 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.
- 1.5 In the event that the date on which any action is required to be taken hereunder by any of the parties hereto is not a business day in the place where the action is required to be taken, such

action shall be required to be taken on the next succeeding day which is a business day in such place.

- 1.6 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.
- 1.7 In this Plan of Arrangement, unless otherwise stated, all references to sums of money are expressed in lawful money of Canada.
- 1.8 This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the law of the Province of Ontario and the laws of Canada applicable therein.

## **ARTICLE 2 ARRANGEMENT AGREEMENT**

- 2.1 This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.
- 2.2 This Plan of Arrangement will become effective on, and be binding on and after, the Effective Time on: the Company Securityholders, the Company, Newmarket, Subco and the Dissenting Shareholders.

## **ARTICLE 3 ARRANGEMENT**

- 3.1 Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur sequentially in the following order without any further act or formality except as otherwise expressly provided herein:
  - (a) the Company Shares held by Dissenting Shareholders who have exercised Dissent Rights which remain valid immediately before the Effective Time shall, as of the Effective Time, be deemed to have been transferred to Newmarket (free and clear of any liens, charges or encumbrances of any nature whatsoever) and Newmarket shall thereupon be obligated to pay the amount therefor determined and payable in accordance with Article 5 hereof and, as of the Effective Time, such Dissenting Shareholders shall cease to have any rights as Company Shareholders, other than the right to be paid the fair value of their Company Shares by Newmarket in accordance with the Dissent Rights;
  - (b) from and after the Effective Date, Subco and the Company shall be amalgamated under the CBCA and continue as one corporation ("Amalco") on the terms prescribed in this Plan of Arrangement (the "Amalgamation") as follows:
    - a. the name of Amalco shall be "Kirkland Lake Gold Inc.";
    - b. Amalco shall be authorized to issue an unlimited number of common shares without par value;
    - c. The registered office of Amalco will be the registered office of Subco
    - d. There shall be no restrictions on the business Amalco may carry on or on the powers it may exercise;
    - e. The directors of Amalco shall, until otherwise changed in accordance with the CBCA, consist of a minimum number of one and a maximum number of ten;

- f. the first directors of Amalco following the Amalgamation shall be the directors of Subco; and
  - g. the provisions of subsections 186(a), (b), (c), (d), (e) and (f) of the CBCA will apply to the Amalgamation with the result that:
    - i. The Amalgamation of the Subco and the Company and their continuance as one corporation shall become effective;
    - ii. The property of each of Subco and the Company shall continue to be the property of Amalco;
    - iii. Amalco shall continue to be liable for the obligations of each of Subco and the Company;
    - iv. Any existing cause of action, claim or liability to prosecution shall be unaffected;
    - v. Any civil, criminal or administrative action or proceeding pending by or against Subco or the Company may continue to be prosecuted by or against Amalco; and
    - vi. Any conviction against, or ruling, or order or judgment in favour of or against Subco or the Company may be enforced by or against Amalco;
  - h. The Articles of Arrangement filed to give effect to the Arrangement shall be deemed to be the articles of amalgamation of Amalco and the Certificate of Arrangement issued in respect of such Articles of Arrangement by the Director under the CBCA shall be deemed to be the certificate of amalgamation of Amalco; and
  - i. The by-laws of Amalco shall be the same as those of Subco, mutatis mutandis;
- (c) Pursuant to such Amalgamation:
- (i) each Company Share (other than Company Shares held by Newmarket) shall be cancelled in exchange for the Consideration;
  - (ii) each Company Share held by Newmarket and each Subco common share shall be converted into one common share of Amalco;
  - (iii) as consideration for the issuance of the Consideration by Newmarket in connection with the Amalgamation, Amalco shall issue to Newmarket one common share of Amalco for each Newmarket share issued pursuant to Section 3.1(c)(i);
  - (iv) The stated capital of the common shares of Amalco will be equal to the total of (a) the aggregate paid-up capital (as such term is defined in the Tax Act) of the Company Shares described in Section 3.1(c)(i), (b) the aggregate paid-up capital (as such term is defined in the Tax Act) of the Company Shares described in Section 3.1(c)(ii), and (c) the aggregate paid-up capital (as such term is defined in the Tax Act) of the Subco common shares described in Section 3.1(c)(ii);
  - (v) there shall be added to the stated capital of the Newmarket Shares an amount equal to the paid-up capital (as such term is defined in the Tax Act) of the Company Shares described in Section 3.1(c)(i);

- (d) each Company Option outstanding immediately prior to the Effective Time, whether vested or not, will be exchanged for a Newmarket Replacement Option to acquire from Newmarket the number of Newmarket Shares equal to the product of (A) the number of Company Shares subject to the Company Option immediately before the Effective Time, and (B) the Option Exchange Ratio, provided that if the foregoing would result in the issuance of a fraction of a Newmarket Share on any particular exercise of Newmarket Replacement Options, then the number of Newmarket Shares otherwise issued shall be rounded down to the nearest whole number of Newmarket Shares. The exercise price per Newmarket Share subject to any such Newmarket Replacement Option shall be an amount equal to the quotient of (A) the exercise price per Company Share under the exchanged Company Option immediately prior to the Effective Time divided by (B) the Option Exchange Ratio (provided that the aggregate exercise price payable on any particular exercise of Newmarket Replacement Options shall be rounded up to the nearest whole cent). Except as set out above, the terms of each Newmarket Replacement Option shall be the same as the terms of the Company Option exchanged therefor pursuant to the Company Equity Compensation Plan and any agreement evidencing the grant thereof prior to the Effective Time. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such exchange and that the exchange with respect to Company Options held by U.S. Persons shall be effected in a manner consistent with Section 409A of the Code. Therefore, in the event that the Newmarket Replacement Option In-The-Money Amount in respect of a Company Option would otherwise exceed the Company Option In-The-Money Amount in respect of the Newmarket Replacement Option, the number of Newmarket Shares which may be acquired on exercise of the Newmarket Replacement Option at and after the Effective Time will be adjusted accordingly with effect at and from the Effective Time to ensure that the Newmarket Replacement Option In-The-Money Amount in respect of the Newmarket Replacement Option does not exceed the Company Option In-The-Money Amount in respect of the Company Option and the ratio of the amount payable to acquire such shares to the value of such shares to be acquired shall be unchanged; and
- (e) each SAS Option outstanding immediately prior to the Effective Time, whether vested or not, will be exchanged for a Newmarket Replacement SAS Option to acquire from Newmarket the number of Newmarket Shares equal to the product of (A) the number of Company Shares subject to the SAS Option immediately before the Effective Time, and (B) the Option Exchange Ratio, provided that if the foregoing would result in the issuance of a fraction of a Newmarket Share on any particular exercise of Newmarket Replacement SAS Options, then the number of Newmarket Shares otherwise issued shall be rounded down to the nearest whole number of Newmarket Shares. The exercise price per Newmarket Share subject to any such Newmarket Replacement SAS Option shall be an amount equal to the quotient of (A) the exercise price per Company Share under the exchanged SAS Option immediately prior to the Effective Time divided by (B) the Option Exchange Ratio (provided that the aggregate exercise price payable on any particular exercise of Newmarket Replacement SAS Options shall be rounded up to the nearest whole cent). Except as set out above, the terms of each Newmarket Replacement SAS Option shall be the same as the terms of the SAS Option exchanged therefor pursuant to the SAS Option Plan and any agreement evidencing the grant thereof prior to the Effective Time. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such exchange and that the exchange with respect to the SAS Options held by U.S. Persons shall be effected in a manner consistent with Section 409A of the code. Therefore, in the event that the Newmarket Replacement SAS Option In-The-Money Amount in respect of a SAS Option would otherwise exceed the SAS Option In-The-Money Amount in respect of the Newmarket Replacement SAS Option, the number of Newmarket Shares which may be acquired on exercise of the Newmarket Replacement SAS Option at and after the Effective Time will be adjusted accordingly with effect at and from the Effective Time to ensure that the Newmarket Replacement SAS Option In-The-Money Amount in respect of the Newmarket Replacement SAS Option does not exceed the SAS Option In-The-Money Amount in respect of the SAS Option and

the ratio of the amount payable to acquire such shares to the value of such shares to be acquired shall be unchanged.

**ARTICLE 4  
OUTSTANDING CERTIFICATES AND FRACTIONAL SECURITIES**

- 4.1 From and after the Effective Time, any certificates representing Company Shares held by Former Company Shareholders shall represent only the right to receive the Consideration to which the holders are entitled under the Arrangement, or as to those held by Dissenting Shareholders, to receive the fair value of the Company Shares represented by such certificates.
- 4.2 Newmarket, as soon as practicable following the later of the Effective Date and the date of deposit by a Former Company Shareholder of a duly completed Letter of Transmittal and the certificates representing the Company Shares held by such Former Company Shareholder, will either:
- (a) forward or cause to be forwarded by first class mail (postage prepaid) to such Former Company Shareholder at the address specified in the Letter of Transmittal, or
  - (b) if requested by such Former Company Shareholder in the Letter of Transmittal, make available or cause to be made available at the Depositary for pickup by such Former Company Shareholder certificates,
- representing the number of Newmarket Shares issued to such holder under the Arrangement.
- 4.3 If any certificate which immediately prior to the Effective Time represented an interest in outstanding Company Shares that were transferred or cancelled pursuant to Section 3.1 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Depositary shall issue and deliver in exchange for such lost, stolen or destroyed certificate the Consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto). Unless otherwise agreed to by Newmarket, the person who is entitled to receive such Consideration shall, as a condition precedent to the receipt thereof, give a bond to Newmarket and the Depositary, which bond is in form and substance satisfactory to Newmarket and the Depositary, or shall otherwise indemnify Newmarket and its transfer agent against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.
- 4.4 All dividends and distributions made after the Effective Time with respect to any Newmarket Shares allotted and issued pursuant to this Arrangement but for which a certificate has not been issued shall be paid or delivered to the Depositary to be held by the Depositary in trust for the registered holder of such Newmarket Shares. All monies received by the Depositary shall be invested by it in interest-bearing trust accounts upon such terms as the Depositary may reasonably deem appropriate. Subject to this Section 4.4, the Depositary shall pay and deliver to any such registered holder, as soon as reasonably practicable after application therefor is made by the registered holder to the Depositary in such form as the Depositary may reasonably require, such distributions and any interest thereon to which such holder is entitled, net of any applicable withholding and other taxes.
- 4.5 Any certificate which immediately prior to the Effective Time represented Company Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature and, for greater certainty, the right of the Former Company Shareholder of such Company Shares to receive the Consideration shall be deemed to be surrendered to Newmarket together with all dividends, distributions or cash payments thereon held for such holder. For greater certainty, on such date, any certificate formerly representing Company Shares shall cease to represent a claim or interest of any kind or nature against Company or Newmarket.

- 4.6 In no event shall any holder of Company Shares be entitled to a fractional Newmarket Share. Where the aggregate number of Newmarket Shares to be issued to a Company Shareholder as Consideration under the Arrangement would result in a fraction of a Newmarket Share being issuable, the number of Newmarket Shares to be received by such Company Shareholder shall be rounded down to the nearest whole Newmarket Share.
- 4.7 Newmarket, Company and the Depositary and any person acting on their behalf shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any person pursuant to the Arrangement and from all dividends or other distributions otherwise payable to any former Company Securityholders such amounts as Newmarket, Company or the Depositary may be required to deduct and withhold therefrom under any provision of applicable laws in respect of taxes including without limitation any amounts payable to Dissenting Shareholders or payable in respect of Company Options, SAS Options or Company PSUs. To the extent that such amounts are so deducted, withheld and remitted, such amounts shall be treated for all purposes under this Plan of Arrangement as having been paid to the person to whom such amounts would otherwise have been paid.
- 4.8 Each of the Company, Newmarket and the Depositary and any person acting on their behalf is hereby authorized to sell or otherwise dispose of such portion of Newmarket Shares payable as Consideration as is necessary to provide sufficient funds to the Company, Newmarket or the Depositary, as the case may be, to enable it to implement such deduction or withholding, and the Company, the Newmarket or the Depositary will notify the holder thereof and remit to the holder any unapplied balance of the net proceeds of such sale.

#### **ARTICLE 5 DISSENTING SHAREHOLDERS**

- 5.1 Pursuant to the Interim Order, each registered holder of Company Shares shall have the right to dissent with respect to the Arrangement under the provisions of the CBCA, the Interim Order and the Final Order. A Dissenting Shareholder shall, at the Effective Time, cease to have any rights as a holder of Company Shares and shall only be entitled to be paid by Newmarket the fair value of the holder's Company Shares. A Dissenting Shareholder who is paid the fair value of the holder's Company Shares shall be deemed to have transferred the holder's Company Shares to Newmarket at the Effective Time, notwithstanding the provisions of the CBCA. A Dissenting Shareholder who, for any reason is not entitled to be paid the fair value of the holder's Company Shares, shall be treated as if the holder had participated in the Arrangement on the same basis as a non-dissenting holder of Company Shares, notwithstanding the provisions of the CBCA. The fair value of the Company Shares shall be determined as of the close of business on the last business day before the day on which the Arrangement is approved by the Company Shareholders at the Company Meeting; but in no event shall Company be required to recognize such Dissenting Shareholder as shareholders of Company after the Effective Time and the names of such holders shall be removed from the applicable Company register of shareholders as at the Effective Time. For greater certainty, in addition to any other restrictions in the CBCA, no person who has voted in favour of the Arrangement shall be entitled to dissent with respect to the Arrangement.

#### **ARTICLE 6 AMENDMENTS**

- 6.1 Company and Newmarket may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, 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 Company Meeting, approved by the Court; and (c) communicated to Company Shareholders if and as required by the Court.
- 6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Company and Newmarket at any time prior to or at the Company Meeting with or without any

other prior notice or communication, and if so proposed and accepted by the persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

- 6.3 Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Company Meeting shall be effective only if (a) it is consented to by each of Company and Newmarket; and (b) if required by the Court or applicable law, it is consented to by Company Shareholders.
- 6.4 Each of Newmarket and Company shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, elections, assurances, instruments or documents as may reasonably be required by any of them in order to implement this Plan of Arrangement and to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

**IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT  
INVOLVING KIRKLAND LAKE GOLD INC.**

Applicant

Court File No. CV-16-11571-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT  
TORONTO**

**FINAL ORDER**

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