

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "**Amending Agreement**") is made as of the 26th day of July, 2018.

BETWEEN:

GOLDSTRIKE RESOURCES LTD., a company duly incorporated under the laws of British Columbia, having an office at 1010 – 1130 West Pender Street, Vancouver, British Columbia V6E 4A4

("Goldstrike")

AND:

LUCKYSTRIKE RESOURCES LTD., a company duly incorporated under the laws of British Columbia, having an office at 1010 – 1130 West Pender Street, Vancouver, British Columbia V6E 4A4

("Luckystrike")

WHEREAS:

A. Goldstrike and Luckystrike have entered into an arrangement agreement dated May 15, 2018 (the "**Arrangement Agreement**") pursuant to which the Parties have agreed to complete a plan of arrangement under Part 9, Division 5 of the BCBCA on the terms of the Plan of Arrangement attached as Schedule A to the Arrangement Agreement; and

B. The Parties wish to amend the Arrangement Agreement to provide for certain administrative matters.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements and other good and valuable consideration hereinafter set forth, the receipt and sufficiency whereof is hereby acknowledged by each of the Parties, the parties to this Agreement agree as follows:

1. Defined Terms

In this Amending Agreement, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Arrangement Agreement, unless the context otherwise requires.

2. Amendments to Arrangement Agreement and Plan of Arrangement

The Arrangement Agreement is hereby amended as follows:

- (a) Section 1.1(i) shall be deleted in its entirety;
- (b) Section 2.4 shall be deleted in its entirety;

- (c) Section 2.5 shall be deleted in its entirety; and
- (d) the Plan of Arrangement attached as Schedule A to the Arrangement Agreement shall be deleted in its entirety and replaced with the Plan of Arrangement attached as Schedule A to this Amending Agreement.

3. Effect of Agreement

Other than the provisions of the Arrangement Agreement that are expressly being amended pursuant to Section 2 hereof, the Arrangement Agreement shall remain in full force and effect otherwise unamended by the operation of this Amending Agreement, and the terms and conditions of the Arrangement Agreement, as modified by this Amending Agreement, are hereby ratified and confirmed. Any reference to the Arrangement Agreement contained in the Arrangement Agreement or in any other document, instrument or agreement executed and/or delivered in connection with the Arrangement Agreement shall be deemed to be a reference to the Arrangement Agreement, as amended by this Amending Agreement.

4. Enurement

This Amending Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

5. Governing Law

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

6. Counterparts

This Amending Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Amending Agreement as of the date first written above.

GOLDSTRIKE RESOURCES LTD.

LUCKYSTRIKE RESOURCES LTD.

By: /s/ Terrence E. King
Authorized Signatory

By: /s/ Yilu (Lucy) Zhang
Authorized Signatory

SCHEDULE A

**PLAN OF ARRANGEMENT
UNDER SECTION 288 OF THE
*BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)***

**ARTICLE 1.
Interpretation**

1.1 Definitions

For the purpose of this Plan of Arrangement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) "**Arrangement**" means the arrangement to be completed under Part 9, Division 5 of the BCBCA, involving Goldstrike, Luckystrike and the Goldstrike Securityholders, on the terms and conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement and/or this Plan of Arrangement or made at the direction of the Court in the Final Order;
- (b) "**Arrangement Agreement**" means the arrangement agreement dated May 15, 2018 between Goldstrike and Luckystrike, as it may be supplemented or amended from time to time;
- (c) "**BCBCA**" means the *Business Corporations Act* (British Columbia) S.B.C. 2002, C. 57, as may be amended from time to time, including the regulations promulgated thereunder;
- (d) "**Business Day**" means a day other than a Saturday, Sunday or day on which banks are not open for business in Vancouver, British Columbia;
- (e) "**Court**" means the Supreme Court of British Columbia;
- (f) "**Depository**" Sangra Moller LLP, Solicitors for Goldstrike and Luckystrike;
- (g) "**Effective Date**" means the date that is three (3) Business Days after the last of the conditions precedent for the completion of the Arrangement have been satisfied or waived, or such earlier or later date as may be agreed by the Parties in writing;
- (h) "**Effective Time**" means 12:01 a.m. on the Effective Date;
- (i) "**Final Order**" means the order of the Court approving the Arrangement following the application to the Court pursuant to section 291 of the BCBCA, as such order may be amended by the Court (with the consent of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless

such appeal is withdrawn or denied, as affirmed or as amended (with the consent of the Parties, acting reasonably) on appeal;

- (j) "**Goldstrike**" means Goldstrike Resources Ltd., a company incorporated under the laws of the Province of British Columbia;
- (k) "**Goldstrike Class A Shares**" means the renamed and redesignated Goldstrike Shares, as described in Section 2.4(a)**Error! Reference source not found.** of this Plan of Arrangement;
- (l) "**Goldstrike Note**" means the promissory note which Goldstrike will create and issue to Luckystrike to redeem the Special Goldstrike Shares, as described in Section 2.4(e) of this Plan of Arrangement;
- (m) "**Goldstrike Options**" means an option to acquire a Goldstrike Share granted pursuant to the Goldstrike Option Plan;
- (n) "**Goldstrike Option Plan**" means the Goldstrike stock option plan most recently approved by the Goldstrike Shareholders on December 14, 2017;
- (o) "**Goldstrike Replacement Option**" means an option to acquire a New Goldstrike Share granted by Goldstrike to a holder of a Goldstrike Option pursuant to an Option Exchange, with the exercise price of each such Goldstrike Replacement Option determined in accordance with this Plan of Arrangement and the other terms and conditions of each such Goldstrike Replacement Option determined in accordance with the Goldstrike Option Plan and any agreements thereunder including, where necessary, appropriate adjustments to any performance-based or other vesting conditions, as such plan and agreements may be amended by the board of directors of Goldstrike or a committee thereof;
- (p) "**Goldstrike Replacement Warrant**" means a warrant to acquire a New Goldstrike Share to be issued by Goldstrike to a holder of a Goldstrike Warrant pursuant to a Warrant Exchange, with the exercise price of each such Goldstrike Replacement Warrant determined in accordance with this Plan of Arrangement and the other terms and conditions of the Goldstrike Replacement Warrant being those of the Goldstrike Warrant, *mutatis mutandis*, subject to such reasonable adjustment as may be necessary in the circumstances and are approved by the board of directors of Goldstrike;
- (q) "**Goldstrike Securities**" means, collectively, the Goldstrike Shares, the Goldstrike Options and the Goldstrike Warrants;
- (r) "**Goldstrike Securityholders**" means, collectively, the Goldstrike Shareholders and the holders of the Goldstrike Options and the Goldstrike Warrants;
- (s) "**Goldstrike Shareholders**" means the holders of Goldstrike Shares;

- (t) "**Goldstrike Shares**" means the common shares without par value in the capital of Goldstrike as the same are constituted on the date hereof;
- (u) "**Goldstrike Warrant**" means a common share purchase warrant of Goldstrike exercisable to acquire a Goldstrike Share;
- (v) "**Interim Order**" means the interim order of the Court following the application to the Court pursuant to section 291 of the BCBCA, providing for, among other things, the calling and holding of the Meeting, as such order may be amended, supplemented or varied by the Court (with the consent of the Parties, acting reasonably);
- (w) "**Luckystrike**" means Luckystrike Resources Ltd., a company incorporated under the laws of the Province of British Columbia;
- (x) "**Luckystrike Note**" means the promissory note which Luckystrike will create and issue to Goldstrike to redeem certain of the Luckystrike Reorganization Shares, as described in Section 2.4(f) of this Plan of Arrangement;
- (y) "**Luckystrike Option**" means an option to acquire a Luckystrike Share granted by Luckystrike to a holder of a Goldstrike Option pursuant to an Option Exchange, with the exercise price of each such Luckystrike Option determined in accordance with this Plan of Arrangement;
- (z) "**Luckystrike Reorganization Shares**" means the new preferred shares of Luckystrike, as more particularly described in Appendix II hereto, to be created and issued by Luckystrike to Goldstrike as consideration for the Transferred Property as set out in Section 2.4(d) of this Plan of Arrangement;
- (aa) "**Luckystrike Shares**" means the common shares without par value in the capital of Luckystrike as the same are constituted on the date hereof;
- (bb) "**Luckystrike Warrant**" means a common share purchase warrant of Luckystrike exercisable to acquire a Luckystrike Share, granted by Luckystrike to a holder of a Goldstrike Warrant pursuant to a Warrant Exchange, with the exercise price of each such Luckystrike Warrant determined in accordance with this Plan of Arrangement;
- (cc) "**Meeting**" means the special meeting of the Goldstrike Shareholders to be held for the purpose of, among other things, approving the Arrangement;
- (dd) "**New Goldstrike Shares**" means a new class of voting common shares without par value which Goldstrike will create and issue as described in Section 2.4(a)**Error! Reference source not found.** of this Plan of Arrangement and for which the Goldstrike Class A Shares are, in part, to be exchanged under the Arrangement, and which immediately after completion of the transactions comprising the Arrangement, will be identical in every relevant respect to the Goldstrike Shares;

- (ee) "**Option Exchange**" has the meaning attributed to that term in Subsection 2.4(k) of this Plan of Arrangement;
- (ff) "**Person**" includes any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, body corporate, trust, trustee, executor, administrator or other legal personal representative and the Crown or any agency or institution thereof;
- (gg) "**Plan of Arrangement**", "**hereto**", "**hereof**", "**hereby**", "**hereunder**" and similar expressions means this plan of arrangement, including the appendices hereto, and any amendments, variations or supplements hereto made in accordance with the terms hereof and the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order;
- (hh) "**Special Goldstrike Shares**" means the new preferred shares of Goldstrike, as more particularly described in Appendix I hereto, which Goldstrike will create and issue as described in Section 2.4(a)**Error! Reference source not found.** of this Plan of Arrangement and for which the Goldstrike Class A Shares are, in part, to be exchanged under the Plan of Arrangement;
- (ii) "**Subco**" means the company to be incorporated by Goldstrike under the laws of the Province of British Columbia on or before the Effective Date pursuant to the terms of the Arrangement Agreement;
- (jj) "**Subco Shares**" means the common shares without par value in the capital of Subco;
- (kk) "**Tax Act**" means the *Income Tax Act* (Canada), as may be amended from time to time, including the regulations promulgated thereunder;
- (ll) "**Transferred Property**" means all of the issued and outstanding Subco Shares held by Goldstrike immediately prior to the Effective Date; and
- (mm) "**Warrant Exchange**" has the meaning attributed to that term in Subsection 2.4(l) of this Plan of Arrangement.

1.2 Sections and Headings

The division of this Plan of Arrangement into Articles, Sections and other divisions and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Plan of Arrangement.

1.3 Number, Gender and Persons

In this Plan of Arrangement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall refer to Persons as defined in this Plan of Arrangement.

1.4 Severability

If any provision of this Plan of Arrangement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

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 Statute References

References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations or rules promulgated thereunder from time to time in effect.

1.7 Time

Time shall be of the essence in every matter or action contemplated hereunder.

ARTICLE 2. The Arrangement

2.1 Arrangement Agreement

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

2.2 Binding Effect

This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on (i) Goldstrike, (ii) Luckystrike, and (iii) the Goldstrike Securityholders, without any further act or formality required on the part of any Person, except as provided herein.

2.3 Corporate Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan of Arrangement involving corporate action of Goldstrike will occur and be effective as of the Effective Time, and will be authorized and approved under the Arrangement and by the Court, where appropriate, as part of the Final Order, in all respects and for all purposes without any requirement of further action by Goldstrike Shareholders, directors or officers of Goldstrike, other than as contemplated herein or in the Final Order.

2.4 Plan of Arrangement

Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following order without any further act or formality, and with each event or transaction occurring and being deemed to occur immediately after the occurrence of the immediately preceding event or transaction:

- (a) Reorganization of Capital. The authorized share capital of Goldstrike and its Notice of Articles and Articles will be altered by:
 - (i) renaming and redesignating all of the issued and unissued Goldstrike Shares as Goldstrike Class A Shares;
 - (ii) creating an unlimited number of common shares without par value as the New Goldstrike Shares; and
 - (iii) creating an unlimited number of preferred shares without par value, having the special rights and restrictions described in this Plan of Arrangement as the Special Goldstrike Shares.
- (b) Exchange of Goldstrike Class A Shares. Each Goldstrike Class A Share outstanding on the Effective Date will be deemed to be exchanged for one (1) New Goldstrike Share and one (1) Special Goldstrike Share without any further act or formality and such Goldstrike Shareholders shall cease to be the holders of the Goldstrike Class A Shares so exchanged;
- (c) Exchange of Special Goldstrike Shares. Each holder of Special Goldstrike Shares issued pursuant to (b) above will transfer to Luckystrike their Special Goldstrike Shares without any further act or formality. As sole consideration therefor, Luckystrike will exchange with each Goldstrike Shareholder one (1) Luckystrike Share for every seven (7) Special Goldstrike Shares so transferred;
- (d) Transfer of Transferred Property. Goldstrike will transfer the Transferred Property to Luckystrike in consideration for the issuance by Luckystrike to Goldstrike of one (1) Luckystrike Reorganization Share for each Subco Share transferred to Luckystrike, and in respect of such transfer:
 - (i) Goldstrike will jointly elect with Luckystrike, in prescribed form and within the time allowed by subsection 85(6) of the Tax Act, to have the provisions of subsection 85(1) of the Tax Act apply to the transfer of the Transferred Property; and
 - (ii) the amount added to the stated capital in respect of the Luckystrike Reorganization Shares issued as consideration for the transfer of the Transferred Property will be equal to the amount Goldstrike and Luckystrike agree to in their election referred to in Section 2.4(d)(i) above.

- (e) Goldstrike Note. Immediately after the transfer of the Transferred Property by Goldstrike to Luckystrike pursuant to (d) above, Goldstrike will redeem all of the Special Goldstrike Shares held by Luckystrike for an amount equal to their fair market value at that time and will issue to Luckystrike, as payment therefor, the Goldstrike Note, being a non-interest bearing demand promissory note having a principal amount and fair market value equal to the aggregate redemption amount and fair market value of the Special Goldstrike Shares so redeemed. Luckystrike will accept the Goldstrike Note as full satisfaction of the redemption price of the Special Goldstrike Shares so redeemed;
- (f) Luckystrike Note. Immediately after the transfer of the Transferred Property by Goldstrike to Luckystrike pursuant to (d) above, Luckystrike will redeem and cancel all of the Luckystrike Reorganization Shares issued to Goldstrike pursuant to (d) above for an amount equal to their fair market value at that time and will issue to Goldstrike, as payment therefor, the Luckystrike Note, being a non-interest bearing demand promissory note having a principal amount and fair market value equal to the aggregate redemption amount and fair market value of the Luckystrike Reorganization Shares so redeemed. Goldstrike will accept the Luckystrike Note as full satisfaction of the redemption price of the Luckystrike Reorganization Shares so redeemed;
- (g) Principal Amount of Goldstrike Note and Luckystrike Note. The principal amount and fair market value of the Goldstrike Note, and the principal amount and fair market value of the Luckystrike Note, will be equal to each other;
- (h) Set-Off. Goldstrike will satisfy the principal amount of the Goldstrike Note by transferring to Luckystrike the Luckystrike Note, which will be accepted by Luckystrike in full payment of Goldstrike's obligation. Concurrently, Luckystrike will satisfy the principal amount of the Luckystrike Note by transferring to Goldstrike the Goldstrike Note, which will be accepted by Goldstrike in full payment of Luckystrike's obligation. The Goldstrike Note and the Luckystrike Note will each be marked paid in full and cancelled;
- (i) Redesignation of Goldstrike Shares. The Goldstrike Class A Shares and the Special Goldstrike Shares, none of which will be allotted and issued once the steps referred to in (b), (c), (d) and (e) above are completed, will be cancelled and the authorized capital of Goldstrike and its Notice of Articles and Articles shall be amended by deleting the Goldstrike Class A Shares and the Special Goldstrike Shares as classes of shares of Goldstrike;
- (j) Cancellation of Luckystrike Reorganization Shares. The Luckystrike Reorganization Shares, none of which will be allotted and issued once the steps referred to in (d) and (f) above are completed, will be cancelled and the authorized capital of Luckystrike and its Notice of Articles and Articles shall be amended by deleting the Luckystrike Reorganization Shares as a class of shares of Luckystrike;

- (k) Exchange of Options. All outstanding Goldstrike Options shall be cancelled and terminated and cease to represent any right or claim whatsoever and as sole consideration therefor:
- (i) Goldstrike shall grant to the former holders of Goldstrike Options, one (1) Goldstrike Replacement Option for each Goldstrike Option previously held; and
 - (ii) Luckystrike shall grant to the former holders of Goldstrike Options, one (1) Luckystrike Option for every seven (7) Goldstrike Options previously held (the "**Option Exchange**"),

which options shall have the same terms and conditions as to vesting schedule, tenure and method of exercise as the corresponding Goldstrike Options; provided that: (A) the original exercise price of the Goldstrike Options shall be allocated to the Goldstrike Replacement Options and the Luckystrike Options acquired by the holder pursuant to the Option Exchange, in such proportion as may be determined by Goldstrike and Luckystrike to reflect the comparative fair market values of Goldstrike and Luckystrike as at the Effective Date; (B) Luckystrike Options granted to directors and/or officers of Goldstrike who do not become directors and/or officers of Luckystrike shall expire one (1) year following the completion of the Arrangement; and (C) Luckystrike Options granted to consultants of Goldstrike who do not become consultants of Luckystrike shall expire in accordance with the terms of such consultant's engagement; and

- (l) Exchange of Warrants. All outstanding Goldstrike Warrants shall be cancelled and terminated and cease to represent any right or claim whatsoever and as sole consideration therefor:
- (i) Goldstrike shall grant to the former holders of Goldstrike Warrants, one (1) Goldstrike Replacement Warrant for each Goldstrike Warrant previously held; and
 - (ii) Luckystrike shall grant to the former holders of Goldstrike Warrants, one (1) Luckystrike Warrant for every seven (7) Goldstrike Warrants previously held (the "**Warrant Exchange**"),

which warrants shall have the same terms and conditions as to tenure and method of exercise as the corresponding Goldstrike Warrants; provided that the original exercise price of the Goldstrike Warrants shall be allocated to the Goldstrike Replacement Warrants and the Luckystrike Warrants acquired by the holder pursuant to the Warrant Exchange, in such proportion as may be determined by Goldstrike and Luckystrike to reflect the comparative fair market values of Goldstrike and Luckystrike as at the Effective Date.

2.5 No Fractional Shares

Notwithstanding any other provision of this Arrangement, no fractional Luckystrike Shares,

Luckystrike Options or Luckystrike Warrants shall be distributed to the Goldstrike Securityholders and as a result all fractional share amounts arising under such Section 2.4 shall be rounded down to the nearest whole number. Any Luckystrike Shares, Luckystrike Options or Luckystrike Warrants not distributed as a result of such rounding shall be dealt with as determined by the board of directors of Luckystrike in its absolute discretion.

2.6 Deemed Time for Redemption

In addition to the chronological order in which the transactions and events set out in Section 2.4 shall occur and shall be deemed to occur, the time of the Effective Date for the exchange of Special Goldstrike Shares for Luckystrike Shares set out in Section 2.4(c) shall occur and shall be deemed to occur immediately after the time of listing of the Luckystrike Shares on the TSX Venture Exchange on the Effective Date.

2.7 Deemed Fully Paid and Non-Assessable Shares

All Special Goldstrike Shares, New Goldstrike Shares, Luckystrike Shares and Luckystrike Reorganization Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

2.8 Supplementary Actions

Notwithstanding that the transactions and events set out in Section 2.4 shall occur and shall be deemed to occur in the chronological order set out therein without any act or formality, each of Goldstrike and Luckystrike 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 Section 2.4, 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.

2.9 Transfer and Assignment

Each Goldstrike Shareholder immediately prior to the Effective Time shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such Goldstrike Shares to Goldstrike in accordance with this Article 2.

ARTICLE 3. Certificates

3.1 Luckystrike Share Certificates

As soon as practicable following the Effective Date, Luckystrike shall cause to be issued to the registered holders of the Goldstrike Shares as of the Effective Date, share certificates representing the Luckystrike Shares of which each such Goldstrike Shareholder will be the

registered holder at the close of business on the Effective Date, and shall cause such share certificates to be delivered or mailed to such registered shareholders.

3.2 New Share Certificates

From and after the Effective Date, share certificates representing Goldstrike Shares shall for all purposes be deemed to be share certificates representing New Goldstrike Shares, and no new share certificates shall be issued in connection with the issuance of New Goldstrike Shares pursuant to Section 2.4(b).

3.3 Transfer After the Effective Date

Any Goldstrike Shares traded after the Effective Date will represent New Goldstrike Shares as of the Effective Date and shall not carry any rights to receive Luckystrike Shares.

3.4 Goldstrike Class A Shares

Recognizing that the Goldstrike Shares shall be renamed and re-classified as Goldstrike Class A Shares pursuant to Section 2.4(a) and that the Goldstrike Class A Shares shall be exchanged partially for New Goldstrike Shares pursuant to Section 2.4(b), Goldstrike shall not issue replacement share certificates representing the Goldstrike Class A Shares.

3.5 Luckystrike Reorganization Shares

Recognizing that the Luckystrike Reorganization Shares issued to Goldstrike under Section 2.4(d) shall be redeemed by Luckystrike pursuant to the provisions of Section 2.4(f), Luckystrike shall issue one share certificate representing all of the Luckystrike Reorganization Shares registered in the name of Goldstrike, which share certificate shall be held by the Depository until such shares are redeemed by Luckystrike and such certificate shall then be cancelled by the Depository.

3.6 Special Goldstrike Shares

Recognizing that all of the Special Goldstrike Shares issued to Goldstrike Shareholders under Section 2.4(b) will be transferred by the Goldstrike Shareholders to Luckystrike in exchange for Luckystrike Shares under Section 2.4(c), and that such Special Goldstrike Shares will then be purchased by Goldstrike for cancellation under Section 2.4(e), Goldstrike shall issue one share certificate representing all of the Special Goldstrike Shares issued pursuant to Section 2.4(b) in trust for the Goldstrike Shareholders, which share certificate will be held by the Depository for the benefit of the Goldstrike Shareholders and thereafter for the benefit of Luckystrike until such Special Goldstrike Shares are purchased by Goldstrike, and such certificate shall then be cancelled by the Depository.

3.7 Warrant Certificates

As soon as reasonably practicable following the Effective Date, Goldstrike and Luckystrike will cause to be delivered to the former holders of Goldstrike Warrants as of the Effective Date in accordance with the terms hereof, warrant certificates representing the Goldstrike Replacement

Warrants and Luckystrike Warrants to which such former holders of Goldstrike Warrants are entitled following the Arrangement.

3.8 Option Agreements

As soon as reasonably practicable following the Effective Date, Goldstrike and Luckystrike will cause to be delivered to the former holders of Goldstrike Options as of the Effective Date in accordance with the terms hereof, duly executed option agreements representing the Goldstrike Replacement Options and Luckystrike Options to which such former holders of Goldstrike Options are entitled following the Arrangement.

3.9 Paramountcy

From and after the Effective Time: (i) this Plan of Arrangement shall take precedence and priority over any and all Goldstrike Securities issued prior to the Effective Time; (ii) the rights and obligations of the Goldstrike Securityholders and Goldstrike, Luckystrike, the Depository and any transfer agent or other depository therefor in relation thereto, shall be solely as provided in this Plan of Arrangement; and (iii) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Goldstrike Securities shall be deemed to have been settled, compromised, released, and determined without liability to Goldstrike or Luckystrike except as set forth herein.

ARTICLE 4. Amendments and Withdrawal

4.1 Amendments

- (a) Goldstrike and Luckystrike reserve the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Date, provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court prior to the issuance of the Final Order.
- (b) Save and except as may be otherwise provided in the Interim Order, any amendment, modification or supplement to this Plan of Arrangement may be proposed by either of Goldstrike or Luckystrike and at any time prior to the Meeting with or without any other prior notice or communication to the Goldstrike Shareholders, and if so proposed and accepted by the Goldstrike Shareholders voting at the Meeting, will become part of this Plan of Arrangement for all purposes. Subject to Section 4.1(c), if such amendment, modification or supplement is made following the Meeting, it shall be approved by the Court and, if required by the Court, communicated to the Goldstrike Shareholders, and will become part of the Arrangement upon completion of all the conditions required in the Court approval.
- (c) Any amendment, modification or supplement to this Plan of Arrangement may be made by Goldstrike and Luckystrike without approval of the Goldstrike Shareholders provided that it concerns a matter which, in the reasonable opinion

of Goldstrike and Luckystrike, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not materially adverse to the financial or economic interests of any of the Goldstrike Shareholders.

4.2 Withdrawal

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 5. Termination

5.1 Termination

This Plan of Arrangement will automatically terminate and be of no further force and effect upon the termination of the Arrangement Agreement in accordance with its terms.

**APPENDIX I
SPECIAL RIGHTS AND RESTRICTIONS FOR THE
PREFERRED SHARES
OF GOLDSTRIKE RESOURCES LTD.**

1.1 The Special Goldstrike Shares

The Preferred Shares (the "**Special Goldstrike Shares**") shall have attached thereto the following special rights, privileges, restrictions and conditions:

- (a) Voting. The holders of the New Goldstrike Shares and the Goldstrike Class A Shares shall be entitled as such to receive notice of, attend and vote at any meeting of the shareholders of the Corporation. The holders of the Special Goldstrike Shares are not entitled to receive notice of nor to attend any general meeting of the shareholders of the Corporation and, if in attendance, will not be entitled to vote at such meeting. A holder of Special Goldstrike Shares will only be entitled to notice of and to attend and vote at meetings of the holders of Special Goldstrike Shares.
- (b) Dividends. Subject to the prior rights of holders of any shares of the Corporation ranking in priority to the Special Goldstrike Shares, the holders of the Special Goldstrike Shares shall be entitled to receive, if, as and when declared by the Board of Directors, non-cumulative cash dividends in an amount or amounts to be determined by the Board of Directors from time to time.
- (c) Redemption. Subject to applicable law, the Corporation may, with or without notice, redeem at any time any of the then outstanding Special Goldstrike Shares on payment in cash or property for each Special Goldstrike Share of an amount equal to the Special Goldstrike Share Redemption Amount, and the Board of Directors may authorize any person to conclusively determine the Special Goldstrike Share Redemption Amount at any time, such determination to be evidenced by a certificate of such person. The Special Goldstrike Share Redemption Amount will be the specified amount for the purposes of the Tax Act.
- (d) Retraction. Subject to applicable law, the holder of Special Goldstrike Shares is entitled to require the Corporation to redeem the Special Goldstrike Shares at any time for an amount equal to the Special Goldstrike Share Redemption Amount.
- (e) Restriction on Payments to other Classes. Notwithstanding any other provision contained in the Articles of the Corporation, no dividends shall be paid on any class of shares of the Corporation other than the Special Goldstrike Shares, if there are reasonable grounds to believe that the realizable value of the net assets of the Corporation, after payment of the dividends would be less than the aggregate of the Special Goldstrike Share Redemption Amount relating to all of the Special Goldstrike Shares then outstanding.

- (f) Dissolution. In the event of liquidation, dissolution or winding-up of the Corporation or other return of capital by the Corporation, whether voluntary or involuntary, the holders of the Special Goldstrike Shares are entitled to receive, before any distribution of any part of the profits and assets of the Corporation among the holders of any other shares, a payment of an amount equal to the Special Goldstrike Share Redemption Amount to the extent of the amount of value of property available under applicable law for payment to shareholders upon such liquidation, dissolution or winding-up, and will be entitled to no more than the amount of that payment.

1.2 Definitions

In these Special Rights and Restrictions:

- (a) "**Act**" means the *Business Corporations Act* (British Columbia) S.B.C. 2002, C. 57, as may be amended from time to time, including the regulations promulgated thereunder;
- (b) "**Arrangement**" means the arrangement pursuant to Part 9, Division 5 of the Act as contemplated by the Arrangement Agreement;
- (c) "**Arrangement Agreement**" means the Arrangement Agreement, dated as of May 15, 2018 between the Corporation and Luckystrike, and all amendments thereto;
- (d) "**Board of Directors**" means the board of directors of the Corporation;
- (e) "**Butterfly Proportion**" means the fraction A/B where:
- A is the net fair market value of the Transferred Property to be transferred by the Corporation to Luckystrike, determined immediately before such transfer; and
- B is the net fair market value of all property owned by the Corporation immediately before the transfer of the Transferred Property to Luckystrike.
- (f) "**Corporation**" means Goldstrike Resources Ltd.;
- (g) "**Effective Date**" means the date upon which the Arrangement becomes effective;
- (h) "**Goldstrike Class A Shares**" means the renamed and redesignated Goldstrike Shares as described in Section 2.4(a) in the Plan of Arrangement;
- (i) "**Goldstrike Shares**" means the issued voting common shares of the Corporation;
- (j) "**Luckystrike**" means Luckystrike Resources Ltd.;
- (k) "**Luckystrike Shares**" means the issued voting common shares of Luckystrike;

- (l) "**New Goldstrike Shares**" means the new voting common shares of the Corporation, identical in terms to the Goldstrike Shares, for which the Goldstrike Shares are, in part, to be exchanged pursuant to the Arrangement;
- (m) "**Plan of Arrangement**" means the plan of arrangement attached to the Arrangement Agreement as Schedule A, as the same may be amended from time to time;
- (n) "**Special Goldstrike Share Redemption Amount**" means the aggregate fair market value of the Goldstrike Shares outstanding immediately before the exchange of the Goldstrike Shares, multiplied by the Butterfly Proportion, then divided by the number of Special Goldstrike Shares issued and outstanding, plus any declared but unpaid dividends thereon;
- (o) "**Special Goldstrike Shares**" means the Preferred Shares described in Section 1.1 above;
- (p) "**Subco**" means the company to be incorporated by Goldstrike under the laws of the Province of British Columbia on or before the Effective Date pursuant to the terms of the Arrangement Agreement;
- (q) "**Subco Shares**" means the issued voting common shares of Subco;
- (r) "**Tax Act**" means the *Income Tax Act* (Canada), as may be amended from time to time, including the regulations promulgated thereunder; and
- (s) "**Transferred Property**" means all of the issued and outstanding Subco Shares held by the Corporation immediately prior to the Effective Date, which are to be transferred to Luckystrike pursuant to Section 2.4(d) of the Plan of Arrangement.

1.3 Issuance of Special Goldstrike Shares

On the Effective Date and subject to the provisions of the Act, pursuant to Section 2.4(b) of the Plan of Arrangement, each Goldstrike Class A Share shall be exchanged for one (1) New Goldstrike Share and one (1) Special Goldstrike Share.

1.4 Automatic Transfer

On the Effective Date and subject to the provisions of the Act, pursuant to Section 2.4(c) of the Plan of Arrangement each holder of Special Goldstrike Shares will transfer to Luckystrike their Special Goldstrike Shares (having an aggregate fair market value equal to the fair market value of the Transferred Property) for such number of Luckystrike Shares equal to one (1) Luckystrike Share for every seven (7) Special Goldstrike Shares so transferred, such Luckystrike Shares having an aggregate fair market value equal to the fair market value of the Special Goldstrike Shares so transferred. Such transfer will occur without any notice or other act or formality required by the Corporation, Luckystrike or the holders of the Special Goldstrike Shares, and the holders shall cease to be entitled to any right in respect of such shares except the right to receive the Luckystrike Shares, unless the issuance of the Luckystrike Shares is not made by Luckystrike

in accordance with the stated terms of the Plan of Arrangement and this Section 1.4, in which case the rights of the holders of such shares shall remain unimpaired.

1.5 Automatic Purchase for Cancellation

On the Effective Date and subject to the provisions of the Act, the Special Goldstrike Shares transferred to Luckystrike pursuant to Section 1.4 above, will pursuant to Section 2.4(e) of the Plan of Arrangement be redeemed by the Corporation for cancellation by issuing to Luckystrike, as payment therefor, a demand non-interest bearing promissory note having a principal amount and fair market value equal to the fair market value of the Special Goldstrike Shares at that time (the "**Note**"), and Luckystrike will accept the Note as full satisfaction for the redemption price of its Special Goldstrike Shares so redeemed, without any notice or other act or formality required by the Corporation or Luckystrike, and Luckystrike shall cease to be entitled to any right in respect of such shares except the right to receive the Note, unless the issuance of the Note is not made by the Corporation in accordance with the stated terms of the Plan of Arrangement and this Section 1.5, in which case the rights of Luckystrike shall remain unimpaired.

APPENDIX II
SPECIAL RIGHTS AND RESTRICTIONS FOR THE
PREFERRED SHARES
OF LUCKYSTRIKE RESOURCES LTD.

1.1 The Reorganization Shares

The Preferred Shares (the "**Reorganization Shares**") shall have attached thereto the following special rights, privileges, restrictions and conditions:

- (a) Voting. The holders of the Reorganization Shares shall be entitled as such to receive notice of, attend and vote at any meeting of the shareholders of the Corporation.
- (b) Dividends. Subject to the prior rights of holders of any shares of the Corporation ranking in priority to the Reorganization Shares, the holders of the Reorganization Shares shall be entitled to receive, if, as and when declared by the Board of Directors, non-cumulative cash dividends in an amount or amounts to be determined by the Board of Directors from time to time.
- (c) Redemption. Subject to applicable law, the Corporation may, with or without notice, redeem at any time any of the then outstanding Reorganization Shares on payment in cash or property for each Reorganization Share of an amount equal to the Reorganization Share Redemption Amount, and the Board of Directors may authorize any person to conclusively determine the Reorganization Share Redemption Amount at any time, such determination to be evidenced by a certificate of such person. The Reorganization Share Redemption Amount will be the specified amount for the purposes of the Tax Act.
- (d) Retraction. Subject to applicable law, the holder of the Reorganization Shares is entitled to require the Corporation to redeem the Reorganization Shares at any time for an amount equal to the Reorganization Share Redemption Amount.
- (e) Restriction on Payments to other Classes. Notwithstanding any other provision contained in the Articles of the Corporation, no dividends shall be paid on any class of shares of the Corporation other than the Reorganization Shares, if there are reasonable grounds to believe that the realizable value of the net assets of the Corporation, after payment of the dividends would be less than the aggregate of the Reorganization Share Redemption Amount relating to all of the Reorganization Shares then outstanding.
- (a) Dissolution. In the event of liquidation, dissolution or winding-up of the Corporation or other return of capital by the Corporation, whether voluntary or involuntary, the holders of the Reorganization Shares are entitled to receive, before any distribution of any part of the profits and assets of the Corporation among the holders of any other shares, a payment of an amount equal to the Reorganization Share Redemption Amount to the extent of the amount of value of property available under applicable law for payment to shareholders upon such liquidation, dissolution or winding-up, and will be entitled to no more than the amount of that payment.

1.2 Definitions

In these Special Rights and Restrictions:

- (a) "**Act**" means the *Business Corporations Act* (British Columbia) S.B.C. 2002, C. 57, as may be amended from time to time, including the regulations promulgated thereunder;
- (b) "**Arrangement**" means the arrangement pursuant to Part 9, Division 5 of the Act as contemplated by the Arrangement Agreement;
- (c) "**Arrangement Agreement**" means the Arrangement Agreement, dated as of May 15, 2018 between the Corporation and Goldstrike, and all amendments thereto;
- (d) "**Board of Directors**" means the board of directors of the Corporation;
- (e) "**Corporation**" means Luckystrike Resources Ltd.;
- (f) "**Effective Date**" means the date upon which the Arrangement becomes effective;
- (g) "**Goldstrike**" means Goldstrike Resources Ltd.;
- (h) "**Luckystrike Shares**" means the issued voting common shares of Luckystrike;
- (i) "**Plan of Arrangement**" means the plan of arrangement attached to the Arrangement Agreement as Schedule A, as the same may be amended from time to time;
- (j) "**Reorganization Share Redemption Amount**" means the aggregate fair market value of the Transferred Property at the time of transfer to the Corporation less any liabilities, divided by the number of Reorganization Shares issued in consideration therefor, plus any declared but unpaid dividends thereon;
- (k) "**Reorganization Shares**" means the Preferred Shares described in Section 1.1 above;
- (t) "**Subco**" means the company to be incorporated by Goldstrike under the laws of the Province of British Columbia on or before the Effective Date pursuant to the terms of the Arrangement Agreement;
- (u) "**Subco Shares**" means the issued voting common shares of Subco;
- (v) "**Tax Act**" means the *Income Tax Act* (Canada), as may be amended from time to time, including the regulations promulgated thereunder; and
- (w) "**Transferred Property**" means all of the issued and outstanding Subco Shares held by Goldstrike immediately prior to the Effective Date, which are to be transferred to the Corporation pursuant to Section 2.4(d) of the Plan of Arrangement.

1.3 Issuance of Reorganization Shares

On the Effective Date and subject to the provisions of the Act, pursuant to Section 2.4(d) of the Plan of Arrangement, the Corporation will issue to Goldstrike a number of Reorganization Shares in exchange for the transfer by Goldstrike to the Corporation of the Transferred Property, where:

- (a) the amount to be specified in respect of each Reorganization Share so issued will:
 - (i) be pursuant to a resolution of the Board of Directors;
 - (ii) be expressed as a dollar amount;
 - (iii) not be determined by a formula; and
 - (iv) not exceed the net fair market value of the Transferred Property received by the Corporation in consideration for its issuance;
- (b) such issuance will occur without any notice or other act or formality required by the Corporation or Goldstrike.

1.4 Automatic Purchase for Cancellation

On the Effective Date and subject to the provisions of the Act, the Reorganization Shares issued to Goldstrike pursuant to Section 1.3 above, will pursuant to Section 2.4(f) of the Plan of Arrangement be purchased by the Corporation for cancellation by issuing to Goldstrike, as payment therefor, a demand non-interest bearing promissory note having a principal amount and fair market value equal to the fair market value of the Reorganization Shares at that time (the "**Note**"), and Goldstrike will accept the Note as full satisfaction for the purchase price of its Reorganization Shares so purchased, without any notice or other act or formality required by the Corporation or Goldstrike, and Goldstrike shall cease to be entitled to any right in respect of such shares except to receive the Note, unless the issuance of the Note is not made by the Corporation in accordance with the stated terms of the Plan of Arrangement and this Section 1.4, in which case the rights of Goldstrike shall remain unimpaired.