



MANAGEMENT INFORMATION CIRCULAR

for the Special Meeting of Shareholders

of

GOLDSTRIKE RESOURCES LTD.

to be held on July 26, 2018

June 25, 2018

These materials are important and require your immediate attention. They require shareholders of Goldstrike Resources Ltd. to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal or other professional advisors. If you have any questions or require more information with regard to voting your shares, please contact Goldstrike Resources Ltd.



June 25, 2018

Dear Fellow Shareholder,

The Board of Directors of Goldstrike Resources Ltd. ("**Goldstrike**") cordially invites you to attend a special meeting (the "**Meeting**") of its shareholders (the "**Goldstrike Shareholders**") to be held at 10:00 a.m. (Vancouver time) on July 26, 2018 at 1000 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia.

At the Meeting, you will be asked to consider and vote upon a resolution (the "**Arrangement Resolution**") approving a plan of arrangement (the "**Arrangement**") under the *Business Corporations Act* (British Columbia), S.B.C., 2002, c.57, pursuant to which, among other things:

- Goldstrike will indirectly transfer its six 100% owned properties in the White Gold District, Yukon, to its wholly-owned subsidiary, Luckystrike Resources Ltd. ("**Luckystrike**"); and
- Goldstrike Shareholders will receive one common share of Luckystrike for every seven common shares of Goldstrike held,

all as more fully set forth in the enclosed management information circular (the "**Circular**").

The Board of Directors has determined that the terms of the Arrangement are in the best interests of Goldstrike for the following reasons, among other things:

- the separation of Goldstrike's White Gold District properties into a separate public company is expected to position such assets to be valued on a standalone basis, which Goldstrike believes will potentially unlock value for the Goldstrike Shareholders;
- the transaction will allow Goldstrike's management to focus their efforts on its existing strategic partnership with Newmont Mining Corporation on the Plateau Project, Yukon, with Luckystrike's management focused on the exploration and development of the White Gold District properties;
- as a result of concurrent financings, which are described in more detail in the accompanying Circular, Luckystrike is expected to have a strong balance sheet and be well-positioned to carry out exploration and development of the White Gold District properties; and
- the transaction provides Goldstrike Shareholders the optionality of participating in both Goldstrike and Luckystrike.

Completion of the Arrangement is subject to customary conditions, including, among others, requisite approval of the Arrangement Resolution by Goldstrike Shareholders and approval by the Supreme Court of British Columbia.

Please refer to the enclosed Circular for detailed information regarding the Arrangement and the transactions contemplated thereunder. For the Arrangement to proceed, the Arrangement Resolution must

be approved by at least $66\frac{2}{3}\%$ of the votes cast by Goldstrike Shareholders, present in person or by proxy and entitled to vote at the Meeting.

Please find enclosed a Notice of Special Meeting, the Circular and a form of proxy, which contain important information respecting the Arrangement and the Meeting. These documents are also available on SEDAR at www.sedar.com. We urge you to read these materials carefully in consultation with your tax, financial, legal or other professional advisors.

Your vote is important regardless of how many Goldstrike shares you own. The Board of Directors recommends that Goldstrike Shareholders vote in favour of the Arrangement Resolution approving the Arrangement.

On behalf of the Board of Directors, I would like to thank all Goldstrike Shareholders for their ongoing support.

Sincerely,

/s/ Terrence E. King

Terrence E. King
President and Chief Executive Officer



**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON JULY 26, 2018**

TO: THE HOLDERS OF COMMON SHARES OF GOLDSTRIKE RESOURCES LTD.

NOTICE IS HEREBY GIVEN that a Special Meeting (the "**Meeting**") of the holders of common shares of Goldstrike Resources Ltd. ("**Goldstrike**") will be held at 1000 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia, on July 26, 2018 at 10:00 a.m. (Vancouver time) for the following purposes:

1. to consider, pursuant to an interim order of the Supreme Court of British Columbia dated June 25, 2018 (the "**Interim Order**") and, if deemed advisable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**"), the full text of which is set forth at Schedule "A" to the accompanying management information circular (the "**Circular**"), approving an arrangement (the "**Arrangement**") under Division 5, Part 9 of the *Business Corporations Act*, S.B.C., 2002, c.57 (the "**BCBCA**") involving Goldstrike, the securityholders of Goldstrike and Luckystrike Resources Ltd. ("**Luckystrike**"), all as more particularly described in the accompanying Circular;
2. subject to the approval of the Arrangement Resolution, to consider, and if deemed advisable, to pass, with or without variation, an ordinary resolution (the "**Option Plan Resolution**"), the full text of which is set forth at Schedule "B" to the accompanying Circular, approving the implementation of a stock option plan for Luckystrike; and
3. to transact such other business as may properly be put before the Meeting and any and all adjournment(s) or postponement(s) thereof.

Accompanying this Notice of Special Meeting are the Circular, which sets out important information regarding the Arrangement, and a form of proxy relating to the Meeting.

The Board of Directors of Goldstrike has fixed the close of business (Vancouver time) on June 14, 2018 as the record date for determining shareholders who are entitled to receive notice of the Meeting and attend and vote at the Meeting and any adjournment(s) or postponement(s) thereof.

Copies of the Arrangement Resolution, the Option Plan Resolution, the Arrangement Agreement between Goldstrike and Luckystrike, the Interim Order and the Notice of Application (as defined herein or in the Circular) are attached to the Circular as Schedules "A", "B", "C", "D" and "E", respectively. The foregoing documents are also available for inspection prior to the Meeting at 1000 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia, during regular business hours.

Registered Goldstrike shareholders at the close of business (Vancouver time) on June 14, 2018 will be entitled to vote at the Meeting. Goldstrike shareholders who are unable to attend the Meeting in person

are requested to sign, date and return the enclosed form of proxy in accordance with the instructions set forth on the form in the appropriate return envelope addressed to: Computershare Trust Company of Canada, Attention: Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1. Registered shareholders of Goldstrike can also vote their proxies by telephone or the internet in accordance with the instructions provided in the form of proxy. In order to be valid for use at the Meeting, proxies must be received by 10:00 a.m. (Vancouver time) on July 24, 2018 or, if the Meeting is adjourned or postponed, 48 hours prior to the time in which the Meeting has been adjourned or postponed, excluding Saturdays, Sundays and holidays. The Chairman of the Meeting has the discretion to accept proxies received after such time.

Non-registered Goldstrike shareholders who receive these materials through their broker or other intermediary should carefully follow the instructions provided by their broker or intermediary.

The Goldstrike Board of Directors recommends that shareholders vote IN FAVOUR of the Arrangement Resolution and the Option Plan Resolution. In the absence of any instructions to the contrary, the common shares represented by proxies appointing the management designees named in the accompanying form of proxy will be voted in favour of the Arrangement Resolution and the Option Plan Resolution.

DATED at Vancouver, British Columbia this 25th day of June, 2018.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ Terrence E. King

Terrence E. King

President and Chief Executive Officer

TABLE OF CONTENTS

	PAGE
NOTICE TO GOLDSTRIKE SHAREHOLDERS IN THE UNITED STATES	I
FORWARD-LOOKING STATEMENTS	I
DOCUMENTS INCORPORATED BY REFERENCE.....	II
GLOSSARY OF DEFINED TERMS.....	IV
SUMMARY	XIII
THE MEETING	XIII
THE ARRANGEMENT.....	XIII
THE GOLDSTRIKE PLACEMENT AND THE SUBSCRIPTION RECEIPT FINANCING	XIII
EFFECT OF THE ARRANGEMENT ON OPTIONS AND WARRANTS	XIV
REASONS FOR THE ARRANGEMENT	XV
CONDITIONS TO THE ARRANGEMENT.....	XV
APPROVAL AND RECOMMENDATION OF THE BOARD OF DIRECTORS	XVI
PROCEDURE FOR ARRANGEMENT BECOMING EFFECTIVE	XVI
APPROVAL OF TSX VENTURE EXCHANGE	XVII
CANADIAN SECURITIES LAW CONSIDERATIONS	XVII
U.S. SECURITIES LAW CONSIDERATIONS.....	XVII
EXCHANGE OF SHARE CERTIFICATES.....	XVIII
CANADIAN FEDERAL INCOME TAX CONSIDERATIONS.....	XVIII
U.S. FEDERAL INCOME TAX ADVISORY.....	XIX
INFORMATION CONCERNING GOLDSTRIKE AND LUCKYSTRIKE	XIX
INTEREST OF INSIDERS, PROMOTERS OR CONTROL PERSONS	XIX
SELECTED UNAUDITED PRO FORMA CONSOLIDATED CAPITALIZATION	XX
TIMING.....	XXI
RISK FACTORS	XXI
ACCOMPANYING DOCUMENTS	XXI
MANAGEMENT INFORMATION CIRCULAR	1
VOTING INFORMATION.....	1
SOLICITATION OF PROXIES	1
RECORD DATE	1
APPOINTMENT OF PROXYHOLDERS	2
REVOCABILITY OF PROXY	2
VOTING OF SHARES AND PROXIES AND EXERCISE OF DISCRETION BY DESIGNATED PERSONS ...	3
NON-REGISTERED HOLDERS.....	3
VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF	4
THE ARRANGEMENT	5
PURPOSE OF THE ARRANGEMENT.....	5
REASONS FOR THE ARRANGEMENT	5
THE ARRANGEMENT.....	6
EXCHANGE OF SECURITIES.....	8
LETTER OF TRANSMITTAL.....	8
CANCELLATION AFTER SIX YEARS	9
EFFECT OF THE ARRANGEMENT ON OPTIONS AND WARRANTS	9
FRACTIONAL SHARES	10

THE ARRANGEMENT AGREEMENT	10
THE GOLDSTRIKE PLACEMENT AND THE SUBSCRIPTION RECEIPT FINANCING	10
EFFECTIVE DATE OF THE ARRANGEMENT.....	11
CONDITIONS TO CLOSING.....	11
RECOMMENDATION OF THE BOARD OF DIRECTORS.....	12
PROCEDURE FOR THE ARRANGEMENT TO BECOME EFFECTIVE.....	12
REQUIRED SHAREHOLDER APPROVAL	13
REQUIRED COURT APPROVALS	13
APPROVAL OF THE EXCHANGE.....	14
CERTAIN SECURITIES LAW MATTERS.....	14
CANADIAN SECURITIES LAW CONSIDERATIONS	14
U.S. SECURITIES LAW CONSIDERATIONS.....	15
CANADIAN FEDERAL INCOME TAX CONSIDERATIONS	16
HOLDERS AND WARRANTHOLDERS PARTICIPATING IN THE PLAN OF ARRANGEMENT	17
OPTIONHOLDERS	19
DISPOSITION OF THE SHARES	20
RISK FACTORS.....	21
RISKS RELATING TO THE ARRANGEMENT.....	21
RISKS RELATING TO LUCKYSTRIKE	21
RISKS RELATING TO GOLDSTRIKE	29
INFORMATION CONCERNING LUCKYSTRIKE POST-ARRANGEMENT	29
CORPORATE STRUCTURE.....	29
INTERCORPORATE RELATIONSHIPS	29
GENERAL DEVELOPMENT OF THE BUSINESS.....	30
HISTORY	31
SIGNIFICANT ACQUISITIONS AND DISPOSITIONS.....	31
NARRATIVE DESCRIPTION OF THE BUSINESS	31
DESCRIPTION OF THE SECURITIES	54
SELECTED UNAUDITED PRO FORMA FINANCIAL INFORMATION AND MD&A	54
PRO FORMA CAPITALIZATION OF LUCKYSTRIKE	54
FULLY DILUTED SHARE CAPITAL OF LUCKYSTRIKE.....	55
DIVIDENDS.....	56
AVAILABLE FUNDS AND PRINCIPAL PURPOSES	56
STOCK OPTION PLAN.....	56
OPTIONS	57
WARRANTS.....	57
EQUITY COMPENSATION PLAN INFORMATION AFTER GIVING EFFECT TO THE ARRANGEMENT ..	57
PRIOR SALES.....	58
ESCROWED SECURITIES.....	58
HOLD PERIODS	58
PRINCIPAL SHAREHOLDERS.....	58
DIRECTORS AND OFFICERS.....	59
PROPOSED EXECUTIVE COMPENSATION OF LUCKYSTRIKE	62
AUDIT COMMITTEE	65
CORPORATE GOVERNANCE	70
MANAGEMENT CONTRACTS.....	72
PROMOTERS.....	72

NOTICE TO GOLDSTRIKE SHAREHOLDERS IN THE UNITED STATES

Goldstrike is a corporation existing under the laws of the Province of British Columbia and is a reporting issuer in the Provinces of British Columbia and Alberta. This solicitation is being conducted in accordance with the proxy solicitation rules under applicable Canadian corporate and securities laws. The proxy solicitation rules under the U.S. Exchange Act are not applicable to Goldstrike or this solicitation, and, accordingly, this solicitation is not being effected in accordance with such rules. This Circular may therefore not contain all of the disclosure required to be included in proxy statements prepared in accordance with the proxy solicitation rules under the U.S. Exchange Act. Shareholders should be aware that disclosure requirements under Canadian corporate and securities laws may be different from requirements under United States corporate and securities laws relating to United States corporations.

The enforcement by Shareholders of civil liabilities under United States securities laws may be affected adversely by the fact that Goldstrike and Luckystrike are each corporations existing and governed under the laws of the Province of British Columbia, that some or all of the directors and officers of Goldstrike and Luckystrike are not residents of the United States and that all or a substantial portion of their respective assets may be located outside the United States. As a result, it may be difficult for United States Shareholders to effect service of process within the United States upon Goldstrike or Luckystrike, their respective officers and directors or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. In addition, United States Shareholders should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States.

The financial statements of Goldstrike incorporated by reference in this Circular and the financial information included herein regarding Goldstrike and Luckystrike have been prepared in accordance with IFRS, which differs from United States Generally Accepted Accounting Principles in certain material respects, and thus may not be comparable to financial statements of United States companies.

FORWARD-LOOKING STATEMENTS

This document contains certain forward-looking information and statements, including statements relating to Goldstrike's intentions and expectations about developments, results and events which will or may occur in the future, which constitute "forward-looking information" within the meaning of applicable Canadian securities legislation and "forward-looking statements" within the meaning of the "safe harbor" provisions of the United States *Private Securities Litigation Reform Act of 1995* (collectively the "**forward-looking information and statements**"). Forward-looking information and statements are typically identified by words such as "anticipate", "could", "should", "expect", "seek", "may", "intend", "likely", "will", "plan", "estimate", "believe" and similar expressions suggesting future outcomes or statements regarding an outlook.

Forward-looking information and statements are included throughout this document and include, but are not limited to, statements with respect to: the expected completion of the Arrangement; the financial condition, results of operations, developments, expectations, projects, goals, objectives and plans of Goldstrike and Luckystrike; Goldstrike's and Luckystrike's markets, business and other such matters.

All such forward-looking information and statements are based on certain assumptions and analyses made by Goldstrike in light of its experience and perception of historical trends, current conditions and expected future developments, as well as other factors Goldstrike believes are appropriate in the circumstances. These statements are, however, subject to known and unknown risks and uncertainties and other factors. As a result, actual results, performance or achievements could differ materially from those expressed in, or implied by, these forward-looking information and statements and, accordingly, no assurance can be given that any of the events anticipated by the forward-looking information and statements will transpire or occur, or if any of them do so, what benefits will be derived therefrom. These risks, uncertainties and other factors include, among others: the Arrangement is subject to the satisfaction or waiver of various conditions; Goldstrike's and Luckystrike's future growth opportunities may be limited; an inability to manage Goldstrike's and Luckystrike's future growth could adversely affect their business; significant transaction costs and/or unknown liabilities of Goldstrike and Luckystrike; general economic and business conditions that affect Goldstrike and Luckystrike following the completion of the proposed Arrangement; inherent risks involved in the exploration and development of mineral properties; the uncertainties involved in interpreting drill results and other exploration data; the potential for delays in exploration or development activities; the geology, grade and continuity of mineral deposits; the possibility that future exploration, development or mining results will not be consistent with Goldstrike's or Luckystrike's expectations; accidents, equipment breakdowns, title and permitting matters; labour disputes or other anticipated difficulties with or interruptions in operations; fluctuating metal prices; unanticipated costs and expenses; uncertainties relating to the availability and costs of financing needed in the future, including to fund any exploration programs; other factors beyond Goldstrike's or Luckystrike's control; and any other risks described in Goldstrike's public filings with applicable Canadian securities regulators which are available on SEDAR at www.sedar.com. Please see "*Risk Factors*" for further information.

Although management of Goldstrike believes that the expectations reflected in such forward-looking information and statements are reasonable, management can give no assurance that such expectations will prove to be accurate. Accordingly, readers should not place undue reliance upon any of the forward-looking information and statements set out in this document. The forward-looking information and statements are made as of the date of this document, and none of Goldstrike or Luckystrike assumes any obligation to update or revise them except as required pursuant to applicable securities laws.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in this Circular from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from Goldstrike's head office located at Suite 1010 – 1130 West Pender Street, Vancouver, British Columbia, V6E 4A4 and are also available electronically on SEDAR at www.sedar.com.

The following documents of Goldstrike, filed by Goldstrike with applicable securities commissions or similar authorities in Canada, are specifically incorporated by reference into and form an integral part of this Circular:

- (a) the audited consolidated financial statements for the financial years ended December 31, 2017 and 2016;
- (b) the MD&A filed in connection with the audited consolidated financial statements for the financial year ended December 31, 2017;
- (c) the unaudited interim financial statements for the three months ended March 31, 2018;

- (d) the MD&A filed in connection with the unaudited interim financial statements for the three months ended March 31, 2018;
- (e) the material change reports dated January 16, 2018, April 30, 2018, May 22, 2018 and May 25, 2018; and
- (f) the Technical Report.

Any documents of the type referred to above subsequently filed by Goldstrike with applicable Canadian securities regulatory authorities in Canada, after the date of this Circular and prior to the completion or withdrawal of the Arrangement, shall be deemed to be incorporated by reference in this Circular. Any statement contained in a document incorporated or deemed to be incorporated by reference hereto shall be deemed to be modified or superseded for the purposes of this Circular, to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not constitute a part of this Circular, except as so modified or superseded.

All disclosure of a scientific or technical nature in this Circular was reviewed and approved by Stefan Kruse, the Chief Geologist of Goldstrike and a qualified person in accordance with Canadian regulatory requirements as set out in NI 43-101.

GLOSSARY OF DEFINED TERMS

GENERAL TERMS

In this Circular, unless the context otherwise provides, the following terms shall have the respective meanings set out below.

"**Arrangement**" means an arrangement under Sections 288 to 299 of the BCBCA on the terms and conditions set forth in the Arrangement Agreement and the Plan of Arrangement and any amendment(s) or variation(s) thereto made in accordance with the terms of the Arrangement Agreement, the Plan of Arrangement or made at the direction of the Court in the Final Order.

"**Arrangement Agreement**" means the arrangement agreement dated May 15, 2018, between Goldstrike and Luckystrike, as it may be amended from time to time, a copy of which is available on SEDAR at www.sedar.com.

"**Arrangement Resolution**" means the special resolution approving the Arrangement Agreement and the Arrangement to be voted on, with or without variation, by the Shareholders at the Meeting, in the form set out in Schedule "A" hereto.

"**BCBCA**" means the *Business Corporations Act*, S.B.C., 2002, c.57 as amended, superseded or replaced from time to time, including the regulations promulgated thereunder.

"**Board**" means the board of directors of Goldstrike.

"**BRC Property**" means the BRC exploration property located in the White Gold District, Yukon.

"**Bull's Eye Property**" means the Bull's Eye exploration property located in the White Gold District, Yukon.

"**Business Day**" means a day which is not a Saturday, Sunday or a day when commercial banks are not open for business in Vancouver, British Columbia.

"**Circular**" means this management information circular, including all Schedules hereto.

"**Class A Shares**" means the Shares following their redesignation pursuant to the Plan of Arrangement.

"**Closing**" means the completion of the Arrangement as contemplated in the Arrangement Agreement.

"**Control Person**" means any person or company that holds or is one of a combination of persons or companies that holds a sufficient number of any of the securities of an issuer so as to affect materially the control of that issuer, or that holds more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holder of those securities does not materially affect the control of the issuer.

"**Court**" means the Supreme Court of British Columbia.

"Depository" means Computershare Trust Company of Canada at its offices set out in the Letter(s) of Transmittal.

"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 is agreed to by Goldstrike and Luckystrike.

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

"Exchange" means the TSX Venture Exchange and any successor stock exchange thereto.

"Exchange Policies" means the policies of the Exchange and all orders, policies, rules, regulations and by-laws of the Exchange as amended from time to time.

"Final Order" means the final order of the Court approving the Arrangement to be applied for following the Meeting pursuant to Section 291 of the BCBCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction.

"Gold Source Property" means the Gold Source exploration property located in the White Gold District, Yukon.

"Goldstrike" means Goldstrike Resources Ltd., a company incorporated under the BCBCA.

"Goldstrike Note" means 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 held by Luckystrike to be redeemed pursuant to the Plan of Arrangement.

"Goldstrike Placement" means the non-brokered private placement of Units by Luckystrike for gross proceeds of \$2,500,000.

"Hotspot Property" means the Hotspot exploration property located in the White Gold District, Yukon.

"IFRS" means International Financial Reporting Standards as issued by the International Accounting Standards Board and implemented in Canada through the Accounting Recommendations in the Chartered Professional Accountants of Canada Handbook.

"Interim Order" means the interim order of the Court dated June 25, 2018 concerning the Arrangement under Section 291 of the BCBCA, containing declarations and directions with respect to the Arrangement and the holding of the Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction, a copy of which is attached as Schedule "D" to this Circular.

"King's Ransom Property" means the King's Ransom exploration property located in the White Gold District, Yukon.

"Intermediary" means an intermediary with which a Non-Registered Holder may deal, including banks, trust companies, securities dealers or brokers and trustees or administrators of self-directed trusts governed by RRSPs, RRIFFs, RESPs and similar plans, and their nominees.

"Letter of Transmittal" means the letter of transmittal addressed to the Depository pursuant to which Shareholders shall request issuance of that number of New Goldstrike Shares and Luckystrike Shares which such Shareholders shall be entitled to receive upon completion of the Arrangement.

"Listing Date" means the date on which the Luckystrike Shares are listed for trading on the Exchange.

"Luckystrike" means Luckystrike Resources Ltd., a company incorporated under the BCBCA.

"Luckystrike Note" means 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 held by Goldstrike to be redeemed pursuant to the Plan of Arrangement.

"Luckystrike Option Plan" means the proposed stock option plan of Luckystrike, similar in form and content to the Option Plan, which is subject to Exchange acceptance and Shareholder approval.

"Luckystrike Options" means options to acquire Luckystrike Shares, each such Luckystrike Option entitling the holder thereof to acquire one additional Luckystrike Share in accordance with the terms thereof.

"Luckystrike Property" means the Luckystrike exploration property located in the White Gold District, Yukon.

"Luckystrike Reorganization Shares" means the preferred shares in the capital of Luckystrike to be issued to Goldstrike pursuant to the Arrangement.

"Luckystrike Securities" means, collectively, the Luckystrike Shares, the Luckystrike Options and the Luckystrike Warrants.

"Luckystrike Shares" means the common shares without par value in the capital of Luckystrike.

"Luckystrike Warrants" means share purchase warrants to acquire Luckystrike Shares, each such Luckystrike Warrant entitling the holder thereof to acquire one additional Luckystrike Share in accordance with the terms thereof.

"MD&A" means management's discussion and analysis, as such term is defined in National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators.

"Meeting" means the special meeting of Shareholders (including any adjournment(s) or postponement(s) thereof) to be held on July 26, 2018 in accordance with the Interim Order, to consider and if deemed advisable, approve the Arrangement Resolution and other matters, if any, related thereto.

"Meeting Materials" means the Notice of Meeting, the Circular and the form of proxy.

"New Goldstrike Shares" means the new common shares of Goldstrike to be issued pursuant to the Arrangement in replacement of the Shares.

"NI 43-101" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators and the companion policies and forms thereto, as amended from time to time.

"NI 52-110" means National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators and the companion policies and forms thereto, as amended from time to time.

"NI 54-101" means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of*

a Reporting Issuer of the Canadian Securities Administrators and the companion policies and forms thereto, as amended from time to time.

"Non-Registered Holder" means a non-registered beneficial owner of Shares whose shares are held through an Intermediary.

"Notice of Application" means the notice of application of the Final Order attached as Schedule "E" hereto.

"Notice of Meeting" means the notice of meeting which accompanies this Circular.

"Optionholders" means the holders of Options.

"Options" means existing options granted by Goldstrike pursuant to the Option Plan.

"Option Plan" means the currently existing stock option plan of Goldstrike.

"Party" means a party to the Arrangement Agreement, being Goldstrike or Luckystrike and **"Parties"** means both of them.

"Person" means and includes an individual, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unlimited liability corporation, trustee, executor, administrator, legal representative, government (including any governmental authority) or any other entity, whether or not having legal status.

"Plan of Arrangement" means the plan of arrangement in substantially the form set out in Schedule "A" to the Arrangement Agreement which is attached as Schedule "C" to this Circular, as amended, modified or supplemented from time to time in accordance with the terms thereof.

"Plateau Project" means the Plateau exploration property located in the White Gold District, Yukon.

"Record Date" means the close of business (Vancouver time) on June 14, 2018, being the record date to receive notice of and to vote at the Meeting.

"Registered Shareholder" means the Shareholders of record as of the Record Date.

"Registrar" means the Registrar of Companies for the Province of British Columbia.

"Regulation S" means Regulation S under the U.S. Securities Act.

"Replacement Options" means options to acquire New Goldstrike Shares, granted by Goldstrike to an Optionholder pursuant to the Arrangement, each such Replacement Option entitling the holder thereof to acquire one additional New Goldstrike Share in accordance with the terms thereof.

"Replacement Warrants" means share purchase warrants to acquire New Goldstrike Shares, granted by Goldstrike to a Warrantholder pursuant to the Arrangement, each such Replacement Warrant entitling the holder thereof to acquire one additional New Goldstrike Share in accordance with the terms thereof.

"RESP" means a registered education savings plan.

"RRIF" means a registered retirement income fund.

"**RRSP**" means a registered retirement savings plan.

"**Schedules**" means the Schedules to this Circular which are incorporated herein and form part of this Circular.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Securities**" means, collectively, the Shares, Options and Warrants.

"**Securityholders**" means, collectively, the Shareholders, Optionholders and Warrantholders.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval as located at www.sedar.com.

"**Shares**" means the old common shares in the capital of Goldstrike.

"**Shareholders**" means the holders of Shares.

"**Special Goldstrike Shares**" means the preferred shares in the capital of Goldstrike to be issued pursuant to the Arrangement.

"**Subco**" means Northern Hunter Ltd., a company incorporated under the BCBCA.

"**Subco Properties**" means the Luckystrike Property, the Hotspot Property, the Bull's Eye Property, the BRC Property, the Gold Source Property and the King's Ransom Property.

"**Subco Shares**" means the common shares without par value in the capital of Subco.

"**Subscription Receipt Financing**" means the non-brokered private placement of Subscription Receipts by Luckystrike for gross proceeds of up to \$2,500,000.

"**Subscription Receipts**" means the subscription receipts offered pursuant to the Subscription Receipt Financing, each subscription receipt entitling the holder thereof to receive one Unit for each subscription receipt held upon completion of the Arrangement without payment of additional consideration or further action.

"**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1, as amended, including the regulations promulgated thereunder.

"**Technical Report**" means the technical report on the Luckystrike Property with an effective date of March 30, 2018 prepared by Carl Schulze, P. Geo and entitled "Technical Report Lucky Strike Property – Yukon Territory, Canada".

"**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 Luckystrike pursuant to the Plan of Arrangement.

"**Units**" means the units issuable pursuant to the Goldstrike Placement or Subscription Receipt Financing, as applicable, each unit being comprised of one Luckystrike Share and one share purchase warrant, with each warrant entitling the holder thereof to acquire one Luckystrike Share at a price of \$0.60 for a period

of 36 months from the Effective Date, subject to acceleration if the Luckystrike Shares trade at a price of \$1.00 or more for 10 consecutive trading days.

"**U.S. Exchange Act**" means the *United States Securities and Exchange Act of 1934*, as may be amended, restated or replaced from time to time.

"**U.S. Securities Act**" means the *United States Securities Act of 1933*, as may be amended, superseded or replaced from time to time.

"**Warrants**" means existing warrants granted by Goldstrike.

"**Warrantholders**" means the holders of Warrants.

All references to "\$" or "dollars" in this Circular are to lawful currency of Canada unless otherwise expressly stated.

MINING TERMS

The following is a glossary of technical terms and abbreviations used in this Circular.

"**alteration**" means any change in the mineralogical composition of a rock that is brought about by physical or chemical means.

"**anomaly**" means data and results having a geochemical or geophysical character which deviates from the norm.

"**bedrock**" means solid rock underlying surficial deposits.

"**Bi**" means bismuth, a lustrous reddish white metallic mineral, atomic number 83 in the periodic table.

"**breccia/brecciated**" means a rock consisting of fragments of one or more rock types.

"**carbonate**" means a rock composed principally of calcium carbonate (CaCO₃).

"**claim (mineral/mining)**" means the area that confers mineral exploration/exploitation rights to the registered holder under the laws of the governing jurisdiction.

"**clastic**" means a sedimentary rock composed of fragments from pre-existing rock.

"**concentrate**" means the valuable fraction of an ore that is left while the worthless material is removed in processing.

"**contact**" means a geological term used to describe the line or plane along which two different rock formations meet.

"**core**" means the long cylindrical piece of rock, brought to surface by diamond drilling.

"**Cretaceous**", "**Permian**", "**Upper Triassic**", "**Lower Jurassic**" and "**Proterozoic**" refer to periods of geological time.

"**deposit**" refers to an informal term for an accumulation of mineralization or other valuable earth material of any origin.

"**diamond drilling/drill hole**" means a method of obtaining a cylindrical core of rock by drilling with a diamond impregnated bit.

"**diorite**" means an igneous rock that is of a "salt and pepper" appearance and is composed primarily of sodium/calcium feldspar and mafic minerals with little or no quartz.

"**dip**" means the angle at which a stratum is inclined from the horizontal.

"**exploration**" means prospecting, sampling, mapping, diamond drilling and other work involved in searching for mineral deposits.

"**fault**" means a fracture in a rock along which there has been relative movement between the two sides either vertically or horizontally.

"**feldspar**" means a group of common sodium-potassium-calcium aluminosilicate rock-forming minerals.

"**felsic**" means igneous rock composed principally of feldspar and quartz.

"**fold**" means a bend in strata or any planar structure.

"**formation**" means a body of rock identified by lithological characteristics and stratigraphic position.

"**fracture**" means breaks in rocks due to intensive folding or faulting.

"**fragmental**" means designation of rocks formed of the fragments of older rocks.

"**gabbro**" means a coarse grained mafic igneous intrusive rock.

"**geochemical surveying**" means a technique that measures the content of specific metals in soils and rocks, geochemical sampling defines anomalies for further testing to see if they are produced by concealed mineralization.

"**geology/geological**" means the study of the Earth's history and life, mainly as recorded in rocks.

"**geophysics/geophysical**" means the study of the Earth by quantitative physical methods, either by surveys conducted on the ground, in the air (by fixed wing aircraft or helicopter) or in a drill hole.

"**hectare**" means a square of 100 meters on each side.

"**hornblende**" means common rock-forming mineral of the amphibole group.

"**host**" means a rock or mineral that is older than rocks or minerals introduced into it.

"**hydrothermal**" means pertaining to heated water, particularly of magmatic origin associated with the formation of mineral deposits or the alteration of rocks.

"**igneous**" means a classification of rocks formed from the solidification from a molten state.

"**induced polarization**" or "**IP**" means the geophysical method of applying an electrical charge to the ground and measuring the electrical chargeability of the minerals in the rocks and the decay of the induced electrical charge to define the presence of sulphide and other minerals.

"**intrusive/intrusions**" means an igneous rock that invades older rocks.

"**mafic**" means an igneous rock composed chiefly of dark iron and manganese silicate minerals.

"**magma**" means a naturally occurring molten rock material.

"**magmatic**" means pertaining to magma.

"**mineralization**" means the concentration of metals and their chemical compounds within a body of rock.

"**mineral reserve**" is the economically mineable part of a measured and/or indicated mineral resource. It includes diluting materials and allowances for losses, which may occur when the material is mined or extracted and is defined by studies at pre-feasibility or feasibility level as appropriate that include application of modifying factors. Such studies demonstrate that, at the time of reporting, extraction could reasonably be justified.

"**mineral resource**" is a concentration or occurrence of solid material of economic interest in or on the Earth's crust in such form, grade or quality and quantity that there are reasonable prospects for eventual economic extraction.

"**ore**" means rock containing mineral(s) or metals that can be economically extracted to produce a profit.

"**outcrop**" means an exposure of bedrock at the surface.

"**pyrite**" means a common iron sulphide (FeS_2) mineral.

"**quartz**" means a mineral composed of silicon dioxide (SiO_2).

"**reconnaissance**" means a general examination or survey of a region with reference to its main features, usually preliminary to a more detailed survey.

"**resistivity**" means the geophysical technique used to measure the resistance of a rock formation to an electric current.

"**sample**" means a small quantity of rock or a mineral deposit taken so that the metal content can be determined by assaying.

"**sediment**" means solid material that has settled down from a state of suspension in a liquid. More generally, solid fragmental material transported and deposited by wind, water or ice, chemically precipitated from solution, or secreted by organisms, and that forms in layers in loose unconsolidated form.

"**sedimentary**" means pertaining to or containing sediment or formed by its deposition.

"**shear**" means a planar zone of deformed rock caused by the movement of the rock.

"**silica/silicified**" means the mineral quartz comprised of silicon and oxygen and the addition of quartz or silica as an alteration of a pre-existing rock.

"**soil sampling**" means systematic collection of soil samples at a series of different locations in order to study the distribution of soil geochemical values.

"**stratigraphic**" means the arrangement of sedimentary rocks in strata with reference to the different properties of the rocks.

"**strike**" means direction or trend of a geologic structure.

"**structure/structural**" means pertaining to geological structure (i.e. folds, faults, shears, etc.).

"**sulphide**" means a group of minerals in which one or more metals are found in combination with sulphur.

"**trenching**" means the act of blasting or digging through overburden and/or outcrop to expose fresh outcrop for mapping and sampling.

"**vein**" means a thin sheet-like intrusion into a fissure or crack, commonly bearing quartz and other minerals.

"**volcanic**" means descriptive of rocks originating from volcanic activity.

"**volcanoclastic**" means a fragmental rock of volcanic origin.

"**zone**" means an area of distinct mineralization.



SUMMARY

The following is a summary of certain information contained elsewhere in this Circular, including the Schedules hereto and any documents incorporated by reference herein, and should be read together with the more detailed information contained or referred to elsewhere in the Circular, the Schedules hereto and any documents incorporated by reference herein.

The Meeting

The Meeting will be held on Friday, July 26, 2018 at 10:00 a.m. (Vancouver time). The business to be transacted at the Meeting will be to consider and vote upon the Arrangement and transact such other business as may properly come before the Meeting or any adjournment(s) or postponement(s) thereof.

Shareholders of record as of the close of business (Vancouver time) on June 14, 2018 will be entitled to vote at the Meeting or any adjournment(s) or postponement(s) thereof.

The Arrangement

The purpose of the Arrangement is to "spin-out" the Subco Properties into a separate public company, being Luckystrike.

Upon completion of the Arrangement, Luckystrike will indirectly acquire all of Goldstrike's interest in the Subco Properties by acquiring the Transferred Property. Each Shareholder will ultimately acquire one New Goldstrike Share for each Share held and one Luckystrike Share for every seven Shares held. The New Goldstrike Shares will be identical to the present Shares.

Please see "*The Arrangement*" and the Plan of Arrangement attached to this Circular as Schedule "C" for further information.

The Goldstrike Placement and the Subscription Receipt Financing

Luckystrike intends to close the Goldstrike Placement and the Subscription Receipt Financing prior to or concurrent with the Arrangement. The Goldstrike Placement will consist of the issuance of 8,333,334 Units at a subscription price of \$0.30 per Unit, for aggregate gross proceeds of \$2.5 million. Each Unit is anticipated to consist of one Luckystrike Share and one share purchase warrant, with each warrant entitling the holder thereof to acquire one additional Luckystrike Share at a price of \$0.60 for a period of thirty-six (36) months from the Effective Date, subject to acceleration if the Luckystrike Shares trade at a price of \$1.00 or more for 10 consecutive trading days. It is anticipated that Goldstrike will be the sole subscriber under the Goldstrike Placement.

The Subscription Receipt Financing will consist of the issuance of up to 8,333,333 Subscription Receipts at a subscription price of \$0.30 per Subscription Receipt, for aggregate gross proceeds of up to \$2.5 million. Each Subscription Receipt is anticipated to entitle the holder thereof to receive one Unit upon

completion of the Arrangement without payment of additional consideration or further action. The subscription funds will be held in escrow pending completion of the Arrangement. In the event that the Arrangement is not completed by December 31, 2018, the subscription funds will be promptly returned by Luckystrike to each subscriber under the Subscription Receipt Financing.

It is intended that Luckystrike will close the Goldstrike Placement and the Subscription Receipt Financing on the terms contemplated above. However, prevailing market conditions at the time of closing of the Goldstrike Placement and the Subscription Receipt Financing may require Luckystrike to alter the terms and pricing of the issued securities. The terms and pricing of the Goldstrike Placement and the Subscription Receipt Financing will only be varied for sound business reasons. Additionally, Luckystrike may determine to complete the Subscription Receipt Financing with or without the assistance of a broker and may determine to pay finder's commissions in cash or in securities.

Please see "*The Arrangement – The Goldstrike Placement and the Subscription Receipt Financing*" for further information.

Effect of the Arrangement on Options and Warrants

Options

All Options will be cancelled and terminated and will cease to represent any right or claim whatsoever. As consideration for the cancellation and termination of the Options, Optionholders will receive one Replacement Option for each Option previously held and one Luckystrike Option for every seven Options previously held, which options will have the same terms and conditions as to vesting schedule, tenure and method of exercise as the Options, provided that: (i) the original exercise price of the Options will be allocated to the Replacement Options and the Luckystrike Options acquired by the Optionholder, 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; (ii) Luckystrike Options granted to directors and/or officers of Goldstrike who do not become directors and/or officers of Luckystrike will expire one year following the completion of the Arrangement; and (iii) Luckystrike Options granted to consultants of Goldstrike who do not become consultants of Luckystrike will expire in accordance with the terms of such consultant's engagement.

Warrants

All Warrants will be cancelled and terminated and will cease to represent any right or claim whatsoever. As consideration for the cancellation and termination of the Warrants, Warrantholders will receive one Replacement Warrant for each Warrant previously held and one Luckystrike Warrant for every seven Warrants previously held, which warrants will have the same terms and conditions as to tenure and method of exercise as the Warrants, provided that the original exercise price of the Warrants will be allocated to the Replacement Warrants and the Luckystrike Warrants acquired by the Warrantholder, 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.

Allocation of Original Exercise Price

Pursuant to the Arrangement, the allocation of the original exercise price of the Options to the Replacement Options and the Luckystrike Options, and the allocation of the original exercise price of the Warrants to the Replacement Warrants and the Luckystrike Warrants, will be determined by the Board as of the Effective Date, based on relevant factors, including, among others, the status of the Subco Properties and the Plateau Project at such time.

As of the date hereof, Goldstrike expects such allocation to be 87.5 : 12.5. Based on the Board's assessment of the properties, Goldstrike does not expect the allocation to change materially unless there is a significant change relating to the underlying assets prior to the Effective Date.

As set forth above, under the Arrangement, Optionholders will receive one Replacement Option for each Option previously held and one Luckystrike Option for every seven Options previously held, and Warranholders will receive one Replacement Warrant for each Warrant previously held and one Luckystrike Warrant for every seven Warrants previously held. In this manner, (i) each Replacement Option and each Luckystrike Option is anticipated to have an exercise price equal to the product obtained by multiplying the original exercise price of the corresponding Option by 0.875, and (ii) each Replacement Warrant and each Luckystrike Warrant is anticipated to have an exercise price equal to the product obtained by multiplying the original exercise price of the corresponding Warrant by 0.875.

Please see *"The Arrangement – Effect of the Arrangement on Options and Warrants"* for further information.

Reasons for the Arrangement

The reasons for the Arrangement include the following:

- the separation of the Subco Properties into a separate public company will position such assets to be valued on a standalone basis.
- the transaction will allow Goldstrike's management to focus their efforts on its existing strategic partnership regarding the Plateau Project with Newmont Mining Corporation.
- the transaction will allow Luckystrike's management to focus their efforts on exploring and developing the Subco Properties.
- the transaction is intended to maximize value, allowing the Subco Properties to be advanced on a standalone basis, while giving Shareholders the optionality of participating in both companies.

Please see *"The Arrangement – Reasons for the Arrangement"* for further information.

Conditions to the Arrangement

The obligations of Goldstrike and Luckystrike to complete the Arrangement under the Arrangement Agreement are subject to the satisfaction or waiver of certain conditions, including, among others:

- the Arrangement Resolution being approved by the Shareholders at the Meeting;
- the Final Order being granted by the Court;
- the approval of the Exchange to the Arrangement and the issuance of the New Goldstrike Shares and Luckystrike Shares pursuant thereto being received;
- the Exchange approving the listing of the Luckystrike Shares;
- the Goldstrike Placement being completed on or before the Effective Date; and

- the incorporation of Subco by Goldstrike and the subsequent transfer of the Subco Properties to Subco being completed on or before the Effective Date.

Please see *"The Arrangement – Conditions to Closing"* for further information.

Approval and Recommendation of the Board of Directors

The Board has considered the proposed Arrangement and has determined that the Arrangement is in the best interests of Goldstrike and is fair to Securityholders. The Board recommends that Shareholders vote in favour of the Arrangement.

Please see *"The Arrangement – Recommendation of the Board of Directors"* for further information.

Procedure for Arrangement Becoming Effective

Procedural Steps

The Arrangement will be carried out pursuant to the BCBCA. Aside from the terms of the Interim Order which was obtained from the Court on June 25, 2018 and attached hereto as Schedule "D", the following procedural steps must be taken in order for the Arrangement to become effective:

1. the Arrangement must be approved by the Shareholders;
2. if approved by the Shareholders, and assuming all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, are satisfied or waived by the appropriate party, a hearing before the Court must be held to approve the Arrangement; and
3. the Final Order must be issued by the Court and filed with the Registrar.

Please see *"The Arrangement – Procedure for the Arrangement to Become Effective"* for further information.

Shareholder Approvals

Pursuant to the BCBCA and the Articles of Goldstrike, the Arrangement Resolution must be approved, with or without variation, by at least two-thirds of all votes cast with respect to the Arrangement Resolution by Shareholders, present in person or by proxy at the Meeting.

Notwithstanding the foregoing, the Arrangement Resolution authorizes the Board, without further notice to or approval of the Shareholders, subject to the terms of the Arrangement, to decide not to proceed with the Arrangement and to revoke such Arrangement Resolution at any time prior to the Arrangement becoming effective pursuant to the provisions of the BCBCA.

Please see *"The Arrangement – Required Shareholder Approval"* for further information.

Court Approval

The Arrangement requires the approval of the Court. Prior to the mailing of the Circular, Goldstrike obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters relating to the Arrangement. A copy of the Interim Order is attached hereto as Schedule "D".

Provided that the Arrangement Resolution is approved and certain other conditions are met, Goldstrike will make an application to the Court for the Final Order at 10:00 a.m. Vancouver time (or so soon thereafter as legal counsel can be heard) on July 30, 2018 at the Court House, 800 Smithe Street, Vancouver, British Columbia. The Final Order is not effective until filed with the Registrar, and the Final Order will only be filed when all other conditions to Closing have been met. At the hearing for the Final Order any securityholder or creditor of Goldstrike has the right to appear, be heard and present evidence if such person is of the view that his or her interests may be prejudiced by the Arrangement.

Please see Schedule "D" and "*The Arrangement – Required Court Approvals*" for further information.

Approval of TSX Venture Exchange

The Shares are currently listed and traded on the Exchange and will continue to be listed following completion of the Arrangement as New Goldstrike Shares. Luckystrike has applied for the Luckystrike Shares to be listed on the Exchange and any such listing will be subject to Luckystrike fulfilling all of the requirements of the Exchange. **The closing of the Arrangement is conditional upon the Exchange approving the listing of the Luckystrike Shares on the Exchange.**

Please see "*The Arrangement – Approval of the Exchange*" for further information.

Canadian Securities Law Considerations

The issuances of the New Goldstrike Shares, Luckystrike Shares, Replacement Options, Replacement Warrants, Luckystrike Options and Luckystrike Warrants pursuant to the Arrangement will be exempt from the registration and prospectus requirements of Canadian securities legislation. The New Goldstrike Shares, including the New Goldstrike Shares issuable on exercise of the Replacement Options and Replacement Warrants, and the Luckystrike Shares, including the Luckystrike Shares issuable on exercise of the Luckystrike Options and Luckystrike Warrants, may be resold in Canada, without significant restriction, provided the trade is not by a Control Person, no unusual effort is made to prepare the market or create a demand for those securities and no extraordinary commission or consideration is paid in respect of that sale. Any Shares, Options or Warrants, which as of the Effective Time, contain hold period or resale restrictions upon such Shares, Options or Warrants will continue to have such hold period and resale restrictions upon their exchange to New Goldstrike Shares, Luckystrike Shares, Replacement Options, Replacement Warrants, Luckystrike Options or Luckystrike Warrants on the same terms.

Please see "*Certain Securities Law Matters – Canadian Securities Law Considerations*" for further information.

U.S. Securities Law Considerations

The New Goldstrike Shares and Luckystrike Shares to be issued to Shareholders under the Arrangement will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be issued pursuant to an exemption from the registration requirements provided under Section 3(a)(10) of the U.S. Securities Act and exemptions under applicable state securities law. The New Goldstrike Shares, excluding the New Goldstrike Shares issuable on the exercise of the Replacement Options and Replacement Warrants, and the Luckystrike Shares, excluding the Luckystrike Shares issuable on the exercise of the Luckystrike Options and Luckystrike Warrants, held by holders who were not "affiliates" of Goldstrike are not subject to restriction on re-sale.

Goldstrike does not have a class of securities registered with the SEC and, accordingly, it is not a reporting company in the United States.

The currently outstanding Options and Warrants may not be exercised by or on behalf of a person in the United States, and the New Goldstrike Shares or Luckystrike Shares, as the case may be, issuable upon exercise of any Replacement Options, Replacement Warrants, Luckystrike Options or Luckystrike Warrants, may not be re-offered or re-sold in the United States, unless registered under the U.S. Securities Act or pursuant to an exemption from the registration requirements thereunder.

Please see "*Certain Securities Law Matters – U.S. Securities Law Considerations*" for further information.

Exchange of Share Certificates

Following completion of the Arrangement, Goldstrike will mail the Letter of Transmittal to Registered Shareholders for the surrender of certificates which formerly represented Shares for use in exchanging those certificates for certificates representing New Goldstrike Shares and Luckystrike Shares. The Letter of Transmittal contains complete instructions on how such persons are to exchange their securities. **Registered Shareholders should read and follow these instructions. The Letter of Transmittal, when properly completed and delivered together with certificates representing the applicable Shares and all other required documents, will enable former Registered Shareholders to obtain the certificates for New Goldstrike Shares and Luckystrike Shares to which they are entitled pursuant to the Arrangement.** Certificates will be mailed to Shareholders as soon as is practicable following receipt by the Depository of a completed Letter of Transmittal and other required documents at the address specified in such Letter of Transmittal. If requested, certificates may be picked up by the holder at the office of the Depository.

Any certificate that immediately prior to the Effective Date, representing outstanding Shares and that has not been surrendered with all of the instruments required by the Plan of Arrangement on or before the sixth anniversary of the Effective Date, will cease to represent any claim against or interest of any kind or nature in Goldstrike, Luckystrike or the Depository. Accordingly, persons who tender certificates for Shares after the sixth anniversary will not receive New Goldstrike Shares or Luckystrike Warrants, will not own any interest in Goldstrike or Luckystrike and will not be paid any cash or other compensation.

As soon as reasonably practicable following the Effective Date, Goldstrike and Luckystrike will cause to be delivered to the former Warranholders as of the Effective Date warrant certificates representing the Replacement Warrants and Luckystrike Warrants to which such former Warranholders are entitled following the Arrangement.

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

Please see "*The Arrangement – Exchange of Securities*", "*The Arrangement – Letter of Transmittal*" and "*The Arrangement – Cancellation after Six Years*" for further information.

Canadian Federal Income Tax Considerations

Please refer to the summary of Canadian federal income tax considerations contained in this Circular set forth under "*Canadian Federal Income Tax Considerations*". **All Securityholders should consult their own tax advisors for advice with respect to their own particular circumstances.**

U.S. Federal Income Tax Advisory

This Circular does not contain any discussion as to the application of the United States federal income tax, or the tax law of any state or other jurisdiction in the United States, in relation to the distribution of New Goldstrike Shares, Replacement Options, Replacement Warrants or Luckystrike Securities as contemplated by the Arrangement. **Accordingly, holders of Shares, Options or Warrants resident in the United States should consult their own tax advisors for advice with respect to the application of U.S. tax law to the distribution of New Goldstrike Shares, Replacement Options, Replacement Warrants and Luckystrike Securities, as the case may be.**

Information Concerning Goldstrike and Luckystrike

Please see *"Information Concerning Goldstrike Post-Arrangement"* for a summary description of Goldstrike, assuming completion of the Arrangement, including pro forma unaudited financial information for Goldstrike. In addition, please see *"Information Concerning Luckystrike Post-Arrangement"* for a description of the properties, corporate structure and business, including pro forma unaudited financial information, of Luckystrike, assuming completion of the Arrangement.

Interest of Insiders, Promoters or Control Persons

The chart below indicates the total number of Shares and the percentage of such issued and outstanding Shares held by insiders, promoters and Control Persons of Goldstrike as of the Record Date, as well as the expected number of Luckystrike Shares and the percentage of such issued and outstanding Luckystrike Shares held by insiders, promoters and Control Persons of Goldstrike (i) following completion of the Arrangement and including the completion of the Goldstrike Placement, but excluding the completion of the Subscription Receipt Financing, and (i) following completion of the Arrangement and including the completion of the Goldstrike Placement and the Subscription Receipt Financing.

Name and Position	Number of Shares	Percentage of Issued and Outstanding Shares	Number of Luckystrike Shares Post – Arrangement	Percentage of Luckystrike Shares Post-Arrangement (Excluding Subscription Receipt Financing) ⁽¹⁾	Percentage of Luckystrike Shares Post-Arrangement (Including Subscription Receipt Financing) ⁽²⁾
Concept Capital Management Ltd.	27,936,076	14.68%	3,990,868	11.23%	9.10%
Terrence E. King, President, Chief Executive Officer and Chairman	1,716,670	0.90%	245,238	0.69%	0.56%
Yilu (Lucy) Zhang, Chief Financial Officer and Director	400,000	0.21%	57,142	0.16%	0.13%
Reimar Koch, Director	4,350,369	2.29%	621,481	1.75%	1.42%
John Kuehne, Director	105,000	0.06%	15,000	0.04%	0.03%
Lawrence Dick, Director	Nil	Nil	Nil	Nil	Nil
William (Bill) Chornobay, Chief Operating Officer	3,019,181	1.59%	431,311	1.21%	0.98%

- (1) Assumes the completion of the Goldstrike Placement and the issuance of Units thereunder but excludes the completion of the Subscription Receipt Financing and the issuance of Units thereunder.
- (2) Assumes the completion of the Goldstrike Placement and the issuance of Units thereunder and the completion of the Subscription Receipt Financing and the maximum issuance of Units thereunder.

The above information was supplied to Goldstrike by the Goldstrike insiders and from the insider reports available at www.sedi.com.

It is expected that upon completion of the Arrangement and the Goldstrike Placement, Luckystrike will have 35,525,294 Luckystrike Shares issued and outstanding. It is expected that upon completion of the Arrangement and the Goldstrike Placement, together with the maximum issuance of Units pursuant to the Subscription Receipt Financing, Luckystrike will have 43,858,627 Luckystrike Shares issued and outstanding.

Certain of the insiders of Luckystrike or Goldstrike may participate in the Subscription Receipt Financing. As of the date of this Circular, the details of any such participation have not been settled. Accordingly, the information disclosed in the table above is subject to modification as a result of any insider participation in the Subscription Receipt Financing.

Selected Unaudited Pro Forma Consolidated Capitalization

The following information should be read in conjunction with the (a) unaudited pro forma financial statements of Goldstrike and Luckystrike following completion of the Arrangement, which are attached as Schedule "F" hereto; and (b) the unaudited interim financial statements of Goldstrike for the three months ended March 31, 2018 and the MD&A filed in connection with the unaudited interim financial statements for the three months ended March 31, 2018, which are available on SEDAR at www.sedar.com and incorporated by reference herein.

The following table sets out certain financial information for Goldstrike as at March 31, 2018, on a consolidated basis, and unaudited pro forma financial information for Goldstrike and Luckystrike after giving effect to the Arrangement and certain other adjustments.

Selected Financial Information

Balance Sheet Data	Goldstrike at March 31, 2018	Goldstrike Pro Forma at March 31, 2018	Luckystrike Pro Forma at March 31, 2018⁽¹⁾
Assets:			
Current Assets	\$4,933,238	\$4,933,238	\$2,500,001
Other Assets	\$14,868,680	\$11,541,077	\$3,327,603
Total Assets	\$19,801,918	\$16,474,315	\$5,827,604
Liabilities:			
Current Liabilities	\$243,199	\$243,199	-
Other Liabilities	\$304,069	\$304,069	-
Total Liabilities	\$547,268	\$547,268	-
Shareholder's Equity:			
Capital Stock	\$48,537,360	\$48,537,360	\$5,079,424
Contributed Surplus	\$19,468,005	\$19,468,005	\$748,180
Deficit	(\$48,750,715)	(\$52,078,318)	-
Total Equity	\$19,254,650	\$15,927,047	\$5,827,604
Income (Loss)	(\$199,346)	(\$199,346)	-
Number of Shares Issued and Outstanding	190,343,723	190,343,723	35,525,294

(1) Assumes the completion of the Goldstrike Placement and the issuance of Units thereunder but excludes the completion of the Subscription Receipt Financing and the issuance of Units thereunder.

After giving effect to the proposed Arrangement, Goldstrike will have approximately \$2,600,000 of working capital available to it (before deduction of the expenses relating to the Arrangement but after its

participation in the Goldstrike Placement) to achieve its business objectives. Goldstrike intends to use the funds available to it to achieve the objectives set out under *"Information Concerning Goldstrike Post-Arrangement – Available Funds and Principal Purposes"* once the Arrangement has been completed.

After giving effect to the proposed Arrangement and the completion of the Goldstrike Placement and the Subscription Receipt Financing in full, Luckystrike will have approximately \$5,000,000 available to it to achieve its business objectives. Luckystrike intends to use the funds available to it to achieve the objectives set out under *"Information Concerning Luckystrike Post-Arrangement – Available Funds and Principal Purposes"* once the Arrangement has been completed.

Timing

It is anticipated that the Arrangement will become effective after the requisite approval of the Shareholders, the Court and the Exchange has been obtained and all other conditions to the Arrangement have been satisfied or waived. It is anticipated that the Arrangement will become effective on or before July 31, 2018.

Risk Factors

In considering whether to vote for the approval of the Arrangement, Shareholders should be aware that there are various risks, including those described in this Circular. Shareholders should carefully consider these risk factors, together with other information included in this Circular, before deciding whether to approve the Arrangement. **For a description of material risk factors affecting Goldstrike and Luckystrike upon completion of the Arrangement, please see *"Risk Factors"*.**

Accompanying Documents

This Circular is accompanied by several Schedules which are incorporated by reference into, form an integral part of, and should be read in conjunction with this Circular. It is recommended that Shareholders read this Circular and the attached Schedules in their entirety.



MANAGEMENT INFORMATION CIRCULAR

June 25, 2018

This Circular is being furnished to Shareholders in connection with the solicitation of proxies by the Board and management of Goldstrike for use at the Meeting to be held at 1000 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia, on July 26, 2018 at 10:00 a.m. (Vancouver time) and any adjournment(s) or postponement(s) thereof, for the purposes set forth in the Notice of Meeting which accompanies and is part of this Circular.

The Notice of Meeting, form of proxy and this Circular will be mailed to Shareholders commencing on or about June 28, 2018. The information contained herein is given as of June 25, 2018, except as otherwise stated.

VOTING INFORMATION

Solicitation of Proxies

The solicitation of proxies by management of Goldstrike will be conducted by mail and may be supplemented by telephone or other personal contact, and such solicitation will be made without special compensation granted to the directors, officers and employees of Goldstrike. Goldstrike does not reimburse Shareholders, nominees or agents for costs incurred in obtaining, from the principals of such persons, authorization to execute forms of proxy, except that Goldstrike has requested brokers and nominees who hold Shares in their respective names to furnish this Circular and related proxy materials to their customers, and Goldstrike will reimburse such brokers and nominees for their related out of pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by Goldstrike.

No person has been authorized to give any information or to make any representation other than as contained in this Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by Goldstrike. The delivery of this Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Circular. This Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

Record Date

The Board has set the close of business (Vancouver time) on June 14, 2018 as the Record Date for determining which Shareholders shall be entitled to receive notice of and to vote at the Meeting. Only

Shareholders of record as of the Record Date are entitled to receive notice of and to vote at the Meeting. Persons who acquire Shares after the Record Date will not be entitled to vote such Shares at the Meeting.

Appointment of Proxyholders

Registered Shareholders are entitled to vote at the Meeting. A Shareholder is entitled to one vote for each Share that such Shareholder holds on the Record Date on the resolutions to be voted upon at the Meeting and any other matter to come before the Meeting.

The persons named as proxyholders (the "**Designated Persons**") in the enclosed form of proxy are directors and/or officers of Goldstrike.

A Registered Shareholder has the right to appoint a person or corporation (who need not be a Shareholder) to attend and act for or on behalf of that Shareholder at the Meeting, other than the Designated Persons named in the enclosed form of proxy. A Shareholder may exercise this right by striking out the printed names and inserting the name of such other person and, if desired, an alternate to such person in the blank space provided in the form of proxy.

In order to be voted, the completed form of proxy must be received by Goldstrike, by mail or by hand, to Computershare Trust Company of Canada, Attention: Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1, by 10:00 a.m. (Vancouver time) on July 24, 2018 (or a day other than a Saturday, Sunday or holiday which is at least 48 hours before the Meeting or any adjournment(s) or postponement(s) of the Meeting). Shareholders may also provide their voting instructions by faxing a signed and dated proxy to Computershare Trust Company of Canada from within North America to 1-866-249-7775 or from outside North America to 416-263-9527, or providing voting instructions using any other method described in the form of proxy, such as internet voting, by following the instructions for such method set out in the proxy. The time limit for the deposit of proxies may be waived by the Chairman of the Meeting at his discretion without notice.

A proxy may not be valid unless it is dated and signed by the Registered Shareholder who is giving it or by that Shareholder's attorney-in-fact duly authorized by that Shareholder in writing or, in the case of a corporation, dated and executed by a duly authorized officer, or attorney-in-fact, for the corporation. If a form of proxy is executed by an attorney-in-fact for an individual Shareholder or joint Shareholders or by an officer or attorney-in-fact for a corporate Shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially-certified copy thereof, should accompany the form of proxy.

Revocability of Proxy

Any Registered Shareholder who has returned a form of proxy may revoke it at any time before it has been exercised. In addition to revocation in any other manner permitted by law, a form of proxy may be revoked by instrument in writing, including a form of proxy bearing a later date, executed by the Registered Shareholder or by his or her attorney-in-fact duly authorized in writing or, if the Registered Shareholder is a corporation, under its corporate seal or by a duly authorized officer or attorney-in-fact thereof. The instrument revoking the form of proxy must be deposited at the same address where the original form of proxy was delivered at any time up to and including the last Business Day preceding the date of the Meeting, or any adjournment or adjournments thereof, or with the Chairman of the Meeting on the date of, but prior to the commencement of, the Meeting. A Registered Shareholder who has submitted a form of proxy may also revoke it by attending the Meeting in person (or if the Shareholder is a corporation, by a duly authorized representative of the corporation attending the Meeting) and registering

with the scrutineer thereat as a Registered Shareholder present in person, whereupon such form of proxy shall be deemed to have been revoked.

Only Registered Shareholders have the right to revoke a form of proxy. Non-Registered Holders who wish to change their vote must, at least seven days before the Meeting, arrange for their respective Intermediaries to revoke the form of proxy on their behalf.

Voting of Shares and Proxies and Exercise of Discretion by Designated Persons

A Shareholder may indicate the manner in which the Designated Persons are to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space. If the instructions as to voting indicated in the proxy are certain, the Shares represented by the form of proxy will be voted or withheld from voting in accordance with the instructions given in the form of proxy. If the Shareholder specifies a choice in the form of proxy with respect to a matter to be acted upon, then the Shares represented will be voted or withheld from the vote on that matter accordingly.

If no choice is specified in the form of proxy with respect to a matter to be acted upon, the form of proxy confers discretionary authority with respect to that matter upon the Designated Persons named in the form of proxy. It is intended that the Designated Persons will vote the Shares represented by the form of proxy in favour of each matter identified in the form of proxy.

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice of Meeting, and with respect to other matters which may properly come before the Meeting. At the date of this Circular, management of Goldstrike is not aware of any such amendments, variations, or other matters to come before the Meeting.

In the case of abstentions from, or withholding of, the voting of the Shares on any matter, the Shares that are the subject of the abstention or withholding will be counted for the determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

NON-REGISTERED HOLDERS

Only Registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders are "non-registered" Shareholders because the Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Shares. More particularly, a person is not a Registered Shareholder in respect of Shares which are held on behalf of that person but which are registered either: (a) in the name of an Intermediary that the Non-Registered Holder deals with in respect of the Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators or self-administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc. or the Depository Trust & Clearing Corporation) of which an Intermediary is a participant. In accordance with the requirements set out in NI 54-101, Goldstrike has distributed copies of the Meeting Materials to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Meeting Materials will either:

- (a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deposit it with Goldstrike as provided above; or
- (b) more typically, be given a voting instruction form which is not signed by the Intermediary, and which, when properly completed and signed by the Non-Registered Holder and returned to the Intermediary or its service company, will constitute voting instructions (often called a "**proxy authorization form**") which the Intermediary must follow. Typically, the proxy authorization form will consist of a one page pre-printed form. Sometimes, instead of a one page pre-printed form, the proxy authorization form will consist of a regular printed proxy form accompanied by a page of instructions, which contains a removable label containing a bar-code and other information. In order for the form of proxy to validly constitute a proxy authorization form, the Non-Registered Holder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and return it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of the Shares which they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting in person, the Non-Registered Holder should strike out the names of the management proxyholders named in the form and insert the Non-Registered Holder's name in the blank space provided. In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or proxy authorization form is to be delivered.

There are two kinds of beneficial owners – those who object to their name being made known to the issuers of securities which they own (called OBOs for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called NOBOs for Non-Objecting Beneficial Owners). Pursuant to NI 54-101, issuers can obtain a list of their NOBOs from Intermediaries in order to distribute proxy-related materials directly to NOBOs.

These shareholder materials are being sent to both Registered Shareholders and Non-Registered Holders. If you are a Non-Registered Holder and Goldstrike or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding such securities on your behalf.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

Goldstrike is authorized to issue an unlimited number of Shares, of which 190,343,723 Shares were issued and outstanding on June 14, 2018, being the Record Date for the Meeting. Each Share entitles the holder thereof to one vote at the Meeting. Goldstrike has no other class of voting securities.

In respect of currently issued and outstanding Shares, those persons entitled to receive notice of and to attend and vote at the Meeting in person or by proxy will be determined by the record of Registered

Shareholders of Goldstrike at the close of business on the Record Date. If Goldstrike should issue additional Shares from treasury after the Record Date, the person or persons to whom those Shares are issued shall not be entitled to receive notice of or vote at the Meeting.

The quorum required for the transaction of business at the Meeting is one person who is, or who represents by proxy, a Shareholder entitled to vote at such meeting.

To the best of the knowledge and belief of the directors and senior officers of Goldstrike, as at the Record Date, no person beneficially owned, directly or indirectly, or exercised control or direction over shares carrying more than 10% of the voting rights attached to any class of voting securities of Goldstrike, other than the following:

Name of Shareholder	Number of Shares	Percentage of Issued and Outstanding Shares
Concept Capital Management Ltd.	27,936,076	14.68%

THE ARRANGEMENT

Purpose of the Arrangement

The purpose of the Arrangement is to reorganize Goldstrike and its present operations into two separate public companies, being Goldstrike and Luckystrike. Upon the Arrangement becoming effective, Shareholders of record on the Effective Date will become shareholders in both companies and will receive one New Goldstrike Share for each Share held by such Shareholder on such date and one Luckystrike Share for every seven Shares held by such Shareholder on such date. Luckystrike has applied for the Luckystrike Shares to be listed on the Exchange and any such listing will be subject to Luckystrike fulfilling all of the requirements of the Exchange.

On May 15, 2018, Goldstrike announced the proposed spin-off of the Subco Properties by way of a plan of arrangement under the BCBCA. In the furtherance thereof, Goldstrike entered into the Arrangement Agreement with Luckystrike pursuant to which, among other things, Luckystrike will indirectly acquire the Subco Properties.

In connection with the Arrangement, Goldstrike will subscribe for 8,333,334 Units pursuant to the Goldstrike Placement. In addition, Luckystrike will use commercial best efforts to complete the Subscription Receipt Financing on or before the Effective Date.

Reasons for the Arrangement

The Board has determined that the Arrangement is in the best interests of Goldstrike for the following reasons, among others:

- The separation of the Subco Properties into a separate public company will position such assets to be valued on a standalone basis.
- The transaction will allow Goldstrike's management to focus their efforts on its existing strategic partnership regarding the Plateau Project with Newmont Mining Corporation.
- The transaction will allow Luckystrike's management to focus their efforts on exploring and

developing the Subco Properties.

- The transaction is intended to maximize value, allowing the Subco Properties to be advanced on a standalone basis, while giving Shareholders the optionality of participating in both companies.

The Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Arrangement Agreement, including the Plan of Arrangement, a copy of which is attached as Schedule "C" to this Circular, and which is also available on SEDAR at www.sedar.com. Each of these documents should be read carefully in their entirety.

The Arrangement Agreement establishes the Plan of Arrangement which provides for the following transactions to occur and be deemed to occur without further act or formality at the Effective Time:

- (a) The authorized share capital of Goldstrike and its Notice of Articles and Articles will be altered by:
 - (1) renaming and redesignating all of the issued and unissued Shares as Class A Shares;
 - (2) creating an unlimited number of common shares without par value as the New Goldstrike Shares; and
 - (3) creating an unlimited number of preferred shares without par value, having the special rights and restrictions described in the Plan of Arrangement as the Special Goldstrike Shares;
- (b) Each 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 Shareholders shall cease to be the holders of the Class A Shares so exchanged;
- (c) 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 Shareholder one (1) Luckystrike Share for every seven (7) Special Goldstrike Shares so transferred;
- (d) 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:
 - (1) 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
 - (2) 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 (d)(1) above;
- (e) 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. Luckystrike will accept the Goldstrike Note as full satisfaction of the redemption price of the Special Goldstrike Shares so redeemed;

- (f) 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. Goldstrike will accept the Luckystrike Note as full satisfaction of the redemption price of the Luckystrike Reorganization Shares so redeemed;
- (g) 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) 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 satisfaction of Luckystrike's obligation. The Goldstrike Note and the Luckystrike Note will each be marked paid in full and cancelled;
- (i) The 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 Class A Shares and the Special Goldstrike Shares as a class of shares of Goldstrike;
- (j) 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) All outstanding Options shall be cancelled and terminated and cease to represent any right or claim whatsoever and as sole consideration therefor:
 - (1) Goldstrike shall grant to the former Optionholders, one (1) Replacement Option for each Option previously held; and
 - (2) Luckystrike shall grant to the former Optionholders, one (1) Luckystrike Option for every seven (7) 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 Options; provided that (A) the original exercise price of the Options shall be allocated to the 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) All outstanding Warrants shall be cancelled and terminated and cease to represent any right or claim whatsoever and as sole consideration therefor:

- (1) Goldstrike shall grant to the former Warrantholders, one (1) Replacement Warrant for each Warrant previously held; and
- (2) Luckystrike shall grant to the former Warrantholders, one (1) Luckystrike Warrant for every seven (7) 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 Warrants; provided that the original exercise price of the Warrants shall be allocated to the 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.

The New Goldstrike Shares and the Luckystrike Shares will be listed on the Exchange on the Effective Date immediately prior to the commencement of the steps set out above.

No fractional securities will be issued. All fractional share amounts arising under the steps set out above will be rounded down to the nearest whole number.

Exchange of Securities

Following the Arrangement and as of the Effective Time, the registered holders of former Shares shall be deemed to be registered holders of New Goldstrike Shares and Luckystrike Shares, in accordance with the Plan of Arrangement. Until surrendered, each certificate which immediately prior to the Effective Time represented Shares will be deemed, at any time after the Effective Time, to represent only the right to receive upon such surrender the certificate representing the New Goldstrike Shares and the Luckystrike Shares that the holder thereof has the right to receive in respect of such share certificate pursuant to the Plan of Arrangement.

The holders of certificates deemed to represent Shares are required to surrender such Goldstrike certificates pursuant to the Letter of Transmittal and upon such surrender, will be entitled to receive certificates representing the number of New Goldstrike Shares and Luckystrike Shares to which they are so entitled under the Plan of Arrangement.

The Letter of Transmittal which will be mailed to Shareholders following completion of the Arrangement contains instructions as to the procedure required for registered holders of former Shares to exchange their certificates representing former Shares for certificates representing New Goldstrike Shares and Luckystrike Shares.

Shareholders whose former Shares are registered in the name of a broker, dealer, bank, trust company or other nominee must contact their nominee holder to arrange for completion of the Letter of Transmittal.

Letter of Transmittal

The Letter of Transmittal will set out the details for the surrender of the certificates representing the former Shares, and the address of the Depository. Provided that a Shareholder has delivered and surrendered to the Depository all certificates representing such Shareholder's former Shares, together with a Letter of Transmittal, duly completed and executed in accordance with the instructions thereon or in an otherwise acceptable form and such other documents as may be required by the Depository, the Depository will forward the certificates representing the New Goldstrike Shares and Luckystrike Shares that the Shareholder is entitled to receive to such address or addresses as the Shareholder may direct in the

Letter of Transmittal, or in the absence of any direction, to the address of the Shareholder as shown on the register of shareholders maintained for Goldstrike by Computershare Trust Company of Canada.

Cancellation after Six Years

Certificates representing New Goldstrike Shares and Luckystrike Shares to which former Shareholders would otherwise have been entitled, will be held by the Depository for a maximum of six (6) years from the Effective Date. **If former Shareholders fail to return the certificates representing the former Shares together with a duly completed Letter of Transmittal and such other required documents prior to six (6) years from the Effective Date, each such former certificate representing Shares shall cease to represent a right or claim of any kind or nature including the right of such former holders of Shares to receive certificates representing New Goldstrike Shares or Luckystrike Shares.** Accordingly, persons who tender certificates for Shares after this sixth anniversary will not receive New Goldstrike Shares or Luckystrike Shares and will not own any interest in Goldstrike or Luckystrike and will not be paid any cash or other compensation.

Effect of the Arrangement on Options and Warrants

All Options will be cancelled and terminated and will cease to represent any right or claim whatsoever. As consideration for the cancellation and termination of the Options, Optionholders will receive one Replacement Option for each Option previously held and one Luckystrike Option for every seven Options previously held, which options will have the same terms and conditions as to vesting schedule, tenure and method of exercise as the Options, provided that: (i) the original exercise price of the Options will be allocated to the Replacement Options and the Luckystrike Options acquired by the Optionholder, 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; (ii) Luckystrike Options granted to directors and/or officers of Goldstrike who do not become directors and/or officers of Luckystrike will expire one year following the completion of the Arrangement; and (iii) Luckystrike Options granted to consultants of Goldstrike who do not become consultants of Luckystrike will expire in accordance with the terms of such consultant's engagement.

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

All Warrants will be cancelled and terminated and will cease to represent any right or claim whatsoever. As consideration for the cancellation and termination of the Warrants, Warrantholders will receive one Replacement Warrant for each Warrant previously held and one Luckystrike Warrant for every seven Warrants previously held, which warrants will have the same terms and conditions as to tenure and method of exercise as the Warrants, provided that the original exercise price of the Warrants will be allocated to the Replacement Warrants and the Luckystrike Warrants acquired by the Warrantholder, 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.

As soon as reasonably practicable following the Effective Date, Goldstrike and Luckystrike will cause to be delivered to the former Warrantholders as of the Effective Date in accordance with the terms of the Plan of Arrangement, warrant certificates representing the Replacement Warrants and Luckystrike Warrants to which such former Warrantholders are entitled following the Arrangement.

Pursuant to the Arrangement, the allocation of the original exercise price of the Options to the

Replacement Options and the Luckystrike Options, and the allocation of the original exercise price of the Warrants to the Replacement Warrants and the Luckystrike Warrants, will be determined by the Board as of the Effective Date, based on relevant factors, including, among others, the status of the Subco Properties and the Plateau Project at such time.

As of the date hereof, Goldstrike expects such allocation to be 87.5 : 12.5. Based on the Board's assessment of the properties, Goldstrike does not expect the allocation to change materially unless there is a significant change relating to the underlying assets prior to the Effective Date.

As set forth above, under the Arrangement, Optionholders will receive one Replacement Option for each Option previously held and one Luckystrike Option for every seven Options previously held, and Warrantholders will receive one Replacement Warrant for each Warrant previously held and one Luckystrike Warrant for every seven Warrants previously held. In this manner, (i) each Replacement Option and each Luckystrike Option is anticipated to have an exercise price equal to the product obtained by multiplying the original exercise price of the corresponding Option by 0.875, and (ii) each Replacement Warrant and each Luckystrike Warrant is anticipated to have an exercise price equal to the product obtained by multiplying the original exercise price of the corresponding Warrant by 0.875.

Fractional Shares

No fractional Luckystrike Shares, Luckystrike Options or Luckystrike Warrants will be distributed to the Securityholders and as a result all fractional share amounts arising under the Plan of Arrangement will be rounded down to the nearest whole number. Any Luckystrike Shares, Luckystrike Options or Luckystrike Warrants not distributed as a result of such rounding will be dealt with as determined by the board of directors of Luckystrike in its absolute discretion.

The foregoing information is a summary only and is subject to and qualified in its entirety by the Plan of Arrangement. For further details of procedures, see also "Article 3 – Certificates" of the Plan of Arrangement, which is attached as Schedule "C" hereto.

The Arrangement Agreement

The Arrangement will be effected in accordance with the Arrangement Agreement, a copy of which has been filed under the profile of Goldstrike on SEDAR at www.sedar.com as a material document. The Arrangement Agreement contains a number of conditions precedent to the obligations of Goldstrike and Luckystrike thereunder. Unless all of such conditions are satisfied or waived by the party or parties for whose benefit such conditions exist, to the extent they may be capable of waiver, the Arrangement will not proceed. There is no assurance that the conditions will be satisfied or waived on a timely basis, or at all. The conditions to the Arrangement becoming effective are set out in the Arrangement Agreement. Upon the conditions being fulfilled or waived, documents, records and information, including a copy of the entered Final Order, will be filed with the Registrar as required pursuant to the BCBCA in order for the Registrar to give effect to the Arrangement as of the Effective Time.

The Goldstrike Placement and the Subscription Receipt Financing

Luckystrike intends to close the Goldstrike Placement and the Subscription Receipt Financing prior to or concurrent with the Arrangement. The Goldstrike Placement will consist of the issuance of 8,333,334 Units at a subscription price of \$0.30 per Unit, for aggregate gross proceeds of \$2.5 million. Each Unit is anticipated to consist of one Luckystrike Share and one share purchase warrant, with each warrant entitling the holder thereof to acquire one additional Luckystrike Share at a price of \$0.60 for a period of thirty-six (36) months following the Effective Date, subject to acceleration if the Luckystrike Shares trade

at a price of \$1.00 or more for 10 consecutive trading days. It is anticipated that Goldstrike will be the sole subscriber under the Goldstrike Placement.

The Subscription Receipt Financing will consist of the issuance of up to 8,333,333 Subscription Receipts at a subscription price of \$0.30 per Subscription Receipt, for aggregate gross proceeds of up to \$2.5 million. Each Subscription Receipt is anticipated to entitle the holder thereof to receive one Unit upon completion of the Arrangement without payment of additional consideration or further action. The subscription funds will be held in escrow pending completion of the Arrangement. In the event that the Arrangement is not completed by December 31, 2018, the subscription funds will be promptly returned by Luckystrike to each subscriber under the Subscription Receipt Financing.

As a result of the closing of the Goldstrike Placement and the Subscription Receipt Financing, Luckystrike shareholders will immediately be diluted. Please see *"Information Concerning Luckystrike Post Arrangement – Pro Forma Capitalization of Luckystrike"* in this Circular.

Effective Date of the Arrangement

After obtaining the Final Order and subject to the satisfaction, waiver or release of the conditions set forth in the Arrangement Agreement, the Arrangement will become effective on the Effective Date.

Conditions to Closing

The respective obligations of Goldstrike and Luckystrike to complete the transactions contemplated by the Arrangement Agreement are subject to a number of conditions which must be satisfied or waived in order for the Arrangement to become effective. There is no assurance that these conditions will be satisfied or waived on a timely basis. Notwithstanding the foregoing, the Arrangement Resolution authorizes the Board, without further notice to or approval of its Shareholders, to amend the Arrangement Agreement or to decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Arrangement becoming effective pursuant to the provisions of the BCBCA. Unless all of the conditions are satisfied or waived, the Arrangement will not proceed. The following significant conditions, in addition to other conditions, are contained in the Arrangement Agreement:

- (a) all required Court approvals for the Plan of Arrangement, including the Interim Order and the Final Order shall have been obtained;
- (b) the Arrangement shall have been approved at the Meeting in accordance with the terms of the Interim Order;
- (c) the Exchange shall have confirmed the continued listing and posting for trading of the New Goldstrike Shares to be issued pursuant to the Arrangement;
- (d) the Exchange shall have given conditional acceptance to the listing thereon of the Luckystrike Shares to be issued pursuant to the Arrangement on or before the Effective Date or as soon as practicable thereafter, subject to compliance with the usual requirements of the Exchange;
- (e) there shall not be in force any order or decree restraining or enjoining the consummation of the Arrangement and there shall be no proceeding (other than an appeal made in connection with the Arrangement) in progress or threatened that relates to or results from the transactions contemplated by the Arrangement Agreement that would, if successful, result in an order or ruling that would preclude the completion of the transactions contemplated by the Arrangement Agreement in

accordance with the terms thereof or would otherwise be inconsistent with the applicable regulatory approvals which have been obtained;

- (f) all applicable regulatory approvals necessary or desirable for the completion of the Arrangement shall have been obtained or received, each in a form acceptable to both Parties;
- (g) there shall not exist any prohibition at law against the completion of the Arrangement;
- (h) the Goldstrike Placement shall have been completed on or before the Effective Date;
- (i) the incorporation of Subco by Goldstrike under the laws of the Province of British Columbia and the subsequent transfer by Goldstrike of all of its interest in and to the Subco Properties to Subco shall have been completed on or before the Effective Date; and
- (j) the Arrangement Agreement shall not have been terminated pursuant to the provisions thereof.

If the Arrangement is not completed, Goldstrike will continue to hold and manage the Subco Properties in the same manner it presently does and Luckystrike will continue as a private company.

Recommendation of the Board of Directors

The Board has considered the proposed spin-off transaction with Luckystrike on the terms and conditions as provided in the Arrangement Agreement. **The Board determined that the Arrangement is in the best interests of Goldstrike and is fair from a financial point of view to the Securityholders. The Board recommends that Shareholders vote in favour of the Arrangement.**

In arriving at its conclusion, the Board considered the following, among other things:

- (a) the Arrangement will create a structure which (i) isolates and emphasizes the Subco Properties, and (ii) selectively reduces the dilution of the Shareholders' interest in the remaining assets of Goldstrike;
- (b) the terms of the Arrangement will result in Shareholders continuing to own an interest in all of the assets currently held by Goldstrike, through each Shareholder's respective ownership of New Goldstrike Shares and Luckystrike Shares;
- (c) current industry, economic and market conditions and trends;
- (d) the procedures by which the Arrangement is to be approved, including the requirement for approval by special resolution of the Shareholders at the Meeting and by the Court after a hearing at which fairness will be considered; and
- (e) the listing of the Luckystrike Shares as a condition to the completion of the Arrangement and the continued listing of the New Goldstrike Shares on the Exchange.

Procedure for the Arrangement to Become Effective

The Arrangement is proposed to be carried out under Part 9, Division 5 of the BCBCA. The following procedural steps must be taken in order for the Arrangement to become effective:

- (a) the Arrangement must be approved by the Shareholders in the manner set forth in the Interim Order;
- (b) all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived;
- (c) if the Arrangement is approved by the Shareholders in the manner set forth in the Interim Order, a hearing before the Court must be held to obtain the Final Order approving the Arrangement; and
- (d) if the Final Order is granted by the Court, documents, records and information, including a copy of the entered Final Order must be filed with the Registrar as are required under the BCBCA in order for the Registrar to give effect to the Arrangement in conjunction with the Closing.

Required Shareholder Approval

Pursuant to the terms of the Interim Order, the Arrangement Resolution must, subject to further order of the Court, be approved by at least two-thirds of the votes cast by the Shareholders, voting as a single class, present in person or by proxy at the Meeting. Notwithstanding the foregoing, the Arrangement Resolution authorizes the Board, without further notice to or approval of the Shareholders, subject to the terms of the Arrangement, to amend the Arrangement Agreement or to decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Arrangement becoming effective pursuant to the provisions of the BCBCA.

If Shareholders fail to approve the Arrangement Resolution pursuant to the Interim Order, the Arrangement will be terminated.

Required Court Approvals

On June 25, 2018, Goldstrike obtained the Interim Order, which is attached to this Circular as Schedule "D", authorizing the calling and holding of the Meeting and prescribing the conduct of the Meeting. The Interim Order does not constitute approval of the Plan of Arrangement or the contents of this Circular by the Court. Subject to the terms of the Arrangement Agreement and, if the Arrangement Resolution is approved at the Meeting, Goldstrike will apply to the Court for the Final Order at the Court House, 800 Smithe Street, Vancouver, British Columbia on July 30, 2018, at 10:00 a.m. (Vancouver time) or so soon thereafter as counsel may be heard. Please see the Notice of Application that accompanies this Circular attached as Schedule "E" hereto for further information on participating or presenting evidence at the hearing for the Final Order.

The issuance of New Goldstrike Shares and Luckystrike Shares pursuant to the Arrangement will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be effected in reliance upon the exemption from registration under the U.S. Securities Act provided by Section 3(a)(10) thereof and exemptions provided under the securities laws of each state of the United States in which Shareholders reside. Section 3(a)(10) of the U.S. Securities Act exempts from registration a security that is issued in exchange for outstanding securities where the terms and conditions of such issuance and exchange are approved, after a hearing upon the fairness of such terms and conditions at which all persons to whom it is proposed to issue securities in such exchange have the right to appear, by a court or by a governmental authority expressly authorized by law to grant such approval. The Court will be advised at the hearing of the application for the Final Order that if the terms and conditions of the Arrangement are approved by the Court, the New Goldstrike Shares and the Luckystrike Shares issued pursuant to the Arrangement will not require registration under the U.S. Securities Act. Accordingly, the Final Order of the Court will, if granted, constitute a basis for the exemption from the registration

requirements of the U.S. Securities Act with respect to the issuance of the New Goldstrike Shares and the Luckystrike Shares to Shareholders in connection with the Arrangement.

At the hearing for the Final Order, securityholders and creditors of Goldstrike are entitled to appear in person or by counsel and to make a submission regarding the Arrangement, subject to filing and serving an appearance and satisfying any other applicable requirements.

At the hearing for the Final Order, the Court will also consider, among other things, the fairness of the terms and conditions of the Arrangement and the rights and interests of every Person affected. The Court has broad discretion under the BCBCA when making orders with respect to arrangements. The Court may approve the Arrangement either as proposed, or make the Arrangement subject to such terms and conditions as the Court considers appropriate, or may dismiss the application. Depending upon the nature of any required amendments, Goldstrike may determine not to proceed with the Arrangement if any amendment ordered by the Court is not satisfactory to Goldstrike.

Approval of the Exchange

The Arrangement Agreement provides that receipt of all regulatory approvals, including without limitation, the approval of the Exchange for the listing of the New Goldstrike Shares and the Luckystrike Shares to be issued pursuant to the Arrangement is a condition precedent to the Arrangement becoming effective. Luckystrike has applied for the Luckystrike Shares to be listed on the Exchange and any such listing will be subject to Luckystrike fulfilling all of the requirements of the Exchange.

CERTAIN SECURITIES LAW MATTERS

Canadian Securities Law Considerations

The New Goldstrike Shares, Luckystrike Shares, Replacement Options, Replacement Warrants, Luckystrike Options and Luckystrike Warrants to be issued to Securityholders pursuant to the Arrangement will be issued in reliance on exemptions from prospectus and registration requirements of applicable securities laws of the various applicable provinces in Canada and will generally be "freely tradeable" (and not subject to any "restricted period" or "hold period") if the following conditions are met: (i) the trade is not a control distribution (as defined in applicable securities legislation); (ii) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade; (iii) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and (iv) if the selling securityholder is an insider or officer of Goldstrike or Luckystrike, as the case may be, the selling securityholder has no reasonable grounds to believe that Goldstrike or Luckystrike, as the case may be, is in default of securities legislation.

In addition, unless otherwise exempted, existing hold periods in respect of any Shares, Options or Warrants in effect prior to the Effective Date, will be carried forward to the New Goldstrike Shares, Luckystrike Shares, Replacement Options, Replacement Warrants, Luckystrike Options or Luckystrike Warrants that result from such Shares, Options or Warrants under the Arrangement.

The foregoing discussion is only a general overview of the requirements of Canadian securities laws for the resale of the New Goldstrike Shares, Luckystrike Shares, Replacement Options, Replacement Warrants, Luckystrike Options or Luckystrike Warrants received upon completion of the Arrangement. All holders of Shares, Options or Warrants are urged to consult with their own legal counsel to ensure that any resale of their New Goldstrike Shares, Luckystrike Shares, Replacement Options, Replacement Warrants, Luckystrike Options or Luckystrike Warrants complies with applicable securities legislation.

U.S. Securities Law Considerations

There is no established public market in the United States for any of the Shares or Luckystrike Shares prior to the Effective Date of the Arrangement, and none is expected to develop for the foreseeable future in the United States for the New Goldstrike Shares or Luckystrike Shares after completion of the Arrangement. It is a condition to the Arrangement that the New Goldstrike Shares and Luckystrike Shares to be issued to the Shareholders be accepted for listing on the Exchange and that the Exchange approve the Arrangement.

The manner in which holders of New Goldstrike Shares and Luckystrike Shares resident in the U.S. ("**U.S. Shareholders**") may resell the New Goldstrike Shares or Luckystrike Shares, as the case may be, will depend on whether a U.S. Shareholder is an "affiliate" of Goldstrike. As defined in Rule 144 under the U.S. Securities Act ("**Rule 144**"), an "affiliate" of an issuer is a person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such issuer. Generally, executive officers, directors or 10% or greater shareholders of an issuer are considered to be "affiliates" of an issuer.

New Goldstrike Shares and Luckystrike Shares to be issued to Shareholders, who are not and have not been "affiliates" of Goldstrike within ninety (90) days of the Effective Date of the Arrangement, may be resold without restriction under the U.S. Securities Act. Resales of the New Goldstrike Shares and Luckystrike Shares may be effected through the facilities of the Exchange.

New Goldstrike Shares and Luckystrike Shares issued to Shareholders who are "affiliates" of Goldstrike may be resold pursuant to an exemption from the registration requirements of the U.S. Securities Act, such as that contained in Rule 144, or in an "offshore transaction" as defined in and pursuant to Regulation S.

THE SECURITIES ISSUABLE BY GOLDSTRIKE AND LUCKYSTRIKE IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE PASSED UPON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR UPON THE ADEQUACY OR ACCURACY OF THE INFORMATION CONTAINED IN THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

Each of Goldstrike and Luckystrike is a "foreign private issuer", as defined in and for purposes of the U.S. Securities Act and the U.S. Exchange Act. Neither company has a class of securities registered under the U.S. Exchange Act and as a result, neither files periodic reports or other information with the SEC.

The New Goldstrike Shares and Luckystrike Shares to be issued to the Shareholders under the Arrangement have not been registered under the U.S. Securities Act or the securities laws of any state of the United States and are being issued in reliance on the exemption from registration described under "*The Arrangement – Required Court Approvals*" above and exemptions provided under applicable state securities laws. This Circular has been prepared in accordance with the applicable disclosure requirements in Canada. Residents of the United States should be aware that such requirements are different from the disclosure requirements in the United States applicable to proxy statements under the U.S. Exchange Act. Likewise, information concerning the properties and operations of Goldstrike and Luckystrike has been prepared in accordance with Canadian standards, and may not be comparable to similar information for United States companies.

The Replacement Options, Replacement Warrants, Luckystrike Options and Luckystrike Warrants have not been registered under the U.S. Securities Act. As a result, the Replacement Options, Replacement Warrants, Luckystrike Options and Luckystrike Warrants may not be exercised by or on behalf of a person in the United States, and the New Goldstrike Shares and Luckystrike Shares issuable upon exercise thereof may not be offered or sold in the United States, unless such securities have been registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirements is available.

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the principal Canadian federal income tax considerations generally applicable to holders of Shares, Warrants and Options in respect of the redesignation of the Shares as Class A Shares (the "**Redesignation**"), the exchange of the Class A Shares for New Goldstrike Shares and Special Goldstrike Shares (the "**Share Exchange**"), the transfer of the Special Goldstrike Shares to Luckystrike for consideration including the Luckystrike Shares (the "**Share Transfer**") and, as applicable, the exchange of the Warrants for Replacement Warrants and Luckystrike Warrants (the "**Warrant Exchange**") and the exchange of Options for Replacement Options and Luckystrike Options (the "**Option Exchange**") under the Plan of Arrangement, to Holders of Shares and, as applicable, to Warrantheolders and Optionholders, who:

- (i) are individuals (other than trusts);
- (ii) deal and will deal at arm's length with Goldstrike and Luckystrike, for purposes of the Tax Act;
- (iii) hold and will hold their New Goldstrike Shares, Luckystrike Shares and, as applicable, Replacement Warrants and Luckystrike Warrants, as capital property; and
- (iv) are not dissenting shareholders.

For purposes of this section only, individuals meeting all such requirements are referred to as a "**Holder**" or "**Holdings**" herein and, as applicable "**Warrantheolders**" and "**Optionholders**", and this summary only addresses such individuals.

This summary is based on the current provisions of the Tax Act, the regulations thereunder, all proposals to amend the Tax Act or the regulations publicly announced by the federal Minister of Finance prior to the date hereof, and the understanding of the tax advisors of Goldstrike of the current administrative practices of the Canada Revenue Agency ("**CRA**"). It has been assumed that all currently proposed amendments will be enacted as proposed and that there will be no other relevant change to the Tax Act or other applicable law or policy, although no assurance can be given in these respects. For purposes of this summary, it has also been assumed that the Class A Shares will be or remain listed on the Exchange upon Redesignation, and the New Goldstrike Shares and the Luckystrike Shares will be listed on the Exchange, when issued.

This summary is not exhaustive of all Canadian federal income tax considerations applicable to Holders under the Plan of Arrangement. The summary does not take into account provincial, territorial, U.S. or other foreign tax considerations, which may differ significantly from those discussed herein.

This summary is of a general nature only and is not intended to be, nor should it be considered to be, legal or tax advice to any particular Holder, Warrantheolder or Optionholder. The tax consequences to any particular Holder, Warrantheolder or Optionholder will depend on a variety of

factors including his or her own particular circumstances. Therefore, all Holders, Warrantheolders and Optionholders, and all persons affected by the Plan of Arrangement should consult their own tax advisors with respect to their particular circumstances. The discussion below is qualified accordingly.

Holders and Warrantheolders Participating in the Plan of Arrangement

Holders Resident in Canada

The following summary applies generally to an individual who is a Holder who, for purposes of the Tax Act, is a resident only in Canada (a "**Resident Holder**") and who participates in the Redesignation, the Share Exchange, the Share Transfer and, as applicable, the Warrant Exchange under the Plan of Arrangement.

Redesignation, Share Exchange and Share Transfer

The Redesignation is not a taxable event to a Resident Holder under the Tax Act.

The Share Exchange will not result in the recognition of a capital gain or loss to the Resident Holder under the Tax Act. On the Share Exchange, the Resident Holder will be deemed to dispose of the Resident Holder's Class A Shares for proceeds equal to his or her "adjusted cost base" of those shares, and will acquire the New Goldstrike Shares and Special Goldstrike Shares at an aggregate cost equal to such amount.

The Resident Holder must apportion such cost between the New Goldstrike Shares and the Special Goldstrike Shares in accordance with their proportionate fair market values immediately after the Share Exchange. For this purpose, it is assumed to be reasonable that the fair market value of the Resident Holder's Special Goldstrike Shares immediately after the Share Exchange will be derived from the fair market value of the Transferred Property to be transferred to Luckystrike under the Plan of Arrangement. The fair market value of New Goldstrike Shares is a question of fact determined by reference to all relevant factors (including the respective trading values of those shares following the Share Exchange).

The Share Transfer is also not a taxable event for the Resident Holder under the Tax Act provided the Resident Holder holds their Goldstrike shares as capital property and deals at arm's length with Luckystrike immediately before and after the Share Transfer. Notwithstanding that the Share Transfer may not be a taxable event for the Resident Holder, he or she may choose to include and report in his or her return of income for the year of the Share Transfer any portion of the gain or loss, otherwise determined, from disposing of all of the Special Goldstrike Shares in which case the Resident Holder may be taxable on the gain, if any, reported (see "*Disposition of Shares*" below). The Luckystrike Shares received by a Resident Holder on the Share Transfer will have an adjusted cost base to the Resident Holder equal to the adjusted cost base of the Special Goldstrike Shares transferred by the Resident Holder to Luckystrike plus (minus) any portion of the gain (loss), if any, the Resident Holder chooses to report on the Share Transfer as noted above. The paid up capital of the Luckystrike Shares received will be equal to the paid up capital of the Special Goldstrike Shares transferred.

Exchange of Warrants

A Resident Holder who exchanges Warrants for (i) Replacement Warrants and (ii) Luckystrike Warrants will dispose of his or her Warrants for proceeds of disposition equal to the aggregate fair market value of the Replacement Warrants and Luckystrike Warrants. Under the Arrangement, it is expected that the aggregate fair market value of the Replacement Warrants and Luckystrike Warrants will be

approximately equal to the fair market value of the Warrants exchanged. If this is not the case and the fair market values are not equal, a Resident Holder will generally realize a capital gain (loss) equal to the amount, if any, by which the aggregate fair market value of the Replacement Warrants and Luckystrike Warrants are greater (less) than the adjusted cost base of the Warrants to the Resident Holder, less reasonable costs of disposition. Any such capital gain (loss) will be taxable or deductible as described under "*Disposition of Shares*" below.

Non-Resident Holders

Redesignation, Share Exchange, Share Transfer and Warrant Exchange

A Holder who, for the purposes of the Tax Act and any relevant tax treaty, is not and has never been resident in Canada (a "**Non-Resident Holder**") will not be taxable under the Tax Act on the Redesignation, the Share Exchange, the Share Transfer and, as applicable, the Warrant Exchange provided:

- (i) the Non-Resident Holder does not and will not at any relevant time use or hold any shares of Goldstrike including the Shares, the redesignated Class A Shares, the New Goldstrike Shares and any other shares in carrying on, or otherwise in connection with, a business in Canada; and
- (ii) the Shares are not "taxable Canadian property" (see below) to a Non-Resident Holder.

Generally, the Shares will not be taxable Canadian property at any time at which the share is listed on a "designated stock exchange" as defined in the Tax Act unless, at any time during the sixty (60) months immediately preceding the disposition of the share:

- (i) the Non-Resident Holder, one or more persons with whom the Non-Resident Holder did not deal with at arm's length, partnerships in which the Non-Resident Holder or persons with whom the Non-Resident Holder did not deal at arm's length owned membership interests (directly or indirectly), or any combination of the foregoing, owned twenty-five percent (25%) or more of the issued shares of any class of the capital stock of Goldstrike, as applicable; and
- (ii) the Share derived more than fifty percent (50%) of its fair market value directly or indirectly from, or from any combination of, real property situated in Canada, "Canadian resource properties", "timber resource properties" (as those terms are defined in the Tax Act), and interest, rights or options in or in respect of any of the foregoing.

Shares may also be deemed to be "taxable Canadian property" under other provisions of the Tax Act.

Non-Resident Withholding Tax

For the purpose of the Share Exchange, the Share Transfer and, if applicable, the Warrant Exchange, the existing Class A Shares, and the Special Goldstrike Shares (owned by a Non-Resident Holder at the time of the Share Exchange and the Share Transfer) and the Warrants will be considered "Excluded Property" for purposes of the Tax Act. Therefore, there is no Canadian tax liability to be withheld by Goldstrike or Luckystrike, as applicable, at the time of the Share Exchange and Share Transfer and, if applicable, the Warrant Exchange, nor is there an obligation for the Non-Resident Holder to obtain a certificate from the CRA in respect of the proposed Share Exchange or Share Transfer.

U.S. Federal Income Tax Considerations

Goldstrike has not undertaken any analysis of the United States tax consequences applicable to U.S. Shareholders resulting from the Arrangement. Accordingly, no discussion of the United States tax consequences is presented in this Circular.

Shareholders who are resident or otherwise subject to tax in jurisdictions other than Canada should consult their tax advisors with respect to the tax implications of the Plan of Arrangement, including any associated filing requirements, in such jurisdictions.

Optionholders

The following is a summary of the principal Canadian federal income tax consequences under the Tax Act generally applicable to an employee, director and officer of Goldstrike (all of whom are considered an employee for purposes of the Tax Act) from the exchange of his or her Options (to purchase Shares) for Replacement Options (to purchase New Goldstrike Shares) and Luckystrike Options (to purchase Luckystrike Shares).

This summary is restricted to employees, directors and officers who are individuals (other than a trust), who hold his or her New Goldstrike Shares and/or Luckystrike Shares acquired after exercise of the Replacement Options and/or Luckystrike Options as capital property and deal at arm's length with Goldstrike and Luckystrike within the meaning of the Tax Act.

This summary is for general information purposes only and does not purport to be a complete analysis of all potential Canadian tax consequences that may apply to an employee, director or officer of Goldstrike or one of its subsidiaries, as a result of the grant of Replacement Options or Luckystrike Options, the exercise of the Replacement Options or Luckystrike Options and the ownership and the disposition of the New Goldstrike Shares or Luckystrike Shares acquired on exercise of Replacement Options or Luckystrike Options, as the case may be. Specifically, this summary does not address the Canadian provincial, Canadian sales tax or the foreign tax consequences to a holder in regards to the grant of the Replacement Options or Luckystrike Options, the exercise of the Replacement Options or Luckystrike Options and the ownership and the disposition of the New Goldstrike Shares or Luckystrike Shares acquired on exercise of Replacement Options or Luckystrike Options, as the case may be. In addition, this summary does not take into account the individual facts or circumstances of any particular holder that may affect the Canadian federal income tax consequences to the granting of the Replacement Options or Luckystrike Options, the exercise of the Replacement Options or Luckystrike Options and the ownership and the disposition of the New Goldstrike Shares or Luckystrike Shares acquired on exercise of Replacement Options or Luckystrike Options, as the case may be.

Accordingly, this summary is not intended to be and should not be construed as legal or Canadian tax advice with respect to any Optionholder. Each Optionholder is urged to consult his or her own financial, tax and legal advisors regarding the Canadian tax and foreign tax consequences to the grant of Replacement Options or Luckystrike Options, the exercise of the Replacement Options or Luckystrike Options and the ownership and disposition of the New Goldstrike Shares or Luckystrike Shares on exercise of the Replacement Options or Luckystrike Options, as the case may be.

Resident or Non-Resident Employees, Directors or Officers

The Optionholder's exchange of his or her Options for Replacement Options and Luckystrike Options should not be a taxable event if, in accordance with the Arrangement, the aggregate value of the

Replacement Options and the Luckystrike Options do not exceed the value of the Options immediately before the Option Exchange and no other consideration is received on the Option Exchange.

Consultants

There is some uncertainty as to the Canadian federal income tax consequences to a Canadian resident or non-resident consultant who carries on business in Canada with Goldstrike or one of its subsidiaries, who is considered to be self-employed for Canadian income tax purposes and who receives Options in respect of services rendered to Goldstrike or one of its subsidiaries. The uncertainty carries over to the Option Exchange.

Whether an amount is required to be included in computing the consultant's business income or income from business carried on in Canada, as the case may be, is a question of fact based on each consultant's own facts and circumstances and in particular, whether the Options were issued for services already rendered or to be rendered, the exercise price of the Option and the trading value of the Shares at the time of the grant or exercise of the Option, the holding period of the Option and the Shares, and the intention as to whether or not the Option and Shares received on exercise of the Option were considered to be payment for services rendered.

Given the uncertainty of the amount to be included in a Canadian resident's business income or a non-resident's income from business carried on in Canada, consultants are advised to consult their own legal and tax advisors as to the Canadian federal income tax consequences related to the receipt of Options, the Option Exchange, the exercise of the Replacement Options and Luckystrike Options and subsequent disposition of the shares acquired on exercise of such options.

Disposition of the Shares

Resident Holder

A Resident Holder who disposes (or is deemed to have disposed) of shares of Goldstrike and/or Luckystrike (collectively or individually, the "**Shares**") will generally realize a capital gain (or a capital loss) to the extent that the proceeds of disposition exceed (or are exceeded by) the aggregate of the adjusted cost base of the Shares.

Fifty percent (50%) of capital gains ("**taxable capital gain**") from disposition of the Shares will be included in income for the taxation year in which the disposition occurs. Fifty percent (50%) of any capital loss (an "**allowable capital loss**") may be deducted from taxable capital gains for the year and excess allowable capital losses may generally be carried back three (3) taxation years and forward indefinitely and deducted from taxable capital gains realized in those years. In some circumstances, a capital loss will be denied if the loss arises from a disposition to an "affiliated person" within the meaning of the Tax Act.

Federal income tax payable by an individual is the greater of the federal tax otherwise determined and an alternative minimum tax ("**AMT**") imposed at the federal minimum tax rate of fifteen percent (15%) computed by reference to the individual's "adjusted taxable income" for the year in excess of a \$40,000 exemption and reduced by certain tax credits. In calculating adjusted taxable income for the purpose of computing AMT, certain deductions and credits otherwise available are disallowed and certain amounts not otherwise included, are included. For instance, an additional thirty percent (30%) of net capital gains realized by an individual during the year are added to adjusted taxable income. As well, the stock option deduction an individual is otherwise entitled to deduct in computing his or her income or taxable income

earned in Canada, as the case may be, is limited to twenty percent (20%) (rather than to 1/2) of the Stock Option Benefit (not defined here).

Consequently, an individual who realizes capital gains on the disposition of the Shares or a Stock Option Benefit related to the exercise of Options, may be subject to AMT. Whether AMT applies to any particular individual will depend on the amount of such individual's income, the source from which it is derived, and the nature and amounts of deductions of such individual claims. Individuals should consult their own legal and tax advisors to determine whether they will be subject to AMT.

Any additional federal tax payable by an individual for the year resulting from the application of AMT may be applied to reduce the individual's federal tax otherwise payable for any of the seven (7) immediately following years to the extent such federal tax otherwise payable for such subsequent year exceeds the AMT computed for that subsequent year.

Non-Resident Holder

A Non-Resident Holder will not be subject to Canadian federal income tax on any capital gain (or capital loss) on the Shares unless they constitute "Taxable Canadian Property" as defined by the Tax Act.

RISK FACTORS

An investment in New Goldstrike Shares and Luckystrike Shares should be considered highly speculative, not only due to the nature of Goldstrike's existing business and operations, but also because of the uncertainty related to completion of the Arrangement and the business of Goldstrike and Luckystrike upon completion of the Arrangement. In addition to the other information in this Circular, an investor should carefully consider each of, and the cumulative effect of the following factors, which assume the completion of the Arrangement.

Risks Relating to the Arrangement

There are risks associated with the Arrangement including (i) market reaction to the Arrangement and the future trading prices of the New Goldstrike Shares and Luckystrike Shares cannot be predicted; (ii) the Arrangement may give rise to significant adverse tax consequences to non-Canadian Securityholders and each such Securityholder is urged to consult their own tax advisor; (iii) uncertainty as to whether the Arrangement will have a positive impact on Goldstrike and Luckystrike; and (iv) there is no assurance that required approvals will be received.

The completion of the Arrangement is subject to several conditions under the Arrangement Agreement. See "*The Arrangement – Conditions to Closing*". If any of those conditions are not satisfied or waived, the Arrangement may not be completed. There is no certainty, nor can the Parties provide any assurances that the conditions in the Arrangement Agreement will be satisfied.

Risks Relating to Luckystrike

Exploration, Development and Production Risks

The exploration for and development of minerals involves significant risks, which even a combination of careful evaluation, experience and knowledge may not eliminate. Few properties which are explored are ultimately developed into producing mines. There can be no guarantee that the estimates of quantities and qualities of minerals disclosed will be economically recoverable. With all mining operations there is uncertainty and, therefore, risk associated with operating parameters and costs resulting from the scaling

up of extraction methods tested in pilot conditions. Mineral exploration is speculative in nature and there can be no assurance that any minerals discovered will result in an increase in Luckystrike's resource base.

Luckystrike's operations will be subject to all of the hazards and risks normally encountered in the exploration, development and production of minerals. These include unusual and unexpected geological formations, rock falls, seismic activity, flooding and other conditions involved in the extraction of material, any of which could result in damage to, or destruction of, mines and other producing facilities, damage to life or property, environmental damage and possible legal liability. Although precautions to minimize risks will be taken, operations are subject to hazards that may result in environmental pollution, and consequent liability that could have a material adverse impact on the business, operations and financial performance of Luckystrike.

Substantial expenditures are required to establish ore reserves through drilling, to develop metallurgical processes to extract the metal from the ore and, in the case of new properties, to develop the mining and processing facilities and infrastructure at any site chosen for mining. Although substantial benefits may be derived from the discovery of a major mineralized deposit, no assurance can be given that minerals will be discovered in sufficient quantities to justify commercial operations or that funds required for development can be obtained on a timely basis. The economics of developing gold and other mineral properties is affected by many factors including the cost of operations, variations in the grade of ore mined, fluctuations in mineral and metal markets, costs of processing equipment and such other factors as government regulations, including regulations relating to royalties, allowable production, importing and exporting of minerals and environmental protection. The remoteness and restrictions on access of properties in which Luckystrike will have an interest will have an adverse effect on profitability as a result of higher infrastructure costs. There are also physical risks to the exploration personnel working in the terrain in which Luckystrike's properties are located, often in poor climate conditions.

The long-term commercial success of Luckystrike depends on its ability to find, acquire, develop and commercially produce gold. No assurance can be given that Luckystrike will be able to locate satisfactory properties for acquisition or participation. Moreover, if such acquisitions or participations are identified, Luckystrike may determine that current markets, terms of acquisition and participation or pricing conditions make such acquisitions or participations uneconomic.

Permits and Licenses

The future operations of Luckystrike may require permits from various governmental authorities and will be governed by laws and regulations governing prospecting, development, mining, production, export, taxes, labour standards, occupational health, waste disposal, land use, environmental protections, mine safety and other matters. There can be no guarantee that Luckystrike will be able to obtain all necessary licenses, permits and approvals that may be required to undertake exploration activity or commence construction or operation of mine facilities on any of its properties. Additionally, there can be no assurance that all permits and licenses that Luckystrike may require for future exploration or possible future development will be obtainable at all or on reasonable terms.

Mining and exploration activities are also subject to various laws and regulations relating to the protection of the environment. Although Luckystrike believes that its exploration activities will be carried out in accordance with all of the applicable rules and regulations, no assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner that could limit or curtail the production or development of Luckystrike's properties.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures,

installation of additional equipment, or remedial actions. Parties engaged in mining operations or in the exploration or development of mineral properties may be required to compensate those suffering loss or damage by reason of the mining activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations.

Amendments to current laws, regulations and permits governing operations and activities of mining companies, or a more stringent implementation thereof, could have a material adverse impact on Luckystrike and cause increases in exploration expenses, capital expenditures or production costs, reduction in levels of production at producing properties, or abandonment or delays in development of new mining properties.

Substantial Capital Requirements

The management of Luckystrike anticipates that it may make substantial capital expenditures for the acquisition, exploration, development and production of its properties, in the future. As Luckystrike will be in the exploration stage with no revenue being generated from the exploration activities on its mineral properties, Luckystrike may have limited ability to raise the capital necessary to undertake or complete future exploration work, including drilling programs.

There can be no assurance that debt or equity financing will be available or sufficient to meet these requirements or for other corporate purposes or, if debt or equity financing is available, that it will be on terms acceptable to Luckystrike. Moreover, future activities may require Luckystrike to alter its capitalization significantly. The inability of Luckystrike to access sufficient capital for its operations could have a material adverse effect on its financial condition, results of operations or prospects. In particular, failure to obtain such financing on a timely basis could cause Luckystrike to forfeit its interest in certain properties, miss certain acquisition opportunities and reduce or terminate its operations.

In addition, there can be no assurance that Luckystrike will be able to complete the Subscription Receipt Financing as contemplated herein or at all.

Acquisition of Additional Mineral Properties

In order to grow its business and pursue its long-term growth strategy, Luckystrike may seek to acquire additional mineral interests or merge with or invest in new companies or opportunities. A failure to make acquisitions or investments may limit Luckystrike's growth. In pursuing acquisition and investment opportunities, Luckystrike will face competition from other companies having similar growth and investment strategies, many of which may have substantially greater resources than Luckystrike. Competition for these acquisitions or investment targets could result in increased acquisition or investment prices, higher risks and a diminished pool of businesses, services or products available for acquisition or investment. Additionally, if Luckystrike loses or abandons its interest in any of its mineral projects, there is no assurance that it will be able to acquire another mineral property of merit or that such an acquisition would be approved by applicable regulators.

Government and Community/Stakeholder Regulation and Approvals

Natural resource companies face increasing public scrutiny of their activities. Luckystrike may face pressure to demonstrate that, in addition to seeking to generate returns for its shareholders, other stakeholders benefit from its activities, including local governments and the communities surrounding or nearby its properties. The potential consequences of these pressures include reputational damages, lawsuits, increasing social investment obligations and pressure to increase taxes, future royalties or other

contributions to local governments and surrounding communities. These pressures may also impair Luckystrike's ability to successfully obtain permits and approvals required for its operations.

Mineral exploration activities of Luckystrike will be subject to extensive laws and regulations governing prospecting, exploration, development, production, taxes, labour standards and occupational health, mine safety, toxic substances, land use, waste disposal, water use, land claims of local people, protection of historic and archaeological sites, mine development, protection of endangered and protected species and other matters.

Government and community/stakeholder approvals may be required in connection with Luckystrike's operations. To the extent such approvals are required and not obtained, Luckystrike may be curtailed or prohibited from continuing its exploration or mining operations or from proceeding with planned exploration or development of mineral properties.

Luckystrike's mineral exploration activities may be adversely affected in varying degrees by changing government regulations relating to the mining industry or shifts in political conditions that increase royalties payable or the costs related to Luckystrike's activities or maintaining its properties. Operations may also be affected in varying degrees by government regulations with respect to restrictions on production, price controls, government imposed royalties, claim fees, export controls, income taxes, and expropriation of property, environmental legislation and mine safety. The effect of these factors cannot be accurately predicted.

Infrastructure

Mining, processing, development and exploration activities depend, to one degree or another, on adequate infrastructure. Reliable roads, bridges, power sources and water supply are important determinants that affect capital and operating costs. Unusual or infrequent weather phenomena, sabotage, government or other interference in the maintenance or provision of such infrastructure could adversely affect Luckystrike's operations, financial condition and results of operations.

Title Risk and Loss of Interest in Properties

The acquisition of title to mineral properties is a very detailed and time-consuming process. Title to, and the area of, mineral concessions may be disputed. Although Luckystrike believes that it will have taken reasonable measures to ensure proper title to its interests in any properties, there is no guarantee that title to any such properties will not be challenged or impaired. Third parties may have valid claims underlying portions of Luckystrike's interests, including prior unregistered liens, agreements, transfers or claims, including native land claims, and title may be affected by, among other things, undetected defects. In addition, Luckystrike may be unable to operate on such properties as permitted or to enforce its rights with respect to such properties.

Environmental and Safety Regulation Risk

Environmental laws and regulations may affect the operations of Luckystrike. These laws and regulations set various standards regulating certain aspects of health and environmental quality. They provide for penalties and other liabilities for the violation of such standards and establish, in certain circumstances, obligations to rehabilitate current and former facilities and locations where operations are or were conducted. The permission to operate can be withdrawn temporarily where there is evidence of serious breaches of health and safety standards, or even permanently in the case of extreme breaches. Significant liabilities could be imposed on Luckystrike for damages, cleanup costs or penalties in the event of certain discharges into the environment, environmental damages caused by previous owners of acquired

properties or noncompliance with environmental laws or regulations. In all major developments, Luckystrike will generally rely on recognized designers and development contractors from which Luckystrike will, in the first instance, seek indemnities. Luckystrike intends to minimize risks by taking steps to ensure compliance with environmental, health and safety laws and regulations and operating to applicable environmental standards. There is a risk that environmental laws and regulations may become more onerous, making Luckystrike's operations more expensive.

Contractor Performance

As Luckystrike continues with the exploration and advancement of its projects, timely and cost effective completion of work will depend largely on the performance of its contractors. If any of these contractors or consultants do not perform to accepted or expected standards, Luckystrike may be required to hire different contractors to complete tasks, which may impact schedules and add costs to Luckystrike's projects, and in some cases, lead to significant risks and losses. A major contractor default or the failure to properly manage contractor performance could have an adverse effect on Luckystrike's results.

Compliance Costs

Luckystrike is subject to various laws and regulations. The costs associated with compliance with such laws and regulations may cause substantial delays and require significant cash and financial expenditure, which may have a material adverse effect on Luckystrike or the development of its projects.

Luckystrike will rely on various counsel, consultants and advisors in respect of legal, environmental compliance, banking, financing and tax matters in order to ensure compliance with material legal, regulatory and governmental developments as they pertain to and affect Luckystrike's operations. Nevertheless, Luckystrike may fail to comply with a legal or regulatory requirement, which may lead to the revocation of certain rights or to penalties or fees and in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions.

Parties engaged in exploration operations may be required to compensate those suffering loss or damage by reason of the exploration activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations and, in particular, environmental laws. Any of the foregoing may have a material adverse effect on Luckystrike or the development of its projects.

Economic Conditions

Many industries, including the precious metals mining industry, are impacted by volatile market conditions. Global financial conditions remain subject to sudden and rapid destabilization in response to economic shocks. A slowdown in the financial markets or other economic conditions, including but not limited to consumer spending, employment rates, business conditions, inflation, fluctuations in fuel and energy costs, consumer debt levels, lack of available credit, the state of financial markets, interest rates and tax rates may adversely affect Luckystrike's growth and financial condition. A sudden or rapid destabilization of global economic conditions could impact Luckystrike's ability to obtain equity or debt financing in the future on terms favourable to Luckystrike or at all. In such an event, Luckystrike's operations and financial condition could be adversely affected.

Commodity Price Risk

Luckystrike will be exposed to commodity price risk. The price of gold or other commodities fluctuates

widely and may be affected by numerous factors beyond Luckystrike's control, including, but not limited to, the sale or purchase of commodities by various central banks and financial institutions, interest rates, exchange rates, inflation or deflation, global and regional supply and demand, and political and economic climates and conditions of major mineral-producing countries around the world.

Declines in the market price of gold, base metals and other minerals may adversely affect Luckystrike's ability to raise capital or attract joint venture partners in order to fund its ongoing operations. Commodity price declines could also reduce the amount Luckystrike would receive on the disposition of one of its mineral properties to a third party.

History of Net Losses

Luckystrike has not yet commenced operations and therefore has no history of earnings or return on investment, and there is no assurance that any of the properties that it will acquire pursuant to the Arrangement or otherwise will generate earnings, operate profitably or provide a return on investment in the future. Goldstrike has not found that development activity is warranted on any of the mineral properties forming part of the Subco Properties. Even if Luckystrike does undertake development activity of any of the mineral properties forming part of the Subco Properties, there is no certainty that Luckystrike will produce revenue, operate profitably or provide a return on investment in the future.

The exploration of Luckystrike's properties depends on its ability to obtain additional required financing. There is no assurance that Luckystrike will be successful in obtaining the required financing, which could cause it to postpone its exploration plans or result in the loss or substantial dilution of its interest in its properties as disclosed in this Circular.

Competition

The mining industry is intensely competitive in all of its phases, and Luckystrike will compete with many companies possessing greater financial and technical resources. Competition in the precious metals mining industry is primarily for: mineral rich properties that can be developed and produced economically; technical expertise to find, develop and operate such properties; labour to operate the properties; and capital for the purpose of funding such properties. Many competitors not only explore for and mine precious metals, but conduct refining and marketing operations on a global basis. Such competition may result in Luckystrike being unable to acquire desired properties, to recruit or retain qualified employees or to acquire the capital necessary to fund its operations and develop mining properties. Existing or future competition in the mining industry could materially adversely affect Luckystrike's prospects for mineral exploration and success in the future.

Mineral Reserves/Mineral Resources

All of the properties in which Luckystrike will hold an interest are considered to be in the early exploration stage only and do not contain a known body of commercial minerals. Mineral reserves are, in large part, estimates and no assurance can be given that the anticipated tonnages and grades will be achieved or that the indicated level of recovery will be realized. Reserve estimates for properties that have not yet commenced production may require revision based on actual production experience. Market price fluctuations of metals, as well as increased production costs or reduced recovery rates may render mineral reserves containing relatively lower grades of mineralization uneconomic and may ultimately result in a restatement of reserves. Moreover, short-term operating factors relating to the mineral reserves, such as the need for orderly development of the ore bodies and the processing of new or different mineral grades may cause a mining operation to be unprofitable in any particular accounting period.

Specialized Skill and Knowledge

The success of Luckystrike will be dependent on a relatively small number of key management personnel, employees and consultants. Such skills and knowledge include the areas of permitting, geology, drilling, metallurgy, logistical planning, engineering and implementation of exploration programs, as well as finance and accounting. The loss of the services of one or more of such key management personnel could have a material adverse effect on Luckystrike. Luckystrike's ability to manage its exploration and future development activities, and hence its success, will depend in large part on the efforts of these individuals. Luckystrike faces intense competition for qualified personnel, and there can be no assurance that Luckystrike will be able to attract and retain such personnel.

Litigation

Luckystrike will be subject to litigation risks. All industries, including the mining industry, are subject to legal claims, with and without merit. Defense and settlement costs of legal claims can be substantial, even with respect to claims that have no merit. Due to the inherent uncertainty of the litigation process, the resolution of any particular legal proceeding to which Luckystrike may become subject could have a material effect on its financial position, results of operations or its mining and project development operations.

Conflicts of Interest

Certain of the proposed directors and officers of Luckystrike will be engaged in, and will continue to engage in, other business activities on their own behalf and on behalf of other companies (including mineral resource companies) and, as a result of these and other activities, such directors and officers of Luckystrike may become subject to conflicts of interest. The BCBCA provides that if a director has a material interest in a contract or proposed contract or agreement that is material to the issuer, the director must disclose his interest in such contract or agreement and must refrain from voting on any matter in respect of such contract or agreement, subject to and in accordance with the BCBCA. To the extent that conflicts of interest arise, such conflicts will be resolved in accordance with the provisions of the BCBCA.

Dividends

To date, Luckystrike has not paid any dividends on its outstanding Luckystrike Shares. Any decision to pay dividends on the Luckystrike Shares will be made by the board of directors of Luckystrike on the basis of its earnings, financial requirements and other conditions.

Dilution

Luckystrike will focus on exploring for minerals and will use its working capital to carry out such exploration. However, Luckystrike will require additional funds to further such activities. To obtain such funds, Luckystrike may sell additional securities including, but not limited to, Luckystrike Shares or some form of convertible security, the effect of which would result in a substantial dilution of the equity interests of its shareholders.

Uninsurable Risks

In the course of exploration and development of mineral properties, several risks such as rock bursts, cave-ins, fires, flooding, earthquakes and unexpected or unusual geological or operating conditions, may

occur. It is not always possible to fully insure against such risks, and Luckystrike may decide not to take out insurance against such risks as a result of high premiums or other reasons. Should such liabilities arise they could reduce or eliminate any future profitability and result in an increase in costs and a decline in value of the securities of Luckystrike.

Luckystrike is not insured against most environmental risks. Insurance against environmental risks (including potential liability for pollution and other hazards as a result of the disposal of waste products occurring from exploration and production) has not been generally available to companies within the industry. Luckystrike periodically evaluates the cost and coverage of the insurance against certain environmental risks that is available to determine if it would be appropriate to obtain such insurance. Without such insurance, and if Luckystrike becomes subject to environmental liabilities, the payment of such liabilities would reduce or eliminate its available funds or could exceed the funds Luckystrike has to pay such liabilities and result in bankruptcy. Should Luckystrike be unable to fund fully the remedial cost of an environmental problem it might be required to enter into interim compliance measures pending completion of the required remedy.

Potential Profitability Depends Upon Factors Beyond the Control of Luckystrike

The potential profitability of mineral properties is dependent upon many factors beyond Luckystrike's control. For instance, world prices of and markets for minerals are unpredictable, highly volatile, potentially subject to government fixing, pegging and/or controls and respond to changes in domestic, international, political, social and economic environments. Another factor is that rates of recovery of minerals from mined ore (assuming that such ore deposits are known to exist) may vary from the rate experienced in tests and a reduction in the recovery rate will adversely affect profitability and, possibly, the economic viability of a property. Profitability also depends on the costs of operations, including costs of labour, equipment, electricity, environmental compliance or other production inputs. Such costs will fluctuate in ways Luckystrike cannot predict and are beyond Luckystrike's control, and such fluctuations will impact on profitability and may eliminate profitability altogether. Additionally, due to worldwide economic uncertainty, the availability and cost of funds for development and other costs have become increasingly difficult, if not impossible, to project. These changes and events may materially affect the financial performance of Luckystrike.

Aboriginal Title Claims

Recent Canadian jurisprudence puts in doubt the ability of mining companies to acquire, within a reasonable timeframe, effective mineral titles in some parts of Canada in which aboriginal title is claimed. The risk of unforeseen aboriginal title claims also exists in foreign jurisdictions and also could affect future acquisitions. The need for governments to consult with aboriginal peoples with respect to grants of mineral rights in the issuance or amendment of project authorizations may affect Luckystrike's ability to expand or transfer existing operations or to develop new projects.

Luckystrike Shares May Experience Price Volatility

Securities markets have a high level of price and volume volatility, and the market price of securities of many companies have experienced wide fluctuations in price which have not necessarily been related to the operating performance, underlying asset values or prospects of such companies. Factors unrelated to the financial performance or prospects of Luckystrike include macroeconomic developments in North America and globally, and market perceptions of the attractiveness of particular industries. Luckystrike's share price, financial condition and results of operations are all also likely to be significantly affected by short term changes in metal prices. There can be no assurance that continual fluctuations in metal prices

will not occur. As a result of any of these factors, the market price of the Luckystrike Shares at any given point in time may not accurately reflect Luckystrike's long-term value.

Risks Relating to Goldstrike

Risk factors relating to the activities of Goldstrike are contained in its MD&A for the three months ended March 31, 2018 in the section entitled "*Risk Factors*", which risk factors are incorporated herein by reference. Risk factors related to the business of Goldstrike as contained in its MD&A for the three months ended March 31, 2018 will generally continue to apply to Goldstrike after the Effective Date and will not be affected by the Arrangement. Shareholders should carefully consider those risk factors as well as the additional risk factors set forth herein and consider all other information contained herein and in Goldstrike's other public filings before making an investment decision.

INFORMATION CONCERNING LUCKYSTRIKE POST-ARRANGEMENT

Upon completion of the Arrangement, Luckystrike will become an independent and publicly traded reporting corporation. The following information is reflective of the projected business, financial and share capital position of Luckystrike upon completion of the Arrangement. See also the unaudited pro forma consolidated financial statements of Luckystrike as at March 31, 2018 attached as Schedule "F" to this Circular and the audited financial statements of Luckystrike for the period from incorporation on January 10, 2018 to March 31, 2018 attached as Schedule "G" to this Circular.

Corporate Structure

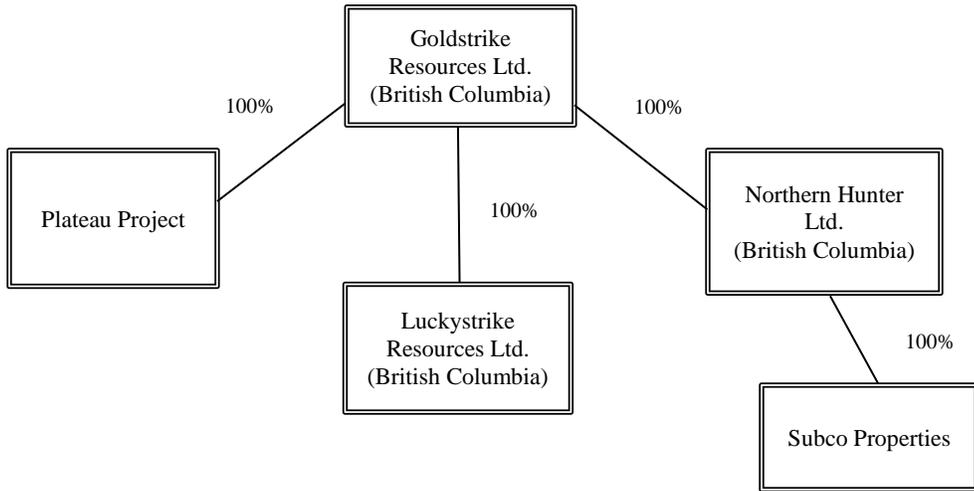
Luckystrike was incorporated on January 10, 2018 pursuant to the BCBCA as "Luckystrike Resources Ltd.". Luckystrike is not currently a reporting issuer and its shares are not listed on any stock exchange. If the Arrangement is completed, Luckystrike will be a reporting issuer in British Columbia and Alberta. Application has been made to list the Luckystrike Shares on the Exchange. Such listing will be subject to meeting the Exchange's initial listing requirements. Completion of the Arrangement is conditional upon the Exchange approving the listing of the Luckystrike Shares.

The registered office of Luckystrike is located at 1000 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia. The head office of Luckystrike is located at Suite 1010 – 1130 West Pender Street, Vancouver, British Columbia.

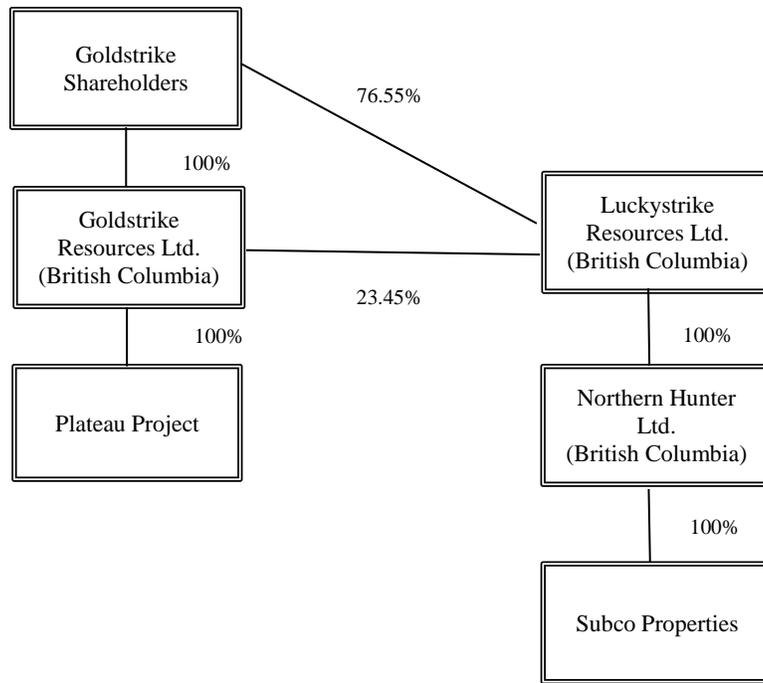
Intercorporate Relationships

The following diagram illustrates the intercorporate relationship between Luckystrike and Goldstrike before and after completion of the Arrangement (assuming completion of the Goldstrike Placement and the issuance of Units thereunder but excluding the completion of the Subscription Receipt Financing and the issuance of Units thereunder):

Before the Arrangement



After the Arrangement



General Development of the Business

On May 15, 2018, Goldstrike announced that it would reorganize its mineral property assets in an effort to maximize shareholder value. Pursuant to the Arrangement, the Subco Properties will be indirectly transferred to Luckystrike through the transfer of the Transferred Property, while Goldstrike will retain its interest in the Plateau Project.

History

Since its incorporation, Luckystrike has conducted no business.

Significant Acquisitions and Dispositions

Since its incorporation, no significant acquisitions or significant dispositions have been completed by Luckystrike. Pursuant to the Arrangement, Luckystrike will indirectly acquire each of the Subco Properties.

Narrative Description of the Business

Stated Business Objectives

Following completion of the Arrangement, Luckystrike will be engaged in the business of mineral exploration and development in Canada, including the exploration and advancement of the Subco Properties, and particularly the exploration and advancement of its flagship property, the Luckystrike Property. Please see "*Information Concerning Luckystrike Post-Arrangement – Luckystrike Property*" for a description of the Luckystrike Property. Luckystrike will be required to facilitate separate fund-raising, exploration and development strategies to achieve its business objectives and it expects to commence these strategies as soon as practicable following the Effective Date.

Milestones

For the business objectives to occur as described under "*Stated Business Objectives*" above, the first milestone will be the approval and completion of the Arrangement and the completion of the Goldstrike Placement and the Subscription Receipt Financing, the funds from which will be used to fund ongoing operations (See "*Information Concerning Luckystrike Post-Arrangement – Available Funds and Principal Purposes*"). This Arrangement is expected to be completed by July 31, 2018.

A more detailed description of the exploration and development activities for the Luckystrike Property is discussed below under "*Luckystrike Property*".

Description of the Assets of Luckystrike

Under the Arrangement, each of the Subco Properties will be indirectly transferred to Luckystrike through the transfer of the Transferred Property in exchange for Luckystrike Reorganization Shares, which will subsequently be redeemed by Luckystrike. Additionally, Luckystrike will issue Luckystrike Options and Luckystrike Warrants to the former Optionholders and Warranholders.

The Subco Properties are comprised of the Luckystrike Property and the following other properties: (i) the Hotspot Property; (ii) the Bull's Eye Property; (iii) the BRC Property; (iv) the Gold Source Property; and (v) the King's Ransom Property.

Products and Operations

Luckystrike will be an exploration stage company with no producing properties and consequently has no current operating income cash flow or revenues. There is no assurance that a commercially viable mineral deposit exists on any of Luckystrike's properties. Luckystrike's principal product under exploration will be gold.

Specialized Skills and Knowledge

All aspects of Luckystrike's business will require specialized skills and knowledge. Such skills and knowledge include the areas of geology, drilling, logistical planning and implementation of exploration programs and accounting. Goldstrike has relied on and Luckystrike may continue to rely upon consultants and others for exploration and development expertise.

Competitive Conditions

The mineral exploration and mining industry is competitive in all phases of exploration, development and production. Luckystrike competes with other mining companies, some of which have greater financial resources and technical facilities, for the acquisition of mineral tenements, claims, leases and other mineral interests for exploration and development projects. As a result of this competition, Luckystrike may not be able to acquire attractive properties in the future on terms it considers acceptable. The ability of Luckystrike to acquire attractive mineral properties in the future depends not only on its success in exploring and developing its current properties, but also on its ability to select, acquire and bring to production suitable properties or prospects for exploration, mining and development. Luckystrike also competes with other mining companies for investment capital with which to fund such projects and for the recruitment and retention of qualified employees.

Components

All of the raw materials Luckystrike will require to carry on its business are available through normal supply or business contracting channels. Luckystrike will secure personnel to conduct its currently contemplated programs. Over the past several years, increased mineral exploration activity on a global scale has made some services difficult to procure particularly skilled and experienced contract drilling personnel. It is possible that delays or increased costs may be experienced in order to proceed with drilling activities during the current period.

Such delays could significantly affect Luckystrike if, for example, commodity prices fall significantly, thereby reducing the opportunity Luckystrike may have had to develop a particular project had such tests been completed in a timely manner before the fall of such prices. Such delays can slow down work programs, thus increasing field expenses or other costs (such as property payments which may have to be made before all information to assess the desirability of making such payment is known, or causing Luckystrike to not make such a payment and terminate its interest in a property rather than make a significant property payment before all information is available).

Cycles

The mining business is subject to mineral price cycles. The marketability of minerals and mineral concentrates is also affected by worldwide economic cycles.

Economic Dependence

Luckystrike's business will not be substantially dependent on any contract such as a property option agreement or a contract to sell the major part of its products or services or to purchase the major part of its requirements for goods, services or raw materials, or on any franchise or license or other agreement to use a patent, formula, trade secret, process or trade name upon which its business depends.

Environmental Conditions

All aspects of Luckystrike's field operations will be subject to environmental regulations and generally will require approval by appropriate regulatory authorities prior to commencement. Any failure to comply could result in fines and penalties. With all projects at the exploration stage, the financial and operational impact of environmental projection requirements is minimal. Should any projects advance to the production stage, then more time and money would be involved in satisfying the environmental protection requirements.

Employees

Luckystrike does not currently have any employees or consultants, but will following the Arrangement engage consultants and employees, as needed to carry on its exploration activities.

Lending

Luckystrike does not currently hold any investments or owe any material long term liabilities. Luckystrike has not adopted any specific policies or restrictions regarding investments or lending, but will ensure any investment or debt activities incurred are in the best interests of Luckystrike and its securityholders. Luckystrike expects that in the immediate future in order to maintain and develop its mineral properties, it will need to raise additional capital through a combination of debt and equity.

Bankruptcy and Similar Procedures

There are no bankruptcies, receivership or similar proceedings against Luckystrike, nor is Luckystrike aware of any such pending or threatened proceedings. There has not been any voluntary bankruptcy, receivership or similar proceedings by Luckystrike since incorporation.

Reorganization

Luckystrike has not completed any reorganization since incorporation.

Social or Environmental Policies

Luckystrike has not adopted any specific social or environmental policies that are fundamental to its operations (such as policies regarding its relationship with the environment, with the communities in the vicinity of its mineral exploration projects or human rights policies). However, Luckystrike's management, with the assistance of its contractors and advisors, will ensure its ongoing compliance with local environmental laws in the jurisdictions in which it does business.

Luckystrike Property

Under the Arrangement, Goldstrike will indirectly transfer the Subco Properties to Luckystrike through the transfer of the Transferred Property. Until the Arrangement becomes effective, Luckystrike will have no assets.

Luckystrike's flagship and principal property will be the Luckystrike Property located in the White Gold District, Yukon, which has been the subject of a NI 43-101 compliant technical report. The Technical Report is available on SEDAR at www.sedar.com. The author of the Technical Report is Carl Schulze, P. Geo, who is a "qualified person" within the meaning of NI 43-101 and independent of both Goldstrike

and Luckystrike. The disclosure in this Circular considering the Luckystrike Property has been prepared with the author's consent.

The following is a summary of certain portions of the Technical Report, and is qualified by and should be read together with the Technical Report. The Technical Report contains tables and data that are not included in this summary.

Property Description and Location:

The Luckystrike Property consists of 753 contiguous Yukon quartz mining claims, comprising approximately 15,723 hectares (38,836 acres). The property is geographically centered at 63°12'10" N Latitude, 139°07'06" W Longitude (UTM NAD 83: 594640, 7009575, Zone 7) on NTS map sheets 1150/02 and 1150/03 in the Dawson Mining District of Yukon Territory, Canada. All but three claims are 100% held either by Goldstrike or by Cloudbreak Resources Ltd. ("**Cloudbreak**"), a predecessor company). The LUCKY 1-3 claims are held 100% by Terrence King.

The property, comprising 261 claims in 2015, was expanded in 2016 to its present size. The expansion completely enclosed the BREW 1-168 claim block which is 100% held by White Gold Corp.

Several NNE-flowing streams extending across, or partially across, the property are covered by placer claims or placer leases (A placer lease allows the holder exclusive rights to stake placer claims for a period of one year). The most northerly watercourse is Simmons Creek with the lower portion covered by a placer lease held by D. Bruce McArthur. The next significant drainage to the southeast, an unnamed stream, is partially covered by a placer lease 100% held by Twigg Stinson. The majority of this lease is located within the Brew property, although the lower extent of Brewer Creek is located within the Luckystrike Property. No workings or significant environmental disturbance are visible from 2010 Google Earth imagery.

Brewer Creek, the next stream to the southeast, is covered by a series of placer claims and a Placer Mining Land Use permit held by Dynamic Endeavors Inc. The majority of these are located within the Brew property. As of 2010, current or recently active workings are visible from Google Earth imagery, and an airstrip of unknown condition has been excavated along the ridgeline to the southeast. Telford Creek, to the southeast of Brewer Creek, is largely covered by the JR placer claims, held by Mr. Joel Robert White. No significant workings are visible from Google Earth imagery.

Barker Creek, of which sections flow across the expanded claim block, has significant active placer workings along the majority of its extent. The lower portion of Barker Creek flows across the Luckystrike Property and is covered by placer claims held by Mr. Stuart Schmidt and a Placer Mining Land Use permit held by Schmidt Mining Corp. The extreme southern portion of the Luckystrike Property covers the upstream portion of Barker Creek. This area is covered by the SAGER CLAIM placer claims held 50% by Mr. Merrit Sager and 50% by Mr. Derek Fellars, and a Placer Mining Land Use permit held by Sager Merrit K. A placer lease held by Mr. Nick Karran, covers Agate Creek, a left tributary of Barker Creek.

The property, including expanded sections, is covered by a Class 3 Quartz Land Use permit, Permit #LQ00463, valid until August 8, 2022.

The surface rights on the property are held by the Crown. Exploration activities are therefore dependant upon obtaining the appropriate land use permit(s) for proposed exploration activities. Activities allowed under a "Class 1" exploration permit comprise rock, soil and silt geochemical sampling, geological

mapping, trenching (to a limit of 400m³ per claim), temporary trail construction (to a maximum of 3.0 km) and a maximum of 250 person-days in camp.

A gradation of permits, for Class 2 through Class 4 activities, is required for more significant programs like diamond drilling and reverse-circulation drilling programs having a footprint exceeding Class 1 limits. Larger exploration programs require a "Class 3 Permit", are valid for five years (ten if requested) and are acquired through the local Mining Recorder, Department of Energy, Mines and Resources (EMR), Government of Yukon.

Class 3 permit activities allow for sizable diamond drilling programs (depending on the number of clearings per claim), up to 5,000 m³ of trenching per claim per year, the establishment of up to 15 km of new roads and 40 km of new trails, and up to 200,000 tonnes of underground excavation. Additional permits required include a "Consolidated Environmental Act Permit" for proper disposal of camp waste and ash resulting from incineration, and a "Fuel Spill Contingency Plan". A "Yukon Water License" is required if water usage exceeds 300m³/day. Additional licenses may be required for "Disposal of Special Waste".

All applications for Class 2 through Class 4 require review by the Yukon Environmental and Socioeconomic Board ("**YESAB**"). YESAB will recommend whether a project may proceed, whether it may proceed with modifications, or whether the project does not meet the environmental or socioeconomic expectations and should not proceed. Following submission by YESAB, a Decision Body determines whether to accept the recommendations, and, if a permit is awarded, what the conditions of the permit will be.

There are no significant environmental liabilities on the property. The property is located within an overlap area of the traditional territory of the Tr'ondek Hwech'in First Nation (THFN) and the Nacho Nyak Dun First Nation (NNDNFN).

The northwest corner of the property is bordered by a parcel of "Class A" settlement land, specifically Block TH R12-A, held by the Tr'ondek Hwech'in First Nation. Class A settlement lands are areas whereby the applicable First Nation retains both the surface and subsurface rights. Although no encumbrances related to First Nations ownership occur directly on the property, Goldstrike wants to maintain a respectful working relationship, including partnership agreements, with the Tr'ondek Hwech'in and Nacho Nyak Dun First Nations.

The author of the Technical Report is not aware of any other significant factors or risks potentially affecting access, title, or the right or ability to perform exploration on the property.

Accessibility, Climate, Local Resources, Infrastructure and Physiography:

The Luckystrike Property is located in west-central Yukon Territory, within NTS map sheets 1150/03 and 1150/02. The property is geographically centred at 63°12'10" N Latitude, 139°07'06" W Longitude (UTM NAD 83: 594640, 7009575, Zone 7), 95 km south of the Town of Dawson City. Access to the property is by helicopter, and by barge or river boat for areas along the northeast property boundary adjacent to the Stewart River. Local roads extend along the majority of the Barker Creek drainage, which is connected by seasonal road to Thistle Creek to the southwest. The condition of the connector road is unknown. A local road extends along the lower portion of Brewer Creek, and an airstrip, in unknown condition, is located along the ridge between the Brewer Creek and Telford Creek drainage basins.

The climate in the Mount Anderson area is subarctic continental, with short, warm summers and long, very cold winters. Average daily high and low temperatures in July for Dawson are 23.1°C and 8.2°C,

respectively. The average daily high and low temperatures in January are -21.8°C and -30.1°C. Average precipitation varies from 8.2 mm in April to 49.0 mm in July, comprising an annual precipitation of 324.4 mm. Winter snowfall is moderate, averaging 166.5 cm of snow per annum. Temperature and precipitation at the property vary with elevation, with greater precipitation and lower temperatures at higher elevations. The field season extends from late May until late September, but diamond drilling may be done in winter conditions if freezing of water lines can be prevented. Extended daylight hours occur from May through August which can assist in the feasibility of exploration.

The property is situated along the northwest margin of the "Dawson Range", extending southeast from the "White Gold" area to WNW of Minto Landing, Yukon. Elevation ranges from approximately 365 m (1,200 feet) along the Stewart River to about 1,160 m (3,805 feet) along the southwest property boundary, near the headwaters of Telford Creek. Outcrop exposure is estimated at less than 0.5% and limited primarily to steep stream valleys. Lower elevations are covered by thick deposits of loess (windblown fine sand), with north and east facing slopes typically containing permafrost. Gravel benches of unknown thickness occur in the northwestern property area, particularly near the confluence of Lucky Strike Creek and the Stewart River. The property is located along the extreme western margin of an area of "pre-Reid" late Pliocene to Pleistocene glaciation, directly north of Beringia which escaped all continental glaciation events and covered west-central Yukon and central Alaska.

Typical high-latitude boreal forest vegetation includes white spruce, birch and poplar, and covers lower elevations, becoming progressively stunted and mixed with "buckbrush" with increasing elevation. Some ridgelines and hilltops are covered by alpine vegetation, consisting of grasses and small scrub. Much of the northern property area was subjected to a forest fire around 2005 and is covered by fallen trees and scrubby re-growth.

Dawson City, Yukon, is a full-service community with a population reported in the 2011 census of 1,319. The population increases to approximately 2,000 when including neighbouring communities in the Klondike area. Dawson City has bulk fuel, grocery and hardware services, abundant accommodation, an available skilled work force, and government services including the mining recorder for the Dawson Mining District. Dawson City is approximately 550 kilometres along the North Klondike Highway from Whitehorse, Yukon. Whitehorse is a full-service community of 29,000, with excellent accommodations, groceries, hardware, camp supplies, bulk fuel and expediting services, and a skilled workforce. Whitehorse, the capital city of Yukon, has full government services, including the Whitehorse Mining Recorder and the Yukon Geological Survey.

The property size and moderate terrain are adequate to accommodate mining facilities, potential mill processing sites, heap leach pads, tailings impoundments and waste disposal sites. There is sufficient water on the property to supply mining, milling and drilling operations. The nearest electrical infrastructure, the main power line from Whitehorse to Dawson, is located about 85 km north of the property. This power line is part of the main Yukon electric power grid, servicing Whitehorse, Dawson, Faro and Haines Junction, with a total capacity of 116 MW.

History:

Little exploration has been documented prior to the release of strongly positive diamond drilling results from the nearby Golden Saddle deposit in May of 2009. Four Yukon Minfile occurrences have been documented; from northwest to southeast these are: Three Sisters (#1150 007), Strike (#1150 170), Simmons (#1150 171) and Agate (#1150 015). The Three Sisters is located within the northern AU block of claims, and the Strike and Simmons are located in the block of Lucky and Strike claims. The Agate occurrence is located towards the southern end of the expanded portion of the property.

The present property area is located within the Stewart River area, remapped by J. Ryan and S. Gordey of the Geological Survey of Canada (GSC), as part of the "Ancient Pacific Margin NATMAP Project". This project was an interagency project combining the efforts of the GSC, the Yukon Geology Program (now the Yukon Geological Survey) and the British Columbia Geological Survey Branch. The purpose was to improve the understanding of pericratonic terranes, specifically the Yukon Tanana Terrane. In 2005 Ryan and Gordey released their geological compilation map of the Stewart River area.

Three Sisters Occurrence (1150 007)

The Three Sisters showing was originally staked in 1992, presumably to cover quartz veining. No work was reported, other than a description of the area was underlain by Paleozoic metasediments and granite gneisses.

In June of 2009, B. Naughty staked the AU claims, and in July optioned the Au 89-116 to a 50/50 joint venture comprised of Alix Resources Ltd ("**Alix**") and Cloudbreak. The joint venture immediately carried out geological mapping and soil geochemical sampling. Alix sold its 50% interest to Cloudbreak in January of 2010.

In October 2010, Cloudbreak conducted a high resolution airborne geophysical survey across the AU claims. In November, Cloudbreak optioned the AU and adjacent claims to AccelRate Power Systems Inc. ("**AccelRate**"). AccelRate completed a NI 43-101 technical report on all exploration to date. In December 2010, Cloudbreak changed its name to Petro One Energy Corp. In June of 2011, AccelRate shareholders voted to change the company's main focus from oil exploration to mineral exploration and voted to change the name to Goldstrike Resources Ltd.

In July of 2010, Naughty optioned the AU 1-2 and 9-42 claims to Erin ventures Ltd. ("**Erin**"). In June of 2011, Erin conducted geological mapping, prospecting and geochemical sampling on these claims.

Strike Occurrence (1150 170)

The Strike 1-114 claims were originally staked by B. Naughty in June of 2009. Naughty then optioned the STRIKE 17-20, 37-40, 56-60, 75-80 and 95-100 claims to First Lithium Resources Inc. ("**First Lithium**"), which flew a combined airborne magnetic and radiometric survey across these claims.

Following the First Lithium option, Naughty optioned the STRIKE 1-6, 21-26, 41-45, 61-64 and 81-84 claims to Network Exploration ("**Network**"). In September of 2009, Network conducted geological mapping and soil geochemical sampling. In November of 2009, an airborne magnetic and radiometric geophysical survey was completed. In June 2010, First Lithium purchased Network's STRIKE claims that were south of, and contiguous with, First Lithium's STRIKE claims. First Lithium completed a soil geochemical survey on both blocks in August of 2010.

In late June of 2009, Naughty also optioned the STRIKE 11-16, 31-36, 51-55, 71-74 AND 91-94 claims to Newcastle Minerals Ltd. which conducted an airborne magnetic and radiometric survey in November of that year.

In July of 2009, Naughty optioned the STRIKE 7-10, 27-30, 46-50, 65-70 and 85-90 claims to the joint venture between Alix and Cloudbreak. The joint venture immediately conducted geological mapping, soil sampling and prospecting program on these claims. A detailed grid soil sampling program consisting of 1,503 samples was completed in September of 2009. The survey revealed four zones of anomalous gold values deemed worthy of follow-up exploration. The most notable is a NW-SE trending soil anomaly extending northwest from the southeast corner of the claim block to the Strike claim block. One other soil

anomaly parallels this in the southwestern property corner. The joint venture also contracted Precision Geophysics to conduct an airborne magnetic and radiometric survey in November of 2009.

It appears likely that one airborne survey covered all of the optioned claim parcels. In January of 2010, Cloudbreak purchased Alix's interest in the Strike and associated claims.

In March of 2010, Atocha Resources Inc. optioned the STRIKE 100-114 claims from Naughty and completed a geological mapping and soil sampling program in June.

As part of its option agreement with AccelRate, Cloudbreak optioned its 70% interest in its STRIKE and neighbouring claims to AccelRate, which became Goldstrike by June of 2011.

Simmons Occurrence (1150 015)

This occurrence was staked as the LUCKY 1-172 by B. Naughty, who then optioned these claims to the Alix-Cloudbreak joint venture in July and August of 2009. The joint venture conducted geological mapping and soil geochemical sampling (part of the same program described in Section 6.2) in September of 2009. In January of 2010, Cloudbreak purchased Alix's 50% interest in the claims.

In October of 2010, Cloudbreak completed a high resolution airborne magnetic and radiomagnetic survey across the claims. These claims were incorporated into the option agreement whereby AccelRate obtained a 70% interest in the claims, which were officially held by Goldstrike by June of 2011.

Agate Occurrence (1150 015)

Early activity near the Agate occurrence included staking of the Mountain Chief and other claims by J. McGilvray in September of 1900, and the Golden King claim in February of 1901. The occurrence was restaked in 1982 as the DL 1-72 block by Don Lee, who transferred the block to Lee's Jade and Opal Ltd. in 1985. The claims were subsequently optioned to New Era Development Ltd. in 1987, which explored the property together with local placer activity.

The area was restaked as the RB 1-50 claims by B. Naughty in June of 2009, who then optioned these claims in July to Weststar Resources Corp. ("**Weststar**") in exchange for cash, shares and work commitments. Weststar renamed the claim block as the Golden Fox and completed a silt and soil geochemical program in October of 2009. The sampling occurred along three separate drainages and identified an 850-metre long anomalous area returning values to 30 ppb gold from silt sampling.

Geological Setting and Mineralization:

Regional Geology

The White Gold District is underlain by late Paleozoic meta-siliciclastic, meta-volcanic, meta-plutonic rocks of amphibolite-grade comprising the Yukon-Tanana Terrane ("**YTT**"). The YTT is a large allocthonous terrane accreted on to the Ancient North American Platform, the boundary of which is marked by the NW-SE trending right lateral Tintina Fault Zone to the northeast. The southwest boundary is marked by the NW-SE trending Denali (Shakwak) Fault zone, separating the YTT to the northeast from a younger allocthonous terrane comprising the Alexander-Wrangellia Terrane to the southwest.

The YTT is comprised of four main lithological assemblages, of which the oldest is the Proterozoic to Devonian Snowcap Assemblage consisting of siliciclastic sediments including metapelites and psammites, deposited on a passive continental margin setting. This is overlain by three major volcanic

and volcanoclastic assemblages formed in island arc settings: the Devono-Mississippian Finlayson assemblage, the Mississippian to Lower Permian Klinkit assemblage, and the mid to late Permian Klondike assemblage. The Finlayson volcanics are coeval with subvolcanic and plutonic units, which have become intercalated and crosscut by various YTT lithological units. These weakly to strongly metamorphosed rocks occur as units of intermediate to mafic orthogneiss and metagranite, and underlie the majority of the Luckystrike Property. A territory-wide Yukon Geology Map by Gordey and Makepeace indicates that the dominant assemblage in the area, and underlying the Luckystrike Property, is the Devonian to Mississippian Nasina Series fine clastic sediments; in the property area, however, the Yukon mapmaker Online website identifies these as Mississippian Simpson assemblage tonalities and intermediate to mafic orthogneiss. The Nasina Series, Simpson Assemblage rocks may be correlative with lithologically similar Finlayson Assemblage rocks.

The YTT stratigraphy has undergone subsequent intrusion by three major magmatic episodes. The earliest was an Upper Triassic to Lower Jurassic event resulting in emplacement of two plutonic suites; the Aishihik Suite of biotite-hornblende granodioritic to dioritic rocks; and the Long Lake Suite of felsic granitic to syenitic rocks. The Aishihik Suite includes the Minto Suite of granodioritic rocks, which includes the host intrusives for the Minto Mine to the ESE.

The second major intrusive event occurred during mid to late Cretaceous time (110 – 70Ma) and resulted in emplacement of granitic, monzonitic to quartz monzonitic and dioritic intrusions of the Tintina Gold Belt. Plutons of this suite are commonly associated with intrusion-related gold +/- silver mineralization, including several active and past-producing mines in central Yukon and Alaska.

The final magmatic event occurred during the Cretaceous-Tertiary temporal boundary, resulting in extensive units of mafic and lesser felsic volcanic flows with minor pyroclastic rocks, as well as conglomerates to fine clastic sediments.

The structural and stratigraphic framework of the YTT has been modified by syn- and post-accretionary tectonism commencing during collision of the YTT with the Ancestral North American platform during the late Permian to early Jurassic periods. Tectonism continued during early Cretaceous through Paleocene time due to collision of the Alexander-Wrangellia Terrane along the Shakwak Fault. The compressional regime caused by continued collision resulted in development of major strike-slip faults as well as significant thrust fault systems.

Geological compilation by Gordey and Makepeace shows the Luckystrike Property and White Gold area to be underlain by an aerielly extensive package of Devono-Mississippian Nasina Series siliciclastic sediments, intercalated with large units of Carmacks Group volcanic rocks north and southeast of the property. This package is bounded to the south by the mid-Cretaceous granodioritic Dawson Range Batholith. A large unit of Long Lake Suite granitic rocks occurs somewhat to the southeast of the property; Aishihik Suite batholiths occur to the southeast of that.

The Golden Saddle deposit, to the west, occurs in an area of NNW striking, ENE dipping thrust faulting, indicating a locally strongly compressional regime. Thrust faulting has resulted in alternating narrow units of NNW-trending Finlayson Assemblage metavolcanics separated by Snowcap Assemblage psammites, quartzites and schist, and hosting minor units of Devono-Mississippian pyroxenites and serpentinites. These have been subsequently offset by a large number of late ENE trending faults, likely normal or reverse faults, resulting in small-scale offsetting of Paleozoic stratigraphy.

Property Geology

Little property-scale mapping has been done to date. Review of the Yukon mapmaker website indicates the Luckystrike Property is underlain mainly by an aerially extensive, NW-SE extending package of Mississippian Simpson Assemblage tonalities and intermediate to mafic orthogneiss. In east-central areas, these rocks are intercalated with NW-SE trending units of Proterozoic to Devonian Snowcap Assemblage quartzites, psammites and schist and minor marble. Two early Jurassic Long Lake Suite plutons occur in the property vicinity: one towards the northern boundary, and the other directly west of the property, underlying the Scotch Minfile Occurrence (#115O 006). An updated map by Gordey and Ryan (2005) indicates this stock to be a Cretaceous granite, and if so, this is likely to be a member of the Tintina Gold Belt.

The property geology map in the 2016 Goldstrike assessment report also indicates several circular units of Devonian-Mississippian orthogneiss, as well as two narrow, linear units along the southwest margin, the latter likely intercalated with the much more extensive orthogneiss. The map also shows a small unit of Eocene rhyolite in the extreme southern area.

Although property-wide mapping has not been done, detailed geological mapping was accomplished in the Monte Carlo Zone area. Mapping here indicates that a NNW-striking, ENE dipping thrust fault separates a unit of Devonian-Mississippian meta-quartz monzodiorite to the east, forming the hanging wall to a footwall unit of Eocene(?) porphyritic volcanic (quartz latite) rocks to the west. The age of the footwall rocks is questionable, due to the lack of sizable Tertiary units in the area; however, aerially extensive packages of Late Cretaceous Carmacks Group volcanics are common. The thrust fault contact is coincident with the main mineralized zone at Monte Carlo. Directly north, a unit of Devonian-Mississippian marble has been mapped, as have several units of Devonian-Mississippian meta-gabbro, which may be intercalated with amphibolite. Another property-scale north-striking, east-dipping thrust fault has been interpreted as occurring along Lucky Strike Creek.

Mineralization

By 2016, exploration had identified five significant zones of mineralization or soil anomalies. From north to south these are: the Monte Carlo, Belmont, Samson, Boss and Maverick zones.

The Monte Carlo Zone was originally called "Zone 2", then the "AU Claims". It was renamed in 2016, following positive results from soil geochemical sampling and trench chip sampling. Trench sampling returned significant gold values in all seven trenches excavated. The best value was returned from trench LS-TR-16-06, comprising a value of 0.42 g/t Au across 154 metres, including 0.76 g/t Au across 78 metres and 3.0 g/t across 8 metres. Mineralization is hosted by strongly oxidized, semi-brecciated, silicified and carbonate-altered felsic orthogneiss with quartz veins. The orthogneiss is intercalated with meta-gabbro (amphibolite?), marble and felsic volcanic units. The highest gold grades were returned from pyritic quartz veins, or areas of intense silicification, along a fault contact with meta-gabbro and orthogneiss. Lower gold grades were returned from strongly fractured, to semi-brecciated, strongly silicified and carbonate-altered orthogneiss. The geochemical signature of auriferous zones is similar to that of the Golden Saddle deposit 15 km to the southwest. Gold has a moderate to strong correlation with silver (Ag), mercury (Hg), molybdenum (Mo), lead (Pb), sulphur (S) and antimony (Sb) with a weak negative correlation to chromium (Cr), titanium (Ti), and zinc (Zn).

Two trenches at the Belmont Zone revealed similar mineralization to the Monte Carlo Zone, but with much lower gold grades. Trench LS-TR0-16-11 exposed a 20-metre interval of sheared, strongly silicified

and brecciated orthogneiss, with abundant cubic pyrite. These samples returned anomalous values of Au, Te (tellurium), and Ag. This interval was interpreted as being the source of elevated Au, Te and Ag values from soil sampling. The two trenches are located along the fringe of a 1500 x 800-metre gold-in-soil anomaly.

The Boss Zone is the present name for "Zone 1", described in the 2013 through 2015 reports, while the Samson Zone is the revised name for the small grid about 1 km northwest. Trenching and test pitting commenced in 2013, at Zone 1 (Boss Zone), with a total of six trenches totaling 417 metres. Gold values to 3,087.7 ppb across 5 metres were returned, with numerous samples exceeding 100 ppb. Anomalous values were returned from gneiss, orthogneiss or schist, typically associated with brecciation and/or quartz veining. Most of the samples show strong weathering and oxidation, with variable quartz (silicification?) and feldspar alteration. Minor and more weakly altered dyke material was noted in some descriptions of auriferous rock. Gold has a strong correlation with Ag, Sb, Pb and Ba (Barium).

The 2014 program included further trenching at Zone 1 (Boss Zone), with a total of five trenches comprising 244 metres excavated. Two trenches were essentially duplicates of 2013 work, returning values to 2,044 ppb Au, while the other three trenches returned low gold values. The program also included 41 rock grab samples from test pitting in the area. A float sample, from a pit about 1.0 km to the northwest, returned a gold value of 1.1 g/t from a sample described as grey to blue silicified volcanic rock with visible gold in quartz. Deepening of the pit failed to reach bedrock. The 2014 description of mineralized zones was essentially the same as the 2013 descriptions. However, the 2014 samples were found to have a different pathfinder element signature, with strong correlations between Au and Hg, Sc (Scandium), Pb, Tl, Ag, Cd, Ni, Pb and Cu.

The 2015 program at Zone 1 consisted of a single 69-metre trench exposing orthogneiss, with variable degrees of shearing and silicification, and quartz veining and sericite alteration. Sampling returned gold values from 0.25 to 217 ppb Au. The 2015 program also included two NE-SW trending lines of hand-dug pits near the anomalous 2014 sample, now called the Samson showing. Gold values ranged from 1 to 4,263 ppb Au, with 7 of 23 samples returning greater than 500 ppb Au. The 2015 descriptions, of mineralized zones, are essentially the same as of the 2013 and 2014 reports, although some samples displayed "polished slickensides" indicating shearing. The sample returning 4,263 ppb Au comprised 70% quartz and 30% orthogneiss.

The 2016 program at the Samson showing consisted of 3 trenches comprising 154 metres. Sampling returned anomalous gold values with the best result being 0.32 g/t Au across 12 metres, including 0.41 g/t Au across 6 metres. Mineralized intervals were hosted by quartz vein-bearing hydrothermal breccia within orthogneiss intercalated with quartz-biotite schist.

Exploration:

2013 – 2016 Exploration

Goldstrike has conducted surface exploration programs annually since 2013. Programs from 2013 through to 2015 were completed on the "original" claim block, whereas the 2016 program was conducted across the expanded present claim block

2013 Exploration

The 2013 program consisted of soil geochemical sampling, a ground magnetic survey and the mechanized excavation of six trenches utilizing a "Candig" backhoe. This program comprised a six-person crew for 8

days completing mechanical trenching, soil sampling and a ground magnetic survey. The survey focused on Zone 1 of the LUCKY 15-20 claims in the central part of the claim block, near the largest of the soil anomalies identified in 2009 by AccelRate. A total of 179 chip samples, mostly 2.0m in length with some 3.0 and 5.0-metre samples, were obtained from 6 trenches comprising 417 metres. Anomalous gold values were returned from all trenches, although individual sample values ranged from background to a maximum of 3,087.7 ppb across 5 metres.

Six further samples were taken from test pits, and three more from prospecting, for a total of 188 samples. All trenches and pits were backfilled and reclaimed.

A 500 by 500-metre soil geochemical grid was also completed across the trenched area of Zone 1. Gold values ranged from background to 70 ppb, with 34 samples returning values greater than 10 ppb. Calculation of correlation matrices indicates that Au has the strongest affinity for Bi and Sb. Plotting of Pb, Ba, Sb and Mo indicate anomalous zones have a WNW-ESE orientation. A total of 245 soil geochemical samples were taken from the grid within the trenched area, and four more samples were taken while prospecting.

The 2.25 line-km ground magnetic survey was conducted along the five western lines of the soil grid. Surveying revealed a fairly high magnetic signature in the north, and a low magnetic signature in the south, suggesting two separate lithologies. Field observations support this, with a possible change from mafic orthogneiss in the south to more felsic schists in the north.

The magnetic survey utilized a backpack-mounted Gem Systems GSM-19 Overhauser ground magnetometer. Although the entire 2013 soil grid was slated for magnetic surveying, only the western third of the grid was completed.

2014 Exploration

In 2014, exploration consisted of further mechanized trenching, soil sampling and a 25 line-km ground magnetic survey over a somewhat expanded area of Zone 1, and reconnaissance-style soil sampling on Zone 2. The main Zone 1 area was centered on the 2013 work. Limited exploration comprising soil and rock sampling was completed at Zone 2, within the eastern part of the AU claim block. This work was completed in 16 days using a 4-person crew.

A further 5 trenches totaling 244 metres were excavated, with the collection of 91 chip and 11 grab samples. Two trenches essentially duplicated the most prospective 2013 trenches, returning values from 2 to 2,066 ppb Au. Values from the other three ranged from 1 to 32 ppb Au. Additionally, a total of 13 samples were taken from six pits, and 28 further rock grab samples were taken from extra sampling of trenches or during the prospecting of Zone 1. Pit sample values ranged from 3 to 236 ppb Au, although a sample returning 1.1 g/t Au was returned from a pit about 1.0 km to the northwest. This sample returned a value of 0.279 ppb Au by "regular" ICP analysis. Five rock grab samples taken from Zone 2 returned values from 9 to 57 ppb Au.

A total of 608 soil samples were taken in 2014, comprising 414 soils from the main Zone 1 grid, 132 samples from the grid centered on the anomalous sample to the west, and 62 samples from reconnaissance-style "ridge-and-spur" sampling at Zone 2. Plotting of gold values at the main grid indicates a 750-metre NW-SE trend of anomalous values extending through the northern part of the trenched area. Plotting of values from the smaller Zone 1 grid returned values from background to 91.9 ppb Au, with all samples exceeding 10 ppb occurring in the northwestern area. Soil sampling at Zone 2 returned sporadic high values, from background to a maximum of 923.7 ppb Au along a small ridge east of Lucky Strike Creek, although most gold values were below or near detection level.

The ground magnetic survey done at Zone 1 indicates lithological variation across the surveyed area. Survey results indicate an increasingly high magnetic response from the southwest towards the northeast of the survey area.

2015 Exploration

The 2015 program, completed by a five-person crew over 9 days, comprised mechanical trenching, prospecting, and soil and rock sampling across Zones 1 and 2, which had been re-named as the AU claims.

At the main previously trenched Zone 1 area, a single 69-metre trench was excavated, with 35 samples taken. Also, 21 hand-dug pits oriented in two parallel 50 m long rows were excavated, with 23 rock samples taken. Results ranged from detection to 217 ppb Au. At the northwestern Zone 1, 23 rock grab samples were taken from 22 pits, mostly arranged in two NE-SW trending rows. Gold results ranged from 1 to 4,263 ppb.

At the Au claims, 117 soil samples were taken from a 1,200 x 300-metre grid extending NW-SE. Work also included a single 400-metre soil geochemical survey line comprising 12 samples, six to the northeast of the test pit lines, and six extending to the north, for a 2015 total of 129 samples. Of these, the 12 samples taken near the two lines of pits, returned values from 1.7 to 17 ppb Au. The remaining 117 samples were taken from a NW-SE trending grid centered on the anomalous gold-in-soil values somewhat east of Lucky Strike Creek. Gold values here ranged from 1.1 to 1,982.7 ppb and indicate a pronounced NW-SE trend of anomalous values.

2016 Exploration

Exploration in 2016 comprised a Phase 1 program of mechanical trenching, soil sampling, a ground magnetic survey and prospecting, followed by a Phase 2 program comprised of trenching, soil sampling across newly established grids, ridge-and-spur soil sampling and prospecting. Phase 1 was completed by a 7-person crew over 15 days commencing in late July; Phase 2 was completed by four personnel over 14 days. Phase 2 was conducted at approximately the same time as the additional 492 claims were added. By then the total land package comprised 753 claims, extending the claim block to the south with a total linear distance of 30 km, with a surface area of approximately 150 sq. km.

Phase 1 was designed to follow up on positive 2015 results from rock and soil sampling at the Samson Zone (formerly Zone 1, west grid) and the Monte Carlo Zone (formerly Zone 2/ Au Claims). Nine trenches comprising 476.8 metres were excavated with 287 rock samples obtained. Also, seven line-km of ground magnetic surveying were completed. A total of 970 soil and 24 rock geochemical samples were obtained from across the property during Phase 1. The target areas were the Monte Carlo and Samson zones.

Phase 2 was conducted in the latter half of September and involved reconnaissance and grid soil geochemical sampling across southern property areas, 296.5 metres of trenching, and prospecting. A total of 149 trench, 905 soil and 12 rock grab samples were obtained. An Induced Polarization (IP) survey comprising seven lines approximately 1.0 km each was completed by Aurora Geosciences Ltd. across the Monte Carlo and Belmont Zones.

The 2016 report discusses trenching and soil geochemical surveying in detail, although does not distinguish the particular exploration phase the work was done in. In 2016, a total of 12 trenches totaling

773 metres were excavated: 3 trenches totaling 154 metres at the Samson Zone; 2 trenches comprising 231.5 metres at the Belmont Zone, and 7 trenches totaling 385 metres at the Monte Carlo Zone.

A total of 1,875 deep auger soil samples were taken in 2016, comprising tightly spaced grid sampling and additional ridge and spur sampling. The program led to identification of two further soil anomalies, called the Belmont Zone, between the Monte Carlo and Samson zones, and the Maverick Zone, located towards the southern end of the property. Specific amounts of soil samples per zone were not provided, except at the Samson Zone where 396 samples were obtained.

The program also included the collection of 36 rock grab samples and 3 stream sediment samples. Most of the rock samples were obtained from four hand-excavated pits located at sites of known anomalous soil values. The silt samples were taken from a single northeast-flowing drainage located in the central property area.

In 2016, a 7-km ground magnetic survey was also completed by Aurora Geosciences Ltd. at the Monte Carlo and Samson zones.

By the end of 2016, five zones or target areas were identified. These five zones, from northwest to southeast are: the Monte Carlo Zone (formerly Zone 2/ Au Claims), Belmont Zone, Samson Zone (the smaller northwest grid of Zone 1), the Boss Zone (the main Grid 1 area) and the Maverick Zone. Several small soil geochemical grids were also completed in the southern property area.

Monte Carlo Zone: The Monte Carlo Zone is the most prospective of the five zones and is the primary exploration target. The 2016 program included seven trenches totaling 385 metres, with results ranging from 0.63 g/t Au across 6 metres in Trench LS-TR-16-04, to 0.42 g/t Au across 154 metres in trench LS-TR-A6-06. Individual gold values ranged from detection to 15.5 g/t, with potentially no economic grades of silver or other pathfinder elements. A total of 1,875 soils were obtained across the property in 2016. At the Monte Carlo Zone, sampling expanded on the anomaly identified in 2015, returning values from detection to 0.27 g/t Au. The zone is on trend with an aerially extensive zone at the Belmont target. Both targets share a very similar geochemical signature, with strong correlations between gold and silver, and gold and tellurium. A total of 36 rock grab samples and 3 stream sediment samples were taken across the property in 2016. At the Monte Carlo Zone, a sample of altered limonitic, silicified and carbonate-altered pyritic orthogneiss from a pit, roughly 400 metres northwest of Trench 8, returned a value of 0.76 g/t Au. Another sample from a pit, 700 metres northwest of trench 8, returned 0.11 g/t Au. In 2016, a total of 7 line-km of ground magnetic surveying was completed on the Monte Carlo and Samson zones. At Monte Carlo, the survey revealed magnetic high anomalies coinciding with anomalous gold values from several of the 2016 trenches. A 2D Induced Polarization survey comprising seven 1-km lines was completed by Aurora Geosciences Ltd. The survey identified a marked resistivity contrast, interpreted to coincide with the lithological contact along the thrust fault, coincident with the mineralized trend.

Belmont Zone: A total of two trenches comprising 231.5 metres was excavated at the Belmont Zone. Results ranged from background to 0.24 g/t gold across 2 metres. The trenches were excavated along the western fringe of a 1500 x 800-metre gold-in-soil anomaly, roughly along trend of the Monte Carlo Zone anomaly. Values ranged from background to greater than 100 ppb Au. Two rock grab samples taken from two separate pits at the Belmont Zone returned anomalous gold values to 99 ppb Au. Three of the Induced Polarization (IP) lines extended across the Belmont Zone. One of these, Line 3, revealed a resistivity high feature at depth. On another line, Line 2, a resistivity contrast towards the southwest end of the line was documented.

Samson and Boss Zone: Soil sampling at the Boss Zone was completed near earlier trenching and comprised 396 samples, forming a 1.6 x 1.3 km grid. Assaying revealed irregularly-shaped zones of

weakly anomalous gold values to a maximum of 33.9 ppb Au. A smaller grid completed over the Samson Zone returned mainly background values, except for one sample in the northeast corner which returned > 25.0 ppb Au.

Maverick Zone: The Maverick Zone, located directly north of the Brew claim block, is the southernmost zone along the 10-km trend. A small soil geochemical grid was established, results from which show a 200 x 150-metre gold anomaly, with values ranging from 20 to 90 ppb Au. The anomaly remains open to the northeast. Several other small soil geochemical grids returned background to near-background gold values.

2017 Exploration Program

The 2017 program comprised further trenching at the Monte Carlo and Belmont zones, included expansion of the soil geochemical grids at the Monte Carlo and Belmont zones, and some prospecting and rock sampling was completed. A total of 434 trench samples were taken from 9 new trenches at the Monte Carlo Zone and 3 trenches at the Belmont Zone. The total combined length of all trenches was 1,091 metres. A total of 690 soil samples were taken at the Monte Carlo and Belmont zones, and 9 rock samples were taken across the property, 3 at Monte Carlo and 6 at Belmont.

Soil sampling at the Monte Carlo Zone returned weakly anomalous Au results, from 10.0 to 25.0 ppb, extending the trend somewhat to the SSE. At the Belmont Zone, anomalous gold values were returned from 2017 sampling along the southwestern and southeastern margins of the 2016 program, expanding the dimensions of the previously identified soil anomaly. Rock sampling returned background to anomalous values, including 513 ppb Au at Monte Carlo and between 1 to 300 ppb Au at Belmont.

The methodology and repetitive nature of grid soil sampling, particularly the sampling of deep C-horizon material, indicates gold-in-soil results obtained throughout the history of the project may be considered reliable. Gold-in-soil anomalies may however be "transported", if they occur along steep hillsides or areas of high colluvium movement or surface runoff, where they may be moved downslope from source. Gold ions in surface or groundwater have fairly low solubility, and therefore low mobility, hence the source areas are typically proximal. The majority of grid soil sample locations were in areas of moderate terrain, including small plateaus or ridgelines, limiting the potential for transport.

Another major method of soil transport is by glaciation, where auriferous soil is moved from source in the direction of glacial transport. The Luckystrike Property area is located within the extreme western limits of an area of "pre-Reid" Pliocene to early Pleistocene glaciation, which may have been interpreted as valley glaciation by Goldstrike. A detailed study of local glacial movement is necessary to determine direction of transport, if any. The age of glacial deposits is far greater than for the main Reid and later McConnel events, indicating sufficient time for deep soil profiles to be developed, improving the reliability of results.

Trench sampling results at Monte Carlo identified several anomalous zones NNW of camp. The best intersection was 2.87 g/t Au over 22.5m, including 4.19 g/t Au across 15.0m, from trench LS-TR-17-06, located towards the northwestern end of the 2017 trenching. Other significant results include 6.70 g/t Au across 2.5m at LS-TR-17-04, 0.69 g/t Au across 20.0m at LS-TR-17-05, and 0.69 g/t Au across 30.0m, including 1.07 g/t Au across 12.5m, at LS-TR-17-07. The anomalous values define a NNW trending extension of the mineralized zone at Monte Carlo. Minor anomalous intersections were returned at various locations outside of this trend.

Trench sampling at Belmont returned weakly to moderately anomalous gold values, ranging from near-background to 214 ppb, across 2.0m along the extent of trench LS-TR-17-12. Elsewhere, background to

weakly anomalous values were returned, to a maximum of 212 ppb Au from the northeast end of LS-TR-17-10.

In 2017, Goldstrike completed a diamond drilling program comprising 1,033 metres in 9 holes.

Drilling:

The 2017 diamond drilling program at the Luckystrike Property comprised 1,033 metres in 9 holes. Holes DDLS-17-01 through 04 were drilled utilizing NTW-sized core. Difficulties obtaining adequate core recoveries resulted in holes DDLS-17-05 through 09 being drilled with wider-diameter HTW core, resulting in improved core recoveries.

Holes DDLS-17-01 through 04 and DDLS-17-08 were drilled near the campsite along a NE-SW trending section at azimuths of 230°. Holes DDLS-17-05 and 06 were drilled at the same azimuth, along a parallel section, approximately 250 metres to the NNW. Hole DDLS-17-07 was collared at the same site as holes 17-05 and 06 but at an azimuth of 180°. Hole DDLS-17-09 was collared somewhat north of holes 17-01 through 03 and drilled at a 180° azimuth.

Drill Collar Data, 2017 Program

Hole ID	Easting (NAD 83)	Northing (NAD 83)	Elevation (m)	Azimuth	Dip	EOH (m)
DDLS-17-01	589530	7012908	545	230	-55	127.4
DDLS-17-02	589530	7012908	545	230	-70	27.55
DDLS-17-03	589530	7012908	545	230	-74	154.47
DDLS-17-04	589565	7012934	555	230	-75	119.51
DDLS-17-05	589401	7013086	540	230	-55	99.09
DDLS-17-06	589401	7013086	540	230	-75	114.33
DDLS-17-07	589401	7013086	540	180	-55	103.02
DDLS-17-08	589565	7012934	555	230	-55	144.8
DDLS-17-09	589523	7012928	545	180	-55	142.65
Total:						1032.82

Goldstrike has been unable to determine whether the intercepts represent true widths; therefore, the intercepts listed should not be considered as such and may represent narrower true intervals.

Sections DDLS-17-01 Through 04, 08

Hole DDLS-17-01, drilled at an azimuth of 230° and dip of -55°, terminated at a depth of 127.4m, returned several anomalous intercepts. The anomalous intercepts include 0.68 g/t Au across 6.24 metres, from 9.00 to 14.85m, including 3.334 g/t Au from 14.46 to 14.85m. Farther downhole, an intercept of 1.75 g/t Au across 3.57 metres, from 18.29 to 21.86m, was returned and includes 3.121 g/t Au across 1.67 metres, from 18.29 to 19.96m. No sample was returned from the intermediate interval from 14.85 to 18.29 metres. Farther downhole, an intercept of 0.28 g/t Au across 9.45 metres was returned from 23.55 to 33.00m, including a 0.35-metre intercept grading 1.322 g/t Au from 15.45 to 25.80m. One further intercept of 0.26 g/t Au across 4.12 metres was returned from 59.88 to 64.00m. Recoveries typically exceeded 80% and commonly 90%, although a recovery of 44.9% was recorded from 18.29 to 21.34m, much of this zone returning higher-grade gold values. All intercepts were returned from orthogneiss

within the hanging wall of the thrust fault marking the main mineralized zone. The drilling intersected the fault contact at about 87.7m and extended into the footwall metasediments beneath this.

Hole DDLS-17-02 was collared at the same site as DDLS-17-01, at an azimuth of 230° and dip of -70°, and terminated at 27.55m, due to poor recoveries. The hole returned an intercept of 1.33 g/t Au across 9.55 metres, from 18.00m to 27.55m, including 2.840 g/t across 3.66 metres, from 21.34m to 25.00m. The hole is open at depth, although the final 2.55 metres returned a value of only 308 ppb Au. Recoveries ranged from 83.6 to 98.0% from casing to 21.34m, but were very poor beneath this, ranging from 15.8% to 22.3% to the end of hole. The entire hole was drilled through orthogneiss. Again, the higher-grade intercepts are represented by zones of poor recovery.

Hole DDLS-17-03 was collared at the same location as DDLS-17-01 and 02, at an azimuth of 230° and dip of -74°. The hole returned a value of 7.495 g/t Au across 0.1 metres from 14.5 to 14.6m. It also returned an intercept of 0.61 g/t Au across 10.8 metres, from 19.2m to 30.0m, including 3.616 g/t Au across 0.52m from 28.00m to 28.52m. Recoveries across much of this interval were poor, at 16.6% from 21.34m to 24.36m, and 35.2% from 24.36m to 27.43m. The hole also returned intercepts of 0.83 g/t across 2.0 metres from 32.0m to 34.0m; 0.96 g/t Au across 1.07 from 40.0m to 41.07m; and 0.74 g/t Au across 0.94 metres from 49.06 to 50.0m. Recoveries across mineralized intervals ranged from 80.1% to 96.5%. All intercepts were returned from orthogneiss within the hanging wall of the thrust fault marking the main mineralized zone. The drilling intersected the fault contact at about 118 metres and extended into the footwall metasediments beneath this.

Hole DDLS-17-04 was collared at the same site as DDLS-17-03, at an azimuth of 230° and dip of -75°. The hole was terminated at a depth of 119.5m. The upper and lowermost portions extended through orthogneiss, with the remainder extending through biotite-chlorite schist. The only significantly elevated interval is one of 0.51 g/t Au across 0.27 metres, from 113.8m to 114.07m. Recoveries exceeded 80% for the majority of intervals, with locally poor recoveries to 6.4%. The elevated gold values were taken from an interval with recoveries of 114.75%, likely representing a spreading out of core fragments in the core box.

Hole DDLS-17-08 was added to this drill section late in the program to obtain more accurate gold values from thicker, HTW core. The hole was collared at the same site as DDLS-17-04, at an azimuth of 230° and dip of -55°. The hole intersected orthogneiss to a depth of 136.72m, where it intersected sheared material with greywacke clasts, indicating the main thrust fault. The hole was terminated at 144.8m within footwall greywacke. The hole returned a significant intercept of 3.04 g/t Au across 7.73 metres from 6.1m to 13.83m. This includes a 1.52-metre sub-interval returning 14.04 g/t Au, from 7.62m to 9.14m. Recovery is poor (48.03%) across this sub-interval. Farther downhole, a 3.0-metre intercept grading 0.68 g/t Au was returned from 66.00m to 69.00m. Recoveries from this interval ranged from 81.58% to 88.82%.

Sections DDLS-17-05, 06

Hole DDLS-17-05 was collared along the parallel section to the NNW, at an azimuth of 230° and dip of -55°. The hole intersected orthogneiss to 82.9 metres, where it extended through a shear zone representing the thrust fault. The hole was terminated at 99.1 metres, in mixed greywacke and siltstone representing footwall metasediments. The hole returned one significant intercept of 0.70 g/t Au across 3.79 metres from 25.75m to 29.54m. Recoveries were high, from 96.73% to 98.03%, with a small portion of the interval having a recovery of 81.58% and are considered as representing reproducible gold values.

Hole DDLS-17-06 was collared to the northeast of DDLS-17-05, at an azimuth of 230° and dip of -75°.

The hole extended through orthogneiss until a depth of 102.6 metres, where it passed through the thrust fault and into underlying metasediments. The hole was terminated in footwall greywacke at 114.3m. The hole returned an intercept of 5.12 g/t Au across 2.15 metres from 26.00m to 28.15m, including a sub-interval of 10.16 g/t Au across 0.91 metres, from 27.24m to 28.15m. Recoveries were 78.43% to 27.44m, and 94.08% for the remainder of the interval, indicating the values may be considered as reproducible. Farther down-hole, an intercept of 1.13 g/t Au across 2.6m was returned from 85.00m to 87.60m. Recoveries ranged from 87.50% to 98.04%, sufficiently high to render the results as reliable.

Holes DDLS-17-07 and 09

Hole DDLS-17-07 was collared at the same site as DDLS-17-05 and 06, but at an azimuth of 180° and dip of -55°. The hole intersected orthogneiss to a depth of 89.8m, where it intersected sheared metasediments marking the thrust fault contact. The hole was terminated within footwall greywacke at a depth of 103 metres. The hole returned one significant intercept of 1.3 g/t across 5.0 metres, from 18.00m to 23.00m. Much of this interval was contained within a sub-interval of 4.986 g/t Au across 1.0 metres, from 19.00m to 20.00m. Recoveries across the higher grade sub-interval stood at 78.95%, from 18.29m to 19.81m, and at 59.48%, from 19.81m to 21.34m. Throughout the remainder of the overall interval core recoveries ranged from 54.16 to 69.28%. The single mineralized intercept is located at a comparable depth to those within holes DDLS-17-05 and 06, although insufficient information exists to confirm these represent a single mineralized zone.

DDLS-17-09 was collared about 25 metres north of the lower section, drilled at an azimuth of 180° and dip of -55°. The drill hole intersected orthogneiss, including brecciated orthogneiss in deeper portions, to a depth of 133.2m, where it encountered a shear zone representing the main thrust fault. The hole was terminated at a depth of 142.7m, in footwall interbedded siltstone and greywacke. Goldstrike has labelled this as the "Discovery Hole" for the project. The hole returned an intercept of 5.36 g/t Au across 22.0 metres, from 13.00m to 35.00m, including a sub-interval of 25.13 g/t Au across 4.21 metres, from 29.32m to 33.53m. Goldstrike personnel believe the hole intersected the zone at an oblique angle, and that the interval does not represent true width of the zone. Recoveries from 12.19m to 28.96m were high, ranging from 88.24% to 100.00%, indicating values returned have a high confidence level of true values. However, recoveries across the remainder of the intercept to 33.53m, including the high grade sub-intercept, ranged from 52.19% to 57.24%, rendering gold values as having low confidence to represent true grades. No recovery results were provided from 33.53m to 35.05m. Several shorter, lower-grade intervals were encountered somewhat farther down-hole. These lower grade intervals are: 0.99 g/t Au across 2.16m, from 38.84m to 41.00m; 0.29 g/t Au across 2.76 metres, from 43.24m to 46.00m; 0.45 g/t Au across 3.28 metres, from 52.53m to 55.81m; and 0.86 g/t Au across 0.71 metres, from 70.29m to 71.00m. Recoveries across these zones ranged from 77.63% to 98.69%, indicating moderate confidence in sample results to represent true values. The long, high-grade intercept is proximal to significant intercepts from holes DDLS 17-01 through 03. These may represent a single mineralized zone, although further drilling is required to confirm this.

Comments on Results

Drilling in 2017 confirmed the relationship of mineralization to a property-scale NNW-trending, steeply ENE-dipping, thrust fault separating hanging-wall orthogneiss to the east from footwall metasediments to the west. Mineralized zones to date are located approximately 60 to 90 metres uphole of the thrust fault. This relationship is consistent in both sections, as well as the holes drilled at a 180° azimuth. Significant drilling would have to be undertaken to provide a resource estimate.

Inspection of core in March of 2018, indicates much of the high-grade mineralization occurs within zones

of gouge hosting grey quartz vein fragments and in larger fractured grey quartz veins. In Hole DDLS-17-09, gold values to 26.03 g/t were also returned from somewhat more competent silicified orthogneiss with fracture-controlled limonite after sulphides. Several of these zones are marked by poor core recoveries, rendering results obtained as having a lower confidence in true grade. If mineralized material is preferentially retained, true values are likely lower. However, in areas of oxidized material, gold may be preferentially lost if thin seams of auriferous oxidized material are not retained in core. Results from holes DDLS-17-05 through 09 are somewhat more reproducible due to better recoveries from wider-diameter core. Assay results from core with recoveries below 90% have higher gold assays.

No visible gold was logged, suggesting gold occurs as very fine grains within lattice structures of pyrite and other sulphide minerals, or as fine coatings along grain boundaries. A hand sample cut by a rock saw revealed that gold occurs as very fine grains intergrown with limonite (oxidized sulphides?) along fine fractures, as well as very fine grains in recrystallized quartz. A lack of visible gold diminishes the influence of the "coarse gold effect" whereby results may be skewed depending on relative presence or absence of large gold grains in a sample. This improves the reliability of results as representing true gold values of the respective intercepts. However, some degree of coarse gold effect occurs here.

At this point the relationship of hole orientation to mineralization is unknown; therefore the intercepts provided do not necessarily represent true zone widths. Hole DDLS-17-09 is believed to have intersected the zone at an oblique angle, indicating the true width will be less than the 22.0-metre intercept returned.

Sample Preparation, Analyses, and Security:

On March 9, 2018, Carl Schulze visited the project site with Daithi Mac Gearailt and Donald Dunwoodie of Druid Exploration ("**Druid**"), utilizing a Dawson-based helicopter operated by Trans North Helicopters. They obtained core boxes containing select intervals from holes DDLS-17-06 and 09. These boxes were transported as-is to the Dawson helicopter base, where they were loaded onto a pickup truck owned by Druid, the prime contractor for the project, and transported to the Druid operations base. Three samples of split core were re-split or "quartered" by rock saw, described as to lithology, alteration and mineralization, photographed, placed into 13" x 20" plastic sample bags together with a specific sample tag, and sealed with "Zap Strap" cable ties. The samples were transported by Carl Schulze as checked baggage on a scheduled commercial airline to Whitehorse, where they were transferred to a rice bag, together with a "standard" sample and blank sample of known compositions supplied by Canadian Resource Laboratories of Delta, British Columbia. The standard sample employed was coded as CDN-GS-P2 and the blank was CDN-BL-10. The rice bag was also sealed by a cable tie. The shipment was hand-delivered to the preparatory lab of Bureau Veritas Commodities Canada Ltd. ("**Bureau Veritas**"), with pulps transported to the main Vancouver-based assay lab of Bureau Veritas.

The samples were crushed so that 90% of the material may pass through a 2 mm screen, then pulverized so that 85% may pass through a 75-micron screen. The prep code for this was PRP90-250. Following this, all samples underwent Induced Coupled Plasma Atomic Emission Spectrometry/Mass Spectrometry (ICP-ES/MS) analysis, whereby a 0.5-gram sample undergoes aqua regia partial digestion, followed by analysis of 36 elements (code AQ200ICP/ICP-MS) by ICP-ES/MS. The elements analyzed were identical to those of the 2017 analysis, comprising: Mo, Cu, Pb, Zn, Ag, Ni, Co, Mn, Fe, As, Th, Sr, Cd, Sb, Bi, V, Ca, P, La, Cr, Mg, Ba, Ti, B, Al, Na, K, W, Hg, Sc, Tl, S, Ga, Se, Te, and Au.

All samples also underwent fire assay analysis for gold, whereby a 50-gram sample undergoes fire assay with ICP-ES finish (code FA 350). This technique provides a lower detection limit of 2 ppb Au and an upper limit of 10,000 ppb (10 g/t) Au. "Overlimits" were re-analyzed by gravimetric methods (Code FA 550).

A further seven pulps were re-selected for re-analysis by the same analytical methods as above. The pulps were held in storage at the Vancouver Bureau Veritas laboratory.

Mineral Resource Estimates:

No mineral resource estimates, either historic or in compliance with current standards of the Canadian Institute of Mining, Metallurgy and Petroleum, have been made.

Interpretation and Conclusions:

The Luckystrike Property was staked on a speculative basis following release of positive diamond drilling results on the Golden Saddle prospect (now deposit) to the southwest by Underworld Resources Inc. in May of 2009. From 2009 to 2017, Underworld Resources, and subsequently Kinross Gold Corp., have determined that precious metal-bearing mineralization is of orogenic origin, related to deep-seated crustal faulting, and lacking a spatial relationship to local intrusions. This style of mineralization is pervasive throughout the Klondike district to the north.

The Luckystrike Property has undergone a steady progression of exploration since 2009. Work from 2009 through 2014 focused on the "Zone 1" target but shifted to the "Zone 2" target to the northwest, from 2015 onward. By 2016, Zone 1 became known as the Boss (main Zone 1 target) and Samson (northwest Zone 1 target) zones, and Zone 2 was renamed as the "Monte Carlo Zone". Results from trenching and soil geochemical sampling at the Monte Carlo zone determined this to be the prime target on the property. Other targets identified by the end of 2016 were the Belmont Zone, between the Monte Carlo and Samson zones, and the Maverick zone, south of the Boss Zone.

The 2017 program focused primarily on diamond drilling of the Monte Carlo zone. Hole DDLS-17-09, the final 2017 hole, returned a near-surface intercept of 5.36 g/t gold across 22.0m, and is considered a "discovery hole" by Goldstrike personnel. No confirmation for the angle of intercept of mineralization was determined, and as such is interpreted as an oblique intercept. However, the 2017 results warrant further diamond drilling to delineate the mineralized zone at Monte Carlo.

Diamond drilling in 2017 took place mainly along two parallel NE-SW trending sections, both of which targeted the NNW-striking, steeply ENE-dipping, thrust fault separating hanging wall orthogneiss from footwall metasediments. Both sections indicate mineralization occurs roughly 50 – 60 metres stratigraphically up-dip of the thrust fault. Intercepts are marked mainly by strongly fractured to brecciated orthogneiss, commonly with gouge, showing moderate carbonate alteration, patchy silicification, and fractured grey quartz veining. This may be due to a parallel fault trace up-dip of the main thrust fault, acting as a zone of structural preparation and subsequent emplacement of auriferous quartz vein and stringer mineralization. The mineralized zones host moderately abundant oxidized sulphides, with oxidation likely due to meteoric waters percolating downwards from surface. Intercepts are quite variable within sections; however, drilling results, combined with mechanized trenching results, indicate the plausibility of a continuous mineralized horizon extending between the two drilled sections. Induced Polarization resistivity results indicate a sharp contrast between hanging wall orthogneiss and footwall metasediments.

Duplicate sample results from 2018 re-splits of the mineralized intercepts from 2017 show a high degree of variance in gold values. Analysis of standard samples placed both internally by Bureau Veritas, and externally by Goldstrike, show a high degree of accuracy; therefore, the variance is due to an uneven gold distribution in core. Although no visible gold has been identified to date, fine gold inclusions were revealed from earlier polished sections, indicating some degree of "coarse gold effect" occurs here.

Consistent values exceeding 10.0 g/t gold in strongly mineralized sections indicates potential that some gold may also occur interstitially, or as fine coatings on sulphide grains.

LIDAR survey results show a lineament along the trenched and drilled areas, extending 1.0 km SSE of the drilled sections, and extending somewhat to the northwest. This provides further evidence that the target is of considerable extent. The aerielly extensive soil anomaly on the Belmont zone, including the 2017 extensions, is approximately along strike to the SSE of the Monte Carlo zone, indicating potential for the two anomalies to represent a single mineralized horizon.

A model for the setting of mineralization at the Monte Carlo zone, potentially extending on to the Belmont zone, is of a structurally-hosted mineralized horizon within hanging wall orthogneiss, approximately paralleling the trace of the thrust fault. This may occur as multiple splays, from the underlying thrust fault rather than a single continuous zone, although further drilling is required to substantiate this. Smaller structural features are more likely to host mineralized zones than larger property to district-scale features. The structural horizon likely has a strike length exceeding 1.0 km, indicating improved potential economic viability. Precious metals are hosted preferentially within grey quartz veins and stringers, and to a lesser degree within fractured altered orthogneiss. Associated sulphides have been oxidised, likely due to percolated meteoric waters. This oxidised state would provide for improved recoveries through heap leaching, improving its economic viability.

A review of pathfinder element geochemistry reveals a lack of substantially elevated bismuth (Bi) values. This, combined with lack of observed hornfelsing, provides evidence that mineralization is not intrusion-related. This is despite proximity to the Scotch stock to the southwest, identified in some mapping projects as a member of the Tintina Gold Belt. Therefore, this stock is a member of an earlier suite, and/or is unlikely to be the source of mineralization at the Luckystrike Property. Mineralization may be ascertained as being of orogenic origin, likely coeval with that of the Golden Saddle deposit.

The following conclusions may be made from results of the 2017 program, the 2018 property visit, and programs from 2009 through 2016:

- Soil sampling, particularly during 2016, has identified several anomalous zones. From northwest to southeast these zones are: the Monte Carlo, Belmont, Samson, Boss and Maverick. Anomalous gold values were returned from trenching at the Monte Carlo, Belmont and Boss zones.
- At the Monte Carlo zone, a mineralized horizon comprising grey quartz veining and oxidized gouge has been identified in two diamond drill sections, spaced about 230 metres apart, and likely represent a single continuous structurally-controlled horizon. In both sections, the mineralized horizon is located within hanging wall orthogneiss about 50 to 60 metres stratigraphically above, and to the east of, a NNW-striking, steeply ESE-dipping, thrust fault separating the orthogneiss from footwall metasediments.
- Analysis of LIDAR plots shows a structure coincident with the mineralized horizon, extending for more than 1.0 km, mainly to the SSE, indicating potential for the mineralized horizon to have significant strike extent.
- Soil geochemical sampling results show a strong gold-in-soil signature coincident with the mineralized zone at Monte Carlo zone. Anomalous values comprising the Belmont zone indicate potential for the latter to be a SSE extension of the Monte Carlo gold-in-soil anomaly, and therefore associated with the mineralized horizon.
- Higher grade gold mineralization from diamond drilling is hosted mainly in strongly fractured orthogneiss, including gouge, with the highest gold grades returned from fractured to rubbly grey quartz veining.

- Mineralized zones are associated with oxidized sulphides. Oxidized material is considerably more amenable to gold liberation through heap leaching, improving the viability of low-grade gold deposits.
- A study of quality assurance practices and quality control (QC) sampling during the 2017 drilling program has found the accuracy and precision of the QC data to be satisfactory, rendering the results of diamond drilling as reliable.
- Re-sampling of mineralized intervals during 2018 revealed a significant variance in results. However, results of re-analysis of pulps, combined with the conclusions of D. Benz, revealed a high degree of analytical accuracy. Therefore, the variance in results of the former are due in some degree to the "coarse gold effect", although consistently high gold values indicate much of the gold may be very fine or lattice-hosted.
- Mineralization is likely of orogenic origin, shown by the lack of contact aureoles or other intrusion-related features and alteration assemblages. The lack of anomalous bismuth values is further evidence against an intrusion-related model. Gold mineralization at the nearby Golden Saddle deposit, and in large part across the Klondike area, is considered of orogenic origin.

Recommendations:

Results of exploration from 2009 through 2017 indicate the potential for the property to host further mineralized zones, and for the Monte Carlo zone to be of significant size. A subsequent exploration program was recommended by the author of the Technical Report for 2018, comprising a surface exploration program, followed by a diamond drilling program of 1,000 metres. Further diamond drilling would be contingent on results of this program.

Recommendations for Phase 1 consist of further ridge-and-spur grid soil geochemical sampling, further mechanized trenching, approximately 8.0 km of Induced Polarization (IP) surveying, and some further geological mapping, prospecting and rock sampling. The soil sampling program is expected to comprise approximately 1,000 soil samples during property-wide ridge-and-spur sampling, and 500 soils using grid sampling. The location of the grids will be determined from results of the ridge-and-spur soil sampling.

Approximately 600 metres of mechanized trenching is planned for the Monte Carlo zone, and across a target to the east having a similar radiometric signature. The IP surveying is planned for the vicinity of the Monte Carlo and Belmont zones, and to cover the radiometric signature to the east.

The 2018 diamond drilling program is planned to target the Monte Carlo zone and will consist of infill drilling as well as step-out holes. Systematic drilling to confirm the dip and strike of mineralization is critical in determining the true widths of the mineralized zones. This program will involve a heli-portable drill, utilizing HTW-sized core.

The surface phase is proposed to be conducted with up to eight field personnel (excluding the contract IP-crew), a helicopter pilot, cook and a cook's helper, the latter during the duration of the geophysical survey. The diamond drilling phase may be conducted with a five-person crew, as well as a helicopter pilot, cook, and 4-person drill crew.

The program commenced in June, and is expected to extend until early September, to maximize thawing of permafrost for ease of soil sampling. Proposed expenditures, including data compilation, a report and 5% contingency are anticipated to be CDN\$1,184,621.

Updates on Luckystrike Property:

In 2018, Goldstrike commenced Phase 1 of the recommended work program. In early 2018, based on preliminary sampling and geological review, Goldstrike announced mobilization of a diamond drill to the Luckystrike Property, with drilling commenced in June 2018.

Other Mineral Projects

Hotspot Property

The Hotspot Property is located in the Yukon Territory and was acquired by Goldstrike by staking during the year ended December 31, 2017. Reconnaissance soil sampling in 2017 returned three multi-gram values as high as 4.1 grams per tonne gold from the Sure Bet zone, a 150 by 150 meter high grade gold-in-soil anomaly that remains open. The soil grid produced 97 samples. From this grid:

- Three samples contained gold ranging from 1021 ppb gold to 4110 ppb.
- Three samples contained gold ranging from 330 ppb gold to 867 ppb.
- Ten samples contained gold ranging from 99.8 ppb gold to 245 ppb.
- Fourteen samples contained gold ranging from 34 ppb gold to 71 ppb.

Rock chip grab samples from hand dug pits near soil sample sites have also returned up to 389 ppb gold. Recommended follow-up exploration includes expanding the soil grid to define the full extent of the gold anomaly, mechanized trenching and ground geophysics, all in preparation for drilling.

Bull's Eye Property

The Bull's Eye Property is located in the Yukon Territory and was acquired by Goldstrike by staking during the year ended December 31, 2017. Soil sampling on the Bull's Eye Property in 2017 returned values up to 215 ppb gold in soils from 121 samples collected from the Gold Crest zone, a 250 by 200 meter high-grade gold-in-soil anomaly that remains open. Of the samples collected from this grid, 28 samples contained up to 253 ppb gold. Recommended follow-up exploration includes expanding the soil grid to define the full extent of the gold anomaly, mechanized trenching and ground geophysics, all in preparation for drilling.

BRC Property

The BRC Property is located in the Yukon Territory and remains largely unexplored due to Goldstrike's focus on the Plateau Project and its continuing success at the Luckystrike Property. However, it is considered very prospective. Exploration in 2011 found two parallel gold in soil anomalies with strong geophysical signatures located just 5 kilometers just east-northeast of Kinross's Golden Saddle and Arc 1,600,00 oz gold deposit.

Gold Source and King's Ransom Properties

The Gold Source and the King's Ransom Properties are located in the Yukon Territory and were acquired by Goldstrike by staking during the year ended December 31, 2017. Both properties have had very little work done on them, but both have produced gold-in-soil anomalies, which are considered to be one of the best predictors for discovering new gold deposits in the White Gold District.

Description of the Securities

Following the Arrangement, Luckystrike's authorized capital will consist of an unlimited number of Luckystrike Shares without par value. The holders of Luckystrike Shares are entitled to receive notice of and to one vote per share at all meetings of shareholders of Luckystrike. The Luckystrike Shares are entitled to dividends in such amounts as the board of directors of Luckystrike may from time to time declare and in the event of liquidation, dissolution or winding-up, the holders of Luckystrike Shares are entitled to share pro rata in the assets of Luckystrike.

Pursuant to the Arrangement, the Luckystrike Reorganization Shares will be redeemed and cancelled by Luckystrike and the authorized capital of Luckystrike and its Notice of Articles and Articles will be amended by deleting the Luckystrike Reorganization Shares as a class of shares of Luckystrike.

Selected Unaudited Pro Forma Financial Information and MD&A

Luckystrike has not completed a financial year and has not yet conducted any business. The following is a summary of certain financial information on a pro forma basis for Luckystrike as at March 31, 2018, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited pro forma consolidated financial statements of Luckystrike included in Schedule "F" to this Circular:

	March 31, 2018 (unaudited)
Current Assets:	\$2,500,001
Mineral Exploration Properties:	\$3,327,603
Total Assets:	\$5,827,604
Current Liabilities:	-
Shareholders' Equity:	\$5,827,604
Total Liabilities and Shareholders' Equity:	\$5,827,604

Pro Forma Capitalization of Luckystrike

The following table sets forth the pro forma share capitalization of Luckystrike after giving effect to the Arrangement:

Designation of Security	Amount Authorized	Outstanding as at Effective Date (Excluding Subscription Receipt Financing) ⁽¹⁾	Outstanding as at Effective Date (Including Subscription Receipt Financing) ⁽²⁾
Luckystrike Shares	Unlimited	35,525,294	43,858,627
Luckystrike Options ⁽³⁾	20% of issued and outstanding capital as at the date of implementation of the plan ⁽⁴⁾	3,479,464 ⁽⁵⁾	3,479,464 ⁽⁵⁾
Luckystrike Warrants ⁽⁶⁾	N/A	5,754,747 ⁽⁷⁾	5,754,747 ⁽⁷⁾
Other Warrants ⁽⁸⁾	N/A	8,333,334 ⁽⁹⁾	16,666,667 ⁽⁹⁾

(1) Assumes the completion of the Goldstrike Placement and the issuance of Units thereunder but excludes the completion of the Subscription Receipt Financing and the issuance of Units thereunder.

(2) Assumes the completion of the Goldstrike Placement and the issuance of Units thereunder and the completion of the Subscription Receipt Financing and the maximum issuance of Units thereunder.

(3) Luckystrike Options issued pursuant to the Option Exchange under the Arrangement.

- (4) The number of stock options that Luckystrike may grant will be limited by the terms of its stock option plan and the policies of the Exchange.
- (5) Having exercise prices ranging from \$0.0875 to \$0.2975 (calculated pursuant to the expected allocation of the original exercise price of the former Options) and exercisable for the same period in which the former Options were exercisable, provided that (a) Luckystrike Options granted to directors and/or officers of Goldstrike who do not become directors and/or officers of Luckystrike will expire one (1) year following the Effective Date, and (b) Luckystrike Options granted to consultants of Goldstrike who do not become consultants of Luckystrike will expire in accordance with the terms of such consultant's engagement.
- (6) Luckystrike Warrants issued pursuant to the Warrant Exchange under the Arrangement.
- (7) Having exercise prices ranging from \$0.0525 to \$0.6563 (calculated pursuant to the expected allocation of the original exercise price of the former Warrants) and exercisable for the same period in which the former Warrants were exercisable.
- (8) Share purchase warrants issued pursuant to the Goldstrike Placement and/or Subscription Receipt Financing.
- (9) Having an exercise price of \$0.60 and exercisable for a period of 36 months from the Effective Date, subject to acceleration if the Luckystrike Shares trade at a price of \$1.00 or more for 10 consecutive trading days.

Fully Diluted Share Capital of Luckystrike

The pro forma fully diluted share capital of Luckystrike, upon completion of the Arrangement and the Goldstrike Placement (but excluding the Subscription Receipt Financing), and the exercise of all Luckystrike Options, Luckystrike Warrants and other rights to purchase Luckystrike Shares, is set out below:

Designation of Security	Number of Luckystrike Shares	Percentage of Total
Luckystrike Shares issued to the Shareholders in accordance with the Arrangement.	27,191,960	51%
Luckystrike Shares issued to Goldstrike in accordance with the Goldstrike Placement.	8,333,334	16%
Luckystrike Shares that may be issued pursuant to the exercise of Luckystrike Options issued to Optionholders in accordance with the Arrangement.	3,479,464	6%
Luckystrike Shares that may be issued pursuant to the exercise of Luckystrike Warrants issued to Warrantholders in accordance with the Arrangement.	5,754,747	11%
Luckystrike Shares that may be issued pursuant to the exercise of share purchase warrants issued in accordance with the Goldstrike Placement.	8,333,334	16%
Total	53,092,839	100%

The pro forma fully diluted share capital of Luckystrike, upon completion of the Arrangement, the Goldstrike Placement and the Subscription Receipt Financing (and the maximum issuance of Units thereunder), and the exercise of all Luckystrike Options, Luckystrike Warrants and other rights to purchase Luckystrike Shares, is set out below:

Designation of Security	Number of Luckystrike Shares	Percentage of Total
Luckystrike Shares issued to the Shareholders in accordance with the Arrangement.	27,191,960	39%
Luckystrike Shares issued to Goldstrike in accordance with the Goldstrike Placement.	8,333,334	12%
Luckystrike Shares that may be issued pursuant to the exercise of Luckystrike Options issued to Optionholders in accordance with the Arrangement.	3,479,464	5%
Luckystrike Shares that may be issued pursuant to the exercise of Luckystrike Warrants issued to	5,754,747	8%

Warrantholders in accordance with the Arrangement.		
Luckystrike Shares that may be issued pursuant to the exercise of share purchase warrants issued in accordance with the Goldstrike Placement.	8,333,334	12%
Luckystrike Shares that may be issued to subscribers pursuant to the Subscription Receipt Financing.	8,333,333	12%
Luckystrike Shares that may be issued pursuant to the exercise of share purchase warrants issued in accordance with the Subscription Receipt Financing.	8,333,333	12%
Total	69,759,505	100%

Dividends

The proposed management and directors of Luckystrike do not anticipate declaring any dividends payable to the holders of any class of shares of Luckystrike. Luckystrike has no restrictions on paying dividends, but if Luckystrike generates earnings in the foreseeable future, it expects that they will be retained to finance growth. The directors of Luckystrike will determine if and when dividends should be declared and paid in the future based upon Luckystrike's financial position at the relevant time. All of the Luckystrike Shares will be entitled to an equal share in any dividends declared and paid for the particular class of shares.

Available Funds and Principal Purposes

The available funds of Luckystrike are estimated to be approximately \$2,500,000 following completion of the Goldstrike Placement but excluding the Subscription Receipt Financing. The available funds of Luckystrike are estimated to be approximately \$5,000,000 following completion of the Goldstrike Placement and the maximum issuance of Units pursuant to the Subscription Receipt Financing.

Following the Arrangement, Luckystrike will operate primarily in Canada, and intends to use the available funds, as at the date of this Circular, as set out in the estimates below, during the 12 months from the Effective Date:

Item	Budgeted Expenditures
Estimated Costs to Complete the Arrangement	\$50,000
Luckystrike Property	\$1,000,000
Other mineral properties	\$500,000
General and Administrative Expenses for the next 12 months	\$567,000
Unallocated	\$nil
Total	\$2,117,000

Luckystrike reserves the right to allocate funds to different projects and uses as may be deemed appropriate by management where for sound business reasons, a reallocation of funds is necessary. Luckystrike, in order to complete a successful program, may require additional capital which may come from a combination of existing cash flow, potential cash flow, equity financing and/or debt financing. There is no assurance that additional capital will be available to Luckystrike to complete a successful exploration program or that the terms of such capital will be favourable. Failure to obtain additional capital could result in the delay or indefinite postponement of such exploration program. See "*Risk Factors*".

Stock Option Plan

The board of directors of Luckystrike has adopted the Luckystrike Option Plan, to be approved by

Shareholders at the Meeting. For a description of the material terms of the Luckystrike Option Plan, see the section entitled "*Particulars of Other Matters to be Acted Upon – Approval of Luckystrike Option Plan*".

Options

Luckystrike will not initially be issuing any options under the Luckystrike Option Plan. However, there will be a total of 3,479,464 Luckystrike Shares reserved for issuance pursuant to Luckystrike Options issued in connection with the Option Exchange under the Arrangement, allocated as follows:

Name of Insider or Group Category	Number of Luckystrike Shares Issuable Pursuant to Luckystrike Options Issued Under the Arrangement
William (Bill) Chornobay	1,321,429
Yilu (Lucy) Zhang	371,429
Terrence E. King	964,286
Reimar Koch	200,000
Ewan Webster	Nil
Employees (aggregate)	Nil
Consultants (aggregate)	622,321
Total	3,479,464

Warrants

There will be a total of 8,333,334 Luckystrike Shares reserved for issuance pursuant to share purchase warrants issued in connection with the Goldstrike Placement, and a total of up to 8,333,333 Luckystrike Shares reserved for issuance pursuant to share purchase warrants issued in connection with the Subscription Receipt Financing.

In addition, there will be a total of 5,754,747 Luckystrike Shares reserved for issuance pursuant to Luckystrike Warrants issued in connection with the Warrant Exchange under the Arrangement.

Equity Compensation Plan Information After Giving Effect to the Arrangement

Plan Category	Number of securities to be issued upon exercise of outstanding options ⁽¹⁾	Weighted-average exercise price of outstanding options	Number of shares remaining available for issuance under equity compensation plans after giving effect to the Arrangement ⁽²⁾⁽³⁾
Equity compensation plans approved by shareholders	3,479,464	\$0.19	3,625,595
Equity compensation plans not approved by shareholders	N/A	N/A	N/A
Total	3,479,464	\$0.19	3,625,595

(1) Assuming outstanding options are fully vested.

(2) Excluding the number of Luckystrike Shares issuable upon exercise of outstanding options shown in the second column.

(3) Based on the Luckystrike Option Plan and calculated on the basis of the number of issued and outstanding Luckystrike Shares upon completion of the Arrangement.

Prior Sales

Since incorporation, Luckystrike has issued the following securities:

Date	Type of Transaction	Number and Type of Securities	Price	Proceeds
January 10, 2018	Incorporator issuance	1 Luckystrike Share	\$1.00	\$1.00

Escrowed Securities

No securities of Luckystrike are currently held in escrow or will be held in escrow following completion of the Arrangement.

Hold Periods

Certain securities of Luckystrike will also be subject to a statutory four month hold period. These securities include:

- 8,333,334 of the Luckystrike Shares and share purchase warrants issued under the Goldstrike Placement, as well as any Luckystrike Shares issued on the exercise of the share purchase warrants during the statutory four month hold period.
- Up to 8,333,333 of the Subscription Receipts issued under the Subscription Receipt Financing, together with the Luckystrike Shares and share purchase warrants issued upon the automatic conversion thereof, as well as any Luckystrike Shares issued on the exercise of the share purchase warrants during the statutory four month hold period.

Principal Shareholders

The following table sets forth the names of the persons who are known by Luckystrike and may have upon completion of the Arrangement, direct or indirect beneficial ownership of, control or direction over, or a combination of direct or indirect beneficial ownership of and control or direction over, voting securities that constitute more than 10% of the Luckystrike Shares:

Name of Shareholder	Number of Luckystrike Shares held as at the Record Date	Number of Luckystrike Shares held upon completion of the Arrangement (Excluding Subscription Receipt Financing) ⁽¹⁾	Percentage of Issued and Outstanding Luckystrike Shares following completion of the Arrangement (Excluding Subscription Receipt Financing) ⁽¹⁾	Number of Luckystrike Shares held upon completion of the Arrangement (Including Subscription Receipt Financing) ⁽²⁾	Percentage of Issued and Outstanding Luckystrike Shares following completion of the Arrangement (Including Subscription Receipt Financing) ⁽²⁾
Goldstrike Resources Ltd.	1	8,333,335	23.45%	8,333,335	19.00%
Concept Capital Management Ltd.	0	3,990,868	11.23%	3,990,868	9.10%

(1) Assumes the completion of the Goldstrike Placement and the issuance of Units thereunder but excludes the completion of the Subscription Receipt Financing and the issuance of Units thereunder.

(2) Assumes the completion of the Goldstrike Placement and the issuance of Units thereunder and the completion of the Subscription Receipt Financing and the maximum issuance of Units thereunder.

Directors and Officers

The following table sets forth the name and municipality of residence, proposed position with Luckystrike, principal occupation within the five preceding years and the number and percentage of securities to be held of the proposed directors and officers of Luckystrike following completion of the Arrangement. These persons will become directors and/or officers of Luckystrike as of the Effective Date.

Name, Jurisdiction of Residence, Proposed Offices	Principal Occupation During Last Five Years	Number of Luckystrike Shares Held or Controlled on completion of the Arrangement	Percentage of Luckystrike Shares Held or Controlled on completion of the Arrangement (Excluding Subscription Receipt Financing) ⁽¹⁾	Percentage of Luckystrike Shares Held or Controlled on completion of the Arrangement (Including Subscription Receipt Financing) ⁽²⁾
William (Bill) Chornobay Langley, BC Director, President and Chief Executive Officer	President of 0739796 B.C. Ltd. from January 2003 to Present; Chief Operating Officer of Goldstrike from January 2012 to Present; Chief Operating Officer of Petro One Energy Corp. from May 2011 to February 2016.	431,311	1.21%	0.98%
Yilu (Lucy) Zhang Vancouver, BC Director and Chief Financial Officer	Chief Financial Officer and Secretary of Goldstrike from July 2010 to Present; Chief Financial Officer of Electra Stone Ltd. from August 2016 to January 2017.	57,142	0.16%	0.13%
Terrence E. King West Vancouver, BC Director	President, Chief Executive Officer and Chairman of Goldstrike from February 2012 to Present; President of Tekvan Enterprises Inc. from January 2017 to June 2018; Principal of Vancouver law firm Holmes & King from June 1993 to December 2016.	245,238	0.69%	0.56%
Reimar Koch Bowen Island, BC Director	Director of Goldstrike from June 2005 to Present; President and Chief Executive Officer of Goldstrike from August 2002 to February 2012.	621,481	1.75%	1.42%
Ewan Webster Burnaby, BC Director	Geologist for Juggernaut Exploration Ltd. from May 2017 to Present; Instructor of Geological Technology Program at Yukon College from September 2016 to April 2017; Senior Field Assistant at Yukon Geological Survey from July 2016 to August 2016; Teaching Assistant at University of Calgary from August 2010 to June 2016.	Nil	Nil	Nil

(1) Assumes the completion of the Goldstrike Placement and the issuance of Units thereunder but excludes the completion of the Subscription Receipt Financing and the issuance of Units thereunder.

(2) Assumes the completion of the Goldstrike Placement and the issuance of Units thereunder and the completion of the Subscription Receipt Financing and the maximum issuance of Units thereunder.

The information as to shares beneficially owned, directly or indirectly, or over which control or direction is exercised, is based upon information furnished to Luckystrike by the respective directors and officers as at the date hereof.

After giving effect to the Arrangement, the directors and officers of Luckystrike, and their respective associates and affiliates, as a group, will hold an aggregate of 1,355,172 Luckystrike Shares, representing (i) approximately 3.81% of the issued and outstanding shares of Luckystrike, assuming the completion of the Goldstrike Placement but excluding the completion of the Subscription Receipt Financing, and (ii) approximately 3.09% of the issued and outstanding shares of Luckystrike, assuming the completion of the Goldstrike Placement and the completion of the Subscription Receipt Financing and the maximum issuance of Units thereunder.

It is currently expected that one additional director will be appointed to the board of directors of Luckystrike prior to completion to the Arrangement.

Biographies of Directors and Officers

The following is the background information on the above proposed directors and officers of Luckystrike.

William (Bill) Chornobay will act as the President and Chief Executive Officer and a director of Luckystrike. Mr. Chornobay is a businessman with over 30 years of experience in negotiations, identifying and acquiring undervalued assets, corporate finance, corporate development, team building, and managing exploration programs in the Americas. Mr. Chornobay has held board and senior management positions and has been instrumental in raising over \$150 million in the resource sector. He has served as the Chief Operating Officer of Goldstrike since January 2012. Mr. Chornobay has extensive experience in project generation, acquisition, and management of several exploration programs resulting in discovery.

Yilu (Lucy) Zhang will act as the Chief Financial Officer and a director of Luckystrike. Ms. Zhang is a Chartered Professional Accountant and has served as the Chief Financial Officer and Secretary of Goldstrike since July 2010. Ms. Zhang has extensive experience with mineral exploration company financial reporting, continuous disclosure filings and corporate governance matters. Ms. Zhang served as the Controller of Kodiak Exploration Ltd. from April 2004 to June 2010 and as the Chief Financial Officer of Electra Stone Ltd. from August 2016 to January 2017. Ms. Zhang obtained an Honours BA from Suzhou University, China and an MBA (Honors) from Royal Roads University.

Terrence E. King will be a director of Luckystrike. Mr. King was formerly a principal of the Vancouver law firm Holmes & King and has over 25 years of experience in corporate finance and securities matters. Mr. King served as a director and/or officer of, and advisor to, numerous public companies carrying on mineral and oil and gas activities over the past 25 years. Mr. King has served as the President, Chief Executive Officer and Chairman of Goldstrike since February 2012 and was also the former chairman of the B.C. Chapter Securities and Natural Resources Subsection (mining, oil and gas) of the Canadian Bar Association.

Reimar Koch will be a director of Luckystrike. Mr. Koch has served as a director of Goldstrike since June 1995 and served as the President and Chief Executive Officer of Goldstrike from August 2002 to February 2012. Mr. Koch is currently the President and Chief Executive Officer of AccelRate Power Systems Inc. and formerly the Chief Executive Officer of Cellular Direct, a multi-unit chain serving major corporate clients.

Ewan Webster will be a director of Luckystrike. Dr. Webster is an exploration geologist who began his career in geology at the University of Glasgow, Scotland where he was awarded a First-Class Honours degree. Following this, he went on to pursue a Geoscience B.C. funded Ph.D. at the University of Calgary, which focused on unravelling aspects of the structure, stratigraphy, tectonics and metamorphism of southeastern British Columbia, to establish a sound geological framework in which to place the region's abundant and diverse mineral deposits. Dr. Webster went on to become an instructor in the Geological Technology program at Yukon College. Dr. Webster is currently a senior consultant at Juggernaut Exploration Ltd. and Goliath Resources, both of which are focused in Northwest British Columbia.

Other Reporting Issuer Experience

The following proposed directors or officers of Luckystrike are, or within the past five years have been, directors, officers or promoters of the following reporting issuers:

Directors	Other Reporting Issuers	Exchange	Position	Dates
William (Bill) Chornobay	Goldstrike Resources Ltd. Petro One Energy Corp.	TSX-V TSX-V	COO COO	June 2012 – Present May 2011 – Feb 2016
Yilu (Lucy) Zhang	Goldstrike Resources Ltd. Electra Stone Ltd.	TSX-V TSX-V	CFO; Secretary CFO	July 2010 – Present Aug 2016 – Jan 2017
Terrence E. King	Goldstrike Resources Ltd. Petro One Energy Corp.	TSX-V TSX-V	CEO; President; Chair CEO; Director	Feb 2012 – Present Oct 2010 – July 2016
Reimar Koch	Goldstrike Resources Ltd.	TSX-V	Director	June 1995 – Present

Conflicts of Interest

There are potential conflicts of interest to which the proposed directors and officers of Luckystrike will be subject in connection with the operations of Luckystrike. In particular, certain of the proposed directors and officers of Luckystrike are involved in managerial or director positions with other mineral exploration companies whose operations may, from time to time, be in direct competition with those of Luckystrike or with entities that may, from time to time, provide financing to, or make equity investments in, competitors of Luckystrike.

Conflicts, if any, will be subject to the procedures and remedies available under the BCBCA. The BCBCA provides that if a director has a material interest in a contract or proposed contract or agreement that is material to Luckystrike, the director shall disclose his or her interest in such contract or agreement and shall refrain from voting on any matter in respect of such contract or agreement subject to and in accordance with the BCBCA or Exchange Policies. Except as disclosed in this Circular, to the best of Luckystrike's knowledge, as at the date hereof, there are no existing or potential material conflicts between Luckystrike and a proposed director or officer of Luckystrike.

Indebtedness of Directors and Officers

No proposed director or officer of Luckystrike, nor any of their associates or affiliates, is or has been indebted to Luckystrike since incorporation, nor is any such person expected to be indebted to Luckystrike on the completion of the Arrangement.

Interest of Management and Others in Material Transactions

Except as disclosed elsewhere in this Circular, the directors, executive officers and principal shareholders of Luckystrike or any associate or affiliate of the foregoing have had no material interest, direct or indirect, in any transactions in which Luckystrike has participated within the three year period prior to the Record Date, which has materially affected or will materially affect Luckystrike.

Proposed Executive Compensation of Luckystrike

Statement of Executive Compensation

For the purposes of this section, "Named Executive Officers" means the Chief Executive Officer and the Chief Financial Officer of Luckystrike and each of Luckystrike's three most highly compensated executive officers, other than the Chief Executive Officer and Chief Financial Officer, whose aggregate compensation exceeds \$150,000, any of whom served in such capacity during the most recently completed financial year.

Compensation Discussion and Analysis

Luckystrike's approach to executive compensation will be to provide suitable compensation for executives that is internally equitable, externally competitive and reflects individual achievement. Luckystrike will attempt to maintain compensation arrangements that will attract and retain highly qualified individuals who are able and capable of carrying out the objectives of Luckystrike. Luckystrike's compensation arrangements for the Named Executive Officers may, in addition to salary, include compensation in the form of bonuses and, over a longer term, benefits arising from the grants of stock options.

Compensation Committee

Luckystrike will establish a Compensation Committee (the "**Compensation Committee**") anticipated to be comprised of Yilu (Lucy) Zhang, Reimar Koch and Ewan Webster. Reimar Koch and Ewan Webster are "independent" within the meaning of NI 52-110 and therefore qualify as "independent" members of the committee. Yilu (Lucy) Zhang does not currently qualify as an independent member. All compensation decisions relating to Named Executive Officers will be considered by and be subject to approval by both independent members of the committee, as required to comply with the Exchange Policies. All three members have direct experience relevant to their responsibilities on the Compensation Committee by virtue of other businesses in which they are now and have previously been involved.

The Compensation Committee will provide input and, in some cases make recommendations to the board of directors of Luckystrike, regarding executive compensation. However, it is anticipated that executive compensation decisions will ultimately be made by the board as a whole, subject to an affirmative vote of a majority of independent directors. In general, the mandate of the Compensation Committee will be as follows:

- (a) to recommend to the board of directors of Luckystrike human resources and compensation policies and guidelines for application to Luckystrike;
- (b) to ensure that Luckystrike has in place programs and compensation practices as required to attract and develop management of the highest caliber and a process to provide for the orderly succession of management;

- (c) to review, on an annual basis, the performance and the salary, bonus and other benefits, direct and indirect, of each officer of Luckystrike who serves as part of management and to make recommendations in respect thereof for approval by the board of directors of Luckystrike, provided that such board approval will include the approval of a majority of directors that are independent; and
- (d) to periodically review the adequacy and form of the compensation of directors and to ensure that the compensation realistically reflects the responsibilities and risks involved in becoming an effective director, and to report and make recommendations to the board accordingly.

Components of Executive Compensation:

The anticipated components of the executive compensation program of Luckystrike are described in the table below:

Compensation Element	How it is paid	What it is designed to reward
Base salary	Cash	Rewards skills, capabilities, knowledge and experience, reflecting the level of responsibility, as well as the contribution expected from each executive.
Short-term incentive	Cash	Rewards contribution to both department's performance and Luckystrike's performance. Rewards for results within the current fiscal year.
Long-term incentive	Stock Options	Provides alignment between the interests of executives and shareholders. Rewards contribution to the long-term performance of Luckystrike and demonstrated potential for future contribution. Aligns with long-term corporate performance and provides added incentive for executives to enhance shareholder value.

The Compensation Committee will consider a broad range of factors in recommending compensation for executive management, including but not limited to, market data, individual performance, corporate performance and sector performance.

Base Salary

The base salary will provide an executive with basic compensation and will reflect individual responsibility, knowledge and experience, market competitiveness and the contribution expected from each individual. At its discretion, the Compensation Committee may compare each executive officer's salary with the bases salaries for similar positions in the comparator group, and will recommend appropriate adjustments, as needed.

Short-Term Incentive

Short-term incentive compensation will be based on annual results. The short-term incentive will ensure that a significant portion of an executive's compensation varies with actual results in a given year, while providing financial incentives to executives to achieve short-term financial and strategic objectives. It communicates to executives the accomplishments the Compensation Committee and the board of directors of Luckystrike wishes to reward and ensures that overall executive compensation correlates with corporate objectives. The short-term incentive component is structured to reward not only increased value for shareholders but also performance with respect to key operational factors and non-financial goals important to long-term success.

Long-Term Incentive

The long-term incentive component of executive compensation will be designed to ensure commonality of interests between management and shareholders. This will be accomplished by connecting shareholder return and long-term compensation, motivating executives to achieve long-range objectives that directly benefit shareholders.

Stock options reward executives for growth in the value of Luckystrike Shares over the long term. This is a high-risk, high-return component of the executive total compensation program because stock options deliver value to an executive only if the share price is above the grant price. This long-term equity incentive includes both a corporate and personal component.

Compensation of Directors

Directors will be compensated through their services as directors through an annual retainer. The Compensation Committee will review director compensation every year and recommend updates to the board of directors of Luckystrike for approval when considered appropriate or necessary to recognize the workload, time commitment and responsibility of the board and committee members and to remain competitive with director compensation trends of Luckystrike's peer group. To do so, the Compensation Committee will use industry comparative data and may, from time to time, retain independent external consultants to assist in reviewing director compensation.

Summary of Director and Named Executive Officer Compensation

The following tables set forth the expected annual and long-term compensation for services in all capacities to Luckystrike for the 12 months following completion of the Arrangement in respect of all proposed Named Executive Officers and directors of Luckystrike.

Summary Compensation Table (Excluding Compensation Securities) For Financial Year Ending December 31, 2018

Name and Position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of Perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
William (Bill) Chornobay, Director, President and Chief Executive Officer	2018	\$150,000	Nil	Nil	Nil	Nil	\$150,000
Yilu (Lucy) Zhang, Director and Chief Financial Officer	2018	\$90,000	Nil	Nil	Nil	Nil	\$90,000
Terrence E. King, Director	2018	Nil	Nil	\$4,000	Nil	Nil	\$4,000
Reimar Koch, Director	2018	Nil	Nil	\$4,000	Nil	Nil	\$4,000

Ewan Webster, Director	2018	Nil	Nil	\$4,000	Nil	Nil	\$4,000
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**Summary Compensation Table (Stock Options and Other Compensation Securities)
For Financial Year Ending December 31, 2018**

Name and Position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class ⁽¹⁾	Date of issue or grant ⁽¹⁾	Issue, conversion or exercise price ⁽¹⁾ (\$)	Closing price of security or underlying security on date of grant ⁽¹⁾ (\$)	Closing price of security of underlying security at year end ⁽¹⁾ (\$)	Expiry date ⁽¹⁾ (m/d/y)
William (Bill) Chornobay, Director, President and Chief Executive Officer	Stock Options	32,143	07/25/18	\$0.0875	N/A	N/A	05/05/21
		114,286		\$0.0875			08/05/21
		28,571		\$0.0875			06/23/24
		214,286		\$0.0875			08/15/24
		75,000		\$0.0875			07/31/24
		285,714		\$0.1575			05/06/26
Yilu (Lucy) Zhang, Director and Chief Financial Officer	Stock Options	7,143	07/25/18	\$0.0875	N/A	N/A	08/03/20
		10,714		\$0.0875			11/26/20
		142,857		\$0.0875			08/05/21
		17,857		\$0.0875			07/31/24
		142,857		\$0.14875			04/19/26
		50,000		\$0.2975			05/18/27
Terrence E. King, Director	Stock Options	71,429	07/25/18	\$0.0875	N/A	N/A	11/26/20
		142,857		\$0.0875			06/23/24
		35,714		\$0.0875			07/31/24
		57,143		\$0.0875			08/15/24
		142,857		\$0.1575			05/06/26
		514,286		\$0.2975			05/18/27
Reimar Koch, Director	Stock Options	57,143	07/25/18	\$0.0875	N/A	N/A	04/11/21
		57,143		\$0.1575			04/28/26
		85,714		\$0.2975			05/18/27
Ewan Webster, Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(1) Figures represent Luckystrike Options to be granted to the proposed Named Executive Officers and directors of Luckystrike pursuant to the Option Exchange under the Arrangement. Additional Luckystrike Options may be granted from time to time to directors, officers, employees or consultants of Luckystrike or any subsidiary of Luckystrike pursuant to the Luckystrike Option Plan.

Pension Plan Benefits

Luckystrike does not have a defined benefit, defined contribution or deferred compensation plan.

Audit Committee

NI 52-110 requires the Luckystrike Audit Committee to meet certain requirements. It also requires Luckystrike to disclose in this Circular certain information regarding the Luckystrike Audit Committee. That information is disclosed below.

Overview

The Luckystrike Audit Committee will be principally responsible for:

- recommending to the board of directors of Luckystrike the external auditor to be nominated for election by Luckystrike's shareholders at each annual general meeting and negotiating the compensation of such external auditor;
- overseeing the work of the external auditor;
- reviewing Luckystrike's annual and interim financial statements, MD&A and press releases regarding earnings before they are reviewed and approved by the board and publicly disseminated by Luckystrike; and
- reviewing Luckystrike's financial reporting procedures and internal controls to ensure adequate procedures are in place for Luckystrike's public disclosure of financial information extracted or derived from its financial statements, other than disclosure described in the previous paragraph.

The Audit Committee's Charter

Subject to Shareholder approval of the Arrangement Resolution substantially in the form set out in Schedule "A" hereto, upon giving effect to the Arrangement, Luckystrike will adopt an Audit Committee Charter similar to the Goldstrike Audit Committee Charter. The complete Audit Committee Charter is as follows:

LUCKYSTRIKE RESOURCES LTD. AUDIT COMMITTEE CHARTER

The audit committee is a committee of the board of directors to which the board delegates its responsibilities for the oversight of the accounting and financial reporting process and financial statement audits.

The audit committee will:

- (a) review and report to the board of directors of Luckystrike on the following before they are published:
 - (i) the financial statements and MD&A (management discussion and analysis) (as defined in NI 51-102) of Luckystrike;
 - (ii) the auditor's report, if any, prepared in relation to those financial statements,
- (b) review Luckystrike's annual and interim earnings press releases before Luckystrike publicly discloses this information,
- (c) satisfy itself that adequate procedures are in place for the review of Luckystrike's public disclosure of financial information extracted or derived from Luckystrike's financial statements and periodically assess the adequacy of those procedures,
- (d) recommend to the board of directors:

- (i) the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for Luckystrike; and
 - (ii) the compensation of the external auditor,
- (e) oversee the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for Luckystrike, including the resolution of disagreements between management and the external auditor regarding financial reporting,
- (f) monitor, evaluate and report to the board of directors on the integrity of the financial reporting process and the system of internal controls that management and the board of directors have established,
- (g) monitor the management of the principal risks that could impact the financial reporting of Luckystrike,
- (h) establish procedures for:
- (i) the receipt, retention and treatment of complaints received by Luckystrike regarding accounting, internal accounting controls, or auditing matters; and
 - (ii) the confidential, anonymous submission by employees of Luckystrike of concerns regarding questionable accounting or auditing matters,
- (i) pre-approve all non-audit services to be provided to Luckystrike or its subsidiary entities by Luckystrike's external auditor,
- (j) review and approve Luckystrike's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of Luckystrike, and
- (k) with respect to ensuring the integrity of disclosure controls and internal controls over financial reporting, understand the process utilized by the Chief Executive Officer and the Chief Financial Officer to comply with NI 52-109.

Composition of the Committee

The committee will be composed of three directors from Luckystrike's board of directors, a majority of whom will not be executive officers, employees or control persons of Luckystrike or of an affiliate of Luckystrike, provided that:

- (a) If a circumstance arises that affects the business or operations of Luckystrike, and a reasonable person would conclude that the circumstance can be best addressed by a member of the audit committee becoming an executive officer or employee of Luckystrike, the requirement set out above will not apply to the audit committee in respect of the member until the later of:
 - (i) the next annual meeting of Luckystrike; and
 - (ii) the date that is six months after the date on which the circumstance arose.

- (b) If an audit committee member becomes a control person of Luckystrike or of an affiliate of Luckystrike for reasons outside the member's reasonable control, the requirement set out above will not apply to the audit committee in respect of that member until the later of:
- (i) the next annual meeting of Luckystrike; and
 - (ii) the date that is six months after the date on which the circumstance arose.
- (c) If a vacancy on the audit committee arises as a result of the death, incapacity or resignation of an audit committee member and the board of directors is required to fill the vacancy, the requirement set out above will not apply to the audit committee, in respect of the member appointed to fill the vacancy, until the later of:
- (i) the next annual meeting of Luckystrike; and
 - (ii) the date that is six months after the date on which the circumstance arose.

All members of the audit committee will be financially literate as defined by applicable legislation. If, upon appointment, a member of the committee is not financially literate as required, the member will be provided a three month probation period in which to achieve the required level of literacy.

Authority

The committee has the authority to engage independent counsel and other advisors as it deems necessary to carry out its duties and the committee will set the compensation for such advisors. The committee has the authority to communicate directly with and to meet with the external auditors and the internal auditor, without management involvement. This extends to requiring the external auditor to report directly to the committee.

Reporting

The reporting obligations of the committee will include:

- (a) Reporting to the board of directors on the proceedings of each committee meeting and on the committee's recommendations at the next regularly scheduled directors meeting; and
- (b) Reviewing, and reporting to the board of directors on its concurrence with, the disclosure required by Form 51-110F2 in any management information circular prepared by Luckystrike.

Composition of the Audit Committee

The Luckystrike Audit Committee will consist of three directors. Luckystrike's governing corporate legislation requires Luckystrike to have an audit committee composed of a minimum of three directors, a majority of whom are not officers or employees of Luckystrike. The following table sets out the names of the proposed members of the Audit Committee and whether they are "independent" and "financially literate":

Name of Member	Independent⁽¹⁾	Financially Literate⁽²⁾
Yilu (Lucy) Zhang	No	Yes

Reimar Koch	Yes	Yes
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- (1) To be considered to be independent, a member of the audit committee must not have any direct or indirect "material relationship" with Luckystrike. A material relationship is a relationship which could, in the view of the board of directors of Luckystrike, reasonably interfere with the exercise of a member's independent judgment.
- (2) To be considered financially literate, a member of the committee must have the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by Luckystrike's financial statements.

It is currently expected that one additional director will be appointed to the board of directors of Luckystrike prior to completion to the Arrangement, who will also serve as the third member of the Luckystrike Audit Committee.

Relevant Education and Experience of Audit Committee Members

The education and experience of each member of the Luckystrike Audit Committee relevant to the performance of his or her responsibilities as a Luckystrike Audit Committee member and, in particular, any education or experience that would provide members with:

1. an understanding of the accounting principles used by Luckystrike to prepare its financial statements;
2. the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;
3. experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by Luckystrike's financial statements, or experience actively supervising one or more persons engaged in such activities; and
4. an understanding of internal controls and procedures for financial reporting, are as follows:

Yilu (Lucy) Zhang – Ms. Zhang is a Chartered Professional Accountant and has served as the Chief Financial Officer and Secretary of Goldstrike since July 2010. During this time, Ms. Zhang has been intimately involved in the preparation of Goldstrike's financial statements.

Reimar Koch – Mr. Koch was formerly the President of Goldstrike and was closely involved in the preparation of its financial statements throughout his tenure as President and, subsequently, as a director.

Audit Committee Oversight

There has not been a recommendation of the Luckystrike Audit Committee to nominate or compensate an external auditor which was not adopted by the board of directors.

Pre-Approval Policies and Procedures

The Luckystrike Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services. Engagement for such services will be considered on a case-by-case basis.

External Auditor Service Fees (By Category)

Luckystrike has not incurred any auditor fees since incorporation.

Reliance on Exemptions in NI 52-110 regarding Audit Committee Composition & Reporting Obligations

Since Luckystrike is a venture issuer, it will rely on the exemption contained in section 6.1 of NI 52-110 from the requirements of Part 3 Composition of the Luckystrike Audit Committee (as described in "Composition of the Audit Committee" above) and Part 5 Reporting Obligations of NI 52-110 (which requires certain prescribed disclosure about the Luckystrike Audit Committee in this Circular).

Corporate Governance

Corporate governance relates to the activities of the board of directors of Luckystrike, the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the board of directors of Luckystrike and who are charged with the day to day management of Luckystrike. The board of directors of Luckystrike is committed to sound corporate governance practices, which are both in the interests of its shareholders and contribute to effective and efficient decision making.

Subject to Shareholder approval of the Arrangement Resolution substantially in the form set out in Schedule "A" hereto, Luckystrike will adopt corporate governance practices similar to the current Goldstrike corporate governance practices.

National Instrument 58-101 – *Disclosure of Corporate Governance Practices* of the Canadian Securities Administrators ("**NI 58-101**") requires Luckystrike to annually disclose certain information regarding its corporate governance practices. That information is disclosed below.

Board of Directors

The board of directors of Luckystrike has the overall responsibility for the strategic planning and general management of the business and affairs of Luckystrike. The board of directors of Luckystrike does not have a written mandate. In fulfilling its responsibilities, the board of directors of Luckystrike is responsible for, among other things:

- (a) strategic planning for Luckystrike;
- (b) identification of the principal business risks of Luckystrike and ensuring the implementation of the appropriate systems to manage these risks;
- (c) succession planning for Luckystrike, as well as the appointment, development and monitoring of senior management;
- (d) a communications policy for Luckystrike; and
- (e) the integrity of Luckystrike's internal control and management information system.

The corporate governance guidelines (the "**Guidelines**") set out in National Policy 58-201 – *Corporate Governance Guidelines* suggest that the board of directors of every listed company should be constituted with a majority of individuals who qualify as "independent" directors under NI 58-101. The Exchange requires that each listed issuer have at least two independent directors. Under NI 58-101, which refers in

turn to NI 52-110, a director is considered independent if he or she has no direct or indirect "material relationship" with Luckystrike (other than shareholdings) which could, in the view of the board of directors of Luckystrike, reasonably interfere with the exercise of that director's judgment.

Of the proposed directors of Luckystrike, Reimar Koch and Ewan Webster are "independent" within the meaning of NI 52-110. William (Bill) Chornobay and Yilu (Lucy) Zhang, are not "independent" within the meaning of NI 52-110 because they will be executive officers of Luckystrike. Terrence E. King is also not "independent" within the meaning of NI 52-110, as he is an executive officer of Goldstrike, being an associate of Luckystrike.

The board of directors of Luckystrike will facilitate its exercise of independent supervision over management through its committee(s) having a majority of independent directors and through the requirement for approval of such matters as executive compensation by a majority of independent directors as well as a majority of the board of directors of Luckystrike as a whole.

Directorships

Certain of the proposed directors of Luckystrike are presently a director of one or more other reporting issuers (or equivalent) in a Canadian or foreign jurisdiction, as follows:

<u>Name of director</u>	<u>Other reporting issuer</u>
Terrence E. King	Goldstrike Resources Ltd.
Yilu (Lucy) Zhang	Goldstrike Resources Ltd.
Reimar Koch	Goldstrike Resources Ltd.

Orientation and Continuing Education

The board of directors of Luckystrike will ensure that each new nominee has the competencies, skills and personal qualities required to perform his or her duty properly, and management of Luckystrike will provide informal orientation and education to new directors respecting Luckystrike's history, properties and strategic plans. However, the board of directors of Luckystrike does not anticipate that it will have any formal policies with respect to the orientation of new directors, nor will it take any measures to provide continuing education for the directors. At this stage of Luckystrike's development, and having regard to the background and experience of its proposed directors, the board of directors of Luckystrike does not feel it necessary to have such policies or programs in place. Each director is responsible for keeping informed of Luckystrike's affairs, and directors will be informed not less than quarterly regarding corporate developments in the process of approving financial statements and other continuous disclosure documents.

Ethical Business Conduct

The board of directors of Luckystrike does not anticipate that it will adopt a formal written Code of Business Conduct and Ethics upon completion of the Arrangement. However, the limited scope of Luckystrike's operations and the small number of officers and consultants will allow the board of directors of Luckystrike to monitor on an ongoing basis the activities of management and to ensure that the highest standard of ethical conduct is maintained. As Luckystrike grows in size and scope, the board of directors of Luckystrike anticipates that it will formulate and implement a formal Code of Business Conduct and Ethics.

Nomination of Directors

Luckystrike does not anticipate having a formal process in place with respect to the recruitment or appointment of new directors upon completion of the Arrangement. Candidates are anticipated to be recruited by existing board members, and the recruitment process is expected to have both formal and informal discussions among board members. Luckystrike does not anticipate the establishment of a Nominating Committee upon completion of the Arrangement.

Compensation

Luckystrike will have a Compensation Committee, as described under the heading "*Executive Compensation*", but does not anticipate having a formal process in place for determining compensation for the directors and executive officers. Compensation for the directors and executive officers will be determined by the board of directors as a whole, and executive compensation will be approved by a majority of independent directors.

Other Board Committees

Other than the Luckystrike Audit Committee described under the heading "*Audit Committee*" and the Compensation Committee described under the heading "*Executive Compensation*", the board of directors of Luckystrike does not presently anticipate the establishment of any other committees. As Luckystrike grows, and its operations and management become more complex, the board of directors of Luckystrike will constitute additional formal standing committees and will ensure that such committees are governed by written charters and are composed of at least a majority of independent directors.

Assessments

The board of directors of Luckystrike will monitor, but does not anticipate that it will formally assess, the performance of individual board and committee members and their contributions. The board of directors of Luckystrike does not, at present, have a formal process in place for assessing the effectiveness of the board as a whole, its committees or individual directors, but will consider implementing one in the future should circumstances warrant. Based on Luckystrike's size, its stage of development and the limited number of individuals on the board, the board of directors of Luckystrike considers a formal assessment process to be inappropriate at this time.

Management Contracts

There are no management functions of Luckystrike, which will be to any substantial degree performed by a person or company other than the directors or senior officers of Luckystrike.

Promoters

Other than its directors and officers, there is no person who is or who has been within the two years immediately preceding the Record Date, a "promoter" of Luckystrike as defined under applicable Canadian securities laws.

Legal Proceedings

Luckystrike is not a party to any legal proceedings currently material to it or of which any of Luckystrike's property, including the Subco Properties, is the subject matter, and no such proceedings are known by Luckystrike to be contemplated.

Interests of Management and Others in Material Transactions

There were no material interests, direct or indirect, of directors and senior officers of Luckystrike or any known associate or affiliate of such person in any transaction since the commencement of Luckystrike's last completed financial year or in any proposed transaction which has materially affected or would materially affect Luckystrike, except as disclosed in this Circular.

Investor Relations Arrangement

There are no investor relations or promotional arrangements contemplated for Luckystrike upon completion of the Arrangement.

Auditor, Transfer Agent and Registrar

It is anticipated that Dale Matheson Carr-Hilton Labonte LLP, Chartered Accountants, 1500 – 1140 West Pender Street, Vancouver, British Columbia, V6E 4G1 will be the auditors of Luckystrike upon completion of the Arrangement. It is anticipated that the registrar and transfer agent of the Luckystrike Shares will be Computershare Trust Company of Canada, 2nd Floor, 510 Burrard Street, Vancouver, British Columbia, V6C 3B9.

Material Contracts

The only contract entered into by Luckystrike in the two years immediately prior to the date hereof that can reasonably be regarded as presently material to Luckystrike is the Arrangement Agreement.

The Arrangement Agreement may be inspected at the registered office of Luckystrike at 1000 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia during normal business hours up to the date of the Meeting and is available on SEDAR at www.sedar.com under Goldstrike's profile.

INFORMATION CONCERNING GOLDSTRIKE POST-ARRANGEMENT

Corporate Structure

Goldstrike is a British Columbia corporation located in Vancouver, British Columbia. It is a publicly traded company listed on both the TSX Venture Exchange under the symbol "GSR" and the Frankfurt Stock Exchange under the symbol "KCG". The registered office of Goldstrike is located at 1300 1111 West Georgia Street, Vancouver, British Columbia. The head office of Goldstrike is located at Suite 1010 – 1130 West Pender Street, Vancouver, British Columbia. Goldstrike's primary focus is mineral exploration. Goldstrike is a reporting issuer in British Columbia and Alberta.

Directors and Officers

Completion of the Arrangement will not cause any changes in the current directors or officers of Goldstrike.

Description of the Securities

Following the Arrangement, Goldstrike's authorized capital will consist of an unlimited number of New Goldstrike Shares without par value. The holders of New Goldstrike Shares are entitled to receive notice of and to one vote per New Goldstrike Share at all meetings of shareholders of Goldstrike. The New

Goldstrike Shares are entitled to dividends in such amounts as the Board may from time to time declare and in the event of liquidation, dissolution or winding-up, the holders of New Goldstrike Shares are entitled to share pro rata in the assets of Goldstrike.

Selected Unaudited Pro Forma Financial Information and MD&A

The following is a summary of certain financial information on a pro forma basis for Goldstrike as at March 31, 2018, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited pro forma consolidated financial statements of Goldstrike included in Schedule "F" to this Circular:

	March 31, 2018 (unaudited)
Current Assets:	\$4,933,238
Mineral Exploration Properties:	\$10,794,695
Total Assets:	\$16,474,315
Current Liabilities:	\$243,199
Shareholders' Equity:	\$15,927,047
Total Liabilities and Shareholders' Equity:	\$16,474,315

Pro Forma Capitalization of Goldstrike

The following table sets forth the pro forma share capitalization of Goldstrike after giving effect to the Arrangement:

Designation of Security	Amount Authorized	Outstanding as at Effective Date
Shares	Unlimited	190,343,723
Replacement Options	20% of issued and outstanding capital as at the date of implementation of the plan ⁽¹⁾	28,250,000 ⁽²⁾
Replacement Warrants	N/A	40,283,232 ⁽³⁾

- (1) The number of stock options that Goldstrike may grant is limited by the terms of the Option Plan and the policies of the Exchange
- (2) Having exercise prices ranging from \$0.0875 to \$0.2975 (calculated pursuant to the expected allocation of the original exercise price of the former Options) and expiry dates ranging from March 5, 2020 to May 18, 2027.
- (3) Having exercise prices ranging from \$0.0525 to \$0.6563 (calculated pursuant to the expected allocation of the original exercise price of the former Warrants) and expiry dates ranging from March 24, 2019 to April 24, 2021.

Available Funds and Principal Purposes

After giving effect to the proposed Arrangement, Goldstrike will have approximately \$2,600,000 of working capital available to it (before deduction of the expenses relating to the Arrangement but after its participation in the Goldstrike Placement) to achieve its business objectives. Following the Arrangement, Goldstrike intends to use the available funds, as at the date of this Circular, as set out in the estimates below, during the 12 months following the Effective Date.

Item	Budgeted Expenditures
Estimated Costs to Complete the Arrangement	\$225,000

Plateau Project	\$120,000
Other mineral properties	\$nil
Petroleum and natural gas properties	\$50,000
General and Administrative Expenses for the next 12 months	\$471,400
Unallocated	\$100,000
Total	\$966,400

Goldstrike reserves the right to allocate funds to different projects and uses as may be deemed appropriate by management where for sound business reasons, a reallocation of funds is necessary. Goldstrike, in order to complete a successful program, may require additional capital which may come from a combination of existing cash flow, potential cash flow, equity financing and/or debt financing. There is no assurance that additional capital will be available to Goldstrike to complete a successful exploration program or that the terms of such capital will be favorable. Failure to obtain additional capital could result in the delay or indefinite postponement of such exploration program.

PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

Approval of Luckystrike Option Plan

At the Meeting, provided the Arrangement Resolution is approved, Shareholders will be asked to consider and, if deemed advisable, approve the adoption by Luckystrike of the Luckystrike Option Plan (described in further detail below) by passing the ordinary resolution in substantially the form set out in Schedule "B" to this Circular.

The Luckystrike Option Plan will be substantially the same as the Option Plan of Goldstrike. The Luckystrike Option Plan will permit Luckystrike to reserve for the grant of options that number of shares which is approved by its shareholders from time to time, up to a maximum equal to 20% of Luckystrike's outstanding shares.

A summary of the material provisions of the Luckystrike Option Plan is as follows:

- (1) Any director, officer, employee or consultant of Luckystrike or any subsidiary of Luckystrike (each an "**Eligible Person**") will be eligible to be granted options under the Luckystrike Option Plan, and for the purposes of the Luckystrike Option Plan, "consultant" will include:
 - (a) for a consultant who is an individual, a corporation of which the consultant is an employee or shareholder, and a partnership of which the individual is an employee or partner; and
 - (b) for a consultant that is not an individual, an employee, executive officer or director of the consultant; provided that the employee, executive officer or director spends or will spend a significant amount of time and attention on the affairs and business of Luckystrike or a subsidiary of Luckystrike.
- (2) The number of shares reserved for issuance under the Luckystrike Option Plan will be 7,105,059 shares, which is equal to 20% of the outstanding shares of Luckystrike upon completion of the Arrangement.
- (3) The maximum number of options that may be granted:

- (a) to any Eligible Person within a 12 month period will not exceed 5% of the shares which are issued and outstanding on the date of the option grant (the "**Grant Date**") unless Luckystrike has obtained approval by a majority of votes cast at a meeting of shareholders of Luckystrike, excluding votes attaching to shares beneficially owned by insiders of Luckystrike to whom shares may be issued pursuant to the Luckystrike Option Plan and associates of such insiders ("**Disinterested Shareholder Approval**");
 - (b) to any one consultant within a 12 month period will not exceed 2% of the shares which are issued and outstanding on the relevant Grant Date;
 - (c) to Eligible Persons employed by Luckystrike to carry out investor relations activities will not, in aggregate, exceed 2% of the shares which are issued and outstanding on the relevant Grant Date, and such options must vest in stages over 12 months with no more than 25% of such options becoming vested in any three month period;
 - (d) to insiders as a group will not exceed 10% of the shares which are issued and outstanding on the relevant Grant Date unless Luckystrike has obtained Disinterested Shareholder Approval; and
 - (e) to insiders within a 12 month period will not exceed 10% of the shares which are issued and outstanding on the relevant Grant Date unless Luckystrike has obtained Disinterested Shareholder Approval.
- (4) The exercise price of options will be fixed by the board of directors of Luckystrike at the time of grant, provided that such exercise price may not be less than the market price of the shares on the Grant Date less a maximum 25% discount (in each case the "**Discounted Market Price**"). Any shares issued pursuant to the exercise of options which are exercisable at a Discounted Market Price may not be sold for a minimum of four months after the Grant Date.
- (5) The maximum term for the exercise of any options will be ten years. The Luckystrike Option Plan will provide that the exercise period of an option which would otherwise expire during a restricted trading period (a "**Blackout Period**") will be extended for ten trading days after the end of such Blackout Period.
- (6) If an optionee ceases to be an Eligible Person, the options held by such optionee will thereafter be exercisable on terms set by the board of directors of Luckystrike at the time of grant, which will not be more favourable to the optionee than the following terms, and in default of any specific terms being set at the time of grant, will be exercisable on the following terms subject to any provision in the Luckystrike Option Plan relating to a Blackout Period:
- (a) If the optionee ceases to be an Eligible Person due to death or disability, the vested options then held by such person will be exercisable at any time up to but not after the earlier of one year after the date of death or disability and the date of expiry of such options (the "**Expiry Date**");
 - (b) If the optionee is a director or officer and ceases to be an Eligible Person otherwise than by reason of death or disability, the vested options then held by such person will be exercisable to acquire shares at any time up to but not after the earlier of one year after the date on which he or she ceases to be a director or officer and the Expiry Date;

- (c) If the optionee is an employee, management company employee or consultant and ceases to be an Eligible Person otherwise than by reason of death or disability, the vested options then held by such person will be exercisable to acquire shares at any time up to but not after the earlier of 30 days after the date on which such optionee ceases to be an Eligible Person and the Expiry Date; provided that if such optionee ceases to be an Eligible Person by reason of termination for cause, breach of contract or any order or directive of the Exchange, the British Columbia Securities Commission, the Registrar of Companies for British Columbia or any other regulatory body having jurisdiction over Luckystrike, or by virtue of any provision in any contract between such person and Luckystrike, then all options then held by such person will be cancelled effective from and after the time of such termination, breach, order or directive, or as provided in such contract.
- (7) The Luckystrike Option Plan will also provide for adjustments to outstanding options in the event of alteration in the capital structure of Luckystrike, merger or amalgamation involving Luckystrike or Luckystrike entering into a plan of arrangement. In the event of a takeover bid or a change of control, all options outstanding under the Luckystrike Option Plan will become immediately exercisable, subject to any consent required from the Exchange.

The foregoing is only a summary of the material provisions of the Luckystrike Option Plan and is qualified in its entirety by the full text of the plan, which will be available for review at the Meeting and at the registered office of Luckystrike at 1000 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia during normal business hours up to the date of the Meeting. **The Board recommends that Shareholders vote in favour of the Luckystrike Option Plan.** In the absence of instructions to the contrary, a properly executed and returned proxy will be voted in favour of the Luckystrike Option Plan.

GENERAL INFORMATION

Experts and Professional Persons

Goldstrike engaged Carl Schulze, P. Geo to prepare an independent NI 43-101 report on the Luckystrike Property located in the Yukon. The Technical Report is referenced at "*Information Concerning Luckystrike Post-Arrangement – Luckystrike Property*".

Dale Matheson Carr-Hilton Labonte LLP prepared the auditor's report for the audited financial statements of Goldstrike for the years ended December 31, 2017 and 2016 and the auditor's report for the audited financial statements of Luckystrike for the period from incorporation on January 10, 2018 to March 31, 2018. Dale Matheson Carr-Hilton Labonte LLP is independent in accordance with the Rules of Professional Conduct of the Institute of Chartered Accountants of British Columbia.

To the best knowledge of Goldstrike, none of the experts above or their respective associates or affiliates, beneficially owns, directly or indirectly, any securities of Goldstrike, has received or will receive any direct or indirect interests in the property of Goldstrike or Luckystrike or is expected to be elected, appointed or employed as a director, officer or employee of Goldstrike or Luckystrike or any associate or affiliate thereof.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no informed person of Goldstrike nor any affiliate or associate of any such informed person, has had any material interest, direct or indirect, in any transaction since the commencement of the Goldstrike's most recently completed financial year or in any proposed transaction

which has materially affected or would materially affect Goldstrike or any of its subsidiaries, except with an interest arising from the ownership of Shares where such person or corporation will receive no extra or special benefit or advantage not shared on a pro rata basis by all holders of the same class of shares who are resident in Canada. For the purposes of this Circular, an "informed person" means (i) a director or officer of Goldstrike, (ii) a director or officer of a person or company that is itself an informed person, or (iii) any person or company who beneficially owns, directly or indirectly, and/or exercises control or direction over voting securities of Goldstrike carrying more than 10% of the voting rights attaching to all outstanding voting securities of Goldstrike.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as otherwise disclosed herein, no individual who has been a director or executive officer of Goldstrike any time since the beginning of the last financial year of Goldstrike, or any associate or affiliate thereof, has any material interest, direct or indirect, by way of beneficial ownership of Shares or otherwise, in any matter to be acted upon at the Meeting.

ADDITIONAL INFORMATION

Goldstrike files proxy statements and other information with certain Canadian securities regulatory authorities. The documents filed with the Canadian securities regulatory authorities are available under Goldstrike's profile on SEDAR at www.sedar.com. Financial information concerning Goldstrike is contained in its annual audited financial statements and MD&A for the year ended December 31, 2017 and its interim financial statements and MD&A for the three months ended March 31, 2018, which can be found at the above mentioned website. Goldstrike will provide to any person or company, upon request to the President of Goldstrike, one copy of Goldstrike's financial statements and MD&A.

OTHER BUSINESS

Management knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting, the Shares represented by the proxy solicited hereby will be voted on such matter in accordance with the best judgment of the persons voting by proxy.

CERTIFICATION AND BOARD APPROVAL

The undersigned hereby certifies that the contents and the sending of this Circular to the Shareholders have been approved by the Board.

DATED at Vancouver, British Columbia, on the 25th day of June, 2018.

ON BEHALF OF THE BOARD OF DIRECTORS OF GOLDSTRIKE RESOURCES LTD.

/s/ Terrence E. King
President and Chief Executive Officer

SCHEDULE "A"

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The arrangement (as may be modified or amended, the "**Arrangement**") under section 291 of the *Business Corporations Act* (British Columbia) involving Goldstrike Resources Ltd. ("**Goldstrike**"), its securityholders and Luckystrike Resources Ltd. ("**Luckystrike**"), all as more particularly described and set forth in the management information circular (the "**Circular**") of Goldstrike dated June 25, 2018, is hereby authorized, approved and adopted;
2. The plan of arrangement, as it may be or has been amended (the "**Plan of Arrangement**"), involving Goldstrike and implementing the Arrangement, the full text of which is set out in Schedule "A" to the Arrangement Agreement dated May 15, 2018 among Goldstrike and Luckystrike (the "**Arrangement Agreement**") which is attached as Schedule "B" to the Circular (as the Plan of Arrangement may be, or may have been, modified or amended), is hereby approved and adopted;
3. The Arrangement Agreement and all the transactions contemplated therein, the actions of the directors of Goldstrike in approving the Arrangement and the actions of the officers of Goldstrike in executing and delivering the Arrangement Agreement and any amendments thereto are hereby ratified and approved;
4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the securityholders of Goldstrike or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Goldstrike are hereby authorized and empowered, without further notice to, or approval of, the securityholders of Goldstrike:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; and
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement;
5. Any one or more directors or officers of Goldstrike is hereby authorized, for and on behalf and in the name of Goldstrike, to execute and deliver, whether under corporate seal of Goldstrike or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:
 - (a) all actions required to be taken by or on behalf of Goldstrike, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Goldstrike, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing by or on behalf of Goldstrike.

SCHEDULE "B"

LUCKYSTRIKE OPTION PLAN RESOLUTION

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. The Stock Option Plan (the "**Plan**") adopted by Goldstrike Resources Ltd. ("**Goldstrike**") be and the same is hereby approved, ratified and confirmed as the Plan for Luckystrike Resources Ltd. ("**Luckystrike**");
2. The directors of Luckystrike be and are hereby authorized until the date of the next annual general meeting of Luckystrike to grant stock options pursuant to the terms and conditions of the Plan entitling the holders to purchase up to a maximum of 20% of the issued and outstanding common shares of Luckystrike as at the date of implementation of the Plan;
3. Any director or officer of Luckystrike be and is hereby authorized, for or on behalf of Luckystrike, to execute and deliver all documents and instruments and to take such other actions as such director or officer may determine to be necessary or desirable to implement the ordinary resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments and the taking of any such actions.

SCHEDULE "C"

ARRANGEMENT AGREEMENT

(see attached)

ARRANGEMENT AGREEMENT

BETWEEN

GOLDSTRIKE RESOURCES LTD.

AND

LUCKYSTRIKE RESOURCES LTD.

May 15, 2018

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION.....	2
1.1 DEFINED TERMS	2
1.2 SCHEDULES.....	6
1.3 INTERPRETATION NOT AFFECTED BY HEADINGS, ETC.	6
1.4 NUMBER, ETC.....	6
1.5 DATE FOR ANY ACTION.....	6
1.6 CURRENCY	6
1.7 CONSTRUCTION.....	6
ARTICLE 2 THE ARRANGEMENT.....	7
2.1 ARRANGEMENT	7
2.2 IMPLEMENTATION STEPS BY THE PARTIES	7
2.3 INTERIM ORDER.....	7
2.4 DELIVERIES TO THE DEPOSITORY	8
2.5 TRANSMITTAL LETTERS.....	8
2.6 PREPARATION OF FILINGS	8
2.7 EXEMPTION UNDER THE 1933 ACT	8
ARTICLE 3 REPRESENTATIONS AND WARRANTIES	9
3.1 MUTUAL REPRESENTATIONS AND WARRANTIES OF THE PARTIES	9
3.2 REPRESENTATIONS AND WARRANTIES OF GOLDSTRIKE	10
3.3 REPRESENTATIONS AND WARRANTIES OF LUCKYSTRIKE	12
3.4 SURVIVAL OF REPRESENTATIONS AND WARRANTIES	12
3.5 NO REPRESENTATIONS AND WARRANTIES	12
ARTICLE 4 COVENANTS	12
4.1 MUTUAL COVENANTS	12
4.2 COVENANTS OF GOLDSTRIKE	13
4.3 COVENANTS OF LUCKYSTRIKE.....	15
ARTICLE 5 CONDITIONS PRECEDENT	15
5.1 MUTUAL CONDITIONS	15
5.2 WAIVER OF CONDITIONS	16
5.3 MERGER OF CONDITIONS.....	16
ARTICLE 6 TERMINATION.....	16
6.1 GENERAL	16
ARTICLE 7 AMENDMENTS.....	17
7.1 AMENDMENTS	17

ARTICLE 8 NOTICES17

8.1 NOTICE IN WRITING.....17

8.2 ADDRESSES FOR SERVICE.....17

ARTICLE 9 GENERAL18

9.1 BOARD RECOMMENDATIONS18

9.2 COSTS AND EXPENSES18

9.3 ENTIRE AGREEMENT18

9.4 FURTHER ASSURANCES.....18

9.5 TIME OF THE ESSENCE.....18

9.6 WAIVERS OF THIS AGREEMENT18

9.7 APPLICABLE LAW19

9.8 SEVERABILITY19

9.9 ENUREMENT AND ASSIGNMENT19

9.10 COUNTERPARTS19

SCHEDULE A - PLAN OF ARRANGEMENT

SCHEDULE B - SUBCO PROPERTIES

THIS ARRANGEMENT AGREEMENT, dated for reference the 15th day of May, 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 is the registered and beneficial owner of all of the issued and outstanding Luckystrike Shares and will, prior to the Effective Date, be the registered and beneficial owner of all of the issued and outstanding Subco Shares;
- B. Subco will, prior to the Effective Date, hold all right, title and interest in and to the Subco Properties;
- C. The boards of directors of each of the Parties have determined that it would be in the best interests of such Party to complete a reorganization whereby Luckystrike will acquire the Subco Shares from Goldstrike and the Goldstrike Securityholders will receive Luckystrike Securities by way of a Plan of Arrangement of Goldstrike under Part 9, Division 5 of the BCBCA on the terms of the Plan of Arrangement attached as Schedule A to this Agreement; and
- D. The Parties have agreed to enter into this Agreement setting out the terms and conditions on which the Arrangement will be carried out.

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. **INTERPRETATION**

1.1 **Defined Terms**

For the purpose of this Agreement the following terms shall have the respective meanings set out below:

- (a) "**1933 Act**" means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder;
- (b) "**Agreement**" means this arrangement agreement and all amendments hereto, and includes all Schedules and attachments hereto, as may be supplemented or amended from time to time;
- (c) "**Applicable Regulatory Approvals**" means the requisite approvals of: (i) the Goldstrike Shareholders; (ii) the Court; (iii) the Exchange; and (iv) any other approvals, consents and authorizations of all Governmental Entities and other regulators necessary in connection with the Arrangement and other transactions contemplated hereby;
- (d) "**Applicable Securities Laws**" means the *Securities Act (British Columbia)*, together with all other applicable provincial securities laws, rules, regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time;
- (e) "**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 the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with this Agreement and/or the Plan of Arrangement or made at the direction of the Court in the Final Order;
- (f) "**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;
- (g) "**Business Day**" means a day other than a Saturday, Sunday or day on which banks are not open for business in Vancouver, British Columbia;
- (h) "**Court**" means the Supreme Court of British Columbia;
- (i) "**Depository**" means Computershare Trust Company of Canada;
- (j) "**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;

- (k) "**Effective Time**" means 12:01 a.m. on the Effective Date;
- (l) "**Encumbrance**" means any mortgage, charge, easement, encroachment, lien, adverse claim, assignment by way of security, security interest, pledge, hypothecation, security agreement, financing statement, option, right of pre-emption, privilege, obligation to assign, license, sublicense, trust, royalty, carried, working, participation or net profits interest or other third party interest or other encumbrance or any agreement, option, right or privilege capable of becoming any of the foregoing;
- (m) "**Exchange**" means the TSX Venture Exchange;
- (n) "**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;
- (o) "**Goldstrike**" has the meaning set forth in the recitals;
- (p) "**Goldstrike Option**" means an option to acquire a Goldstrike Share issued pursuant to the Goldstrike Option Plan and outstanding on the Effective Date;
- (q) "**Goldstrike Option Plan**" means the Goldstrike stock option plan most recently approved by the Goldstrike Shareholders on December 14, 2017;
- (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;
- (u) "**Goldstrike Warrant**" means a common share purchase warrant of Goldstrike exercisable to acquire a Goldstrike Share and outstanding on the Effective Date;
- (v) "**Governmental Entity**" means:
 - (i) any multinational, federal, provincial, state, regional, municipal, board or other government, governmental or public department, central bank or tribunal;
 - (ii) any subdivision, agent, commission, board or authority of any of the foregoing; or

- (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (w) "**GSR Financing**" means a non-brokered private placement of units by Luckystrike for gross proceeds of \$2,500,000, pursuant to which Goldstrike shall subscribe for 8,333,334 units at a price of \$0.30 per unit, with each unit being comprised of one (1) Luckystrike Share and one (1) common share purchase warrant of Luckystrike exercisable to acquire a Luckystrike Share;
- (x) "**Information Circular**" means the notice of the Meeting and the accompanying management information circular, including all schedules thereto, to be sent to the Goldstrike Shareholders and others in connection with the Meeting, together with any amendments or supplements thereto;
- (y) "**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);
- (z) "**Laws**" means any and all applicable: (i) laws, statutes, codes, ordinances, decrees, rules, regulations, and by-laws; (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity; and (iii) policies, guidelines, notices and protocols, to the extent that they have the force of law;
- (aa) "**Losses**" means in respect of any matter, any and all costs, expenses, penalties, fines, losses, damages, injuries, harm, actions, Proceedings, judgments, orders, liabilities and deficiencies (including without limitation, all amounts paid in settlements, all interest and penalties and all reasonable legal and other professional fees and disbursements, including those incurred in defending any claim but excluding loss of profits) arising directly or indirectly as a consequence of such matters;
- (bb) "**Luckystrike**" has the meaning set forth in the recitals;
- (cc) "**Luckystrike Option**" means an option to acquire a Luckystrike Share, issued pursuant to the terms of the Plan of Arrangement;
- (dd) "**Luckystrike Private Placement**" means a non-brokered private placement of subscription receipts by Luckystrike for gross proceeds of up to \$2,500,000, with each subscription receipt entitling the holder thereof to receive one (1) Luckystrike Share and one (1) common share purchase warrant of Luckystrike exercisable to acquire a Luckystrike Share upon completion of the Arrangement without payment of additional consideration or further action;
- (ee) "**Luckystrike Representatives**" has the meaning ascribed thereto in Section 4.2(f);

- (ff) "**Luckystrike Securities**" means, collectively, the Luckystrike Shares, the Luckystrike Options and the Luckystrike Warrants;
- (gg) "**Luckystrike Shares**" means the common shares without par value in the capital of Luckystrike;
- (hh) "**Luckystrike Warrant**" means a common share purchase warrant of Luckystrike exercisable to acquire a Luckystrike Share, issued pursuant to the terms of the Plan of Arrangement;
- (ii) "**Meeting**" means the special meeting of Goldstrike Shareholders to be held for the purpose of, among other things, approving the Arrangement;
- (jj) "**New Goldstrike Shares**" means the new class of voting common shares without par value which Goldstrike will create and issue as described in Section 2.4(a)(ii) of the Plan of Arrangement, and which immediately after completion of the transactions comprising the Arrangement, will be identical in every relevant respect to the Goldstrike Shares;
- (kk) "**Party**" means Goldstrike or Luckystrike, as the context requires, and "**Parties**" means both of them;
- (ll) "**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;
- (mm) "**Plan of Arrangement**" means the plan of arrangement set out as Schedule A hereto, as the same may be amended or supplemented from time to time in accordance with the terms thereof and hereof;
- (nn) "**Pre-Arrangement Transactions**" means the incorporation of Subco by Goldstrike under the laws of the Province of British Columbia and the subsequent transfer by Goldstrike of all of its interest in and to the Subco Properties to Subco in a manner approved by Goldstrike and Luckystrike, acting reasonably;
- (oo) "**Proceedings**" means any claims, actions, suits, judgments, proceedings or investigations;
- (pp) "**Section 3(a)(10) Exemption**" has the meaning ascribed to it in Section 2.7 hereof;
- (qq) "**Subco**" means the company to be incorporated by Goldstrike pursuant to the Pre-Arrangement Transactions;
- (rr) "**Subco Properties**" means the assets described in Schedule B hereto; and

(ss) "**Subco Shares**" means the common shares without par value in the capital of Subco.

1.2 Schedules

The following Schedules are incorporated into and form an integral part of this Agreement:

Schedule A – Plan of Arrangement

Schedule B – Subco Properties

1.3 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "the Agreement", "hereof", "herein", "hereunder", and similar expressions refer to this Agreement and the schedules hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto.

1.4 Number, etc.

Unless the context otherwise requires, words importing the singular number only shall include the plural and vice-versa; words importing the use of any gender shall include all genders; and words importing persons shall include firms and corporations and vice-versa.

1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement refer to lawful money of Canada.

1.7 Construction

In this Agreement, unless otherwise indicated:

- (a) the words "include", "including", or "in particular", when following any general term or statement, shall not be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;

- (b) a reference to a statute means that statute, as amended and in effect as of the date of this Agreement, and includes each regulation and rule made thereunder and in effect as of the date hereof; and
- (c) when a word, term or phrase is defined, its derivatives or other grammatical forms shall have a corresponding meaning.

2. THE ARRANGEMENT

2.1 Arrangement

The Parties each agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement.

2.2 Implementation Steps by the Parties

- (a) Goldstrike will, as soon as reasonably practicable, apply to the Court pursuant to Section 291 of the BCBCA for the Interim Order providing for, among other things, the calling and holding of the Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement.
- (b) Goldstrike will convene and use commercially reasonable efforts to hold the Meeting in accordance with the Interim Order.
- (c) If the Arrangement is approved at the Meeting in accordance with the Interim Order, Goldstrike will, as soon as reasonably practicable thereafter, apply to the Court for the Final Order.
- (d) If the Final Order is obtained, subject to the satisfaction, waiver or release of the conditions set forth in Article 5, Goldstrike will, in consultation with Luckystrike and as soon as reasonably practicable thereafter, file with the Registrar under the BCBCA any documentation required to be filed pursuant to Section 292 of the BCBCA.
- (e) The Parties agree that the Arrangement shall become effective on the Effective Date.

2.3 Interim Order

The notice of motion for the application referred to in Section 2.2(a) shall request that the Interim Order provide:

- (a) that the Goldstrike Securityholders will be the only class of Persons to whom notice is to be provided in respect of the Arrangement and the Meeting and for the manner in which such notice is to be provided;
- (b) that the Meeting may be adjourned from time to time by management of Goldstrike, without the need for additional approval of the Court;

- (c) that the requisite approval for the Arrangement will be two-thirds of the votes cast on the appropriate special resolution by the Goldstrike Shareholders, voting together as a class, present in person or represented by proxy at the Meeting and entitled to vote thereat; and
- (d) that, other than as may be agreed by the Parties in writing, in all other respects, the terms, restrictions and conditions of the Notice of Articles and Articles of Goldstrike, including quorum requirements and all other matters, will apply in respect of the Meeting.

2.4 Deliveries to the Depository

In order to facilitate the Arrangement and the exchange of securities thereunder, all Luckystrike Shares to be exchanged as part of the Arrangement will be delivered by Luckystrike to the Depository and the Parties will use commercially reasonable efforts to cause the Depository to hold and deal with such Luckystrike Shares in accordance with the terms of the Arrangement, as described in the Plan of Arrangement.

2.5 Transmittal Letters

As soon as possible after the Effective Date, the Parties will use commercially reasonable efforts to cause the Depository to send (by regular mail) to each Person who was a Goldstrike Shareholder immediately before the Effective Date at his address shown on the respective Party's register of shareholders, a transmittal letter specifying the consideration the Person is entitled to receive pursuant to the Arrangement and will request the Person to surrender for cancellation the certificates representing their Goldstrike Shares.

2.6 Preparation of Filings

Goldstrike and Luckystrike will cooperate in:

- (a) the preparation of the applications for the Interim Order and the Final Order and the preparation of any other documents reasonably necessary or desirable to discharge each Party's respective obligations under the BCBCA and Applicable Securities Laws in connection with the Arrangement;
- (b) the preparation of the application for the approval of the Exchange for the listing and posting for trading of the Luckystrike Shares; and
- (c) the taking of all such other actions as may be required under the BCBCA and Applicable Securities Laws in connection with the Arrangement.

2.7 Exemption Under the 1933 Act

The Parties agree that the Arrangement will be carried out with the intention that all Luckystrike Shares and New Goldstrike Shares issued and/or delivered on completion of the Arrangement to the Goldstrike Shareholders will be issued and/or delivered in reliance on the exemption from the

registration requirements of the 1933 Act provided by Section 3(a)(10) thereof (the "**Section 3(a)(10) Exemption**"). In order to ensure the availability of the Section 3(a)(10) Exemption, the Parties agree that the Arrangement will be carried out on the following basis:

- (a) the Arrangement will be subject to the approval of the Court;
- (b) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;
- (c) the Court will be required to satisfy itself as to the fairness of the Arrangement to the Goldstrike Shareholders;
- (d) the order approving the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as being fair to the Goldstrike Shareholders, and shall include a statement substantially to the following effect:

"This Order will serve 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 Goldstrike Resources Ltd. and Luckystrike Resources Ltd., pursuant to or in connection with the Plan of Arrangement."

- (e) Goldstrike will ensure that all Goldstrike Shareholders entitled to receive Luckystrike Shares and New Goldstrike Shares on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right; and
- (f) The Interim Order of the Court approving the Meeting will specify that each Goldstrike Shareholder will have the right to appear before the Court so long as such Goldstrike Shareholder enters an appearance within a reasonable time.

3. REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties of the Parties

Each of the Parties represents and warrants to the other as follows and acknowledges that the other Party is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) the execution and delivery of this Agreement by it and the completion by it of the transactions contemplated herein and in the Plan of Arrangement do not and will not:
 - (i) result in the breach of, or violate any term or provision of, its articles or notice of articles;

- (ii) conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence or permit to which it is a party or by which it is bound and which is material to it, or to which any material property of such Party is subject, or result in the creation of any Encumbrance upon any of its material assets under any such agreement, instrument, licence or permit or give to others any material interest or right, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence or permit; or
 - (iii) violate any applicable Laws, the breach of which would have a material adverse effect on it;
- (b) there are no Proceedings commenced, contemplated or threatened against or affecting it, at law or in equity, before or by any Governmental Entity nor are there any existing facts or conditions which may reasonably be expected to form a proper basis for any Proceedings, which, in any case, would prevent or hinder the consummation of the transactions contemplated by this Agreement;
 - (c) no dissolution, winding up, bankruptcy, liquidation or similar proceeding has been commenced or is pending or proposed in respect of it; and
 - (d) the execution and delivery of this Agreement, and the completion of the transactions contemplated herein and in the Plan of Arrangement have been duly approved by its board of directors and this Agreement constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and to general principles of equity and limitations upon the enforcement of indemnification for fines or penalties imposed by law.

3.2 Representations and Warranties of Goldstrike

Goldstrike represents and warrants to and in favour of Luckystrike as follows, and acknowledges that Luckystrike is relying on such representations and warranties in connection with the matters contemplated in this Agreement:

- (a) Goldstrike is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia, is duly qualified to carry on its business in each jurisdiction where its business is currently conducted and is presently proposed to be conducted, or the ownership, leasing or operation of its property and assets requires such qualification, and has all requisite corporate power and authority to carry on its business and to enter into and perform its obligations under this Agreement;
- (b) the authorized capital of Goldstrike consists of an unlimited number of Goldstrike Shares, of which 190,343,723 Goldstrike Shares are issued and outstanding as of the date of this Agreement, as fully-paid and non-assessable;

- (c) at the date hereof, no person holds any securities convertible into Goldstrike Shares or has any agreement, warrant, option or other right capable of becoming an agreement, warrant or option for the purchase or other acquisition of any issued or unissued Goldstrike Shares, other than: (i) the holders of Goldstrike Options to acquire in aggregate 28,250,000 Goldstrike Shares; and (ii) the holders of Goldstrike Warrants to acquire in aggregate 40,283,232 Goldstrike Shares;
- (d) as of the Effective Date, Subco will be a corporation duly incorporated and validly existing under the laws of the Province of British Columbia, will be duly qualified to carry on its business in each jurisdiction where its business is proposed to be conducted, or the ownership, leasing or operation of its property and assets requires such qualification, and will have all requisite corporate power and authority to carry on its business;
- (e) as of the Effective Date, the authorized capital of Subco will consist of an unlimited number of Subco Shares and Goldstrike will be the registered and beneficial owner of all of the issued and outstanding Subco Shares;
- (f) as of the Effective Date, no person will hold any securities convertible into Subco Shares or will have any agreement, warrant, option or other right capable of becoming an agreement, warrant or option for the purchase or other acquisition of any issued or unissued Subco Shares;
- (g) applying customary standards in the mineral exploration business, as of the Effective Date, Subco will have sufficient title, free and clear of any title defect or Encumbrance, to the Subco Properties except for such defects in title or Encumbrances that, individually or in the aggregate, will not have, and would not reasonably be expected to have, a material adverse effect on Subco;
- (h) as of the Effective Date, no Person will have any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Subco of any of the Subco Properties other than as described or contemplated herein;
- (i) as of the Effective Date, there will be no Proceedings commenced, contemplated or threatened against or affecting Subco, at law or in equity, before or by any Governmental Entity nor will there be any existing facts or conditions which may reasonably be expected to form a proper basis for any Proceedings, which, in any case, would prevent or hinder the consummation of the transactions contemplated by this Agreement; and
- (j) as of the Effective Date, no dissolution, winding up, bankruptcy, liquidation or similar proceeding will have been commenced or will be pending or proposed in respect of Subco.

3.3 Representations and Warranties of Luckystrike

Luckystrike represents and warrants to and in favour of Goldstrike as follows, and acknowledges that Goldstrike is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) Luckystrike is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia, is duly qualified to carry on its business in each jurisdiction where its business is currently conducted and is presently proposed to be conducted, or the ownership, leasing or operation of its property and assets requires such qualification, and has all requisite corporate power and authority to carry on its business and to enter into and perform its obligations under this Agreement;
- (b) Luckystrike is authorized to issue an unlimited number of Luckystrike Shares, of which one (1) Luckystrike Share is issued and outstanding as of the date of this Agreement, as fully-paid and non-assessable; and
- (c) at the date hereof, no person holds any securities convertible into Luckystrike Shares or any other securities of Luckystrike or has any agreement, warrant, option or any other right capable of becoming an agreement, warrant or option for the purchase or other acquisition of any unissued Luckystrike Shares.

3.4 Survival of Representations and Warranties

The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect until the Effective Date and thereafter for a period of one (1) year. Any investigation by the Parties and their respective advisors shall not mitigate, diminish or affect the representations and warranties contained in this Agreement.

3.5 No Representations and Warranties

Luckystrike acknowledges and agrees that, save and except for sufficiency of title, Goldstrike is not making any representation or warranty to Luckystrike as to any aspect of the Subco Properties, it being understood and agreed that Luckystrike shall take the Subco Properties on an "as-is, where-is" basis, and shall assume, perform and discharge all liabilities arising in respect thereof before and after the Effective Date.

4. COVENANTS

4.1 Mutual Covenants

Each Party will do and perform all such acts and things and execute and deliver all such agreements, assurances, notices and other documents and instruments as may be reasonably necessary to facilitate the carrying out of the full intent and purpose of this Agreement.

4.2 Covenants of Goldstrike

In addition to the covenants set forth in Article 2 and Section 4.1 above, Goldstrike covenants and agrees to the following:

- (a) Conduct of Business. From the date hereof until the earlier of the Effective Date and the termination of this Agreement in accordance with its provisions, other than as contemplated in this Agreement or the Arrangement, Goldstrike shall:
 - (i) not split, combine or reclassify any of the Goldstrike Shares, or redeem, purchase, or offer to purchase any Goldstrike Shares; and
 - (ii) not reorganize, amalgamate or merge with any other Person, nor acquire or agree to acquire, by amalgamating, merging or consolidating with, or purchasing substantially all of the assets of, any corporation, partnership, association or other business organization or division thereof.
- (b) No Breach of Representations. Except with the prior consent of Luckystrike, Goldstrike shall not do or fail to do anything that would result in any of the representations and warranties set forth in Sections 3.1 and 3.2 not being true and correct at the Effective Date.
- (c) Court Order. Goldstrike shall carry out the terms of the Interim Order and the Final Order.
- (d) Information Circular. Goldstrike shall file the Information Circular in all jurisdictions where the Information Circular is required to be filed and deliver the Information Circular to all Goldstrike Securityholders and the auditors of Goldstrike and any other Person as may be required by the Interim Order and applicable Laws.
- (e) Exchange. Goldstrike shall use commercially reasonable efforts to seek:
 - (i) the approval of the Goldstrike Shareholders required for the implementation of the Arrangement;
 - (ii) the confirmation of the listing of the New Goldstrike Shares on the Exchange;
 - (iii) the approval for the listing of the Luckystrike Shares on the Exchange; and
 - (iv) the Final Order.
- (f) Indemnification. Goldstrike shall indemnify and save harmless Luckystrike and its directors, officers, employees and agents (the "**Luckystrike Representatives**") from and against all Losses to which Luckystrike or any Luckystrike Representatives, may be subject or for which Luckystrike, or any Luckystrike

Representatives, may suffer whether under the provisions of any statute or otherwise, in any way caused by, arising, directly or indirectly, from or in consequence of any misrepresentation or alleged misrepresentations based solely on the information regarding Goldstrike contained in the Information Circular.

- (g) Obtain Consents. Goldstrike shall use commercially reasonable efforts to obtain, in a timely manner, all of the consents, approvals, permits and acknowledgements as may be required in connection with the completion of the transactions contemplated hereby, each in a form, and upon such terms, as is reasonably acceptable to both Parties.
- (h) Conditions Precedent. Goldstrike shall use commercially reasonable efforts to cause each of the conditions precedent set forth in Article 5 hereof to be complied with in a timely manner.
- (i) Subco Properties. From the date hereof until the completion of the Pre-Arrangement Transactions, Goldstrike shall conduct its business in respect of the Subco Properties in the ordinary and usual course and in accordance with prudent business practices prevailing in the mineral exploration industry and to:
 - (i) preserve, substantially intact, the Subco Properties and not do or permit to be done any act or thing which would or might reasonably be expected to diminish the Subco Properties;
 - (ii) operate and maintain the Subco Properties as would a prudent owner in a good and workmanlike manner; and
 - (iii) duly and punctually perform all of its obligations pursuant to Goldstrike's existing material agreements pertaining to the Subco Properties.
- (j) Business of Subco. From the date of the completion of the Pre-Arrangement Transactions until the earlier of the Effective Date and the termination of this Agreement in accordance with its provisions, Goldstrike shall cause Subco to conduct its business in respect of the Subco Properties in the ordinary and usual course and in accordance with prudent business practices prevailing in the mineral exploration industry and to:
 - (i) preserve, substantially intact, the Subco Properties and not do or permit to be done any act or thing which would or might reasonably be expected to diminish the Subco Properties;
 - (ii) operate and maintain the Subco Properties as would a prudent owner in a good and workmanlike manner; and
 - (iii) duly and punctually perform all of its obligations pursuant to Subco's material agreements pertaining to the Subco Properties.

4.3 Covenants of Luckystrike

In addition to the covenants set forth in Article 2 and Section 4.1 above, Luckystrike covenants and agrees to the following:

- (a) Luckystrike Private Placement. Luckystrike shall use commercial best efforts to complete the Luckystrike Private Placement on or before the Effective Date.
- (b) Directors and Officers. On the Effective Date, the directors and officers of Luckystrike shall be as follows:
 - (i) William Chornobay (Director, President and CEO);
 - (ii) Yilu (Lucy) Zhang (Director and CFO);
 - (iii) Terrence King (Independent Director);
 - (iv) Reimar Koch (Independent Director); and
 - (v) Ewan Webster (Independent Director).
- (c) No Breach of Representations. Except with the prior consent of Goldstrike, Luckystrike shall not do or fail to do anything that would result in any of the representations and warranties set forth in Sections 3.1 and 3.3 not being true and correct at the Effective Date.
- (d) Conditions Precedent. Luckystrike shall use commercially reasonable efforts to cause each of the conditions precedent set forth in Article 5 hereof to be complied with on or before the Effective Date.

5. **CONDITIONS PRECEDENT**

5.1 Mutual Conditions

Each of the following conditions is for the benefit of Goldstrike and Luckystrike and, subject to Section 5.2 hereof, this Agreement shall terminate and be of no force and effect whatsoever unless at the Effective Date:

- (a) all required Court approvals for the Plan of Arrangement, including the Interim Order and the Final Order have been obtained in form and substance satisfactory to the Parties;
- (b) the Arrangement shall have been approved at the Meeting in accordance with the terms of the Interim Order;
- (c) the Exchange shall have confirmed the continued listing and posting for trading of the New Goldstrike Shares to be issued pursuant to the Arrangement;

- (d) the Exchange shall have given conditional acceptance to the listing thereon of the Luckystrike Shares to be issued pursuant to the Arrangement on or before the Effective Date or as soon as practicable thereafter, subject to compliance with the usual requirements of the Exchange;
- (e) there shall not be in force any order or decree restraining or enjoining the consummation of the Arrangement and there shall be no Proceeding (other than an appeal made in connection with the Arrangement) in progress or threatened that relates to or results from the transactions contemplated by this Agreement that would, if successful, result in an order or ruling that would preclude the completion of the transactions contemplated by this Agreement in accordance with the terms hereof or would otherwise be inconsistent with the Applicable Regulatory Approvals which have been obtained;
- (f) all Applicable Regulatory Approvals necessary or desirable for the completion of the Arrangement shall have been obtained or received, each in a form acceptable to both Parties;
- (g) there shall not exist any prohibition at law against the completion of the Arrangement;
- (h) the GSR Financing shall have been completed on or before the Effective Date;
- (i) the Pre-Arrangement Transactions shall have been completed on or before the Effective Date; and
- (j) this Agreement shall not have been terminated pursuant to the provisions hereof.

5.2 Waiver of Conditions

If any condition set out in Article 5 shall not be fulfilled or performed on or before the Effective Date, the Party entitled to the benefit of such condition shall be entitled to terminate this Agreement or to waive that condition.

5.3 Merger of Conditions

The conditions set out in Article 5 shall be conclusively deemed to have been satisfied, waived or released on the Arrangement becoming effective.

6. TERMINATION

6.1 General

This Agreement may, at any time prior to the Arrangement becoming effective under the provisions of the BCBCA and without the approval of Goldstrike Securityholders, be terminated by the mutual agreement of the Parties.

7. AMENDMENTS

7.1 Amendments

This Agreement may, at any time and from time to time before and after the holding of the Meeting, but no later than the Effective Date, be amended by written agreement of the Parties hereto without, subject to applicable Laws, further notice to or authorization on the part of the Goldstrike Shareholders. Without limiting the generality of the foregoing, any such amendment may:

- (a) change the time for the performance of any of the obligations or acts of the Parties hereto;
- (b) waive any inaccuracies or modify any representation and warranty contained herein or in any document to be delivered pursuant hereto; or
- (c) waive compliance with or modify any of the covenants or conditions herein contained or waive or modify the performance of any of the obligations of the Parties hereto.

8. NOTICES

8.1 Notice in Writing

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party to the other Party shall be in writing and may be given by delivering same or sending same by facsimile transmission, email or by hand delivery addressed to the Party to whom the notice is to be given at its address for service herein. Any notice, consent, waiver, direction or other communication shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day and, if not, the next succeeding Business Day) and if sent by email or facsimile transmission shall be deemed to have been given and received at the time of receipt (if a Business Day and, if not, the next succeeding Business Day) unless actually received after 5:00 p.m. at the point of delivery in which case it shall be deemed to have been given and received on the next succeeding Business Day.

8.2 Addresses for Service

The address for service of each of the Parties hereto shall be as follows:

- (a) if to Goldstrike:

Goldstrike Resources Ltd.
1010 – 1130 West Pender Street
Vancouver, BC V6E 4A4
Attention: President

(b) if to Luckystrike:

Luckystrike Resources Ltd.
1010 – 1130 West Pender Street
Vancouver, BC V6E 4A4
Attention: President

9. GENERAL

9.1 Board Recommendations

Nothing contained in this Agreement will prohibit, enjoin or otherwise restrict the board of directors of Goldstrike or any director of Goldstrike, in the fulfillment of their fiduciary duties, from failing to give, qualifying or otherwise amending any recommendation to be or previously given to Goldstrike Shareholders, as applicable, in connection with the Arrangement or the Plan of Arrangement.

9.2 Costs and Expenses

Each Party will be responsible for and bear all of its own fees, costs and expenses incurred at any time in connection with entering into this Arrangement and consummating the transactions contemplated herein and in the Plan of Arrangement.

9.3 Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, between the Parties or their representatives. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

9.4 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts and things and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

9.5 Time of the Essence

Time shall be of the essence of this Agreement.

9.6 Waivers of this Agreement

No waiver, express or implied, of any provision of this Agreement shall be binding on either Party unless consented to in writing by such Party and then only in the specific instance and for

the specific purpose given. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided.

9.7 Applicable Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective obligations of the Parties shall be governed by, the laws of the Province of British Columbia and the laws of Canada applicable therein. Each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts in the City of Vancouver, British Columbia with respect to any disputes arising hereunder.

9.8 Severability

If any provision of this Agreement 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.

9.9 Enurement and Assignment

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either Party hereto without the prior written consent of the other Party.

9.10 Counterparts

This Agreement may be executed in counterparts and delivered by electronic transmission, each of which shall conclusively be deemed to be an original and all of which collectively shall constitute one and the same agreement.

[Signature Page Follows]

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

GOLDSTRIKE RESOURCES LTD.

By: /s/ Terrence E. King
Name: Terrence E. King
Title: President and Chief Executive Officer

LUCKYSTRIKE RESOURCES LTD.

By: /s/ Terrence E. King
Name: Terrence E. King
Title: Director

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**" means Computershare Trust Company of Canada, the depository to be appointed by Goldstrike and Luckystrike for the purpose of, among other things, exchanging certificates representing Goldstrike Shares in connection with the Arrangement, at such offices as will be set out in the Transmittal Letter;
- (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)(i) 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)(ii) 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)(iii) 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;
- (mm) "**Transmittal Letter**" means the form(s) of letter of transmittal, for use by the Goldstrike Shareholders providing for delivery by the Depository of certificates representing the New Goldstrike Shares and the Luckystrike Shares, in the form agreed to between Goldstrike, Luckystrike and the Depository; and
- (nn) "**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 Share Certificates

After the Effective Date, certificates formerly representing Goldstrike Shares which are held by a Goldstrike Shareholder will, subject to Section 3.4, represent only the right to receive certificates

representing New Goldstrike Shares and Luckystrike Shares, all in accordance with the terms of the Arrangement.

3.2 Distributions With Respect to Unsurrendered Certificates

No dividends or other distributions declared or made after the Effective Date with respect to the New Goldstrike Shares and Luckystrike Shares with a record date after the Effective Date will be payable or paid to the holder of any unsurrendered certificate or certificates for Goldstrike Shares which, immediately prior to the Effective Date, represented outstanding Goldstrike Shares and will not be payable until the surrender of certificates for Goldstrike Shares for exchange for New Goldstrike Shares and Luckystrike Shares, in accordance with the terms of the Arrangement.

3.3 Exchange of Share Certificates

At or prior to the Effective Time, each of Goldstrike and Luckystrike shall deposit with the Depository, for the benefit of the Goldstrike Shareholders, sufficient certificates representing New Goldstrike Shares and Luckystrike Shares as required to give effect to this Plan of Arrangement. A Goldstrike Shareholder at the Effective Time shall be entitled to receive the certificates representing the New Goldstrike Shares and Luckystrike Shares, to which such Goldstrike Shareholder is entitled pursuant to the provisions hereof as soon as practicable after the Effective Date upon delivery to the Depository of a duly completed Transmittal Letter and surrender of the certificates formerly representing the Goldstrike Shares together with such other documents and instruments as would have been required to effect the transfer of the Goldstrike Shares formerly represented by such certificates under the BCBCA and the Articles of Goldstrike, and such additional documents and instruments as the Depository, Goldstrike or Luckystrike may reasonably require. The Depository shall register and make available or send by regular mail (postage prepaid) certificates representing New Goldstrike Shares or Luckystrike Shares as directed in each properly completed Transmittal Letter.

3.4 Extinction of Rights

Any certificate which immediately prior to the Effective Date represented outstanding Goldstrike Shares and which has not been surrendered, with all other instruments required by this Article 3, on or prior to the sixth (6th) anniversary of the Effective Date, will cease to represent any claim against or interest of any kind or nature in Goldstrike, Luckystrike or the Depository.

3.5 Lost Certificates

In the event any certificate, which immediately before the Effective Time represented one or more Goldstrike Shares that were exchanged pursuant to Section 2.4 is lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depository will issue in exchange for such lost, stolen or destroyed certificate, one or more certificates representing one or more New Goldstrike Shares and Luckystrike Shares, deliverable in accordance with such Goldstrike Shareholder's Transmittal Letter. When authorizing such issuances in exchange for any lost, stolen or destroyed certificate, the Person to whom certificates representing New Goldstrike Shares and Luckystrike Shares are to be issued or delivered will, as a condition precedent to the issuance thereof, give a bond satisfactory to each of Goldstrike, Luckystrike and their transfer agent in such sum as each of

Goldstrike and Luckystrike may direct and otherwise indemnify Goldstrike and Luckystrike in a manner satisfactory to them, against any claim that may be made against it or Goldstrike or Luckystrike or any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.
- (b) 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.

B-1

**SCHEDULE B
SUBCO PROPERTIES**

[See Attached]



Claim Status Report

18 May 2018

Claim Name and Nbr.	Grant No.	Expiry Date	Registered Owner	% Owned	NTS #'s	Grouping	Permit
R AB 1 - 6	YF04801 - YF04806	2021/10/02	Goldstrike Resources Ltd.	100.00	115003	HD03522	LQ00463
R AB 8 - 18	YF04808 - YF04818	2021/10/02	Goldstrike Resources Ltd.	100.00	115003	HD03522	LQ00463
R AB 19	YD155599	2025/05/09	Goldstrike Resources Ltd.	100.00	115003	HD03522	LQ00463
R AB 21 - 32	YF04821 - YF04832	2021/10/02	Goldstrike Resources Ltd.	100.00	115003	HD03522	LQ00463
R AB 33	YD155593	2025/05/09	Goldstrike Resources Ltd.	100.00	115003	HD03522	LQ00463
R AB 43 - 62	YF04703 - YF04722	2025/05/09	Goldstrike Resources Ltd.	100.00	115003	HD03522	LQ00463
R AB 20	YD155600	2025/05/09	Goldstrike Resources Ltd.	100.00	115003	HD03522	LQ00463
R AB 34 - 42	YF46604 - YF46612	2025/05/09	Goldstrike Resources Ltd.	100.00	115003	HD03522	LQ00463
R AU 89 - 100	YC98689 - YC98700	2031/12/18	Cloudbreak Resources Ltd	100.00	115003	HD03522	LQ00463
R AU 101 - 116	YC98801 - YC98816	2031/12/18	Cloudbreak Resources Ltd	100.00	115003	HD03522	LQ00463
R P L 1 - 100	YF04901 - YF05000	2025/06/10	Goldstrike Resources Ltd.	100.00	115003, 115002	HD03522	LQ00463
R P L 101 - 181	YE78601 - YE78681	2025/06/10	Goldstrike Resources Ltd.	100.00	115002, 115003	HD03522	LQ00463
R P L 183 - 200	YE78683 - YE78700	2025/06/10	Goldstrike Resources Ltd.	100.00	115003	HD03522	LQ00463
R LS 1 - 81	YF06601 - YF06681	2021/10/04	Goldstrike Resources Ltd.	100.00	115002, 115003	HD03522	LQ00463
R LS 83 - 230	YF06683 - YF06830	2021/10/04	Goldstrike Resources Ltd.	100.00	115002, 115003	HD03522	LQ00463
R Lucky 1 - 12	YC99489 - YC99500	2031/12/18	Cloudbreak Resources Ltd	100.00	115003	HD03522	LQ00463
R Lucky 13 - 100	YD05999 - YD06086	2031/12/18	Cloudbreak Resources Ltd	100.00	115003	HD03522	LQ00463
R Lucky 101 - 124	YC91801 - YC91824	2031/12/18	Cloudbreak Resources Ltd	100.00	115003	HD03522	LQ00463
R Lucky 129 - 166	YC91829 - YC91866	2031/12/18	Cloudbreak Resources Ltd	100.00	115003	HD03522	LQ00463
R Lucky 169 - 172	YC91869 - YC91872	2031/12/18	Cloudbreak Resources Ltd	100.00	115003	HD03522	LQ00463
R LUCKY 1 - 3	YD155903 - YD155905	2030/12/18	Terry (Terrence) King	100.00	115003	HD03522	LQ00463
R Strike 1 - 6	YC98701 - YC98706	2030/12/18	Goldstrike Resources Ltd.	100.00	115003	HD03522	LQ00463
R Strike 7 - 10	YC98707 - YC98710	2031/12/18	Cloudbreak Resources Ltd	100.00	115003	HD03522	LQ00463

Left column indicator legend:

- R - Indicates the claim is on one or more pending renewal(s).
- P - Indicates the claim is pending.

Right column indicator legend:

- L - Indicates the Quartz Lease.
- F - Indicates Full Quartz fraction (25+ acres)
- P - Indicates Partial Quartz fraction (<25 acres)

Total claims selected : 750

- D - Indicates Placer Discovery
- C - Indicates Placer Codiscovery
- B - Indicates Placer Fraction



Claim Status Report

18 May 2018

Claim Name and Nbr.	Grant No.	Expiry Date	Registered Owner	% Owned	NTS #'s	Grouping	Permit
R Strike 21 - 26	YC98721 - YC98726	2030/12/18	Goldstrike Resources Ltd.	100.00	115O03	HD03522	LQ00463
R Strike 27 - 30	YC98727 - YC98730	2031/12/18	Cloudbreak Resources Ltd	100.00	115O03	HD03522	LQ00463
R Strike 41 - 45	YC98741 - YC98745	2030/12/18	Goldstrike Resources Ltd.	100.00	115O03	HD03522	LQ00463
R Strike 46 - 50	YC98746 - YC98750	2031/12/18	Cloudbreak Resources Ltd	100.00	115O03	HD03522	LQ00463
R Strike 61 - 64	YC98761 - YC98764	2030/12/18	Goldstrike Resources Ltd.	100.00	115O03	HD03522	LQ00463
R Strike 65 - 70	YC98765 - YC98770	2031/12/18	Cloudbreak Resources Ltd	100.00	115O03	HD03522	LQ00463
R Strike 81 - 84	YC98781 - YC98784	2030/12/18	Goldstrike Resources Ltd.	100.00	115O03	HD03522	LQ00463
R Strike 85 - 90	YC98785 - YC98790	2031/12/18	Cloudbreak Resources Ltd	100.00	115O03	HD03522	LQ00463
R Strike 101 - 114	YC99475 - YC99488	2031/12/18	Goldstrike Resources Ltd.	100.00	115O03	HD03522	LQ00463

Criteria(s) used for search:

CLAIM DISTRICT: 1000002 CLAIM STATUS: ACTIVE & PENDING DOCUMENT NUMBER: HD03522 REGULATION TYPE: QUARTZ

Left column indicator legend:

- R - Indicates the claim is on one or more pending renewal(s).
- P - Indicates the claim is pending.

Right column indicator legend:

- L - Indicates the Quartz Lease.
- F - Indicates Full Quartz fraction (25+ acres)
- P - Indicates Partial Quartz fraction (<25 acres)

Total claims selected : 750

- D - Indicates Placer Discovery
- C - Indicates Placer Codiscovery
- B - Indicates Placer Fraction



Claim Status Report

18 May 2018

Claim Name and Nbr.	Grant No.	Expiry Date	Registered Owner	% Owned	NTS #'s	Grouping	Permit
R P GS 1 - 72	YF54891 - YF54962	2019/04/06	Goldstrike Resources Ltd.	100.00	115N10	HD03593	
R P GS 85 - 335	YF54975 - YF55225	2019/04/06	Goldstrike Resources Ltd.	100.00	115N10	HD03593	
R P GS 347 - 432	YF55237 - YF55322	2019/04/06	Goldstrike Resources Ltd.	100.00	115N10	HD03593	
R P GS 445 - 468	YF55335 - YF55358	2019/04/06	Goldstrike Resources Ltd.	100.00	115N10	HD03593	
R GS 469 - 540	YF55359 - YF55430	2019/04/20	Goldstrike Resources Ltd.	100.00	115N10	HD03593	
R P GS 73 - 84	YF54963 - YF54974	2019/04/06	Goldstrike Resources Ltd.	100.00	115N10	HD03593	
R P GS 336 - 346	YF55226 - YF55236	2019/04/06	Goldstrike Resources Ltd.	100.00	115N10	HD03593	
R P GS 433 - 444	YF55323 - YF55334	2019/04/06	Goldstrike Resources Ltd.	100.00	115N10	HD03593	

Criteria(s) used for search:

CLAIM DISTRICT: 1000002 CLAIM NAME: GS CLAIM STATUS: ACTIVE & PENDING REGULATION TYPE: QUARTZ

Left column indicator legend:

- R - Indicates the claim is on one or more pending renewal(s).
- P - Indicates the claim is pending.

Right column indicator legend:

- L - Indicates the Quartz Lease.
- F - Indicates Full Quartz fraction (25+ acres)
- P - Indicates Partial Quartz fraction (<25 acres)

Total claims selected : 540

- D - Indicates Placer Discovery
- C - Indicates Placer Codiscovery
- B - Indicates Placer Fraction



Claim Status Report

18 May 2018

Claim Name and Nbr.	Grant No.	Expiry Date	Registered Owner	% Owned	NTS #'s	Grouping	Permit
R HS 1 - 96	YF06901 - YF06996	2021/05/16	Goldstrike Resources Ltd.	100.00	115N07	HD03610	C1Q00054
R P HS 97 - 184	YF05407 - YF05494	2020/03/22	Goldstrike Resources Ltd.	100.00	115N07	HD03610	C1Q00054

Criteria(s) used for search:

CLAIM DISTRICT: 1000002 CLAIM NAME: HOT SPOT, HOTSPOT, HS CLAIM STATUS: ACTIVE & PENDING
REGULATION TYPE: QUARTZ

Left column indicator legend:

- R - Indicates the claim is on one or more pending renewal(s).
- P - Indicates the claim is pending.

Right column indicator legend:

- L - Indicates the Quartz Lease.
- F - Indicates Full Quartz fraction (25+ acres)
- P - Indicates Partial Quartz fraction (<25 acres)

Total claims selected : 184

- D - Indicates Placer Discovery
- C - Indicates Placer Codiscovery
- B - Indicates Placer Fraction



Claim Status Report

18 May 2018

Claim Name and Nbr.	Grant No.	Expiry Date	Registered Owner	% Owned	NTS #'s	Grouping	Permit
BRC 7 - 14	YC94407 - YC94414	2019/06/04	Cloudbreak Resources Ltd	100.00	115O03	HD03295	
BRC 21 - 36	YC94421 - YC94436	2019/06/04	Cloudbreak Resources Ltd	100.00	115O03	HD03295	
R BRC 37 - 38	YC94437 - YC94438	2018/06/04	Petro One Energy Corp	100.00	115O03	HD03295	
R J 1 - 5	YD129235 - YD129239	2019/05/25	Terry (Terrence) King	100.00	115O03	HD03295	

Criteria(s) used for search:

CLAIM DISTRICT: 1000002 CLAIM NAME: BRC, J CLAIM STATUS: ACTIVE & PENDING OWNER(S): GOLDSTRIKE RESOURCES LTD., KING TERRY (TERRENCE) REGULATION TYPE: QUARTZ

Left column indicator legend:

- R - Indicates the claim is on one or more pending renewal(s).
- P - Indicates the claim is pending.

Right column indicator legend:

- L - Indicates the Quartz Lease.
- F - Indicates Full Quartz fraction (25+ acres)
- P - Indicates Partial Quartz fraction (<25 acres)

Total claims selected : 31

- D - Indicates Placer Discovery
- C - Indicates Placer Codiscovery
- B - Indicates Placer Fraction



Claim Status Report

18 May 2018

Claim Name and Nbr.	Grant No.	Expiry Date	Registered Owner	% Owned	NTS #'s	Grouping	Permit
R KR 1 - 36	YF54301 - YF54336	2019/04/06	Goldstrike Resources Ltd.	100.00	115N08	HD03590	
R KR 57 - 76	YF54357 - YF54376	2019/04/06	Goldstrike Resources Ltd.	100.00	115N08	HD03590	
R KR 83 - 168	YF54383 - YF54468	2019/04/06	Goldstrike Resources Ltd.	100.00	115N08, 115O05	HD03590	
R KR 185 - 432	YF54485 - YF54732	2019/04/06	Goldstrike Resources Ltd.	100.00	115O05	HD03590	
R KR 435 - 586	YF54735 - YF54886	2019/04/06	Goldstrike Resources Ltd.	100.00	115O05, 115O12	HD03590	
KR 587 - 693	YF55437 - YF55543	2018/04/20	Goldstrike Resources Ltd.	100.00	115N09		
R KR 694 - 702	YF55544 - YF55552	2019/04/20	Goldstrike Resources Ltd.	100.00	115N09	HD03590	
R KR 37 - 56	YF54337 - YF54356	2019/04/06	Goldstrike Resources Ltd.	100.00	115O05, 115N08	HD03590	
R KR 77 - 82	YF54377 - YF54382	2019/04/06	Goldstrike Resources Ltd.	100.00	115O05	HD03590	
R KR 169 - 184	YF54469 - YF54484	2019/04/06	Goldstrike Resources Ltd.	100.00	115O05	HD03590	
R KR 433 - 434	YF54733 - YF54734	2019/04/06	Goldstrike Resources Ltd.	100.00	115O05	HD03590	

Criteria(s) used for search:

CLAIM DISTRICT: 1000002 CLAIM NAME: KR CLAIM STATUS: ACTIVE & PENDING REGULATION TYPE: QUARTZ

Left column indicator legend:

- R - Indicates the claim is on one or more pending renewal(s).
- P - Indicates the claim is pending.

Right column indicator legend:

- L - Indicates the Quartz Lease.
- F - Indicates Full Quartz fraction (25+ acres)
- P - Indicates Partial Quartz fraction (<25 acres)

Total claims selected : 702

- D - Indicates Placer Discovery
- C - Indicates Placer Codiscovery
- B - Indicates Placer Fraction



Claim Status Report

18 May 2018

Claim Name and Nbr.	Grant No.	Expiry Date	Registered Owner	% Owned	NTS #'s	Grouping	Permit
BE 1 - 84	YF05301 - YF05384	2021/05/25	Goldstrike Resources Ltd.	100.00	115J05, 115J12	HW07696	
BE 85 - 106	YF05385 - YF05406	2019/10/04	Goldstrike Resources Ltd.	100.00	115J05, 115J12	HW07696	
BE 107 - 112	YF05495 - YF05500	2019/10/04	Goldstrike Resources Ltd.	100.00	115J12	HW07696	

Criteria(s) used for search:

CLAIM DISTRICT: 1000004 CLAIM NAME: BE CLAIM STATUS: ACTIVE & PENDING REGULATION TYPE: QUARTZ

Left column indicator legend:

- R - Indicates the claim is on one or more pending renewal(s).
- P - Indicates the claim is pending.

Right column indicator legend:

- L - Indicates the Quartz Lease.
- F - Indicates Full Quartz fraction (25+ acres)
- P - Indicates Partial Quartz fraction (<25 acres)

Total claims selected : 112

- D - Indicates Placer Discovery
- C - Indicates Placer Codiscovery
- B - Indicates Placer Fraction

SCHEDULE "D"

INTERIM ORDER

(see attached)



NO. S-187053
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTIONS 288 AND 291
OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57
AND AMENDMENTS THERETO

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT
BETWEEN GOLDSTRIKE RESOURCES LTD.,
THE SHAREHOLDERS OF GOLDSTRIKE RESOURCES LTD. AND LUCKYSTRIKE
RESOURCES LTD.

GOLDSTRIKE RESOURCES LTD.

PETITIONER

**ORDER MADE AFTER APPLICATION
(INTERIM ORDER)**

BEFORE MASTER *Tokarek,*) MONDAY, THE 25TH DAY OF
)
) JUNE, 2018

ON THE APPLICATION of the Petitioner, Goldstrike Resources Ltd., for an Interim Order pursuant to its Petition filed on June 21, 2018

[x] without notice coming on for hearing at Vancouver, British Columbia on June 25, 2018 and on hearing Rod Talaifar and Deanna Ikari, counsel for the Petitioner, and upon reading the Petition, the Affidavit of Yilu (Lucy) Zhang sworn on June 21, 2018 and filed herein (the "**Affidavit**");

THIS COURT ORDERS THAT:

THE MEETING

1. Pursuant to Sections 288, 289, 290 and 291 of the *Business Corporations Act*, S.B.C., 2002, c.57, as amended (the "**Act**"), the Petitioner is authorized and directed to call, hold and conduct a meeting of the holders of (the "**Goldstrike Shareholders**") all of the issued and outstanding common shares, as of the Record Date (as defined below), of the Petitioner (the "**Goldstrike Shares**") comprising 190,343,723 Goldstrike Shares, to be held at 10:00 a.m. (Vancouver time) on July 26, 2018 at 1000 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia, Canada V6C 3L2, (the "**Meeting**):
 - (b) to consider and, if deemed advisable, approve, with or without variation, a resolution of the Goldstrike Shareholders (the "**Arrangement Resolution**") adopting, without or without amendment, an arrangement (the "**Arrangement**") involving the Petitioner, the Goldstrike Shareholders and Luckystrike Resources Ltd. ("**Luckystrike**"), as more particularly set forth in the arrangement agreement between the Petitioner and Luckystrike (the "**Arrangement Agreement**"), a copy of which is attached as Exhibit "A" to the Affidavit; and
 - (c) to transact such other business as may properly come before the Meeting and any and all adjournment(s) or postponement(s) thereof.
2. The Meeting shall be called, held and conducted in accordance with the Notice of Meeting to be delivered to registered Goldstrike Shareholders in substantially the form attached to and forming part of the Petitioner's management information circular (the "**Circular**"), attached as Exhibit "B" to the Affidavit and filed herein, and in accordance with the applicable provisions of the Act, the articles of the Petitioner (the "**Articles**"),

the *Securities Act* (British Columbia), R.S.B.C. 1996, c. 418, as amended (the "**Securities Act**"), and related rules and policies, the terms of this Order (the "**Interim Order**") and any further Order of this Court, and the rulings and directions of the Chair of the Meeting, and to the extent of an inconsistency or discrepancy between this Interim Order and the terms of any of the foregoing, the Interim Order shall govern.

RECORD DATE

3. The record date for determination of the registered Goldstrike Shareholders entitled to receive the Notice of Meeting, the Circular and a form of proxy (the "**Meeting Materials**") and to vote at the Meeting was the close of business (Vancouver time) on June 14, 2018 (the "**Record Date**").

NOTICE OF MEETING

4. The Meeting Materials, with such amendments or additional documents as counsel for the Petitioner may advise are necessary or desirable, and that are not inconsistent with this Interim Order, and a copy of this Interim Order and the Notice of Application for Final Order (the "**Notice of Application**"), will be sent no less than twenty-one (21) days prior to the date of the Meeting to registered Goldstrike Shareholders on the Record Date, by prepaid ordinary mail addressed to each registered Goldstrike Shareholder at his, her or its address as maintained by the registrar and transfer agent of the Petitioner or delivery of same by courier service or by facsimile or e-mail transmission to any such Goldstrike Shareholder who identifies himself, herself or itself to the satisfaction of the Petitioner and who requests such courier, facsimile or e-mail transmission; and (b) the directors and auditors of the Petitioner by prepaid ordinary mail or facsimile or e-mail transmission.

5. The accidental failure or omission by the Petitioner to give notice of the Meeting or the Notice of Application or to deliver the Meeting Materials or the Notice of Application to any one or more registered Goldstrike Shareholders, or the non-receipt of such notices or materials by one or more registered Goldstrike Shareholders, or any failure or omission to give such notice as a result of events beyond the reasonable control of the Petitioner (including, without limitation, any inability to use postal services), shall not constitute a breach of this Interim Order or defect in calling of the Meeting, and shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of the Petitioner, then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.
6. The distribution of the Meeting Materials pursuant to paragraph 4 of this Interim Order shall constitute good and sufficient notice of the Meeting for all purposes to registered and non-registered Goldstrike Shareholders, to the directors of the Petitioner and the auditors of the Petitioner.
7. The Petitioner is at liberty to give notice of this application to persons outside the jurisdiction of this Court in the manner specified herein.
8. The form of Notice of Application, in substantially the form attached as Exhibit "C" to the Affidavit, is acceptable and shall constitute compliance with Rule 8-1(4) of the *Supreme Court Civil Rules*.

AMENDMENTS

9. The Petitioner is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials ("**Additional Information**") in accordance with the terms of the

Arrangement as the Petitioner may determine to be necessary or desirable, and notice of such Additional Information may be communicated to Goldstrike Shareholders by press release, newspaper advertisement or one of the methods by which the Meeting Materials will be distributed.

DEEMED RECEIPT OF MEETING MATERIALS

10. The Meeting Materials and Notice of Application will be deemed, for the purposes of this Interim Order, to have been received:
 - (b) in the case of mailing, the day, Saturdays, Sundays and holidays excepted, following the date of mailing;
 - (c) in the case of delivery by courier, the day following delivery to the person's address; and
 - (d) in the case of delivery by facsimile transmission or email transmission, when dispatched or delivered for dispatch,whether they reside within the jurisdiction of British Columbia or another jurisdiction.
11. Subject to other provisions of this Interim Order, no other form of service or delivery of the Meeting Materials or any portion thereof need be made, or notice given, or other material served in respect of the Meeting to any persons described in paragraph 4 of this Interim Order or to any other persons.

QUORUM AND VOTING

12. The quorum required at the Meeting shall be one (1) Goldstrike Shareholder, who is entitled to vote at the Meeting in person or by proxy.

13. The requisite approval of the Arrangement Resolution will be at least 66 $\frac{2}{3}$ % of the votes cast by Goldstrike Shareholders present in person or by proxy and entitled to vote at the Meeting.
14. In all other respects, the terms, restrictions and conditions set out in the Articles will apply in respect of the Meeting.
15. The only persons entitled to attend the Meeting will be: (i) the Goldstrike Shareholders or their respective valid proxyholders as determined by the Chair of the Meeting as at the close of business (Vancouver time) on the Record Date; (ii) the Petitioner's officers, directors, auditors and advisors; and (iii) any other person admitted on the invitation of the Chair of the Meeting or with the consent of the Chair of the Meeting, and the only persons entitled to be represented and to vote at the Meeting will be the registered Goldstrike Shareholders as at the close of business (Vancouver time) on the Record Date, or their respective valid proxyholders as determined by the Chair of the Meeting.
16. The only persons permitted to vote at the Meeting will be the registered Goldstrike Shareholders as at the close of business (Vancouver time) on the Record Date and their valid proxy holders, as described in the Circular, and as determined by the Chair of the Meeting upon consultation with the Scrutineer of the Meeting and legal counsel to the Petitioner.
17. For the purposes of the Meeting, any spoiled votes, illegible votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

SCRUTINEERS

18. A representative of Computershare Trust Company of Canada (or any agent thereof) is authorized to act as a scrutineer for the Meeting or such other person as appointed by the Chair of the Meeting.

ADJOURNMENTS AND POSTPONEMENTS

19. Notwithstanding any provision of the Act or the Articles, the Board, by resolution, will be entitled, if it deems it advisable, to adjourn or postpone the Meeting on one or more occasions without the necessity of first convening the Meeting or first obtaining any vote of the Goldstrike Shareholders respecting the adjournment or postponement and without the need for approval of this Honourable Court.
20. The Record Date for Goldstrike Shareholders entitled to notice of and to vote at the Meeting will not change in respect of adjournment(s) or postponements(s) of the Meeting.

SOLICITATION OF PROXIES

21. The Petitioner is authorized to use the form of proxy in connection with the Meeting in substantially the same form contained in Exhibit "B" to the Affidavit, and the Petitioner may, in its discretion, waive generally the time limits for deposit of proxies by Goldstrike Shareholders if the Petitioner deems it reasonable to do so. The Petitioner is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine.

22. The procedure for the use of proxies at the Meeting shall be as set out in the Meeting Materials.

APPLICATION FOR FINAL ORDER

23. Unless the Board by resolution determines to abandon the Arrangement, upon the approval, with or without variation, by the Goldstrike Shareholders of the Arrangement Resolution in the manner set forth in this Interim Order, the Petitioner may apply for an Order of this Honourable Court approving the Arrangement Agreement (the "**Final Order**");

(b) Pursuant to Section 291(4)(c) of the Act, declaring that the Arrangement, including the terms and conditions thereof and the issuances, exchanges and/or adjustments of securities contemplated therein, is fair and reasonable to the Goldstrike Shareholders; and

(c) Pursuant to Section 291(4)(a) of the Act, approving the Arrangement including the terms and conditions thereof and the issuances, exchanges and/or adjustments of securities contemplated therein,

and that the Petition be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia on July 30, 2018 at 10:00 a.m., or as soon thereafter as counsel may be heard or such other date and time as this Court may direct, and that the Petitioner be at liberty to proceed with the Final Order on that date.

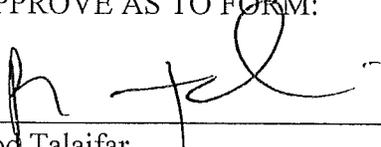
24. Any Goldstrike Shareholder, director or auditor of the Petitioner or any other interested party has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order, provided that such person shall file a

Response to Petition (the "**Response**") in the form prescribed by the *Supreme Court Civil Rules* with this Honourable Court and deliver a copy of the filed Response together with a copy of all materials on which such person intends to rely at the application for the Final Order, including an outline of such person's proposed submissions, to the solicitors for the Petitioner at Sangra Moller LLP, 1000 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2, Attention: Rod Talaifar at or before 4:00 p.m. (Vancouver time) on July 26, 2018, or as the Court may otherwise direct.

25. The only persons entitled to notice of any further proceedings herein, including any hearing to sanction and approve the Arrangement, and to appear and be heard thereon, shall be the solicitors for the Petitioner and those persons who have delivered a Response in accordance with this Interim Order.
26. Subject to other provisions in this Interim Order, no material other than that contained in the Meeting Materials need be served on any persons in respect of these proceedings and, in particular, service of the Petition herein and the accompanying Affidavit and additional affidavits as may be filed is hereby dispensed with.
27. If the application for the Final Order is adjourned, only those persons who have filed and delivered a Response in accordance with this Interim Order need to be served and provided with notice of the adjourned date and any filed materials.
28. The Petitioner shall be entitled, at any time, to apply to vary this Interim Order or for such further order or orders as may be appropriate.
29. The provisions of Rules 8-1 and 16-1 of the *Supreme Court Civil Rules* are hereby dispensed with for the purposes of any further application to be made pursuant to this Petition.

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

APPROVE AS TO FORM:



Rod Talaifar
Counsel for the Petitioner

BY THE COURT 



REGISTRAR



SCHEDULE "E"

NOTICE OF APPLICATION

(see attached)

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTIONS 288 AND 291
OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57
AND AMENDMENTS THERETO

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT
BETWEEN GOLDSTRIKE RESOURCES LTD.,
THE SHAREHOLDERS OF GOLDSTRIKE RESOURCES LTD. AND LUCKYSTRIKE
RESOURCES LTD.

GOLDSTRIKE RESOURCES LTD.

PETITIONER

NOTICE OF APPLICATION

TO: THE SHAREHOLDERS OF GOLDSTRIKE RESOURCES LTD.

TAKE NOTICE that a Petition has been filed by Goldstrike Resources Ltd. (the "**Petitioner**") in the Supreme Court of British Columbia (the "**Court**") for approval of an arrangement agreement (the "**Arrangement**") pursuant to the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57, as amended (the "**Act**"), and for a determination that the terms and conditions of the Arrangement, and the exchange of securities and other matters contemplated therein, are fair and reasonable to the shareholders of the Petitioner (collectively, the "**Goldstrike Shareholders**"), and that the Arrangement be binding upon the Petitioner and the Goldstrike Shareholders upon taking effect, will be heard at the courthouse at 800 Smithe Street, Vancouver, British Columbia V6Z 2E1 on July 30, 2018 at 10:00 a.m. (Vancouver time) or as soon thereafter as counsel may be heard (the "**Final Order**");

AND NOTICE IS FURTHER GIVEN that by an Interim Order of the Court, pronounced June 25, 2018, the Court has given directions as to the calling of a special meeting of the Goldstrike Shareholders, as of the record date, for the purpose of, *inter alia*, considering and voting upon the Arrangement and approving the Arrangement;

AND NOTICE IS FURTHER GIVEN that the Final Order approving the Arrangement as procedurally and substantively fair and reasonable to the Goldstrike Shareholders shall, if made, serve as the basis of an exemption from the registration requirement of the United States *Securities Act of 1933*, as amended, pursuant to Section 3(a)(10) thereof with respect to securities issued and exchanged under the Arrangement.

IF YOU WISH TO BE HEARD, any Goldstrike Shareholder affected by the Final Order sought may appear (either in person or by counsel) and make submissions at the hearing of the Final Application if such person has filed with the Court Registry at 800 Smithe Street, Vancouver, British Columbia, a Response to Petition (the "**Response**") in the form prescribed by the *Supreme Court Civil Rules* and delivered a copy of the filed Response, together with all material on which such person intends to rely at the hearing of the Final Order, including an outline of such person's proposed submissions, by or before 4:00 p.m. (Vancouver time) on July 26, 2018, or as the Court may otherwise direct.

The Petitioner's address for delivery is:

Sangra Moller LLP
1000 Cathedral Place
925 West Georgia Street
Vancouver, B.C. V6C 3L2
Attention: Rod Talaifar

ANY OTHER INTERESTED PARTY WHO WISHES TO BE HEARD may, with leave of the Court, appear to support or oppose the application and/or make submissions at the hearing of the application for the Final Order, subject to filing a Response and delivering a copy of the filed Response together with a copy of any additional affidavits and other materials on which the person intends to rely at the hearing for the Final Order by or before 4:00 p.m. (Vancouver time) on July 26, 2018, or as the Court may otherwise direct.

The Petitioner's address for delivery is:

Sangra Moller LLP
1000 Cathedral Place
925 West Georgia Street
Vancouver, B.C. V6C 3L2
Attention: Rod Talaifar

IF YOU WISH TO BE NOTIFIED OF ANY ADJOURNMENT OF THE FINAL APPLICATION, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing and delivering the form of "Response" as aforesaid.

AT THE HEARING OF THE FINAL APPLICATION, the Court may approve the Arrangement as presented, or may approve it subject to such terms and conditions as the Court deems fit.

IF YOU DO NOT FILE A RESPONSE and attend either in person or by counsel at the time of such hearing, the Court may approve the Arrangement as presented, or may approve it subject to such terms and conditions as the Court shall deem fit, all without any further notice to you. If the Arrangement is approved, it will significantly affect the rights of the Goldstrike Shareholders.

A copy of the said Petition and other documents in the proceeding will be furnished to any Goldstrike Shareholder upon request in writing addressed to the solicitors of the Petitioner at the address for delivery set out above.

The Petitioner estimates that the hearing will take 30 minutes.

This matter is not within the jurisdiction of a Master.

DATED at Vancouver, British Columbia, this 25th day of June, 2018.

/s/ Rod Talaifar
Signature of Rod Talaifar
Counsel for the Petitioner
Goldstrike Resources Ltd.

SCHEDULE "F"

**PRO FORMA FINANCIAL STATEMENTS OF
GOLDSTRIKE AND LUCKYSTRIKE**

(see attached)

**Goldstrike Resources Ltd.
Luckystrike Resources Ltd.
Pro Forma Financial Statements
As of March 31, 2018**

**(Expressed in Canadian Dollars)
(Unaudited – prepared by management)**

Goldstrike Resources Ltd.
Luckystrike Resources Ltd.
Pro Forma Statements of Financial Position
(Unaudited – prepared by management)
(Expressed in Canadian dollars)

	As of March 31, 2018		Pro Forma Adjustment		As of March 31, 2018	
	Goldstrike	Luckystrike	Goldstrike	Luckystrike	Goldstrike	Luckystrike
ASSETS						
Current assets						
Cash and cash equivalents	\$ 4,864,235	\$ 1	\$ (2,500,000)	\$ 2,500,000	\$ 2,364,235	\$ 2,500,001
Accounts receivable	47,803	-	-	-	47,803	-
Prepaid expenses and deposits	21,200	-	-	-	21,200	-
Investment	-	-	2,500,000	-	2,500,000	-
	4,933,238	1	-	2,500,000	4,933,238	2,500,001
Non-current assets						
Deposit	58,329	-	-	-	58,329	-
Equipment	7,916	-	-	-	7,916	-
Exploration and evaluation assets	14,122,298	-	(3,327,603)	3,327,603	10,794,695	3,327,603
Petroleum and natural gas assets	680,137	-	-	-	680,137	-
TOTAL ASSETS	\$ 19,801,918	\$ 1	\$ (3,327,603)	\$ 5,827,603	\$ 16,474,315	\$ 5,827,604
LIABILITIES						
Current liabilities						
Trade payables and accrued liabilities	\$ 243,199	\$ -	\$ -	\$ -	\$ 243,199	\$ -
	243,199	-	-	-	243,199	-
Non-Current Liabilities						
Decommissioning liability	304,069	-	-	-	304,069	-
TOTAL LIABILITIES	547,268	-	-	-	547,268	-
EQUITY						
Equity reserve	1,195,608	-	-	-	1,195,608	-
Share capital	48,537,360	1	-	5,079,423	48,537,360	5,079,424
Share-based payment reserves	18,272,397	-	-	748,180	18,272,397	748,180
Deficit	(48,750,715)	-	(3,327,603)	-	(52,078,318)	-
	-	-	-	-	-	-
TOTAL EQUITY	19,254,650	1	3,327,603	5,827,603	15,927,047	5,827,604
TOTAL LIABILITIES AND EQUITY	\$ 19,801,918	\$ 1	\$ (3,327,603)	\$ 5,827,603	\$ 16,474,315	\$ 5,827,604

1. Plan of Arrangement and Basis of Presentation

These unaudited pro forma statements of financial position have been compiled for purposes of inclusion in the Management Information Circular of Goldstrike Resources Ltd. ("Goldstrike") dated June 22, 2018.

Goldstrike intends to proceed with a reorganization which will have the result of dividing its present exploration and evaluation assets into two separate public companies. Upon implementation of the Plan of Arrangement, Luckystrike Resources Ltd. ("LSR") will hold the Spin-out Assets (the BRC, Bull's Eye, Gold Sources, Hot Spot, King's Ransom and Lucky Strike properties) (the "White Gold District Properties") and Goldstrike will continue to hold the remaining properties.

Pursuant to the proposed Arrangement Goldstrike shareholders will receive one common share of the Luckystrike for every seven common shares of Goldstrike held.

In addition, upon completion of the Arrangement, Goldstrike will invest an aggregate of \$2.5 million in the Luckystrike, by subscribing for 8,333,334 units (the "Units") of the Luckystrike at a subscription price of \$0.30 per Unit, with each Unit consisting of one share and one warrant exercisable into a share at a subscription price of \$0.60 or such other price as may be acceptable to the Luckystrike and Goldstrike for a period of three years after closing, subject to acceleration if the Company's shares trade at a price of \$1.00 or more for 10 consecutive trading days. The Arrangement also contemplates the completion of an additional non-brokered private placement of subscription receipts by Luckystrike in the amount of up to \$2.5 million, with each subscription receipt converting into Units upon closing of the Arrangement.

In addition, pursuant to the Arrangement, qualified holders of Goldstrike options and warrants will be issued new options and warrants of Luckystrike, which are exercisable to purchase shares of Luckystrike on the existing terms of the Goldstrike options and warrants with necessary adjustments for the Arrangement based on the proportionate value of the White Gold District Properties.

The unaudited pro forma statements of financial position have been derived from the unaudited consolidated statement of financial position of Goldstrike as at March 31, 2018, the statement of financial position included in the audited financial statements of Luckystrike as at March 31, 2018 and the adjustments and assumptions contained in Note 2.

Luckystrike is a newly formed company incorporated in the province of British Columbia.

The pro forma statements of financial position are prepared as if the reorganization of Goldstrike into the two separate entities, i.e. Goldstrike and Luckystrike, had occurred on March 31, 2018. A pro forma income statement has not been prepared as the properties being transferred are in the exploration stage and have no operations associated with them. In the opinion of management the pro forma financial statements contain all the necessary adjustments for a fair presentation in accordance with International Financial Reporting Standards.

These pro forma financial statements are not intended to reflect the financial position that would have occurred if the events reflected therein had been in effect at the dates indicated. Further, these pro forma financial statements are not necessarily indicative of the financial position that may be obtained in the future.

2. Pro Forma Assumption

The unaudited pro forma statements of financial position give effect to the reorganization of Goldstrike into two separate entities, as described in the Management Information Circular, as if it had occurred as at March 31, 2018 and based on the following assumptions:

- (a) Goldstrike per the Plan of Arrangement will transfer the following assets to Luckystrike:

Interest of mineral properties in White Gold District of Yukon, comprising BRC, Bull's Eye, Gold Source, Hot Spot, King's Ransom and Lucky Strike properties, which totaled at \$3,327,603 and was determined based on the carrying value in Goldstrike as at March 31, 2018.

- (b) Luckystrike will issue 27,191,960 common shares to the shareholders of Goldstrike; 3,491,935 stock options to the qualified option holders of Goldstrike; and 5,754,747 warrants to the warrant holders of Goldstrike.

The options and warrants were recorded at their estimated fair values of \$507,494 and \$240,686 respectively. The fair values were determined using the Black-Scholes option pricing model using the following assumptions: expected volatility of 68% - 138%; expected life of 0.98 years – 9.13 years; dividend yield of Nil; and a risk free rate of 1.77%.

The value of the shares recorded at \$2,579,423 which was determined based on the residual of the value recorded for the properties and the estimated fair value of the shares and options.

- (c) Luckystrike will issue 8,333,334 units to Goldstrike for cash of \$2,500,000.
- (d) The Arrangement also contemplates the completion of an additional non-brokered private placement of subscription receipts by Luckystrike in the amount of up to \$2.5 million, with each subscription receipt converting into Units upon closing of the Arrangement. There is no minimum amount to this proposed private placement and therefore no adjustment has been reflected in these pro forma financial statements.

3. Share Capital and Per Share Amounts

Share capital of Luckystrike in the unaudited consolidated pro forma financial statements is comprised of the following:

Authorized

Unlimited common shares without par value

	Share Capital	
	Number of Shares	Amount
Issued		
On Incorporation, January 10 th , 2018	1	\$ 1
Shares issued to Goldstrike shareholders upon completion of Arrangement	27,191,960	2,579,422
Shares issued to Goldstrike upon completion of private placement	8,333,334	2,500,000
Cancellation of incorporation share	(1)	-
	35,525,294	\$ 5,079,423

The share capital of Goldstrike in the unaudited consolidated pro forma financial statements is comprised of the following:

Authorized

Unlimited common shares and preferred shares without par value

Issued

190,343,723 common shares. The number of outstanding shares of Goldstrike will not change as a result of the Arrangement.

4. Income Taxes

No value has been ascribed to any acquired tax loss carry forwards obtained by Luckystrike as part of the Arrangement, as Luckystrike is an early stage company, and it is not known whether sufficient future taxable profits will be available to utilize these losses prior to expiry.

SCHEDULE "G"

**AUDITED FINANCIAL STATEMENTS OF
LUCKYSTRIKE FROM INCORPORATION TO MARCH 31, 2018**

(see attached)

Luckystrike Resources Ltd.
Financial Statements
March 31, 2018

(Expressed in Canadian Dollars)



DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Directors of Luckystrike Resources Ltd.

We have audited the accompanying financial statement of Luckystrike Resources Ltd., which comprise the statement of financial position as at March 31, 2018, changes in equity and cash flows for the period from incorporation on January 10, 2018 to March 31, 2018, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We have conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Luckystrike Resources Ltd. as at March 31, 2018, and its financial performance and its cash flows for the period from incorporation on January 10, 2018 to March 31, 2018 in accordance with International Financial Reporting Standards.

Emphasis of Matter

Without qualifying our opinion, we draw attention to Note 1 in the financial statements which describes certain conditions that indicate the existence of a material uncertainty that may cast significant doubt about Luckystrike Resources Ltd.'s ability to continue as a going concern.

DMCL

DALE MATHESON CARR-HILTON LABONTE, LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

Vancouver, Canada
June 8, 2018

An independent firm associated with
Moore Stephens International Limited
MOORE STEPHENS

Luckystrike Resources Ltd.
Statement of Financial Position
(Expressed in Canadian dollars)

	Notes	As at March 31
		2018
ASSETS		
Current assets		
Cash		\$ 1
TOTAL ASSETS		\$ 1
EQUITY		
Share capital	3	\$ 1
TOTAL EQUITY		\$ 1

Nature of operations and going concern (Note 1)

Approved on Behalf of the Board on June 8, 2018:

``Terry King``

Director

See accompanying notes to the financial statements

Luckystrike Resources Ltd.
Statement of Changes in Equity
(Expressed in Canadian dollars)

	Share capital		Total
	Number of shares	Amount	
Balance at January 10, 2018 (Inception)	-	\$ -	-
Shares issued for incorporation	1	1	1
Balance at March 31, 2018	1	\$ 1	1

See accompanying notes to the financial statements

Luckystrike Resources Ltd.
Statement of Cash Flows
(Expressed in Canadian dollars)

	Period from incorporation on January 10, 2018 to March 31, 2018	
Financing activities		
Shares issued for incorporation	\$	1
Cash flows from financing activities		1
Change in cash		1
Cash, beginning of period		-
Cash, end of period	\$	1

See accompanying notes to the financial statements

1. Nature of operations and going concern

Luckystrike Resources Ltd. (the "Company" or "Luckystrike") was incorporated under the laws of the province of British Columbia, Canada. The Company is a wholly owned private subsidiary of Goldstrike Resources Ltd. ("Goldstrike"). The registered office of the Company is located at 1010 – 1130 West Pender Street, Vancouver, B.C.

Goldstrike intends to conduct a statutory plan of arrangement (the "Arrangement") under the Business Corporations Act (British Columbia) with Luckystrike to spin off six mineral exploration properties located in White Gold District, Yukon (Note 6).

These financial statements have been prepared in accordance with accounting principles applicable to a going concern. The Company has no current source of revenues from operations. These factors indicate the existence of a material uncertainty that may cast significant doubt as to the Company's ability to continue as a going concern.

2. Significant accounting policies and basis of preparation

The financial statements were authorized for issuance on June 8, 2018 by the director of the Company.

Basis of preparation

The financial statements of the Company have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC"). The financial statements have been prepared on an accrual basis. The financial statements are presented in Canadian dollars, which is the Company's functional currency. No statement of comprehensive income has been presented as the Company had no income or expenses during the period.

The financial statements of the Company have been prepared on an accrual basis and are based on historical costs, modified where applicable. The financial statements are presented in Canadian dollars, except otherwise indicated. The financial currency is measured using the currency of the primary economic environment in which the entity operates. The functional currency of the Company is the Canadian dollar.

Financial instruments

The following is the Company's accounting policy for financial instruments under IFRS 9.

(i) Classification

The Company classifies its financial instruments in the following categories: at fair value through profit and loss ("FVTPL"), at fair value through other comprehensive income (loss) ("FVTOCI") or at amortized cost. The Company determines the classification of financial assets at initial recognition. The classification of debt instruments is driven by the Company's business model for managing the financial assets and their contractual cash flow characteristics. Equity instruments that are held for trading are classified as FVTPL. For other equity instruments, on the day of acquisition the Company can make an irrevocable election (on an instrument-by-instrument basis) to designate them as at FVTOCI. Financial liabilities are measured at amortized cost, unless they are required to be measured at FVTPL (such as instruments held for trading or derivatives) or the Company has opted to measure them at FVTPL.

The Company classifies its cash at amortized cost. The Company has no financial liabilities.

(ii) Measurement

Financial assets at FVTOCI

Elected investments in equity instruments at FVTOCI are initially recognized at fair value plus transaction costs. Subsequently they are measured at fair value, with gains and losses recognized in other comprehensive income (loss).

Financial assets and liabilities at amortized cost

Financial assets and liabilities at amortized cost are initially recognized at fair value plus or minus transaction costs, respectively, and subsequently carried at amortized cost less any impairment.

2. Significant accounting policies and basis of preparation (continued)

Financial assets and liabilities at FVTPL

Financial assets and liabilities carried at FVTPL are initially recorded at fair value and transaction costs are expensed in the statement of comprehensive loss. Realized and unrealized gains and losses arising from changes in the fair value of the financial assets and liabilities held at FVTPL are included in the statement of comprehensive loss in the period in which they arise. Where management has opted to recognize a financial liability at FVTPL, any changes associated with the Company's own credit risk will be recognized in other comprehensive income (loss).

(iii) Impairment of financial assets at amortized cost

The Company recognizes a loss allowance for expected credit losses on financial assets that are measured at amortized cost. At each reporting date, the Company measures the loss allowance for the financial asset at an amount equal to the lifetime expected credit losses if the credit risk on the financial asset has increased significantly since initial recognition. If at the reporting date, the financial asset has not increased significantly since initial recognition, the Company measures the loss allowance for the financial asset at an amount equal to the twelve month expected credit losses. The Company shall recognize in the statement of comprehensive loss, as an impairment gain or loss, the amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date to the amount that is required to be recognized.

(iv) Derecognition

Financial assets

The Company derecognizes financial assets only when the contractual rights to cash flows from the financial assets expire, or when it transfers the financial assets and substantially all of the associated risks and rewards of ownership to another entity. Gains and losses on derecognition are generally recognized in the statement of comprehensive loss. However, gains and losses on derecognition of financial assets classified as FVTOCI remain within accumulated other comprehensive income (loss).

Financial liabilities

The Company derecognizes financial liabilities only when its obligations under the financial liabilities are discharged, cancelled or expired. Generally, the difference between the carrying amount of the financial liability derecognized and the consideration paid and payable, including any non-cash assets transferred or liabilities assumed, is recognized in the statement of comprehensive loss.

Accounting standards issued but not yet effective

Accounting standards issued but not yet applied by the Company at the date of the approval of the financial statements, a number of standards and interpretations were in issue but not yet effective. The Company considers that these new standards and interpretations are either not applicable or are not expected to have a significant impact on the Company's financial statements.

3. Share capital

Authorized: Unlimited number of common shares without par value.

Issued share capital

During the period ended March 31, 2018, the Company issued 1 share at a price of \$1 per share.

4. Management of capital

The Company's objectives when managing capital are to safeguard its ability to continue as a going concern in order to pursue its operations and to maintain a flexible capital structure, which optimizes the costs of capital at an acceptable risk. The Company considers its capital for this purpose to be its shareholders' equity.

The Company's primary source of capital is through the issuance of equity. The Company manages and adjusts its capital structure when changes in economic conditions occur. To maintain or adjust the capital structure, the Company may seek additional funding. The Company may require additional capital resources to meet its administrative overhead expenses in the long term. The Company believes it will be able to raise capital as required in the long term, but recognizes there will be risks involved that may be beyond its control. There are no external restrictions on the management of capital.

5. Financial instruments and risk management

Financial risk

The Company's activities expose it to a variety of financial risks: credit risk, liquidity risk, interest rate risk, and foreign currency risk.

Risk management is carried out by the Company's management team with guidance and policies approved by the Board of Directors. The Board of Directors also provides regular guidance for overall risk management.

Credit risk

Credit risk is the risk of loss associated with a counterparty's inability to fulfil its payment obligations. As of March 31, 2018, the Company is not exposed to any credit risk.

Liquidity risk

Liquidity risk is the risk that the Company will incur difficulties meeting its financial obligations as they are due. The Company's approach to managing liquidity is to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions. As of March 31, 2018, the Company is not exposed to any liquidity risk.

6. Plan of arrangement

Pursuant to the proposed Arrangement (Note 1):

- Goldstrike shareholders will receive one common share of the Company for every seven common shares of Goldstrike held; and
- The Company will indirectly acquire Goldstrike's six 100% owned mineral exploration properties located in White Gold District, Yukon.

In addition, upon the completion of the Arrangement, Goldstrike will invest an aggregate of \$2.5 million in the Company, by subscribing for 8,333,334 units (the "Units") of the Company at a subscription price of \$0.30 per Unit, with each Unit consisting of one share and one warrant exercisable into a share at a subscription price of \$0.60 or such other price as may be acceptable to the Company and Goldstrike for a period of three years after closing, subject to acceleration if the Company's shares trade at a price of \$1.00 or more for 10 consecutive trading days. The Arrangement also contemplates the completion of an additional non-brokered private placement of subscription receipts by the Company in the amount of up to \$2.5 million, with each subscription receipt converting into Units upon closing of the Arrangement.

In addition, pursuant to the Arrangement, qualified holders of Goldstrike options and warrants will be issued options and warrants of the Company which are exercisable to purchase shares of the Company on the existing terms of the Goldstrike options and warrants with necessary adjustments for the Arrangement based on the proportionate value of the White Gold District properties.

The Arrangement remains subject to customary conditions, including, among other things, the approval by the TSX Venture Exchange, approval by an affirmative vote of 66 2/3% of shareholders of Goldstrike in attendance at a shareholders' meeting, and approval of the Supreme Court of British Columbia.