

ARRANGEMENT AGREEMENT

This Arrangement Agreement made as of the 19th day of January, 2018.

BETWEEN:

BLIND CREEK RESOURCES LTD., a corporation incorporated pursuant to the laws of the Province of British Columbia

(“**Blind Creek**”)

- and -

ENGINEER GOLD MINES LTD., a corporation incorporated pursuant to the laws of the Province of British Columbia

(“**Engineer**”)

WHEREAS Blind Creek and Engineer have agreed to proceed with a reorganization transaction by way of Plan of Arrangement whereby, among other things, Blind Creek will:

- (i) transfer the Transferred Assets (as defined herein) to Engineer; and
- (ii) will distribute the common shares of Engineer that it receives in exchange for the Transferred Assets to the shareholders of Blind Creek, by way of a reduction of the stated capital of the Blind Creek Common Shares (as defined herein);

AND WHEREAS Blind Creek proposes to have the Blind Creek Shareholders (as defined herein) consider the Arrangement on the terms set forth in the Plan of Arrangement;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, the Parties hereto do hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

“**Agreement**” means this arrangement agreement, including the Schedules, Appendices and Exhibits attached hereto, as may be supplemented or amended from time to time;

“**Arrangement**” means the arrangement under Part 9, Division 5 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with this Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order;

“**Arrangement Resolution**” means the Special Resolution of the Blind Creek Shareholders in respect of the Arrangement to be considered at the Meeting, the full text of which is attached as Appendix “A” to the Plan of Arrangement;

“**BCBCA**” means the *Business Corporations Act* (British Columbia), S.B.C 2002, c. 57, as amended, together with all rules and regulations promulgated thereunder or with respect thereto;

“**Blind Creek**” means Blind Creek Resources Ltd., a corporation incorporated pursuant to the laws of the Province of British Columbia;

“**Blind Creek Common Shares**” means the common shares of Blind Creek;

“**Blind Creek Shareholders**” means the holders of Blind Creek Common Shares at the applicable time;

“**Business Day**” means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Vancouver, British Columbia for the transaction of banking business;

“**Circular**” means the management information circular of Blind Creek to be prepared and sent to the Blind Creek Shareholders in connection with the Meeting;

“**Court**” means the Supreme Court of British Columbia;

“**Dissent Rights**” has the meaning set forth in section 5.1 of the Plan of Arrangement;

“**Effective Date**” means the date the Arrangement becomes effective as agreed to by the Parties;

“**Effective Time**” means 12:01 a.m. (Vancouver time) on the Effective Date;

“**Engineer**” means Engineer Gold Mines Ltd., a corporation incorporated pursuant to the laws of the Province of British Columbia;

“**Engineer Common Shares**” means the common shares of Engineer issued to Blind Creek pursuant to the Transfer and Assumption Agreement;

“**Engineer Gold Mine Properties**” means the mineral rights, claims, concessions, properties and other assets all as set out in greater detail in Schedule “B” hereto;

“**Final Order**” means the final order of the Court pursuant to Section 291(4) of the BCBCA, after a hearing upon, among other things, the procedural and substantial fairness of the terms and conditions of the Arrangement, in a form acceptable to Blind Creek approving the Arrangement as such order may be amended, modified, supplemented or varied by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended on appeal, and after notice and a hearing at which all Blind Creek Shareholders have the right to appear;

“**Interim Order**” means the interim order of the Court under Section 291(2) of the BCBCA containing declarations and directions with respect to the Arrangement and providing for, among other things, the calling and holding of the Meeting and the requisite majority for the approval of the Arrangement by the Blind Creek Shareholders;

“**Meeting**” means the special meeting of Blind Creek Shareholders, and any adjournment(s) or postponement(s) thereof, to be called and held in accordance with the Interim Order to consider and to vote on the Arrangement Resolution and any other matters set out in the Notice of Meeting;

“**Notice of Meeting**” means the notice of the Meeting to be sent to the Blind Creek Shareholders, which notice will accompany the Circular;

“**Parties**” means Engineer and Blind Creek and “**Party**” means any one of them;

“**Person**” or “**person**” means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;

“**Plan of Arrangement**” means the plan of arrangement in substantially the form of the plan of arrangement which is attached as Schedule “A” hereto and any amendments or variations thereto made in accordance with this Agreement, the Plan of Arrangement or upon the direction of the Court in the Final Order;

“**Registrar**” means the Registrar of Companies for the Province of British Columbia, duly appointed pursuant to Section 400 of the BCBCA;

“**Securities Act**” means the Securities Act, R.S.B.C 1996, c. 418, as amended or replaced from time to time, together with all rules and regulations promulgated thereunder or with respect thereto;

“**Special Resolution**” means a resolution passed by a majority of not less than two-thirds of the votes cast by Blind Creek Shareholders in respect of such resolution at the Meeting;

“**Transfer Agreement**” means the transfer and assumption agreement providing for, among other things, the transfer of the Transferred Assets to Engineer in exchange for the issuance by Engineer of the Engineer Common Shares;

“**Transfer Agent**” means Computershare Investor Services Inc. or such other trust company or transfer agent as may be designated by Blind Creek or Engineer, as applicable;

“**Transferred Assets**” means all of Blind Creek’s right, title and interest in the Engineer Gold Mine Properties and all related assets all as set out in greater detail in Schedule “B” hereto;

“**TSXV**” means the TSX Venture Exchange;

“**U.S. Securities Act**” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder; and

“**U.S. Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement (including the Schedules and appendices hereto) as a whole and not to any particular article, section, paragraph or other portion hereof and include any agreement, document or instrument supplementary or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, all references herein to articles, sections, paragraphs and other portions are to articles, sections, paragraphs and other portions of this Agreement.

1.3 Construction

In this Agreement, unless something in the context is inconsistent therewith:

- (a) the words “include” or “including” when following any general term or statement are not to 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 it to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (b) a reference to time or date is to the time or date in Vancouver, British Columbia, unless specifically indicated otherwise;
- (c) a word importing the masculine gender includes the feminine gender or neuter and a word importing the singular includes the plural and vice versa; and
- (d) a reference to “approval”, “authorization”, “consent”, “designation” or “notice” means written approval, authorization, consent, designation or notice unless specifically indicated otherwise.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder by either of the Parties hereto is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day at such place, unless otherwise agreed to by the Parties hereto.

1.5 Currency

All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.6 Schedules

The following Schedules and Exhibits are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

Schedule “A” – Plan of Arrangement
Appendix “A” to Schedule “A” – Arrangement Resolution

Schedule “B” – Transferred Assets

1.7 Entire Agreement

This Agreement, together with the Schedules, agreements and other documents herein or therein referred to, constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties hereto with respect to the subject matter hereof.

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement

As soon as reasonably practicable, Blind Creek shall apply to the Court pursuant to Section 291(1) of the BCBCA for an order approving the Arrangement and in connection with such application shall:

- (a) subject to:
 - (i) obtaining all necessary approvals of the Blind Creek Shareholders as contemplated in the Interim Order and as may be directed by the Court in the Interim Order; and
 - (ii) satisfying the condition precedents described in Article 5 hereof; take all steps necessary or desirable to submit the Arrangement to the Court and apply for the Final Order;
- (b) inform the Court that upon approval from the Court and consummation of the Arrangement, the Parties intend to rely on Section 3(a)(10) under the U.S. Securities Act to issue the Engineer Common Shares to Blind Creek Shareholders in the United States without registration under the U.S. Securities Act. In order to ensure the availability of such exemption, the Parties agree that the Arrangement shall be carried out on the following basis:
 - (i) the Arrangement shall be subject to the approval of the Court;
 - (ii) prior to the hearing required to approve the Arrangement, the Court will be advised as to the intention of the Parties to rely on Section 3(a)(10) under the U.S. Securities Act based on the Court's approval of the Arrangement;
 - (iii) the Court shall be required to satisfy itself as to the fairness of the Arrangement to the Blind Creek Shareholders subject to the Arrangement;
 - (iv) the Final Order shall expressly state that the Arrangement is approved by the Court as being fair to the Blind Creek Shareholders to whom securities shall be issued;
 - (v) Blind Creek shall ensure that each Blind Creek Shareholder shall be given adequate and timely 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;
 - (vi) the Blind Creek Shareholders shall be advised that the securities issued in the Arrangement have not been registered under the U.S. Securities Act and shall be issued by Blind Creek and Engineer in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act and may be subject to restrictions on resale under the securities laws of the United States, including, as applicable, Rule 144 under the U.S. Securities Act with respect to affiliates of Blind Creek and Engineer after the Effective Time or within 90 days prior to the Effective Time;
 - (vii) the Interim Order shall specify that each Blind Creek Shareholder shall have the right to appear before the Court at the hearing of the Court to give approval of the

Arrangement so long as such Blind Creek Shareholder files and delivers an appearance within a reasonable time; and

- (viii) the Final Order shall include a statement substantially to the following effect: “This Order shall 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 Engineer Gold Mines Ltd., pursuant to or in connection with the Plan of Arrangement”.

2.2 Effective Date of Arrangement

The Arrangement shall become effective on the Effective Date and the steps to be carried out pursuant to the Plan of Arrangement will become effective commencing at the Effective Time immediately after one another in the sequence set out therein or as otherwise specified in the Plan of Arrangement.

2.3 Commitment to Effect Arrangement

Subject to the satisfaction of the terms and conditions contained in this Agreement, Blind Creek and Engineer shall each use all reasonable efforts and do all things reasonably required to cause the Arrangement to become effective as soon as reasonably practicable and to cause the transactions contemplated by the Plan of Arrangement and this Agreement to be completed in accordance with their terms.

2.4 Interim and Final Order

Subject to the satisfaction of the terms and conditions contained in this Agreement, Blind Creek covenants and agrees that it will, as soon as reasonably practicable, apply to the Court for the Interim Order, such application providing for, among other things, the calling and holding of the Meeting for the purpose of, among other matters, the Blind Creek Shareholders considering and, if deemed advisable, approving the Arrangement Resolution, and that, if the approval by the Blind Creek Shareholders of the Arrangement Resolution as set forth in the Interim Order is obtained by Blind Creek, as soon as reasonably practicable thereafter Blind Creek will take the necessary steps to submit the Arrangement to the Court and apply for the Final Order, requesting an order of the Court approving the transactions contemplated herein and the procedural and substantive fairness of the terms and conditions of the exchange, after notice and a hearing upon the fairness of such terms and conditions at which all Blind Creek Shareholders have the right to appear.

2.5 Effective Date

Subject to the rights of termination contained in Article 6 hereof, upon Blind Creek obtaining the Final Order and the other conditions contained in Article 5 hereof being complied with or waived, Blind Creek and Engineer shall execute and deliver such other documents, if any, as may be required in order to effect the Arrangement and the Arrangement shall become effective on the Effective Date.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Blind Creek

Blind Creek hereby represents and warrants to Engineer as follows:

- (a) it is a corporation incorporated and subsisting under the laws of the Province of British

Columbia and has full capacity and authority to enter into this Agreement and, subject to obtaining the requisite approvals and consents contemplated hereby, to perform its obligations hereunder;

- (b) it has taken all corporate action necessary to authorize the execution and delivery, and the performance of the provisions, of this Agreement and this Agreement has been duly authorized by it;
- (c) neither the execution and delivery of this Agreement nor the performance of any of its obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its articles and by-laws; any judgment, decree, order, law, statute, rule or regulation applicable to it; or any agreement or instrument to which it is a party or by which it is bound; and
- (d) no dissolution, winding-up, bankruptcy, liquidation or similar proceedings have been commenced or are pending or proposed in respect of it.

3.2 Representations and Warranties of Engineer

Engineer hereby represents and warrants to Blind Creek as follows:

- (a) it is a corporation incorporated and subsisting under the laws of the Province of British Columbia and has full capacity and authority to enter into this Agreement and, subject to obtaining the requisite approvals and consents contemplated hereby, to perform its obligations hereunder;
- (b) it has taken all corporate action necessary to authorize the execution and delivery, and the performance of the provisions, of this Agreement and this Agreement has been duly authorized by it;
- (c) neither the execution and delivery of this Agreement nor the performance of any of its obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its articles and by-laws; any judgment, decree, order, law, statute, rule or regulation applicable to it; or any agreement or instrument to which it is a party or by which it is bound; and
- (d) no dissolution, winding-up, bankruptcy, liquidation or similar proceedings have been commenced or are pending or proposed in respect of it.

ARTICLE 4 COVENANTS

4.1 General Covenants

Each of Blind Creek and Engineer will:

- (a) use all commercially reasonable efforts and do all things reasonably required of it to cause the Arrangement to become effective as soon as reasonably practicable or on such date as Blind Creek and Engineer may determine;
- (b) perform all obligations required to be performed by it under this Agreement, and do all such acts

and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the Arrangement, and without limiting the generality of the foregoing, in a timely and expeditious manner, take all such actions and do all such things as are specified in the Plan of Arrangement and the Interim Order and Final Order to be taken or done by it;

- (c) do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement including, without limitation, complying with the requirements for obtaining an exemption from the registration requirements of the U.S. Securities Act and the U.S. Exchange Act (if necessary); and
- (d) cooperate with and assist each other in dealing with transitional matters relating to or arising from the Arrangement or this Agreement.

4.2 Covenants of Blind Creek

Blind Creek hereby covenants and agrees with Engineer as follows:

- (a) it shall apply to the Court for the Interim Order;
- (b) it shall solicit proxies to be voted at the Meeting in favour of the Arrangement Resolution and prepare, as soon as practicable, the Circular and proxy solicitation materials and any amendments or supplements thereto as required by, and in compliance with, the Interim Order, and applicable laws, and, subject to receipt of the Interim Order, convene the Meeting as ordered by the Interim Order and conduct the Meeting in accordance with the Interim Order and as otherwise required by applicable laws;
- (c) it shall in a timely and expeditious manner, file the Circular in all jurisdictions where the same is required to be filed by it and mail the same to the Blind Creek Shareholders in accordance with the Interim Order and applicable laws;
- (d) it shall ensure that the information set forth in the Circular relating to Blind Creek and its business and properties and the effect of the Plan of Arrangement thereon shall be true, correct and complete in all material respects and shall not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;
- (g) it shall prior to the Effective Date, make application to the applicable regulatory authorities for such orders under applicable securities and/or corporate laws as may be necessary or desirable in connection with the Plan of Arrangement;
- (h) it shall prior to the Effective Date, make an application to the TSXV for the listing thereon of the Engineer Common Shares;
- (i) it shall perform the obligations required to be performed by it under the Plan of Arrangement and do all such other acts and things as may be necessary or desirable and are within its power and control in order to carry out and give effect to the Plan of Arrangement, including using commercially reasonable efforts to obtain:
 - (i) the approval of Blind Creek Shareholders required for the implementation of the Plan of Arrangement;

- (ii) the approval of the Blind Creek Shareholders for the implementation of the Engineer Stock Option Plan;
 - (iii) the Interim Order and, subject to: (A) the obtaining of all required consents, orders, rulings and approvals (including, without limitation, required approvals of Blind Creek Shareholders); and (B) satisfying the condition precedents described in Section 5.2 hereof, the Final Order;
 - (iv) such other consents, orders, rulings or approvals and assurances as are necessary or desirable for the implementation of the Plan of Arrangement;
 - (v) satisfaction of the conditions precedent referred to in Sections 5.1 and 5.2 hereof; and
- (j) it shall upon issuance of the Final Order and subject to the conditions precedent in Article 5, forthwith proceed to file all necessary documents with the Registrar.

4.3 Covenants of Engineer

Engineer hereby covenants and agrees with Blind Creek as follows:

- (a) except as otherwise contemplated in this Agreement, until the Effective Date, it shall not merge into or with, or amalgamate or consolidate, or enter into any other corporate reorganization with, any other corporation or Person, perform any act or enter into any transaction or negotiation which reasonably could be expected to, directly or indirectly, interfere or be inconsistent with the completion of the Arrangement or the other transactions contemplated by this Agreement;
- (b) it shall perform the obligations required to be performed by it, and shall enter into all agreements required to be entered into by it, under this Agreement and the Plan of Arrangement and shall do all such other acts and things as may be necessary or desirable in order to carry out and give effect to the Arrangement and related transactions as described in the Circular and, without limiting the generality of the foregoing, to the extent requested by Blind Creek, it shall seek and cooperate with Blind Creek in seeking: (i) the Interim Order and the Final Order; and (ii) such other consents, orders, rulings, approvals and assurances as counsel may advise are necessary or desirable in connection with the completion of the Arrangement; and
- (c) it will use all reasonable efforts to cause each of the conditions precedent set out in sections 5.1 and 5.2 hereof to be complied with on or before the Effective Date.

ARTICLE 5 CONDITIONS

5.1 Mutual Conditions Precedent

The respective obligation of the Parties hereto to complete the transactions contemplated by this Agreement, including the Arrangement, and the obligation of each of Blind Creek and Engineer to take such other action as is necessary or desirable to give effect to the Arrangement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) the Interim Order shall have been granted in form and substance satisfactory to Blind Creek;

- (b) the Arrangement Resolution, with or without amendment, shall have been approved at the Meeting, in accordance with the Interim Order;
- (c) the Court shall have determined that the terms and conditions of the Arrangement are procedurally and substantively fair to the Blind Creek Shareholders and the Final Order shall have been granted in form and substance satisfactory to Blind Creek, and shall not have been set aside or modified in a manner unacceptable to Blind Creek, on appeal or otherwise;
- (d) any securities to be issued in the United States pursuant to the Arrangement shall be issued in accordance with and exempt from registration requirements under applicable exemptions from registration under the U.S. Securities Act;
- (e) the TSXV shall have conditionally approved the listing of the Engineer Common Shares, subject only to compliance with the usual requirements of the TSXV;
- (f) all governmental, court, regulatory, third party and other approvals, consents, expiry of waiting periods, waivers, permits, exemptions, orders and agreements and all amendments and modifications to, and terminations of, agreements, indentures and arrangements considered by Blind Creek to be necessary or desirable for the Arrangement to become effective shall have been obtained or received on terms that are satisfactory to Blind Creek, including applicable orders, rulings, no action letters and registrations pursuant to the Securities Act and the comparable securities legislation of the other applicable provinces and territories of Canada to permit the Engineer Shares to be distributed pursuant to the Plan of Arrangement;
- (g) no action will have been instituted and be continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of, or damages on account of or relating to the Arrangement and there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and no cease trading or similar order with respect to any securities of any of the Parties will have been issued and remain outstanding;
- (h) none of the consents, orders, rulings, approvals or assurances required for the implementation of the Arrangement will contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by Blind Creek;
- (i) no law, regulation or policy will have been proposed, enacted, promulgated or applied that interferes or is inconsistent with the completion of the Arrangement;
- (j) the Final Order shall have been granted in form and substance satisfactory to Blind Creek; and
- (k) this Agreement shall not have been terminated pursuant to section 6.2 hereof.

5.2 Conditions and Obligations of Each Party

The obligation of each of Blind Creek and Engineer to complete the transactions contemplated by this Agreement, including the Arrangement, is further subject to the condition, which may be waived by either of the Parties hereto without prejudice to the right of such party hereto to rely on any other condition in favour of such party hereto, that each and every one of the covenants of the other party hereto to be

performed on or before the Effective Date pursuant to the terms of this Agreement shall have been performed by such party hereto and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of the other party hereto shall be true and correct in all material respects on the Effective Date, with the same effect as if such representations and warranties had been made on the Effective Date.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Amendment

Subject to any restrictions under the BCBCA or in the Final Order, this Agreement (including the Schedule and Appendix attached hereto) may, at any time and from time to time before or after the holding of the Meeting, but not later than the Effective Date, be amended by written agreement of the Parties hereto without, subject to applicable law, further notice to, or authorization on the part of, the Blind Creek Shareholders. Without limiting the generality of the foregoing, any such amendment may:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation contained herein or in any document to be delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained or waive or modify performance of any of the obligations of the Parties; or
- (d) make such alterations in this Agreement (including the Plan of Arrangement) as the Parties may consider necessary or desirable in connection with the Interim Order or the Final Order.

6.2 Termination

This Agreement may, at any time before or after the holding of the Meeting but prior to the Effective Date, be unilaterally terminated by Blind Creek without further notice to, or action on the part of, the Blind Creek Shareholders for whatever reason Blind Creek may consider appropriate. This Agreement will terminate without any further action by the Parties if the Effective Date has not occurred on or before June 1, 2018 or such later date as Blind Creek may determine in its sole discretion.

6.3 Effect of Termination

Upon the termination of this Agreement pursuant to section 6.2 hereof, neither party hereto shall have any liability or further obligation to the other party hereto.

ARTICLE 7 MERGER AND SURVIVAL

7.1 Merger of Conditions

The conditions set out in sections 5.1 and 5.2 hereof shall be conclusively deemed to have been satisfied or waived upon the Effective Date.

7.2 Merger of Covenants

The provisions of sections 4.1, 4.2 and 4.3 hereof shall be conclusively deemed to have been satisfied in all respects upon the Effective Date.

7.3 Survival of Representations and Warranties

The representations and warranties of Blind Creek and Engineer contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 8 GENERAL

8.1 Notices

All notices to either of the Parties hereto which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally or by facsimile, in each case to the attention of the senior officer at the following address or at such other address as shall be specified by a party hereto by like notice:

if to Blind Creek or Engineer:

804 – 750 West Pender Street
Vancouver, British Columbia
V6C 2T7

Attention: Brian Fowler, President
Facsimile: (604) 685-6905

with a copy to (which shall not constitute delivery):

Farris Vaughan Wills & Murphy LLP
Suite 2500 - 700 W Georgia Street
Vancouver, British Columbia
V7Y 1B3

Attention: Denise Nawata
Facsimile: (604) 661-9349

Any notice that is delivered to such address shall be deemed to be delivered on the date of delivery if delivered on a Business Day prior to 5:00 p.m. (local time at the place of receipt) or on the next Business Day if delivered after 5:00 p.m. or on a non-Business Day. Any notice delivered by facsimile transmission shall be deemed to be delivered on the date of transmission if delivered on a Business Day prior to 5:00 p.m. (local time at the place of receipt) or on the next Business Day if delivered after 5:00 p.m. or on a non-Business Day.

8.2 Time of the Essence

Time shall be of the essence of this Agreement.

8.3 Assignment

Neither of the Parties hereto may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other.

8.4 Binding Effect

This Agreement and the Plan of Arrangement shall be binding upon and shall enure to the benefit of each of the Parties hereto and the respective successors and permitted assigns thereof.

8.5 Waiver

Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the party hereto granting such waiver or release.

8.6 Further Assurances

Each party hereto shall, from time to time, and at all times hereafter, at the request of the other, but without further consideration, do, or cause to be done, all such other acts, and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as may be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, the Arrangement.

8.7 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia.

8.8 Expenses

All expenses incurred in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby shall be borne by Blind Creek.

8.9 Counterparts

This Agreement may be executed in one or more counterparts, by original, facsimile or pdf signature, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

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

BLIND CREEK RESOURCES LTD.

Per: “*Brian Fowler*”
Name: Brian Fowler
Title: President

ENGINEER GOLD MINES LTD.

Per: “*Brian Fowler*”
Name: Brian Fowler
Title: President and Director

SCHEDULE “A”

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

“**Arrangement**” means the arrangement under Part 9, Division 5 of the BCBCA on the terms and subject to the conditions set out in the Arrangement Agreement and this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with this Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order;

“**Arrangement Agreement**” means the arrangement agreement dated as of January 19, 2018 between Blind Creek and Engineer, including the Schedules, Appendices and Exhibits attached hereto, as may be supplemented or amended from time to time, of which this Plan of Arrangement is Schedule “A”;

“**Arrangement Resolution**” means the Special Resolution of the Blind Creek Shareholders in respect of the Arrangement to be considered at the Meeting, the full text of which is attached as Appendix “A” hereto;

“**BCBCA**” means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57, as amended, together with all rules and regulations promulgated thereunder or with respect thereto;

“**Blind Creek**” means Blind Creek Resources Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia;

“**Blind Creek Common Shares**” means the common shares in the capital of Blind Creek;

“**Blind Creek Shareholders**” means the holders of Blind Creek Common Shares at the applicable time;

“**Board of Directors**” means the duly appointed board of directors of the applicable company;

“**Business Day**” means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Toronto, Ontario or Vancouver, British Columbia for the transaction of banking business;

“**Circular**” means the management information circular of Blind Creek to be prepared and sent to the Blind Creek Shareholders in connection with the Meeting;

“**Court**” means the Supreme Court of British Columbia;

“**Dissent Rights**” has the meaning set forth in section 5.1 hereto;

“Dissenting Shareholder” means a Blind Creek Shareholder who has duly exercised the Dissent Rights;

“Dissent Shares” means Blind Creek Common Shares held by a Dissenting Shareholder who has demanded and perfected Dissent Rights in respect of the Blind Creek Common Shares in accordance with the Interim Order and who, as of the Effective Time, has not effectively withdrawn or lost such Dissent Rights;

“Effective Date” means the date the Arrangement becomes effective as agreed to by the Parties;

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

“Encumbrances” means any mortgage, charge, pledge, lien, hypothec, prior claim, assignment for security interest, guarantee, right of third parties or other charge, encumbrance, or any collateral securing the payment obligation of any person, as well as any other agreement or arrangement with any similar effect whatsoever;

“Engineer” means Engineer Gold Mines Ltd., a corporation incorporated pursuant to the laws of the Province of British Columbia

“Engineer Common Shares” means the common shares of Engineer;

“Engineer Distribution Shares” has the meaning set forth in section 2.1(b) hereto;

“Engineer Gold Mine Properties” means the mineral rights, claims, concessions, properties and other assets all as set out in greater detail in Schedule “B” of the Arrangement Agreement;

“Engineer Incorporation Share” means the one Engineer Common Share held by Blind Creek that was issued to Blind Creek on the incorporation of Engineer;

“Final Order” means the final order of the Court pursuant to Section 291(4) of the BCBCA, after a hearing upon, among other things, the procedural and substantial fairness of the terms and conditions of the Arrangement, in a form acceptable to Blind Creek approving the Arrangement as such order may be amended, modified, supplemented or varied by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended on appeal, and after notice and a hearing at which all Blind Creek Shareholders have the right to appear;

“Interim Order” means the interim order of the Court under Section 291(2) of the BCBCA containing declarations and directions with respect to the Arrangement and providing for, among other things, the calling and holding of the Meeting and the requisite majority for the approval of the Arrangement by the Blind Creek Shareholders;

“Meeting” means the special meeting of Blind Creek Shareholders and any adjournment(s) or postponement(s) thereof, to be called and held in accordance with the Interim Order to consider and to vote on the Arrangement Resolution and any other matters set out in the Notice of Meeting;

“Notice of Meeting” means the notice of the Meeting to be sent to the Blind Creek Shareholders, which notice will accompany the Circular;

“Parties” means Engineer and Blind Creek and **“Party”** means any one of them;

“Person” or **“person”** means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor,

administrator or other legal representative and the Crown or any agency or instrumentality thereof;

“**Plan of Arrangement**” means this plan of arrangement and any amendments or variations thereto made in accordance with the Arrangement Agreement, this Plan of Arrangement or upon the direction of the Court in the Final Order with the consent of Blind Creek;

“**Securities Act**” means the Securities Act, R.S.B.C 1996, c. 418, as amended or replaced from time to time, together with all rules and regulations promulgated thereunder or with respect thereto;

“**Special Resolution**” means a resolution passed by a majority of not less than two-thirds of the votes cast by Blind Creek Shareholders in respect of such resolution at the Meeting;

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations made thereunder, as promulgated or amended from time to time;

“**Transfer Agreement**” means the transfer agreement providing for, among other things, the transfer of the Transferred Assets to Engineer in exchange for the issuance by Engineer of the Engineer Distribution Shares;

“**Transferred Assets**” means all of Blind Creek’s right, title and interest in the Engineer Gold Mine Properties and all related assets as set out in greater detail in Schedule “B” of the Arrangement Agreement;

“**Transfer Agent**” means Computershare Investor Services Inc. or such other trust company or transfer agent as may be designated by Blind Creek; and

“**TSXV**” means the TSX Venture Exchange.

In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Sections and Headings

The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.

1.3 Number, Gender and Persons

In this Plan of Arrangement, unless otherwise expressly stated or the context otherwise requires, words importing the singular number shall include the plural and vice versa, and words importing gender shall include all genders.

1.4 Statutory References

Any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.5 Currency

Unless otherwise stated all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

1.6 Business Day

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

1.7 Governing Law

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

1.8 Binding Effect

This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on: Blind Creek and all registered and beneficial Blind Creek Shareholders and all Dissenting Shareholders. This Plan of Arrangement may be withdrawn prior to the occurrence of any of the events in Section 2.1 in accordance with the terms of the Arrangement Agreement.

ARTICLE 2 ARRANGEMENT

2.1 Arrangement

Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following sequence or as otherwise provided below or herein, without any further act or formality:

- (a) Each Blind Creek Common Share in respect of which a Blind Creek Shareholder has exercised Dissent Rights shall be, and shall be deemed to be, transferred to Blind Creek free and clear of any Encumbrances for cancellation without any further act or formality and
 - (i) such Dissenting Shareholders shall cease to be the holders of such Blind Creek Common Shares, and to have any rights as holders of Blind Creek Common Shares, other than the right to be paid fair value for such Blind Creek Common Shares as set out in Article 5 hereof;
 - (ii) such Dissenting Shareholders' names shall be removed as the holders of such Blind Creek Common Shares from the register of Blind Creek Common Shares maintained by or on behalf of Blind Creek; and
 - (iii) Blind Creek shall be deemed to be the transferee and legal and beneficial holder of such Blind Creek Common Share (free and clear of all Encumbrances) shall be entered as the registered holder of such Blind Creek Common Share in the register of Blind Creek Common Shares maintained by or on behalf of Blind Creek;

- (b) Blind Creek will transfer the Transferred Assets to Engineer in accordance with the Transfer Agreement in consideration for that number of Engineer Common Shares (the “**Engineer Distribution Shares**”) as is equal to one half of the number of Blind Creek Common Shares issued and outstanding immediately prior to the Effective Time on such record date as determined by Blind Creek less the number of Blind Creek Common Shares transferred to Blind Creek pursuant to Section 2.1(a) above, and Blind Creek shall be added to the register of Engineer Common Shares maintained by or on behalf of Engineer, and in connection therewith, in accordance with the BCBCA, Engineer shall add to the stated capital account maintained by Engineer for the Engineer Common Shares an amount that shall equal the fair market value of the Engineer Distribution Shares issued to Blind Creek;
- (c) Blind Creek will be deemed to have reduced the stated capital of the Blind Creek Common Shares with the same effect as if reduced pursuant to Section 74 of the BCBCA, by an amount equal to the fair market value of the Engineer Distribution Shares, and Blind Creek will be deemed to have effected the reduction of capital of the Blind Creek Common Shares by being deemed to have paid and distributed the Engineer Distribution Shares to the Blind Creek Shareholders, other than the Dissenting Shareholders, on the basis of one Engineer Distribution Share for every two Blind Creek Common Shares held immediately prior to the Effective Time as a return of capital distribution in-kind; provided that the aggregate reduction in the stated capital for the Blind Creek Common Shares shall not exceed the aggregate paid-up capital (as that term is used for the purposes of the Tax Act) of the Blind Creek Common Shares immediately prior to the Effective Time;
- (d) the Engineer Distribution Shares will be distributed to the holders of Blind Creek Common Shares (other than a Dissenting Shareholder) pursuant to section 2.1(c) above and the names of the Blind Creek Shareholders shall be added to (and Blind Creek removed from) the register of Engineer Common Shares maintained by or on behalf of Engineer;
- (e) the Engineer Incorporation Share issued to Blind Creek on incorporation shall be cancelled for no consideration and as a result thereof:
 - (i) Blind Creek shall cease to be, and shall be deemed to have ceased to be, the holder of the Engineer Incorporation Share and to have any rights as a holder of the Engineer Incorporation Share; and
 - (ii) Blind Creek shall be removed as the holder of the Engineer Incorporation Share from the register of Engineer Common Shares maintained by or on behalf of Engineer.

ARTICLE 3 CERTIFICATES AND FRACTIONAL SHARES

3.1 Delivery of Securities

As soon as practicable following the Effective Date, Engineer will forward or cause to be forwarded by the Transfer Agent or otherwise, by registered mail (postage prepaid) or hand delivery to Blind Creek Shareholders as of the Effective Date at the address specified in the register of Blind Creek Shareholders,

certificates representing the number of Engineer Distribution Shares to be delivered to such Blind Creek Shareholders under the Arrangement.

3.2 Withholding Rights

Blind Creek and the Transfer Agent shall be entitled to deduct and withhold from any amount otherwise payable to any Blind Creek Shareholder such amounts as Blind Creek or the Transfer Agent is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any applicable federal, provincial, state, local or foreign tax law or treaty, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Blind Creek Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

3.3 No Fractional Shares

No fractional Engineer Distribution Shares will be issued. In the event that a Blind Creek Shareholder would otherwise be entitled to a fractional Engineer Distribution Share hereunder, the number of Engineer Distribution Shares issued to such Blind Creek Shareholder shall, without any additional compensation, be rounded down to the next lesser whole number of Engineer Distribution Shares. In calculating such fractional interests, all Blind Creek Common Shares registered in the name of or beneficially held by such Blind Creek Shareholder or their nominee shall be aggregated.

3.4 No Encumbrances

Any distribution of securities pursuant to this Plan of Arrangement shall be free and clear of any Encumbrances.

3.5 Paramountcy

From and after the Effective Time (i) this Plan of Arrangement shall take precedence and priority over any and all Blind Creek Common Shares issued prior to the Effective Time; (ii) the rights and obligations of the registered holders of Blind Creek Common Shares and Blind Creek, Engineer, the Transfer Agent and or other depository therefor in relation thereto, shall be solely as provided for 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 Blind Creek Common Shares shall be deemed to have been settled, compromised, released and determined without liability to Blind Creek or Engineer except as set forth herein.

ARTICLE 4 AMENDMENTS

4.1 Right to Amend

Blind Creek reserves the right to amend, modify or supplement (or do all of the foregoing) this Plan of Arrangement from time to time and at any time prior to the Effective Date provided that any such amendment, modification and/or supplement must be contained in a written document that is:

- (a) filed with the Court and, if made following the Meeting, approved by the Court; and
- (b) communicated to Blind Creek Shareholders in the manner required by the Court (if so

required).

4.2 Amendment Before the Meeting

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

4.3 Amendment After the Meeting

Any amendment, modification or supplement to this Plan of Arrangement which is approved by the Court following the Meeting shall be effective only:

- (a) if it is consented to by Blind Creek; and
- (b) if required by the Court or applicable law, it is consented to by the Blind Creek Shareholders voting in the manner directed by the Court.

4.4 Amendment After the Effective Date

Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Blind Creek, provided that it concerns a matter which, in the reasonable opinion of Blind Creek, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interest of any holder of Blind Creek Common Shares or Engineer Common Shares.

ARTICLE 5 RIGHTS OF DISSENT

5.1 Rights of Dissent

Pursuant to the Interim Order, registered holders of Blind Creek Common Shares may exercise rights of dissent (the “**Dissent Rights**”) under section 238 of the BCBCA, and in the manner as set forth under sections 242 to 247 of the BCBCA, all as modified by this Article 5, the Interim Order and the Final Order, with respect to Blind Creek Common Shares in connection with the Arrangement, provided that the written notice setting forth the objection of such registered Blind Creek Shareholders to the Arrangement and exercise of Dissent Rights must be received by Blind Creek not later than 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days before the Meeting or any date to which the Meeting may be postponed or adjourned and provided further that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Dissent Shares, which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be determined immediately prior to the approval of the Arrangement Resolution, shall be deemed to have transferred their Dissent Shares to Blind Creek as of the Effective Time in consideration for a debt claim against Blind Creek to be paid the fair value of such Dissent Shares and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights; and

- (b) are ultimately not entitled, for any reason, to be paid fair value for their Blind Creek Common Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Blind Creek Common Shares.

5.2 Recognition of Dissenting Shareholders

In no circumstances shall Blind Creek or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of those Blind Creek Common Shares in respect of which such rights are sought to be exercised. From and after the Effective Date, neither Blind Creek nor any other Person shall be required to recognize a Dissenting Shareholder as a shareholder of Blind Creek and the names of the Dissenting Shareholders shall be deleted from the register of holders of Blind Creek Common Shares previously maintained or caused to be maintained by Blind Creek.

5.3 General Dissent Rights

For greater certainty, in addition to any other restrictions in the BCBCA, no Blind Creek Shareholders who vote in favour of the Arrangement Resolution shall be entitled to exercise Dissent Rights.

5.4 Deduction against Stated Capital Account

The aggregate of all amounts paid to Blind Creek Shareholders by Blind Creek in respect of the Blind Creek Common Shares for which Dissent Rights are exercised in accordance with Article 5 hereof shall be deducted from the stated capital account maintained by Blind Creek for the Blind Creek Common Shares.

ARTICLE 6 FURTHER ASSURANCES

6.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur at the time and in the manner set out in this Plan of Arrangement without any further act or formality, Blind Creek and Engineer shall make, do and execute, or cause to be made, done or executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

ARTICLE 7 TERMINATION

7.1 Termination

Notwithstanding any prior approvals by the Court or by the Blind Creek Shareholders, the Board of Directors of Blind Creek may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution adopted at the Meeting without further approval of the Court or the Blind Creek Shareholders.

7.4 Automatic Termination

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

**APPENDIX “A”
ARRANGEMENT RESOLUTION**

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE BLIND CREEK SHAREHOLDERS THAT:

1. The arrangement (the “**Arrangement**”) under section 288 of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) involving Blind Creek Resources Ltd., a corporation incorporated pursuant to the laws of the Province of British Columbia (“**Blind Creek**”), its shareholders and Engineer Gold Mines Ltd., a corporation incorporated pursuant to the laws of the Province of British Columbia (“**Engineer**”), all as more particularly described and set forth in the management information circular (the “**Circular**”) of Blind Creek dated ●, 2018 accompanying the notice of meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
2. The plan of arrangement (the “**Plan of Arrangement**”), implementing the Arrangement, the full text of which is appended to the Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
3. The arrangement agreement (the “**Arrangement Agreement**”) between Blind Creek and Engineer dated January 19, 2018 and all the transactions contemplated therein, the actions of the directors of Blind Creek in approving the Arrangement and the actions of the directors and officers of Blind Creek in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.
4. Notwithstanding that this resolution has been passed (and the Arrangement approved and agreed to) by the shareholders of Blind Creek or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Blind Creek are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Blind Creek:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement at any time prior to the Effective Time (as defined in the Arrangement Agreement).
5. Any one director or officer of Blind Creek is hereby authorized and directed, for and on behalf and in the name of Blind Creek, to execute and deliver, whether under the corporate seal of Blind Creek or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents 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 Blind Creek, 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 Blind Creek;

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.

**SCHEDULE “B”
TRANSFERRED ASSETS**

The Transferred Assets consist of:

- a) all right, title, benefit and interest in six (6) Crown granted mineral claims and three (3) mineral claims originally purchased by Blind Creek from BCGold Corp., pursuant to a letter agreement dated February 22, 2017 between Blind Creek and BCGold Corp., as follows, together with all property and assets in respect of or related to such claims:

Crown granted mineral claims

Crown Grants	Claim Name	Area (Hectares)	Annual work due	Annual fees due	Record date	Map sheet
19	Engineer #1	19.830	None	\$309.91	1912/Nov/28	104M049
20	North Partnership #2	18.454	None	\$304.58	1912/Mar/28	104M049
106	North Partnership #3	13.597	None	\$289.26	1911/Sep/07	104M049
209	North Partnership #4	5.900	None	\$244.59	1913/Sep/18	104M049
918	North Partnership #1	18.397	None	\$475.88	1910/Feb/17	104M049
4659	Bob Fr	0.813	None	-	1929/Jan/10	104M049

Mine mineral claims

Title Number	Claim Name	Owner	Title Type	Located	Map Number	Issue Date	Good To Date	Area (ha)
926639	ERIK 3	203166 (100%)	Mineral Claim	MTO Cell	104M	2011/OCT/31	2020/DEC/06	16.43
873849	ERIK 2	203166 (100%)	Mineral Claim	MTO Cell	104M	2011/JUL/29	2021/MAR/06	82.20
538598	ERIK	203166 (100%)	Mineral Claim	MTO Cell	104M	2006/AUG/03	2020/AUG/03	131.55

- b) all right, title, benefit and interest in and to five (5) mineral claims as follows (the “**Gold Hill Property**”) and all property and assets in respect of or related to the Gold Hill Property:

Title Number	Claim Name	Owner	Title Type	Located	Map Number	Issue Date	Good To Date	Area (ha)	Royalty
503610		203166 (100%)	Mineral Claim	MTO Cell	104M	2005/JAN/15	2020/NOV/17	575.42	G
503612		203166 (100%)	Mineral Claim	MTO Cell	104M	2005/JAN/15	2020/NOV/17	361.50	G
503613	LOL	203166 (100%)	Mineral Claim	MTO Cell	104M	2005/JAN/15	2020/NOV/17	361.86	G
507528		203166 (100%)	Mineral Claim	MTO Cell	104M	2005/FEB/19	2020/NOV/17	558.45	G
512193	GLINT	203166 (100%)	Mineral Claim	MTO Cell	104M	2005/MAY/06	2020/NOV/17	246.71	G

- c) the Transferred Assets are subject to the retention by Guardsmen Resources Inc. (“**Guardsmen**”) of a 2.5% smelter return royalty on the mineral claims on the Gold Hill Property, 2% of which can be purchased by Blind Creek, pursuant to an option agreement dated September 30, 2010 between Guardsmen and BCGold Corp.; and
- d) all right, title, benefit and interest in and to the following mineral claims together with all property and assets in respect of or related to such claims:

Title Number	Claim Name	Owner	Title Type	Located	Map Number	Issue Date	Good To Date	Area (ha)	Royalty
411090	HOPE 2	203166 (100%)	Legacy Mineral Claim	2 Post Claim	104M049	2004/JUN/04	2018/DEC/01	25.00	
411091	HOPE 3	203166 (100%)	Legacy Mineral Claim	2 Post Claim	104M049	2004/JUN/04	2018/DEC/01	25.00	
411092	HOPE 4	203166 (100%)	Legacy Mineral Claim	2 Post Claim	104M049	2004/JUN/04	2018/DEC/01	25.00	
411093	HOPE 7	203166 (100%)	Legacy Mineral Claim	2 Post Claim	104M049	2004/JUN/04	2018/DEC/01	25.00	
411094	HOPE 1	203166 (100%)	Legacy Mineral Claim	4 Post Claim	104M049	2004/JUN/04	2018/DEC/01	450.00	
521228	HOPE 7	203166 (100%)	Mineral Claim	MTO Cell	104M	2005/OCT/14	2018/DEC/01	345.28	
525258	WHINE	203166 (100%)	Mineral Claim	MTO Cell	104M	2006/JAN/13	2018/DEC/01	115.22	
525419	TAGISH #1	203166 (100%)	Mineral Claim	MTO Cell	104M	2006/JAN/14	2018/DEC/01	197.40	
525536	TAGISH # 3	203166 (100%)	Mineral Claim	MTO Cell	104M	2006/JAN/15	2018/DEC/01	16.45	
822762	BROWNLEE 1	203166 (100%)	Mineral Claim	MTO Cell	104M	2010/JUL/21	2020/APR/30	32.74	
822802	BROWNLEE 2	203166 (100%)	Mineral Claim	MTO Cell	104M	2010/JUL/21	2020/APR/30	16.37	
503984	ENG	203166 (100%)	Mineral Claim	MTO Cell	104M	2005/JAN/17	2018/DEC/01	16.44	
1046382	NORTH WANN	203166 (100%)	Mineral Claim	MTO Cell	104M	2016/SEP/01	2018/DEC/01	65.82	
1046447	WANN	203166 (100%)	Mineral Claim	MTO Cell	104M	2016/SEP/03	2018/DEC/01	49.37	
1050835	WANN RIVER#1	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/18	2018/DEC/01	411.51	
1050842	WANN RIVER#2	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/18	2018/DEC/01	312.97	

1050846	WANN RIVER#3	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/18	2018/DEC/01	65.81
1050947	WANN RIVER #4	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/24	2018/DEC/01	263.28
1050948	WANN RIVER#5	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/24	2018/DEC/01	164.57
1050958	HOPE 8	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/24	2018/DEC/01	32.86
1050996	ENGINEER LAKES#1	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/27	2018/DEC/01	410.50
1050997	ENGINEER LAKES#2	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/27	2018/DEC/01	410.57
1050998	BEE PEAK #1	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/27	2018/DEC/01	410.86
1050999	WANN RIVER#6	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/27	2018/DEC/01	395.43
1051000	WANN RIVER#7	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/27	2018/DEC/01	329.66
1051013	WANN RIVER#8	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/28	2018/DEC/01	427.92
1051049	ENGINEER EAST#1	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/30	2018/DEC/01	394.54
1051050	ENGINEER EAST#2	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/30	2018/DEC/01	410.87
1051051	ENGINEER EAST#3	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/30	2018/DEC/01	410.75
1051052	ENGINEER SOUTHEAST#1	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/30	2018/DEC/01	411.65
1051101	ENGINEER EAST#2	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/31	2018/DEC/01	395.13
1051102	ENGINEER SOUTHEAST #3	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/31	2018/DEC/01	197.48
1051103	ENGINEER EAST#4	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/31	2018/DEC/01	427.48
1051104	ENGINEER SOUTHEAST#4	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/31	2018/DEC/01	395.30
1051105	WANN RIVER #9	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/MAR/31	2018/DEC/01	411.63
1051108	ENGINEER SOUTHEAST#5	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/APR/01	2018/DEC/01	214.15
1051109	WANN RIVER#10	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/APR/01	2018/DEC/01	411.88
1051110	WANN RIVER #11	203166 (100%)	Mineral Claim	MTO Cell	104M	2017/APR/01	2018/DEC/01	428.35
1051575	GOLDEN BEE	203166	Mineral Claim	MTO Cell	104M	2017/APR/24	2018/DEC/01	147.736

(100%)

12,032.12

- e) the mining claims, easements and rights of way related to the Transferred Assets, and any other right, title, benefit, and interest acquired pursuant to: (i) the option agreement dated on or about January 16, 2007 between BCGold Corp. and Engineer Mining Corp. (“**EMC**”), as subsequently amended; (ii) the letter of intent dated on or about September 20, 2012 between BCGold Corp. and EMC; and (iii) the option agreement dated on or about September 30, 2010 between BCGold Corp. and Guardsmen, as subsequently amended;
- f) all personal property and chattels, including, but not limited to, any fixtures, equipment, machinery, parts, and tools located at the Transferred Assets;
- g) all leases of premises comprising the Transferred Assets, or part thereof;
- h) a \$50,000 replacement reclamation bond with the Ministry of Energy, Mines and Petroleum Resources obtained to replace the bond for permit MX-1-767;
- i) the benefit of all permits, licences, approvals and authorizations which have been obtained or in respect of which an application has been made and which are required to carry out mining related activities at the Transferred Assets;
- j) all documents and records related to the Transferred Assets (whether or not recorded electronically), including, but not limited to, all technical information and data, maps, reports, surveys, drill core samples and assays; and
- k) all contractual rights, which include rights to claim under any insurance relating to the Transferred Assets.