

GOLDTRAIN RESOURCES INC.

MANAGEMENT INFORMATION CIRCULAR

for the

ANNUAL AND SPECIAL MEETING OF THE SHAREHOLDERS

to be held on August 21, 2018

July 18, 2018

**GOLDTRAIN RESOURCES INC.
MANAGEMENT INFORMATION CIRCULAR**

As of July 18, 2018

INFORMATION CONTAINED IN THIS CIRCULAR

The information contained in this Management Information Circular is given as at July 18, 2018 except where otherwise noted and except that information in documents incorporated by reference is given as of the dates noted therein.

No person has been authorized to give any information or to make any representation in connection with the transactions discussed herein other than the information and representation contained in this Management Information Circular and, if any other information or representation is given or made, any such information or representation should be considered not to have been authorized by GoldTrain Resources Inc. (“**GoldTrain**”).

This Management Information Circular does not constitute an offer to sell, or a solicitation of an offer to acquire, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation.

The holders of outstanding securities of GoldTrain should not construe the contents of this Management Information Circular as legal, tax or financial advice and should consult with their own professional advisors as to the relevant legal, tax, financial or other matters in connection herewith.

Certain information pertaining to Idaho Champion Gold Mines Ltd. (“Idaho Champion”) including, but not limited to, information pertaining to Idaho Champion under “*Disclosure relating to Idaho Champion Gold Mines Ltd.*” and “*Disclosure relating to New Idaho Champion (Post-Amalgamation)*”, technical information relating to Idaho Champion’s mineral properties, financial statements and forward-looking statements made by Idaho Champion that is included or incorporated by reference herein has been provided by Idaho Champion. Although GoldTrain does not have any knowledge that would indicate that any such information is untrue or incomplete, GoldTrain assumes no responsibility for the accuracy or completeness of such information, nor for the failure by such other persons to disclose events which may have occurred or which may affect the completeness or accuracy of such information but which is unknown to GoldTrain.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Management Information Circular and the documents incorporated by reference herein contain forward-looking statements and forward-looking information within the meaning of Canadian securities legislation and the U.S. *Private Securities Litigation Reform Act of 1995* (collectively, the “**forward-looking statements**”) concerning anticipated developments in operations, including the timing and effect of the Amalgamation between Idaho Champion and Subco (a wholly-owned subsidiary of GoldTrain), the Amalgamation, the future price of metals, the estimation of mineral resources, success of exploration activities, currency fluctuations, requirements for additional capital, government regulation of mining exploration and operations,

environmental risks, unanticipated reclamation expenses, title disputes or claims, planned exploration activities and planned future acquisitions, the adequacy of financial resources and other events or conditions that may occur in the future. Any statements that involve predictions, expectations, beliefs, plans, projections, objectives, assumptions or that refer to future events or performance (often but not always using phrases such as “pro-forma”, “expects” or “does not expect”, “is expected” anticipates” or “does not anticipate”, “plans”, “estimates” or “intends”, or stating that certain actions, events or results “may”, “could”, “might” or “will” be taken to occur or be achieved) are not statements of historical fact and may be forward-looking statements and are intended to identify forward-looking statements, which include statements relating to, among other things, the ability of GoldTrain to continue to successfully compete in the market following the Amalgamation.

These forward-looking statements are based on the beliefs of GoldTrain, as well as on assumptions which the management of GoldTrain believe to be reasonable, based on information currently available at the time such statements were made. Such assumptions and factors include the approval of the proposed statutory amalgamation between Idaho Champion and Subco involving, among other things, the distribution of shares of GoldTrain to shareholders of Idaho Champion, and the receipt of required shareholder, governmental and regulatory approvals. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Idaho Champion Gold Mines Canada Inc. (the proposed successor name of GoldTrain) after the Amalgamation to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

This list is not exhaustive of the factors that may affect any of the forward-looking statements of GoldTrain or Idaho Champion. Forward-looking statements are statements about the future and are inherently uncertain. Actual results could differ materially from those projected in the forward-looking statements as a result of the matters set out or incorporated by reference in this Management Information Circular generally and certain economic and business factors, some of which may be beyond the control of GoldTrain or Idaho Champion. In addition, recent unprecedented events in the world economy and global financial and credit markets have resulted in high market and commodity volatility and a contraction in debt and equity markets, which could have a particularly significant, detrimental and unpredictable effect on forward-looking statements. Some of the important risks and uncertainties that could affect forward-looking statements are described further in the documents incorporated by reference herein. GoldTrain does not intend, and does not assume any obligation, to update any forward-looking statements, other than as required by applicable law. For all of these reasons, securityholders should not place undue reliance on forward-looking statements.

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Management’s Discussion & Analysis for the quarter ended March 31, 2018

D– FINANCIAL STATEMENTS OF IDAHO CHAMPION:

Audited Annual Consolidated Financial Statements for the year ended December 31, 2017 and period
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Management’s Discussion & Analysis for the year ended December 31, 2017

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GLOSSARY OF TERMS

The following is a glossary of terms used frequently throughout this Management Information Circular:

“**Acquisition Proposal**” means any merger, amalgamation, arrangement, business combination, recapitalization, take-over bid, sale of material assets, material sale of treasury shares or rights or interests therein or thereto (other than the GoldTrain Concurrent Financing) or similar transactions involving GoldTrain, or a proposal to do so, excluding the transactions contemplated under the Amalgamation Agreement;

“**Additional Cash Loans**” means the additional cash loans that GoldTrain may borrow, from time to time, of up to \$76,330 which will be converted into up to 954,125 GoldTrain Shares at \$0.08 per share prior to the Proposed Consolidation;

“**Amalco**” or “**Amalgamated Company**” means the corporation resulting from the amalgamation of Subco and Idaho Champion pursuant to the Amalgamation Agreement;

“**Amalgamation**” means the amalgamation of Idaho Champion and Subco to continue as one corporation under the laws of Ontario pursuant to the Amalgamation Agreement;

“**Amalgamation Agreement**” means the amalgamation agreement dated as of July 16, 2018 made among GoldTrain, Idaho Champion and Subco providing for the Amalgamation, as the same may be amended, supplemented and/or restated from time to time, in accordance with its terms, a copy of which is attached hereto as Appendix “H”;

“**Baner Project**” has the meaning ascribed thereto in Part Five under “*Disclosure Relating to Idaho Champion Gold Mines Ltd. – The Baner Project*”;

“**Baner Project Technical Report**” means the “*NI43-101 Technical Report on the Baner Project for Idaho County, Idaho, USA for Idaho Champion Gold Mines, LLC*” dated December 6, 2017 with an effective date of November 27, 2017 prepared by Darren W. Lindsay, B.Sc. (hons.), P.Geol;

“**Beneficial Shareholders**” has the meaning ascribed thereto under Part One “*General Voting Information*” of the Circular under the heading “*Non-registered or Beneficial Shareholders*”;

“**Board**” means the board of directors of GoldTrain, Idaho Champion or New Idaho Champion as the content requires;

“**CBCA**” means the *Canada Business Corporations Act*;

“**Champagne Project**” means 112 mineral claims near Idaho Falls covering approximately 936.3 hectares (2,313 acres) which were staked in February 2018 by Idaho Champion Gold Mines USA Inc., a wholly-owned subsidiary of Idaho Champion;

“**Circular**” means this Management Information Circular;

“**Cobalt Project**” means up to 822 mining claims in northern Idaho covering approximately 6,871 hectares (16,975 acres) which may be acquired by Idaho Champion Cobalt Mines USA, Inc., a wholly-owned subsidiary of Idaho Champion;

“**Compensation Warrants**” means issuing 500,000 warrants to Sheldon Executive Services Inc., a corporation controlled by a director of GoldTrain, as compensation for services rendered in respect of the Transactions, each such warrant entitling the holder to acquire one New Idaho Champion Share for \$0.50 at any time within 5 years after the date of completion of the Amalgamation;

“**Concurrent Financing**” means a financing by Idaho Champion of up to 12,500,000 Idaho Champion Shares at a price of US\$0.20 per Idaho Champion Share for gross proceeds of up to US\$2,500,000 (or such other number of shares, subscription price, proceeds and terms as Idaho Champion may determine, with the consent of GoldTrain) currently being undertaken by Idaho Champion to be completed on or before the Effective Date;

“**Consolidation**” means the proposed consolidation of the issued and outstanding common shares of the Corporation on the basis of one (1) post-consolidation common share for three (3) pre-consolidation common shares;

“**CSE**” means the Canadian Securities Exchange;

“**Debt Conversion**” means the issuing of GoldTrain Shares to settle debts of approximately \$167,747 (or up to \$244,047 if all of the Additional Cash Loans are advanced), converting into approximately 2,096,837 (or up to approximately 3,050,587 if all of the Additional Cash Loans (up to \$76,330) are advanced) pre-consolidation GoldTrain Shares;

“**Dissent Right**” means a right of a shareholder of the Corporation to dissent under section 190 of the CBCA and to be paid the fair value of such shareholder’s GoldTrain Shares;

“**Dissenting Shareholder**” means, in respect of the Consolidation, a GoldTrain Shareholder who has validly exercised the right to dissent pursuant to section 190 of the CBCA in strict compliance with the provisions thereof and who is ultimately entitled to be paid fair value for such holder’s GoldTrain Shares;

“**Effective Date**” means the date set out in the certificate giving effect to the Amalgamation endorsed by the Director on the Articles of Amalgamation pursuant to subsection 178(4) of the OBCA, such date being the effective date of the Amalgamation and expected to be on or about August 22, 2018;

“**Effective Time**” means 12:01 a.m. (Toronto time) on the Effective Date or, if applicable, such later time on the Effective Date which immediately follows the issuance of the Certificate of Amendment for GoldTrain giving effect to, among other things, the Proposed Consolidation and the change of name to Idaho Champion Gold Mines Canada Inc.;

“**Escrow Commencement Date**” means the date, following the Consolidation and the Amalgamation, on which New Idaho Champion Shares commence trading on the CSE;

“Escrowed Securities” means the New Idaho Champion Shares to be placed in escrow in order to comply with CSE policies in respect of the proposed Amalgamation;

“Exchange” means the TSX, TSXV or CSE, as applicable;

“Exchange Shares” means the Post-Consolidation GoldTrain Shares to be issued from the treasury of GoldTrain at the Effective Time to Idaho Champion Shareholders in exchange for their Idaho Champion Shares on the basis of one (1) Post-Consolidation GoldTrain Share for one (1) Idaho Champion Share in connection with the Amalgamation, estimated as of the date of this Circular (prior to the issuance of any additional Idaho Champion Shares pursuant to the Concurrent Financing after July 18, 2018 or for the acquisition of any part of the Cobalt Project) to be approximately 27,042,000 in number;

“GoldTrain” or the **“Corporation”** means GoldTrain Resources Inc., a corporation incorporated under the CBCA;

“GoldTrain Board” means the board of directors of GoldTrain;

“GoldTrain Concurrent Financing” means a financing by GoldTrain of up to 5,000,000 Special Warrants at a price of \$0.24 per Special Warrant for gross proceeds of up to \$1,200,000 (or such other type and number of securities, subscription price, proceeds and terms as GoldTrain may determine, with the consent of Idaho Champion) currently being undertaken by GoldTrain to be completed before the Effective Time;

“GoldTrain Option” means an option to acquire a Post-Consolidation GoldTrain Share granted pursuant to the GoldTrain Stock Option Plan;

“GoldTrain Optionholder” means a holder of a GoldTrain Option;

“GoldTrain Securityholders” means, collectively, the GoldTrain Shareholders and the GoldTrain Optionholders, GoldTrain Special Warrant holders and the holders of any other rights to acquire GoldTrain Shares;

“GoldTrain Shareholder” means a holder of GoldTrain Shares;

“GoldTrain Shares” means the common shares in the capital of GoldTrain, as constituted from time to time;

“GoldTrain Special Warrant holders” means holders of the Special Warrants issued pursuant to the GoldTrain Concurrent Financing by GoldTrain before the Effective Time;

“GoldTrain Stock Option Plan” means the stock option plan of GoldTrain, as constituted on the date hereof;

“Idaho Champion” means Idaho Champion Gold Mines Ltd., a corporation incorporated under the OBCA;

“Idaho Champion Board” means the board of directors of Idaho Champion;

“Idaho Champion Meeting” means the annual and special meeting of the shareholders of Idaho Champion to be held on or about August 21, 2018 for the purpose of, among other things, seeking approval of the Idaho Champion Shareholders for the Amalgamation;

“Idaho Champion Shareholder” means a holder of Idaho Champion Shares;

“Idaho Champion Shares” means the common shares in the capital of Idaho Champion, as currently constituted;

“Letter Agreement” means the Letter Agreement entered into on November 20, 2017, as amended, between Idaho Champion and GoldTrain contemplating the Transactions, including the Amalgamation;

“MD&A” means, in respect of any fiscal year or interim period of an issuer, management’s discussion and analysis for such fiscal period;

“Meeting” means the annual and special meeting of the shareholders of GoldTrain scheduled to be held on the Meeting Date;

“Meeting Date” means August 21, 2018;

“Meeting Materials” means this Management Information Circular and accompanying Notice and form of Proxy;

“Merger Proposal” means any merger, amalgamation, arrangement, business combination, recapitalization, take-over bid, sale of material assets, material sale of treasury shares or rights or interests therein or thereto (other than the Concurrent Financing) or similar transactions involving Idaho Champion, or a proposal to do so, excluding the transactions contemplated under the Amalgamation Agreement;

“New Idaho Champion” means GoldTrain as it will exist post-Amalgamation under the name Idaho Champion Gold Mines Canada Inc. (or such other name determined by Idaho Champion with the consent of GoldTrain), considered on a consolidated basis with its 100%-owned subsidiary, Amalco;

“New Idaho Champion Board” means the board of directors of New Idaho Champion;

“New Idaho Champion Option” means an outstanding option to acquire a New Idaho Champion Share issued pursuant to the New Idaho Champion Stock Option Plan;

“New Idaho Champion Shares” means the issued and outstanding common shares of New Idaho Champion as at and from the Effective Date;

“New Idaho Champion Stock Option Plan” means the GoldTrain Stock Option Plan, as it may be amended from time to time;

“NI 43-101” means National Instrument 43-101 *“Standards of Disclosure for Mineral Projects”*;

“NI 51-102” means National Instrument 51-102 *“Continuous Disclosure Obligations”*;

“**OBCA**” means the *Business Corporations Act* (Ontario), as amended;

“**Outside Date**” means September 30, 2018 subject to GoldTrain’s right to extend that date for up to 30 days if the GoldTrain shareholders’ meeting to approve the Consolidation and other parts of the Transaction is scheduled to be held on or before October 30, 2018;

“**Person**” includes any individual, partnership, association, limited or unlimited liability company, joint venture, body corporate, trustee, trust, executor, administrator, legal representative, government or any other entity, whether or not having legal status;

“**Post-Consolidation GoldTrain Shares**” means the common shares of GoldTrain after implementation of the Proposed Consolidation;

“**Pro Forma Financial Statements**” means the unaudited *pro forma* financial statements, including the notes thereto, attached hereto as Appendix “E”;

“**Proposed Consolidation**” means the proposed consolidation of the shares of GoldTrain on the basis of one (1) post-consolidation common share for every three (3) pre-consolidation common shares;

“**Record Date**” in respect of the Meeting means July 17, 2018;

“**Related Party**”, in relation to a corporation, means a promoter, director, officer, insider or control person of the corporation or an associate or affiliate of any such person;

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval;

“**Special Warrant**” means the special warrants issued or to be issued by GoldTrain pursuant to a private placement at a price of \$0.24 per Special Warrant, each such Special Warrant being exercisable, without additional consideration, into one Post-Consolidation GoldTrain Share on satisfaction of certain conditions, including completion of the Consolidation and the Amalgamation;

“**Subco**” means GT Subsidiary Inc., a corporation incorporated under the OBCA as a wholly-owned subsidiary of GoldTrain;

“**Superior Proposal**” and “**Superior Merger Proposal**” have the meanings ascribed thereto in Part Four under “*The Amalgamation Agreement – Superior Proposals/Superior Merger Proposals*”;

“**Tax Act**” means the *Income Tax Act* (Canada) including the regulations thereto, as amended;

“**Transactions**” means a series of corporate events including some or all of the Debt Conversion, Proposed Consolidation, Concurrent Financing, GoldTrain Concurrent Financing, Amalgamation, name change, change of directors, change of management and other related matters;

“**TSX**” means the Toronto Stock Exchange;

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

“**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended.

Words importing the singular number only include the plural and *vice versa* and words importing any gender or the neuter includes all genders and the neuter.

CURRENCY AND EXCHANGE RATES

In this Circular, unless otherwise specified, all references to “dollars”, “\$” or “CDN\$” are to Canadian dollars and references to “US\$” are to United States dollars.

GEOLOGICAL, CHEMICAL AND OTHER TECHNICAL TERMS

“**Au**” means gold.

“**g/t**” means grams per tonne.

“**Ag**” means silver.

“**km**” means kilometres.

“**Co**” means cobalt.

“**m**” means metres.

“**Cu**” means copper.

“**oz/t**” or “**opt**” means ounces per ton.

SUMMARY

The following is a summary of certain information contained in this Circular. This summary is provided for convenience only and the information in this summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information appearing elsewhere in the Circular. Certain capitalized terms used in this summary are defined in the Glossary of Terms in this Circular. Shareholders are urged to read this Circular and the Appendices hereto in their entirety.

THE MEETING

Date and Location

The Meeting will be held on August 21, 2018 at 11:00 am (Toronto time) at 199 Bay Street, Suite 2200, Toronto, Ontario, M5L 1G4.

Record Date

The Record Date for determining shareholders entitled to receive notice of and to vote at the Meeting is the close of business on July 17, 2018.

Purposes of the Meeting

The purposes of the Meeting are as follows:

- (a) to receive and consider the audited comparative financial statements of the Corporation for the years ended December 31, 2017 and December 31, 2016, together with the auditors' report thereon;
- (b) to consider and, if deemed advisable, to pass, with or without variation, a resolution to (i) re-appoint Palmer Reed, Chartered Accountants, as auditors of the Corporation until the earlier of the Effective Date or the next annual meeting of shareholders and (ii) appoint UHY McGovern Hurley LLP, as auditors of the Corporation as at and from the Effective Date and, in each case, to authorize the directors to fix the auditors' remuneration and the terms of their engagement;
- (c) to consider and, if deemed advisable, to pass, with or without variation, a resolution to set the number of directors authorized to be elected as at and from the Effective Date to four (4) directors;
- (d) to consider and, if deemed advisable, to pass, with or without variation, subject to the provisions of the corporate statute governing the Corporation at the applicable time, a special resolution authorizing an amendment to the Articles of the Corporation delegating the authority to the Board of Directors to set the number of directors from time to time between the minimum and maximum number of directors set out in the Articles of the Corporation;
- (e) to elect the directors;

- (f) to consider and, if thought advisable, to pass, with or without variation, a resolution of the majority of disinterested shareholders of the Corporation to approve the Debt Conversion;
- (g) to consider and, if deemed advisable, to pass, with or without variation, a special resolution pursuant to Section 173(1)(h) of the CBCA authorizing an amendment to the Articles of the Corporation to effect a consolidation of the issued and outstanding common shares of the Corporation on the basis of one (1) post-consolidation common share for three (3) pre-consolidation common shares;
- (h) to consider and, if deemed advisable, to pass, with or without variation, a special resolution to amend the Articles of the Corporation to change the name of the Corporation to “Idaho Champion Gold Mines Canada Inc.” or such other name as may be determined by Idaho Champion with the consent of the directors of GoldTrain;
- (i) to consider and, if thought advisable, to pass, with or without variation, a resolution to approve the Amalgamation and the issuance of the Exchange Shares;
- (j) to consider and, if thought advisable, to pass, with or without variation, a resolution to amend and approve the GoldTrain Stock Option Plan;
- (k) to consider and, if thought advisable, to pass, with or without variation, a resolution of the majority of disinterested shareholders of the Corporation to approve the Compensation Warrants;
- (l) to consider and, if thought advisable, to pass, with or without variation, a special resolution pursuant to Section 188 of the CBCA authorizing a continuance of the Corporation into the jurisdiction of the Province of Ontario at any time following the Amalgamation; and
- (m) to transact such other business as may properly come before the Meeting or any adjournment thereof.

Shareholder Approvals Required

Unless otherwise required by law, every question coming before the Meeting will be determined by a majority of the votes duly cast on the matter. Notwithstanding the foregoing, the approval of each of the special resolutions described in items (d), (g), (h) and (l) will require approval of 66 2/3% of the votes cast on such special resolution at the Meeting.

THE PROPOSED BUSINESS COMBINATION

Purpose of the Business Combination

The purpose of the business combination is to enhance shareholder value for the shareholders of each of GoldTrain and Idaho Champion. It is proposed that GoldTrain acquire all of the issued and outstanding shares of Idaho Champion, a private issuer with active operations and significant assets, by way of a three-cornered amalgamation, pursuant to which GT Subsidiary Inc., a wholly-owned Ontario-incorporated subsidiary of GoldTrain, will amalgamate with Idaho

Champion, with the resulting amalgamated corporation being a wholly-owned subsidiary of GoldTrain. GoldTrain will continue as the parent corporation. It is anticipated GoldTrain will qualify for continued listing on the CSE. The corresponding benefit for Idaho Champion shareholders would be to enable Idaho Champion to gain access to public markets in order to raise the necessary capital to continue the Baner Project and the acquisition, exploration and development of other mineral exploration projects in Idaho, USA or elsewhere.

The Amalgamation was selected as the most appropriate method to effect Idaho Champion's goal of gaining access to public markets to finance its Baner Project and other projects and to give shareholders liquidity for their interests in Idaho Champion. Pursuant to the Amalgamation, Idaho Champion will become a wholly-owned subsidiary of GoldTrain, currently a "reporting issuer" in Ontario, Alberta and British Columbia whose shares are currently listed on the CSE. Pursuant to the Amalgamation, Idaho Champion shareholders will receive Post-Consolidation GoldTrain Shares in exchange for their Idaho Champion Shares on a one-for-one basis. It is anticipated that, following the Amalgamation, GoldTrain will qualify for continued listing on the CSE.

For information about the Amalgamation, see Part Four "*The Proposed Business Combination with Idaho Champion*".

Effect of the Business Combination

The proposed business combination is in effect a "reverse take-over" of GoldTrain by Idaho Champion. On completion of the Amalgamation and the Concurrent Financing, if completed, and settlement of GoldTrain's debt, the former Idaho Champion Shareholders will own approximately 94.2% of New Idaho Champion (assuming no shares are issued after the date hereof pursuant to the Concurrent Financing, the GoldTrain Concurrent Financing or for the acquisition of any parts of the Cobalt Project) and former GoldTrain Shareholders and creditors will own approximately 5.8% of New Idaho Champion (assuming that none of the Additional Cash Loans are advanced or converted into shares). Amalco, the combined company resulting from the Amalgamation between Idaho Champion and Subco, will be a wholly-owned subsidiary of GoldTrain and will continue the Idaho Champion business with respect to the acquisition, exploration and development of mineral exploration projects in Idaho, USA. GoldTrain will remain a reporting issuer and change its name to "Idaho Champion Gold Mines Canada Inc." or, if such name is not acceptable to one or more of the regulatory authorities having jurisdiction, such other name as the GoldTrain Board may have selected in consultation with the board of Idaho Champion. In addition, upon completion of the Amalgamation, the management of the Corporation will be re-organized. It is proposed that the current directors and officers of Idaho Champion will become directors and officers of the Corporation.

For information about GoldTrain post-Amalgamation see Part Six "*Disclosure Relating to New Idaho Champion (Post-Amalgamation)*".

Timing

If the Meeting and the Idaho Champion Meeting are held as scheduled and if all of the conditions to the closing of the Amalgamation are satisfied or waived, the Amalgamation will be implemented by filing Articles of Amalgamation and by the Director under the OBCA issuing a

Certificate of Amalgamation. The Effective Date of the Amalgamation will be the date on the Certificate of Amalgamation and is expected to be on or about August 23, 2018.

Recommendation of the GoldTrain Board

The GoldTrain Board has reviewed the terms of the proposed Transactions and has unanimously determined that the Transactions are in the best interests of GoldTrain and are fair to the GoldTrain Shareholders. Accordingly, the GoldTrain Board unanimously recommends that shareholders vote **FOR** the re-appointment of Palmer Reed, Chartered Accountants, Toronto Ontario, as auditors until the Effective Date and the appointment of UHY McGovern Hurley LLP, Chartered Professional Accountants, Toronto, Ontario as at and from the Effective Date, **FOR** the change in the number of directors, **FOR** the delegation of authority to the Board to set the number of directors from time to time, **FOR** the election of the nominees of the Board as directors; **FOR** the Debt Conversion, **FOR** the Proposed Consolidation, **FOR** the change of name to “Idaho Champion Gold Mines Canada Inc.”, **FOR** the proposed Amalgamation and the issuance of the Exchange Shares, **FOR** the approval of amendments to the GoldTrain Stock Option Plan, **FOR** the issuance of the Compensation Warrants, and **FOR** the continuance of the Corporation into Ontario under the OBCA at any time following the Effective Date.

Benefits of the Amalgamation for GoldTrain Shareholders

The decision of the GoldTrain Board to approve the Amalgamation and recommend it to the GoldTrain Shareholders was reached after consideration of many factors, including the following:

- (i) Providing GoldTrain with an interest in the acquisition, exploration and development of highly prospective mineral exploration projects including the Baner Project and the first known drill program on the Baner Project in Idaho, USA as well as other mineral exploration opportunities.
- (ii) Providing GoldTrain with a management team highly experienced in mineral exploration and mining in the United States.
- (iii) Providing GoldTrain with a Board, executive officers and advisors experienced in raising capital for mining exploration and development companies in the United States.
- (iv) Providing GoldTrain with larger capitalization and capital to proceed with exploration and development of the Baner Project, as well as other mineral exploration projects.
- (v) Providing increased liquidity for GoldTrain Shareholders due to a wider distribution of GoldTrain Shares and an anticipated higher profile for the Corporation.
- (vi) Idaho Champion recently completed a series of private placements pursuant to the Concurrent Financing by issuing 8,942,000 shares at US\$0.20 per share for aggregate proceeds of US \$1,788,400, an offering price that, after adjusting for the proposed share consolidation of GoldTrain Shares and the currency exchange,

is comparable to CDN\$0.08 per pre-consolidation share of GoldTrain (equivalent to \$0.24 per Post-Consolidation GoldTrain Share), the price at which the Debt Conversion is proposed to take place.

- (vii) Prior to the press release issued on November 21, 2017 (which resulted in a “halt” to trading of GoldTrain shares on the CSE), GoldTrain’s shares last traded on the CSE on November 13, 2017 at \$0.08 per pre-consolidation share (equivalent to \$0.24 per Post-Consolidation GoldTrain Share).
- (viii) If the Transactions are completed, GoldTrain will benefit from forgiveness of approximately \$342,327 of debt.
- (ix) GoldTrain could benefit from up to \$76,330 of Additional Cash Loans if such amounts are advanced.
- (x) If the Transactions are completed, GoldTrain will benefit from approximately \$167,747 of indebtedness, accounts payable and accrued liabilities (or \$244,047 if all of the Additional Cash Loans are advanced) being settled by the issuance of pre-consolidation shares at \$0.08 per share (equivalent to \$0.24 per Post-Consolidation GoldTrain Share).
- (xi) If the GoldTrain Concurrent Financing is completed and the Consolidation, the Amalgamation and other conditions of the Special Warrants are satisfied on or before the Outside Date, GoldTrain could benefit from up to \$1,200,000 of additional gross proceeds therefrom.

Procedure for the Amalgamation to Become Effective

The Amalgamation is proposed to be carried out pursuant to section 175 of the OBCA. The following procedural steps, among others, must be taken in order for the Amalgamation to become effective:

- (i) all conditions precedent to the Amalgamation set forth in the Amalgamation Agreement must be satisfied or waived by the appropriate party;
- (ii) GoldTrain, as the sole shareholder of Subco, must approve the Amalgamation;
- (iii) GoldTrain must file Articles of Amendment to effect the Proposed Consolidation and change of name to “Idaho Champion Gold Mines Canada Inc.”;
- (iv) the Idaho Champion Shareholders must approve the Amalgamation at the Idaho Champion Meeting by a vote of at least 66 2/3% of the votes cast; and
- (v) the Articles of Amalgamation to form Amalco in the form prescribed by the OBCA must be filed with the Director under the OBCA.

The Amalgamation will become effective when the Director under the OBCA issues the Certificate of Amalgamation.

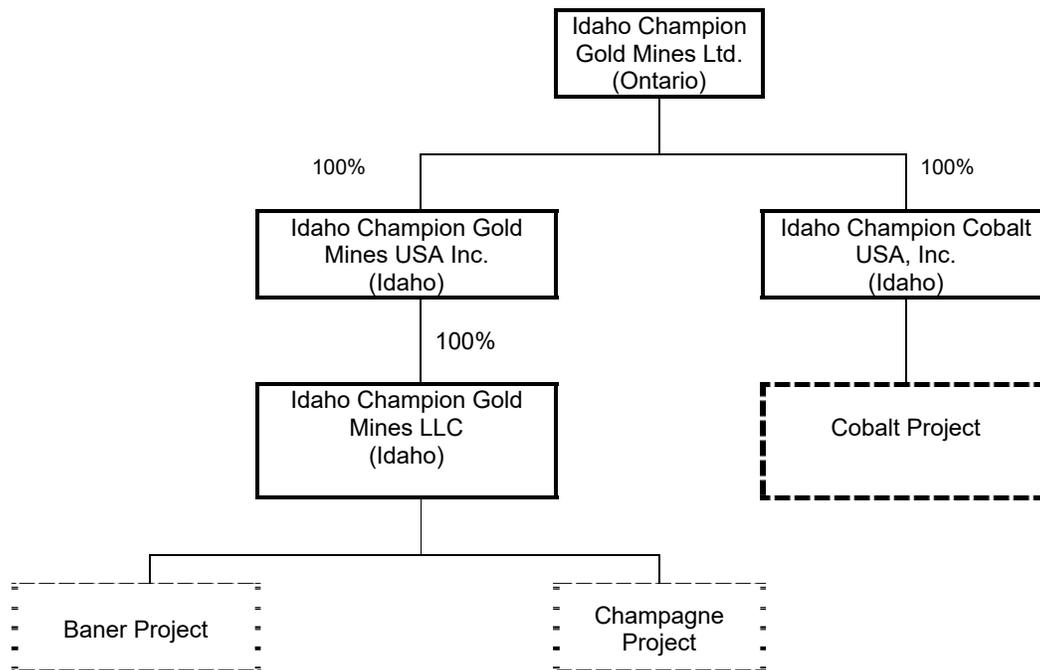
THE PRE-AMALGAMATION COMPANIES

GoldTrain Resources Inc.

GoldTrain is a corporation incorporated under the CBCA, is a “reporting issuer” in Ontario under the *Securities Act* (Ontario), as well as Alberta and British Columbia. GoldTrain is a junior exploration company engaged in exploration for mineral deposits in the Northern Ontario region of Canada. The Corporation is in the early exploration stage with respect to all of its properties. GoldTrain Shares are currently listed on the CSE under the trading symbol “GT”.

Idaho Champion Gold Mines Ltd.

Idaho Champion was incorporated as a private company under the *Business Corporations Act* (Ontario) by articles of incorporation dated June 16, 2016. Idaho Champion is not a “reporting issuer” within the meaning of the securities laws of Canada (it is a private issuer) and its shares are not freely tradeable and are not listed nor posted for trading on any exchange. Idaho Champion currently (as of July 18, 2018) has approximately 50 registered shareholders. It has three wholly-owned subsidiaries.



Idaho Champion, through a wholly-owned United States subsidiary, has acquired 11 mining claims (the “**Baner Project**”) in north central Idaho covering approximately 105 hectares (260 acres) and has staked approximately 204 mining claims covering more than 1,700 hectares of adjoining exploration ground (six of those mining claims (sometimes referred to as the “Sally Claims” covering the former Black Lady mine and former Lucky Strike mine areas) are currently disputed and alleged to have been staked at an earlier time by another prospector). A comprehensive drill program, followed by assaying of all drill core for gold content under an appropriate quality control and quality assurance program are planned to get underway in 2018.

The preparation of a technical report by a ‘qualified person’ (as defined in NI 43-101) which includes a resource estimate would be required to verify or upgrade any historical estimates to current mineral resources.

Idaho Champion has also developed and acquired some geological data in respect of the Baner Project and other properties that it has acquired in the area, all with a view to assisting with the development of an exploration program. In conjunction with acquiring the Baner Project, Idaho Champion has completed extensive soil sampling and, as noted above, has recently completed an IP program across the project area. Idaho Champion has received a drill permit for the first known drill program on the Baner Project and is currently conducting the drill program, although, as of the date of this Circular, no assay results have been received. See additional information in Part Five “*Disclosure Relating to Pre-Amalgamation Companies*”.

Idaho Champion Gold Mines USA Inc., a wholly-owned subsidiary of Idaho Champion, in February of 2018 staked the Champagne Project covering 112 mineral claims near Idaho Falls covering approximately 936.3 hectares (2,313 acres). The Champagne Project was a producing open pit heap leach mine from 1990 to 1993 operated by BEMA Gold. The Corporation does not consider the Champagne Project to be a material project.

As well, Idaho Champion Cobalt USA, Inc. (“**Cobalt Subco**”), a wholly owned subsidiary of Idaho Champion, has entered into an agreement pursuant to which it may acquire up to approximately 822 mining claims in northern Idaho covering approximately 6,871 hectares (16,975 acres) (the “**Cobalt Project**”). There is very little information currently available in respect of this project but there is historical data indicating that the area is prospective for cobalt. Cobalt Subco has agreed to pay up to 4,000,000 Idaho Champion Shares to acquire the Cobalt Project in tranches from time to time as Cobalt Subco is able to deliver good title to such claims (600,000 Idaho Champion Shares for the first 129 claims and, thereafter, 100,000 Idaho Champion Shares for each block of 21 claims). The Corporation does not consider the Cobalt Project to be a material property.

Idaho Champion is currently pursuing completion of a series of private placements pursuant to the Concurrent Financing to a number of accredited investors and others permitted to purchase securities on a prospectus-exempt basis, seeking to raise up to US\$2,500,000 by issuing up to 12,500,000 common shares at US\$0.20 per share. As of July 18, 2018, Idaho Champion had raised an aggregate of US\$1,788,400 by issuing 8,942,000 common shares at US\$0.20 per share pursuant to this Concurrent Financing.

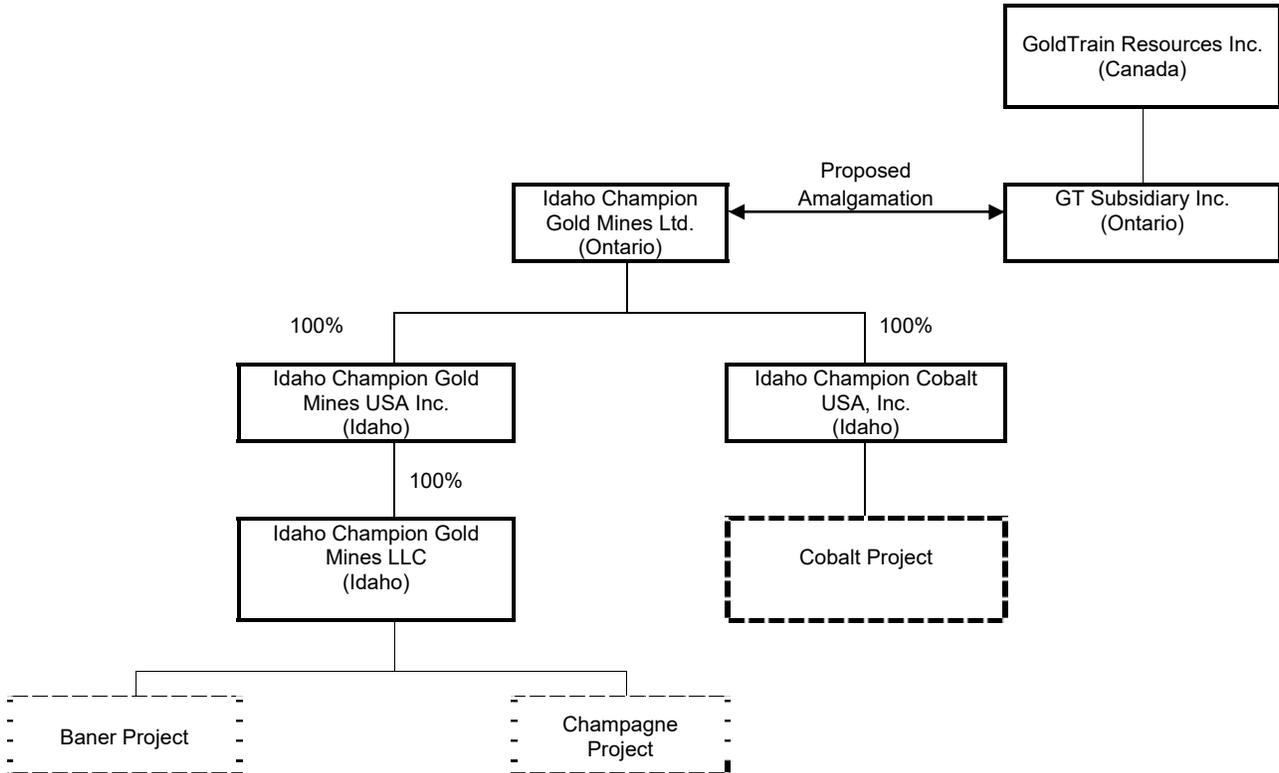
NEW IDAHO CHAMPION (POST-AMALGAMATION)

Overview

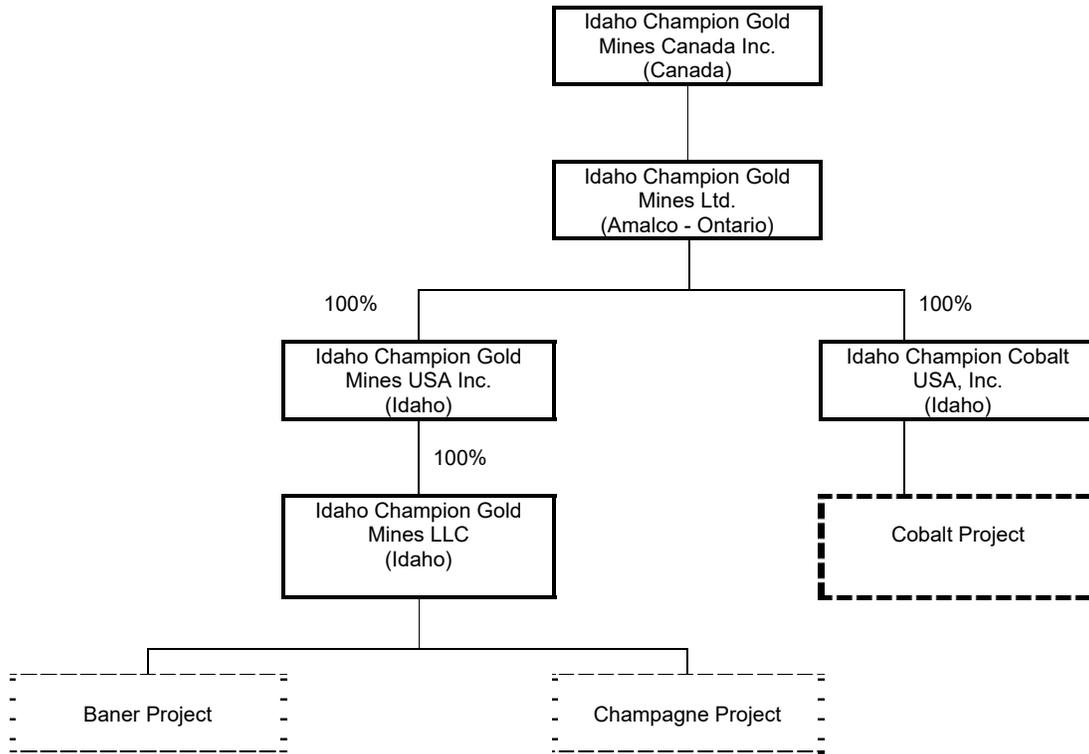
On completion of the Amalgamation (assuming no shares are issued after the date hereof pursuant to the Concurrent Financing or for the acquisition of any parts of the Cobalt Project), the Idaho Champion Shareholders will own approximately 94.2% of GoldTrain and GoldTrain Shareholders and creditors will own approximately 5.8% of GoldTrain (assuming that none of the Additional Cash Loans are advanced and converted into shares and there are no proceeds from the GoldTrain Concurrent Financing) which will have changed its name to “Idaho Champion Gold Mines Canada Inc.” and which will own 100% of Amalco (to be renamed “Idaho Champion Gold Mines Ltd.”), the combined company resulting from the Amalgamation

between Idaho Champion and Subco. It is anticipated that GoldTrain, continuing as Idaho Champion Gold Mines Canada Inc. (sometimes referred to as “New Idaho Champion”), will continue as a “reporting issuer” in Ontario, Alberta and British Columbia and will qualify for continued listing of its shares on the CSE following the Transactions.

Prior to the Amalgamation:



Following completion of the Amalgamation:



Following the Amalgamation, New Idaho Champion will, through the operations of Amalco, be indirectly engaged in the business of acquisition, exploration and development of mineral exploration projects in Idaho, USA, which has been the primary activity of Idaho Champion since its incorporation. New Idaho Champion will, through Amalco, indirectly own all of the properties, assets and rights currently owned by Idaho Champion.

The primary business objective of New Idaho Champion will be to explore and develop the mineral rights currently held by Idaho Champion and to seek to acquire, explore and develop such other mineral rights and properties as New Idaho Champion management or the New Idaho Champion Board may from time to time determine have potential.

Properties

The Baner Project will be the material property of New Idaho Champion immediately following the Amalgamation. Through the Amalgamation, New Idaho Champion will indirectly acquire 11 mining claims in north central Idaho covering approximately 105 hectares (260 acres) and 204 mining claims covering more than 1,700 hectares of adjoining exploration ground (six of those mining claims (sometimes referred to as the “Sally Claims”) covering the former Black Lady mine and former Lucky Strike mine areas are currently disputed and alleged to have been staked at an earlier time by another prospector).

It is anticipated that New Idaho Champion will also have the Cobalt Project comprised of up to 822 staked mining claims covering approximately 6,871 hectares (16,975 acres) in northern

Idaho. There is very little information currently available in respect of this area but there is some historical data indicating that the area is prospective for cobalt. The Corporation does not consider the Cobalt Project to be a material property.

Idaho Champion Gold Mines USA Inc., a wholly-owned subsidiary of Idaho Champion, in February of 2018 staked the Champagne Project covering 112 mineral claims near Idaho Falls covering approximately 936.3 hectares (2,313 acres). The Champagne Project was a producing open pit heap leach mine from 1990 to 1993 operated by BEMA Gold. The Corporation does not consider the Champagne Project to be a material project.

New Idaho Champion will also retain its Missinabie and Nudulama properties in northwestern Ontario. With the completion of the Transaction and, with it, the acquisition of the Baner Project, these will not be considered by the Corporation to be material projects.

New Idaho Champion will initially focus its efforts and resources on the continued exploration of the Baner Project and will undertake some preliminary exploration on its other projects.

Financing

Based on estimated consolidated working capital of \$232,105 as at March 31, 2018, New Idaho Champion is projected to have available to it approximately \$1,265,510 of cash after completion of an additional US\$693,400 (CDN\$914,075) of the Concurrent Financing after March 31, 2018, \$76,330 of Additional Cash Loans and \$243,000 of Special Warrants and the conversion thereof after the date hereof to shares (or any combination thereof), the Amalgamation and payment of expenses for the Transactions (estimated to be approximately \$200,000). The principal purposes of those funds will be to fund the Baner Project and for general working capital purposes.

Directors and Officers of New Idaho Champion

The Board of Directors of New Idaho Champion are proposed to initially consist of four (4) members, only one of whom is currently a director of GoldTrain and three (3) of whom are current officers or directors or nominees of Idaho Champion. The proposed new directors of New Idaho Champion are proposed to be Jonathan Buick, Paul Fornazzari, Bruce Reid and Donald Sheldon. Another individual may be nominated by Idaho Champion on or before the Effective Date to serve as the fifth director of New Idaho Champion. Bruce Reid is expected to be appointed chairman of the Board of New Idaho Champion.

The first officers of New Idaho Champion are expected to be, Jonathan Buick as President and CEO, Julio DiGirolamo as Chief Financial Officer, and Donald Sheldon as Secretary.

For further information regarding the proposed board of directors and executive officers of New Idaho Champion see “*Directors, Executive Officers and Principal Shareholders of New Idaho Champion*” in Part Six.

Share Capital of Amalgamated Company

Following the Effective Time, the authorized capital of New Idaho Champion will consist of an unlimited number of common shares (Post-Consolidation GoldTrain Shares), of which the following common shares are expected to be issued and outstanding:

Origin of New Idaho Champion Shareholding	Number of New Idaho Champion Shares (undiluted)	Percentage of New Idaho Champion Shares (undiluted) ⁽⁴⁾	Number of New Idaho Champion Shares (fully diluted)	Percentage of New Idaho Champion Shares (fully diluted) ⁽⁴⁾
Current Idaho Champion Shareholders⁽⁶⁾	27,042,000	94.2	27,042,000	71.9
Current GoldTrain Shareholders	982,918	3.4	982,918	2.6
GoldTrain Creditors	698,943	2.4	1,016,987 ⁽¹⁾	2.7
Additional Subscribers in Concurrent Financing⁽²⁾	0	0	3,558,000	9.5
Additional Subscribers in GoldTrain Concurrent Financing⁽³⁾	0	0	1,012,500	2.7
Shares issuance for the Cobalt Project	0	0	4,000,000 ⁽⁵⁾	10.6
Total	28,723,861	100	37,612,405	100

Notes:

- (1) Assuming that all of the Additional Cash Loans are advanced and the Debt Conversion is completed at the maximum amount.
- (2) Assuming that US\$711,600 of the Concurrent Financing is completed by Idaho Champion after July 18, 2018 (3,558,000 shares at US\$0.20 per share).
- (3) Assuming that \$243,000 of the GoldTrain Concurrent Financing (1,012,500 Special Warrants) is completed at \$0.24 per Special Warrant and the Consolidation, the Amalgamation and other conditions of the Special Warrants are satisfied on or before the Outside Date.
- (4) Figures have been rounded.
- (5) Assuming that all 822 claims of the Cobalt Project are acquired for an aggregate of 4,000,000 shares.
- (6) as at July 18, 2018.

SELECTED UNAUDITED PRO FORMA FINANCIAL INFORMATION FOR NEW IDAHO CHAMPION

The following information should be read in conjunction with the unaudited Pro Forma Financial Statements and the notes thereto attached as Appendix “E” to this Circular.

Summary of Pro Forma Consolidated Statement of Financial Position as at December 31, 2017

As at	Historical		Pro Forma	
	Idaho Champion December 31, 2017 (Audited)	GoldTrain December 31, 2017 (Audited)	Adjustments	New Idaho Champion December 31, 2017 (Unaudited)
Current Assets	456,875	24	(211,440)	245,459
Total Assets	456,875	24	(211,440)	245,459
Total Liabilities	171,658	615,054	(521,514)	265,198
Shareholders' Equity (Deficiency)	285,217	(615,030)	310,074	(19,739)

Summary of Pro Forma Consolidated Statement of Comprehensive Loss for the Year Ended December 31, 2017.

	Historical		Pro Forma	
	Idaho Champion Year ended December 31, 2017 (Audited)	GoldTrain Year ended December 31, 2017 (Audited)	Adjustments	New Idaho Champion Year ended December 31, 2017 (Unaudited)
Income	--	--	--	--
Expenses	1,238,046	63,651	679,977	1,981,674
Net Loss and Comprehensive Loss	(1,238,046)	(63,651)	(679,977)	(1,981,674)

RISK FACTORS

There are risks associated with an investment in New Idaho Champion Shares. See “*Risk Factors and Miscellaneous*” in Part Seven.

SOLICITATION OF PROXIES

This management information circular (the “Circular”) is furnished in connection with the solicitation of proxies by management of GoldTrain Resources Inc. (the “Corporation” or “GoldTrain”) for use at the annual and special meeting of shareholders of the Corporation (the “Meeting”) to be held on August 21, 2018 at 11:00 a.m. (Toronto time) at 199 Bay Street, Suite 2200, Toronto, Ontario, M5L 1G4 and at all adjournments thereof for the purposes set out in the accompanying notice of meeting.

It is expected that the solicitation will be made primarily by mail, but proxies may also be solicited personally by directors, officers or regular employees of the Corporation. Such persons will not receive any extra compensation for such activities. The Corporation may pay brokers or other persons holding GoldTrain Shares in their own names, or in the names of nominees, for their reasonable expenses for sending proxies and the Circular to beneficial owners of GoldTrain Shares and obtaining proxies therefor. **The solicitation of proxies by this Circular is being made by or on behalf of the management of the Corporation.** The cost of any such solicitation will be borne by the Corporation.

PART ONE

GENERAL VOTING INFORMATION

REGISTERED SHAREHOLDERS

If you are a registered shareholder, you can vote your GoldTrain Shares at the Meeting in person or by proxy. If you wish to vote in person at the Meeting and are certain that you will be able to attend the Meeting, do not complete or return the form of proxy included with this Circular. Your vote can be cast by you in person and counted at the Meeting. If you do not wish to attend the Meeting or do not wish to vote in person, or you are not certain that you will be able to attend the Meeting, complete and deliver the form of proxy in accordance with the instructions given below.

Appointment of Proxyholders

A form of proxy is enclosed and, if it is not your intention to be present in person at the Meeting, you are asked to sign, date and return the form of proxy provided. The persons named in the enclosed form of proxy are directors, officers or agents of the Corporation. **If you are a shareholder entitled to vote at the Meeting, you have the right to appoint a person or a company (who need not be a shareholder of the Corporation), other than the persons designated in the enclosed form of proxy, to attend and vote for you at the Meeting.** Such right may be exercised by striking out the names of the persons designated in the enclosed form of proxy and by inserting in the blank space provided for that purpose the name of the person or company to be appointed or by completing another proper form of proxy. It is important to ensure that any other person or company that you appoint is attending the Meeting and is aware that he or she or it has been appointed to vote your GoldTrain Shares. Proxyholders should, upon arrival at the Meeting, present themselves to a representative of the scrutineers at the Meeting.

The form of proxy must be executed by the shareholder or his or her attorney duly authorized in writing or, if the shareholder is a corporation, by instrument in writing executed (under corporate seal if so required by the rules and laws governing such corporation) by a duly authorized signatory of such corporation. If the form of proxy is executed by a duly authorized attorney or authorized signatory of the shareholder, the proxy should reflect such person's capacity following his or her signature and should be accompanied by the appropriate instrument evidencing such person's qualifications and authority to act (unless such has been previously filed with the Corporation or the Corporation's transfer agent, Computershare Trust Company of Canada).

Depositing Proxies

Proxies to be exercised at the Meeting must be received by the registrar and transfer agent of the Corporation, **Computershare Trust Company of Canada** by mail or by hand delivery at: 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1 Attention: Proxy Department, by 11:00 a.m. (Toronto time) on August 17, 2018, prior to the commencement of the Meeting or, in the event that the Meeting is adjourned, by 11:00 a.m. (Toronto time) on the second business day (excluding Saturdays, Sundays and statutory holidays in the Province of Ontario) prior to the commencement of the adjourned Meeting, in default of which the proxies may be treated as invalid, although the Chairman of the Meeting has the discretion to accept proxies filed later than 11:00 a.m. (Toronto time) on the second business day prior to the commencement of the Meeting or any adjournment thereof.

A proxy is valid only at the meeting in respect of which it is given or any adjournment of that meeting.

NON-REGISTERED OR BENEFICIAL SHAREHOLDERS

Your GoldTrain Shares may not be registered in your name but in the name of an intermediary (which is usually a bank, trust company, securities dealer or stock broker, or trustee or administrator of self-administered registered savings plans, registered retirement savings funds, registered education savings plans and similar plans, or a clearing agency in which an intermediary participates) or in the name of a nominee. If your GoldTrain Shares are listed in an account statement provided to you by a broker, then it is likely that those GoldTrain Shares will not be registered in your name but under the broker's name or under the name of an agent of the broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited which acts as the nominee for many Canadian brokerage firms) and, in the United States, under the name of Cede & Co. (the registration name for The Depository Trust Company, which acts as depository for many United States brokerage firms and custodian banks).

If your GoldTrain Shares are registered in the name of an intermediary or a nominee, you are a non-registered or beneficial shareholder (a "**beneficial shareholder**"). Beneficial shareholders should be aware that only shareholders whose names appear on the share register of the Corporation, or the persons they appoint as their proxies, are entitled to vote at the Meeting. The purpose of the procedures described below is to permit non-registered shareholders to direct the voting of the GoldTrain Shares they beneficially own. There are two (2) categories of beneficial shareholders. Beneficial shareholders who have provided instructions to an intermediary that

they do not object to the intermediary disclosing ownership information about them are considered to be Non-Objecting Beneficial Owners (“**NOBOs**”). Beneficial shareholders who have objected to an intermediary providing ownership information or have not advised that they do not so object are Objecting Beneficial Owners (“**OBOs**”).

DELIVERY OF MEETING MATERIALS

The Corporation has distributed copies of this Circular, the accompanying form of proxy and the Notice of Meeting (collectively, the “**Meeting Materials**”) either directly to registered shareholders and to the NOBOs or to intermediaries for distribution to NOBOs together with the intermediary’s form of proxy or voting instruction form. The Corporation has also distributed copies of the Meeting Materials to intermediaries for distribution to the OBOs. Unless you have waived your rights to receive the Meeting Materials, the Corporation is required to deliver them to you as a beneficial shareholder of the Corporation and to seek your instructions as to how to vote your GoldTrain Shares.

The Meeting Materials are being sent to both registered and beneficial shareholders of the Corporation. If you are a non-registered owner and if the Corporation or its transfer 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 GoldTrain Shares on your behalf.

If the Corporation or transfer agent has sent these materials directly to you, as a beneficial shareholder, the Corporation (and not the intermediary holding GoldTrain Shares on your behalf) has assumed responsibility for (i) delivering these materials to the beneficial shareholder; and (ii) executing the beneficial shareholder’s proper voting instructions.

If you are a beneficial shareholder who has received these proxy-related materials directly from the Corporation or its transfer agent, please return your voting instructions as specified in the request for voting instructions.

VOTING PROCEDURES AND EXERCISE OF DISCRETION BY PROXY HOLDERS

For Beneficial Shareholders

Brokers or agents can only vote the GoldTrain Shares of the Corporation if instructed to do so by the beneficial shareholder.

Every broker or agent has its own mailing procedure and provides its own instructions. Typically, a beneficial shareholder will be given a voting instruction form which must be completed and signed by the beneficial shareholder in accordance with the instructions provided by the intermediary. The purpose of this form is to seek instructions from the beneficial shareholder on how to vote on behalf of or otherwise represent the beneficial shareholder. A beneficial shareholder cannot use this form to vote or otherwise represent GoldTrain Shares in person at the Meeting. If you are a beneficial shareholder, you must follow the instructions provided by the intermediary in order to ensure that your GoldTrain Shares are voted or otherwise represented at the Meeting.

The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in Canada and in the United States. Broadridge mails a voting instruction form in lieu of a proxy provided by the Corporation. The voting instruction form will name the same persons as the Corporation’s form of proxy to represent you at the Meeting. You have the right to appoint a person (who need not be a beneficial shareholder of the Corporation) other than the persons designated in the voting instruction form to represent you at the Meeting. To exercise this right, you should insert the name of your desired representative in the blank space provided in the voting instruction form. The completed voting instruction form must then be returned to Broadridge by mail or facsimile or otherwise, in accordance with Broadridge’s instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of the GoldTrain Shares to be represented at the Meeting. If you receive a voting instruction form from Broadridge, you cannot use it to vote GoldTrain Shares directly at the Meeting – the instruction form must be returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have the GoldTrain Shares voted or otherwise represented at the Meeting.

Occasionally, a beneficial shareholder may be given a proxy that has already been signed by the intermediary. This form of proxy is restricted to the number of GoldTrain Shares owned by the beneficial shareholder but is otherwise not completed. This form of proxy does not need to be signed by you. In this case, you can complete and deliver the form of proxy as described above under the heading “*Registered Shareholders*”.

Beneficial shareholders should carefully follow the instructions of their intermediary on the forms they receive, including those regarding when and where the form of proxy or voting instruction form is to be delivered, and contact their intermediaries promptly if they need assistance.

Objecting Beneficial Owners – OBOs

If you are an OBO, you cannot use the mechanisms described above for registered shareholders and must follow the instructions provided by the intermediary in order to ensure that your GoldTrain Shares are voted or otherwise represented at the Meeting. Please refer to the narrative above for non-registered or beneficial owners.

Non-Objecting Beneficial Owners – NOBOs

If you, as a NOBO, receive the Corporation’s form of proxy signed by the registered holder, you may complete and deliver the form of proxy as described above under the heading “*Registered Shareholders*”. If you, as a NOBO, receive the intermediary’s voting instruction form, follow the instructions provided by the intermediary with respect to completing the form in order to ensure that your GoldTrain Shares are voted or otherwise represented at the Meeting.

Beneficial Shareholders – Attendance at Meeting

Although as a beneficial shareholder you may not be recognized directly at the Meeting for the purposes of voting GoldTrain Shares registered in the name of your broker or other intermediary, you may attend at the Meeting as proxyholder for your broker or other intermediary and vote your GoldTrain Shares in that capacity. If you wish to attend at the Meeting and indirectly vote your GoldTrain Shares as proxyholder for your broker or other intermediary, you should enter

your own name in the blank space on the voting instruction form provided to you and return the same to your broker or other intermediary in accordance with the instructions provided by your broker or intermediary, well in advance of the Meeting.

Alternatively, you can request in writing that your broker or other intermediary send you a legal proxy which would enable you, or a person designated by you, to attend at the Meeting and vote your GoldTrain Shares.

Voting of Shares by Proxy

The proxyholders named in the accompanying form of proxy shall and will vote the GoldTrain Shares represented thereby on any ballot in accordance with the shareholder's direction set forth in the form of proxy. **In the absence of such direction, the GoldTrain Shares represented thereby WILL BE VOTED IN FAVOUR of each of the following:**

- (a) to re-appoint Palmer Reed LLP as auditors of the Corporation until the Effective Date and to appoint UHY McGovern Hurley LLP as auditors of the Corporation as at and from the Effective Date;
- (b) to set the number of directors;
- (c) to amend the Articles to delegate authority to the directors to set the number of directors from time to time;
- (d) to elect management's nominees for directors named in this Circular;
- (e) to approve the Debt Conversion;
- (f) to amend the Articles to consolidate the issued and outstanding shares on the basis of 1:3;
- (g) to change the name of the Corporation to "Idaho Champion Gold Mines Canada Inc." or such other name as may be acceptable to Idaho Champion and approved by the GoldTrain Board;
- (h) to approve the Amalgamation and to authorize the issuance of the Exchange Shares in connection therewith;
- (i) to amend and approve the GoldTrain Stock Option Plan;
- (j) to approve the Compensation Warrants; and
- (k) to authorize the Corporation to be continued into the Province of Ontario.

all as discussed herein.

An intermediary may not vote, or give a proxy authorizing another person to vote, except in accordance with voting instructions received from the non-registered shareholder who beneficially owns the GoldTrain Shares.

Exercise of Discretion by Proxyholders

The enclosed instrument of proxy confers discretionary authority upon the management designees, or other persons named as proxy, with respect to amendments to or variations of matters identified in the Notice of Meeting and any other matters which may properly come before the Meeting or any adjournments thereof. At the date of this Circular, management of the Corporation is not aware of any amendments to, or variations of, or other matters which may come before the Meeting other than the matters referred to in the Notice of Meeting. In any such event, the management designees intend to vote in accordance with their judgment on such matters.

REVOCATION OF PROXIES AND VOTING INSTRUCTION FORMS

Any registered shareholder who executes and returns a proxy may revoke it (to the extent that it has not been exercised): (i) by depositing a written statement to that effect signed by the shareholder or his, her or its attorney duly authorized in writing at the office of the registrar and transfer agent, Computershare Trust Company of Canada, by mail or by hand delivery at: 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1 Attention: Proxy Department, at any time up to the close of business on the business day preceding the Meeting or any adjournment thereof; (ii) by depositing such written statement with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof at any time prior to a vote being taken in reliance on such proxy; or (iii) in any other manner permitted by law.

A registered shareholder who has revoked a proxy may submit another proxy by delivering another properly executed form of proxy bearing a later date and depositing it as described above under the heading “*Depositing Proxies*”.

A beneficial shareholder may revoke a voting instruction or a waiver of the right to receive the Meeting Materials or a waiver of the right to vote given to an intermediary at any time by written notice to the intermediary, except that an intermediary is not required to act on any such revocation that is not received by the intermediary well in advance of the Meeting.

RECORD DATE

The close of business on July 17, 2018 has been fixed as the record date (the “**Record Date**”) for the determination of holders of GoldTrain Shares entitled to receive notice of the Meeting and any adjournment thereof. Accordingly, only shareholders of record on the Record Date are entitled to vote at the Meeting and any adjournments thereof.

VOTING SECURITIES, VOTING AT MEETINGS AND QUORUM

The voting securities of the Corporation consist of an unlimited number of Shares. As of the date of this Circular, 2,948,756 GoldTrain Shares were issued and outstanding. The Corporation will prepare, or cause to be prepared, a list of shareholders (the “**Shareholders’ List**”) entitled to receive notice of the Meeting not later than ten (10) days after the Record Date. At the Meeting, the holders of GoldTrain Shares shown on the Shareholders’ List will be entitled to one (1) vote per GoldTrain Share shown opposite their names on the Shareholders’ List.

Unless otherwise required by law, every question coming before the Meeting will be determined by a majority of votes duly cast on the matter. Notwithstanding the foregoing, approval of items (d), ((g), (h) and (l) listed under “*Purposes of the Meeting*” in the “*Summary*” require approval of at least sixty-six and two-thirds percent (66 2/3%) of the votes cast on such special resolutions at the Meeting.

Proxies returned by intermediaries as “non-votes” because the intermediary has not received instructions from the beneficial shareholder with respect to the voting of certain GoldTrain Shares or, under applicable regulatory rules, the intermediary does not have the discretion to vote those GoldTrain Shares on one (1) or more of the matters that come before the Meeting, will be treated as not entitled to vote on any such matter and will not be counted as having been voted in respect of any such matter. Shares represented by such intermediary “non-votes” will, however, be counted in determining whether there is a quorum.

The by-laws of the Corporation provide that not less than one person present at the opening of the Meeting who is entitled to vote thereat either as a shareholder or proxyholder, representing collectively not less than five percent (5%) of the outstanding GoldTrain Shares of the Corporation entitled to be voted at the Meeting, constitutes a quorum for the Meeting.

PRINCIPAL HOLDERS OF VOTING SECURITIES

The following table sets forth the names of each person who, or corporation which, to the knowledge of the directors and officers of the Corporation, beneficially owns or exercises control over, directly or indirectly, more than 10% of the outstanding voting securities of the Corporation, as well as the number of voting securities so owned, controlled or directed by each such person or corporation and the percentage of the outstanding voting securities of the Corporation so owned, controlled or directed, as of July 17, 2018.

Name	Number of Voting Securities	Type of Ownership	Percentage of Outstanding Common Shares
Donald A. Sheldon ⁽¹⁾	485,869 Common Shares	Direct and control or direction	16.48%
KWG Resources Inc. ⁽²⁾	535,450 Common Shares	Direct	18.16%

Note:

- (1) Donald A. Sheldon, a director of GoldTrain, exercises control and direction over 467,119 shares held by Suite 1800 Management Ltd. and 18,750 shares held by Second Sheldon Family Trust
- (2) Frank Smeenk, a director and the Chief Executive Officer and interim Chief Financial Officer of GoldTrain, exercises control over the shares held by KWG Resources Inc.

PART TWO

PARTICULARS OF MATTERS TO BE ACTED UPON AT THE MEETING

1. Financial Statements

The audited comparative financial statements of the Corporation for the years ended December 31, 2017 and December 31, 2016, together with the report of the auditors thereon, and the 2017 annual management’s discussion and analysis, all attached hereto as part of Appendix “C”, will be presented to the shareholders at the Meeting for their consideration.

2. Appointment of Auditors

Shareholders will be requested to: (i) re-appoint Palmer Reed, Chartered Accountants, as auditors of the Corporation to hold office until the earlier of the Effective Date and the next annual meeting of shareholders, and (ii) appoint UHY McGovern Hurley LLP, Chartered Professional Accountants, as auditors of the Corporation to hold office as at and from the Effective Date until the next annual meeting of shareholders and, in each case, to authorize the directors to fix their remuneration and the terms of their engagement.

It is being proposed that UHY McGovern Hurley LLP, Chartered Professional Accountants, be appointed as auditors of the Corporation as at and from the Effective Date in the place and stead of its current auditors, Palmer Reed, Chartered Accountants, in connection with the proposed business combination with Idaho Champion. UHY McGovern Hurley LLP, Chartered Professional Accountants, are currently the auditors of Idaho Champion. The appointment of UHY McGovern Hurley LLP is being made in reliance on the exemption from the change of auditor requirements found in paragraph 4.11(3) of National Instrument 51-102 “*Continuous Disclosure Obligations*” (“NI 51-102”) which applies where a new auditor is appointed in connection with a reorganization of the reporting issuer and no reportable event (as defined in NI 51-102) has occurred. See Part Four “*The Proposed Business Combination with Idaho Champion*”. Accordingly, no reporting package is required to be filed with securities regulators or distributed to shareholders.

To be approved, the resolution requires the affirmative vote of a majority of the votes cast on the resolution. Proxies received in favour of management will be voted in favour of the re-appointment of Palmer Reed until the earlier of the Effective Date or the next annual meeting of shareholders, and the appointment of UHY McGovern Hurley LLP as auditors of the Corporation to hold office as at and from the Effective Date until the next annual meeting of shareholders and the authorization of the directors, in each case, to fix the auditors’ remuneration and terms of engagement. Proxies received in favour of management will be voted in favour of the resolution, unless the shareholder has specified in a proxy that his, her or its GoldTrain Shares are to be withheld from voting in respect thereof.

3. Number of Directors

The Articles of the Corporation currently provide for the number of directors to be a minimum of three (3) and a maximum of eleven (11). There are currently three (3) directors, all of whom are standing for re-election. In addition, one (1) nominee of Idaho Champion is proposed to be elected at the Meeting. However, the business combination with Idaho Champion also contemplates that, on implementation of the business combination, two (2) of the current directors will resign in sequence and be replaced at a meeting of the directors by two (2) directors designated by Idaho Champion. Accordingly, the shareholders will be asked to consider and, if thought advisable, to increase the size of the Board to four (4) directors. The form of the proposed resolution is as follows:

“**BE IT RESOLVED THAT** the number of directors be set at four (4) until changed by the directors or the shareholders in accordance with the Corporation’s Articles, subject to the Corporation’s governing statute.”

To be approved, the resolution requires the affirmative vote of a majority of the votes cast on the resolution. Proxies received in favour of management will be voted in favour of setting the number of directors on the Board at four (4), unless the shareholder has specified in a proxy that his, her or its GoldTrain Shares are to be voted against or withheld from voting in respect thereof.

4. Changing the Number of Directors between Meetings

In order to provide some flexibility in the future for the Board to add qualified individuals as members of the Board of Directors of the Corporation between meetings of the shareholders and avoid the cost of calling a special meeting of the Shareholders to add such qualified individuals to the Board, the Shareholders will be asked to consider and, if thought advisable, to approve a special resolution to amend the Articles of the Corporation to authorize the Board from time to time between shareholder meetings to increase or decrease the number of directors within the minimum and maximum numbers of directors provided for the Articles – currently a minimum of three (3) and a maximum of eleven (11) – subject to the Corporation’s governing statute. The proposed special resolution is as follows:

“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT the Articles of the Corporation be amended, subject to the provisions of the corporate statute which governs the Corporation at the applicable time, and the directors of the Corporation be and they are hereby authorized and empowered to fix the number of directors from time to time within the minimum and maximum as provided in the Articles of the Corporation and any one officer or director be and is hereby authorized and directed to sign Articles of Amendment and such other documents, instruments and writings and to do such further and other things as such officer or director considers necessary or advisable in implementation of the foregoing and each such document, instrument and writing so signed and each such thing so done shall be deemed to be authorized hereby.”

The foregoing special resolution must be approved by no less than two-thirds (66 2/3%) of the votes cast by shareholders who vote in person or by proxy in respect of the special resolution at the Meeting. Proxies received by management will be voted in favour of the foregoing special resolution, unless the shareholder has specified in a proxy that his, her or its GoldTrain Shares are to be voted against or withheld from voting on the special resolution.

5. Election of Directors

The Corporation is required to have a minimum of three (3) and permitted to have a maximum of eleven (11) directors. The number of directors had previously been fixed by the Board at three (3). The current directors are Frank Smeenk, Carl McGill and Donald Sheldon. The terms of office of each director will expire on the date of the Meeting. All three of the current directors of the Corporation will be standing for re-election at the Meeting at which time it is proposed that Jonathan Buick will also be added to the board of directors. They will hold office as directors until the Effective Date, at which time Carl McGill and Frank Smeenk will resign in sequence and are expected to be replaced by Paul Fornazzari and Bruce Reid, respectively. On implementation of that transition, it is anticipated that the directors so elected or appointed, namely Jonathan Buick, Paul Fornazzari, Bruce Reid and Donald Sheldon will hold office until the next meeting of shareholders of GoldTrain (or New Idaho Champion) at which directors are elected.

The following table sets forth certain information concerning management’s nominees for election as directors, including the approximate number of GoldTrain Shares beneficially owned or controlled, directly or indirectly, by each of them, based upon information furnished by them to management of the Corporation.

Name of Proposed Nominee, Province and Country of Residence	Principal Occupation for Past Five (5) Years	Office or Position Held and Year First Elected a Director	Number of GoldTrain Shares of the Corporation Beneficially Owned, Directly or Indirectly, or Over Which Control and Direction Are Exercised	Number of Idaho Champion Shares Beneficially Owned, Directly or Indirectly, or Over Which Control and Direction are Exercised
Jonathan Buick Ontario, Canada	Owner and managing director Harp Capital Corp. (as advisory services company for the mining and mineral exploration industry)	Nominee	5,555	4,000,000
Paul Fornazzari Ontario, Canada	Partner, Fasken Martineau Walker LLP (a law firm) since 2015 and, prior thereto, Partner, Gowlings Lafleur Henderson LLP (a law firm)	Proposed director of New Idaho Champion	0	350,000
Carl McGill ¹ Ontario, Canada	Self-employed consultant	Director since October 2011	50,700	0
Bruce Reid Ontario, Canada	President and Chief Executive Officer of Bunker Hill Mining Corp. (formerly Liberty Silver Mining Corp.) (a mineral exploration company) since May 25, 2017 and, prior thereto, Executive Chairman of Carlisle Goldfields Limited (a mineral exploration company) from January 31, 2014 until January 6, 2016 and prior thereto, President and Chief Executive Officer thereof	Proposed director of New Idaho Champion - - Previous Director of the Corporation – first elected October 27, 2011 until May 22, 2013 and then re-elected December 29, 2015 until October 25, 2017	236,178	10,000,000

Name of Proposed Nominee, Province and Country of Residence	Principal Occupation for Past Five (5) Years	Office or Position Held and Year First Elected a Director	Number of GoldTrain Shares of the Corporation Beneficially Owned, Directly or Indirectly, or Over Which Control and Direction Are Exercised	Number of Idaho Champion Shares Beneficially Owned, Directly or Indirectly, or Over Which Control and Direction are Exercised
Donald A. Sheldon ¹ Ontario, Canada	Partner, Dickinson Wright LLP (a law firm) since September 2014 and, prior thereto, Executive Officer of Sheldon Huxtable Professional Corporation (a law firm)	Director of the Corporation – first elected April 27, 2009 until May 10, 2013 and then re-elected October 25, 2017	485,869	500,000
Frank Smeenk ¹ Ontario, Canada	President and Chief Executive Officer of KWG Resources Inc. (a mineral exploration company)	Director since October 2011	593,800	0

Notes:

- (1) Member of the audit committee of the Board (the “**Audit Committee**”).
- (2) The information as to residence, principal occupation and number of shares beneficially owned, not being within the knowledge of the Corporation, has been obtained from SEDI or furnished by the proposed directors individually.

Directors will be elected by the affirmative vote of a majority of the votes cast on the resolution and, except as described herein, will hold office until the next annual meeting of shareholders or until the directors' respective successors are duly elected or appointed. As mentioned above, the business combination with Idaho Champion contemplates that, prior to implementation of the business combination, one (1) additional director will be added to the board, then, on implementation of the business combination, some of the directors then in office will resign in sequence and be replaced at a meeting of the directors by individuals designated by Idaho Champion. On completion of that series of events, it is anticipated that the board of directors of New Idaho Champion will be comprised of Jonathan Buick, Paul Fornazzari, Bruce Reid and Donald Sheldon (with possibly another nominee of Idaho Champion). Reference is made to “*Part 4 – The Proposed Business Combination with Idaho Champion*” for information about the proposed directors to take office on or about the Effective Date.

The persons named in the accompanying form of proxy intend to vote the GoldTrain Shares represented thereby for the election of the nominees named above as directors of the Corporation, unless the shareholder has specified in the proxy that the GoldTrain Shares represented thereby are to be withheld from voting in respect thereof. Management has no reason to believe that any of the nominees named above will be unable or unwilling to serve as a director, but if that should occur for any reason prior to the Meeting, the persons named in the accompanying form of proxy shall have the right to vote for another nominee in such proxyholder’s discretion, unless the proxy withholds authority to vote for the election of directors.

6. Conversion of Debt

In connection with the proposed business combination with Idaho Champion, GoldTrain has entered into debt settlement agreements with certain of its creditors whereunder each such creditor will convert the GoldTrain debt held by such creditor into GoldTrain Shares at the conversion rate of \$0.08 per pre-consolidation share (equivalent to \$0.24 per Post-Consolidation GoldTrain Share) in conjunction with the reverse take-over with Idaho Champion. As at the date hereof, GoldTrain has entered into such shares-for-debt conversion letter agreements with its creditors holding, in the aggregate, approximately \$167,747 outstanding GoldTrain debt (which includes \$79,747 of recent cash advances). In the event that some or all of the Additional Cash Loans (up to \$76,330) are advanced to GoldTrain, it is anticipated that those creditors will agree to convert those debts into pre-consolidation shares of GoldTrain at the same rate, namely \$0.08 per share (equivalent to \$0.24 per Post-Consolidation GoldTrain Share). The conversion of this debt will be effective prior to the Proposed Consolidation. As well, GoldTrain has entered into letter agreements with two (2) creditors owed approximately \$342,327 by GoldTrain to forgive and release those debts in conjunction with the reverse take-over with Idaho Champion.

These debts are owed to individuals who are, and to corporations which are controlled by, certain directors of GoldTrain – namely: (i) Sheldon Huxtable Professional Corporation, a corporation controlled by Donald Sheldon, is owed \$342,327 in accounts payable and long-term debt; (ii) The Second Sheldon Family Trust, a family trust for which Donald Sheldon is the sole trustee, is owed \$57,747 for recent cash advances and \$99,440 of accounts receivable acquired for cash from Sheldon Huxtable Professional Corporation; and (iii) Carl McGill is owed \$22,000 from cash advances assigned to him. Sheldon Huxtable Professional Corporation has agreed, conditional upon completion of the Transactions, to forgive and release any claim for payment of all \$342,327 of historical accounts receivable and long-term debt.

As these are proposed “related party transactions” within the meaning of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“MI 61-101”), the Debt Conversion requires the approval of the majority of the votes cast by shareholders of GoldTrain excluding the shares held by “interested parties” to the proposed related party transactions or an exemption therefrom. Accordingly, disinterested shareholders of the Corporation will be asked to consider and, if thought advisable, to approve the Debt Conversion with an effective date prior to the Proposed Consolidation. The Debt Conversion is exempt from the valuation requirement of MI 61-101 as GoldTrain Shares are not listed on any of the prescribed stock exchanges. The form of the proposed resolution is as follows:

“BE IT RESOLVED THAT debt settlement agreements with various creditors (the “**Creditors**”) holding, in the aggregate, approximately \$167,747 outstanding GoldTrain debt (or, in the event that all of the Additional Cash Loans (up to \$76,330) are advanced, \$244,047) whereunder such creditors shall convert certain GoldTrain debt held by such creditors into approximately 2,096,837 pre-consolidation common shares in the capital of the Corporation (or, in the event that all of the Additional Cash Loans (up to \$76,330) are advanced, 3,050,587 pre-consolidation common shares in the capital of the Corporation) at the conversion rate of \$0.08 per pre-consolidation share be and are hereby ratified and approved and any one officer or director be and is hereby authorized and directed to sign such documents, instruments and writings and to do such further and other things as such officer or director considers necessary or advisable in implementation of the foregoing and each such document, instrument and writing so signed and each such thing so done shall be deemed to be authorized hereby.”

To be approved, the resolution requires the affirmative vote of a majority of disinterested shareholders of the Corporation cast on the resolution. Proxies received in favour of management will be voted in favour of the Debt Conversion, unless the shareholder has specified in a proxy that his, her or its GoldTrain Shares are to be voted against or withheld from voting in respect thereof.

7. Share Consolidation

As at the date hereof, the Corporation has 2,948,756 common shares issued and outstanding. In connection with the proposed business combination with Idaho Champion, it is proposed that the Corporation consolidate its shares, which will facilitate the Corporation's ability to complete the business combination, pursue a financing and pursue a listing of the Corporation's shares on an Exchange. Accordingly, management is of the view that it would be in the best interests of the Corporation to consolidate the common shares in the capital of the Corporation on the basis of one (1) new post-consolidation common share for every three (3) pre-consolidation common shares currently outstanding. No fractional shares will be issued in connection with the consolidation. If, as a result of the consolidation, a shareholder becomes entitled to a fractional share, such fraction will be rounded down to the nearest whole number. Upon the share consolidation becoming effective, the 2,948,756 (or, up to 5,999,343 if the Debt Conversion is approved and implemented (including all of the Additional Cash Loans but excluding any shares issuable on exercise of Special Warrants)) issued and outstanding shares as at the date hereof are expected to be consolidated into approximately 982,918 (or, up to 1,999,781 if the Debt Conversion is approved and implemented (including all of the Additional Cash Loans but excluding any shares issuable on exercise of Special Warrants)) issued and outstanding post-consolidation shares.

Concurrently with the sending of this Circular, the Corporation is sending to each holder of GoldTrain Shares a letter of transmittal (the "**Letter of Transmittal**") for completion, signature and return, together with such shareholder's share certificates for GoldTrain Shares, to the Corporation's Registrar and Transfer Agent, Computershare Trust Company of Canada. If the Proposed Consolidation is approved, the Corporation will file Articles of Amendment with the Director, Industry Canada (the "**Ministry**") immediately prior to Subco and Idaho Champion filing Articles of Amalgamation. Once a Certificate and Articles of Amendment and the Certificate and Articles of Amalgamation have been issued, the Corporation's Registrar and Transfer Agent, Computershare Trust Company of Canada, will send to each GoldTrain Shareholder who has returned a properly completed Letter of Transmittal and to each Idaho Champion Shareholder, new certificates representing the number of Post-Consolidation GoldTrain Shares to which such shareholder is entitled as a result of the consolidation and the Amalgamation. No delivery of a new share certificate to a shareholder will be made until the shareholder has surrendered his, her or its current issued certificates for GoldTrain Shares. Until surrendered, each share certificate formerly representing pre-consolidation common shares will be deemed for all purposes to represent the number of Post-Consolidation GoldTrain Shares to which such holder is entitled as a result of the consolidation. Any shareholder that has lost or misplaced a share certificate can, by following the procedures mandated by the Corporation's Registrar and Transfer Agent and by securing and paying for an appropriate indemnity bond, obtain a replacement share certificate.

The consolidation of the common shares will not give rise to a capital gain or a capital loss under the *Income Tax Act* (Canada) for a shareholder who holds common shares as capital property. The aggregate adjusted cost base to the shareholder of his, her or its new common shares immediately after the consolidation will be equal to the aggregate adjusted cost base of his, her or its common shares immediately before the consolidation.

The Corporation requests shareholders to consider and, if thought advisable, to approve a special resolution substantially in the form set out below:

“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The articles of the Corporation shall be amended such that the issued and outstanding common shares in the capital of the Corporation shall be consolidated on the basis of one (1) post-consolidation common share for every three (3) pre-consolidation common shares currently outstanding;
2. No fractional shares shall be issued upon the consolidation and in the case where the consolidation results in the shareholder of the Corporation otherwise becoming entitled to a fraction of a common share, a downward adjustment shall be made to the next whole number of post-consolidation common shares;
3. The effective date of such consolidation shall be the date shown on the Certificate and Articles of Amendment;
4. Any one director or officer of the Corporation be and is hereby authorized and directed for and on behalf of the Corporation (whether under its corporate seal or otherwise) to execute and deliver Articles of Amendment to effect the foregoing resolutions and all other documents and instruments and to take all such other actions as such officer or director may deem necessary or desirable to implement the foregoing resolutions and the matters authorized hereby, such determinations to be conclusively evidenced by the execution and delivery of such documents or other instruments or the taking of any such action; and
5. Notwithstanding the approval of the shareholders to the above resolutions, the directors of the Corporation may revoke the foregoing resolutions before they are acted on without any further approval of the shareholders of the Corporation.”

The foregoing special resolution must be approved by not less than two-thirds (66 2/3%) of the votes cast by shareholders who vote in person or by proxy in respect of the special resolution at the Meeting. Proxies received by management will be voted in favour of the foregoing special resolution, unless the shareholder has specified in a proxy that his, her or its GoldTrain Shares are to be voted against or withheld from voting on the special resolution.

8. Change of Name

In connection with the business combination with Idaho Champion, shareholders will be asked to consider and, if thought advisable, approve an amendment to the Articles of the Corporation that will change the name of the Corporation to “Idaho Champion Gold Mines Canada Inc.” or such other name as determined by Idaho Champion and approved by the GoldTrain Board, and is acceptable to governmental and regulatory authorities. The purpose for the change of name is to better align the name of GoldTrain with the principal business of the combined company following the Amalgamation, namely the business heretofore carried on by Idaho Champion.

The proposed special resolution is as follows:

“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The Corporation is authorized to amend its Articles under Section 173 of the *Canada Business Corporations Act* to change the name of the Corporation from GOLDTRAIN RESOURCES INC. to IDAHO CHAMPION GOLD MINES CANADA INC. or such other name as the board of directors may approve and is acceptable to governmental and regulatory authorities having jurisdiction.
2. Any officer or director of the Corporation be and is hereby authorized and directed to execute and deliver Articles of Amendment and to do all things and execute all documents required or advisable in order to carry out the said amendment.
3. Notwithstanding the approval of the shareholders to the above resolutions, the directors of the Corporation may revoke the foregoing resolutions before they are acted on without any further approval of the shareholders of the Corporation.”

The foregoing special resolution must be approved by no less than two-thirds (66 2/3%) of the votes cast by shareholders who vote in person or by proxy in respect of the special resolution at the Meeting. Proxies received by management will be voted in favour of the foregoing special resolution, unless the shareholder has specified in a proxy that his, her or its GoldTrain Shares are to be voted against or withheld from voting on the special resolution.

9. Approval of Amalgamation and Issuance of Exchange Shares

Under applicable corporate law, approval of the business combination with Idaho Champion, and more specifically the issuance of the Exchange Shares, can technically proceed with only the approval of the GoldTrain Board. There is no legal requirement for the GoldTrain Shareholders to approve the business combination, *per se*, nor the issuance of the Exchange Shares. However, many elements of the proposed business combination with Idaho Champion, such as the change of name of the Corporation, the consolidation of the GoldTrain Shares and the continuance of the Corporation into the Province of Ontario, do require shareholder approval and approval has been requested as set out in a number of the preceding resolutions. Accordingly, the GoldTrain Shareholders will be asked to consider and, if thought advisable, to approve the Amalgamation Agreement and the issuance of the Exchange Shares on the terms set out in the Amalgamation Agreement. A copy of the Amalgamation Agreement is attached hereto as Appendix “H”; it is also being filed on SEDAR and can be reviewed on GoldTrain’s profile at www.sedar.com. As at the date hereof, the anticipated number of Exchange Shares will be approximately 34,600,000 (based on 27,042,000 Idaho Champion Shares currently outstanding plus 4,000,000 Idaho Champion Shares to be issued for the Cobalt Claims and 3,558,000 Idaho Champion Shares to be issued to complete the Concurrent Financing). The form of the proposed resolution is as follows:

“BE IT RESOLVED THAT:

1. The Amalgamation Agreement and the issuance of the Exchange Shares on the terms set out in an Amalgamation Agreement dated July 16, 2018 among the Corporation, Idaho Champion Gold Mines Ltd. and GT Subsidiary Inc. be and are hereby approved.
2. Any officer or director of the Corporation be and is hereby authorized and directed to do all things and execute all documents required or advisable in order to carry out the Amalgamation Agreement and the issuance of the Exchange Shares in implementation of the Amalgamation.
3. Notwithstanding the approval of the shareholders to the above resolutions, the directors of the Corporation may revoke the foregoing resolutions before they are acted on without any further approval of the shareholders of the Corporation.”

To be approved, the resolution requires the affirmative vote of a majority of the votes cast on the resolution. Proxies received by management will be voted in favour of approving the Amalgamation Agreement and the issuance of the Exchange Shares, unless the shareholder has specified in a proxy that his, her or its GoldTrain Shares are to be voted against or withheld from voting on the resolution. In the event that the resolution is not approved, the GoldTrain Board will consider the voting results of all the matters on the agenda for the Meeting and may determine to proceed with the business combination and issuance of the Exchange Shares notwithstanding such non-approval.

10. Approval of Compensation Warrants

On the Effective Date, Sheldon Executive Services Inc., a corporation controlled by Donald Sheldon, a director, will be paid by New Idaho Champion an advisory fee comprised of 500,000 warrants, each such warrant entitling the holder to acquire one New Idaho Champion Share for \$0.50 at any time within 5 years after the date of completion of the Amalgamation. As this is a “related party transaction” within the meaning of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“**MI 61-101**”), it requires the approval of the majority of the votes cast by shareholders of GoldTrain excluding the shares held by “interested parties” to the proposed related party transaction or an exemption therefrom. It is exempt from the valuation requirement of MI 61-101 as GoldTrain Shares are not listed on any of the prescribed stock exchanges. Accordingly, disinterested shareholders of the Corporation will be asked to consider and, if thought advisable, to approve the issuance of Compensation Warrants as at and from the Effective Date. The form of the proposed resolution is as follows:

“**BE IT RESOLVED THAT** the Corporation, as at the Effective Date of the amalgamation between GT Subsidiary Inc. and Idaho Champion Gold Mines Ltd., pay an advisory fee to Sheldon Executive Services Inc. comprised of 500,000 warrants, each such warrant entitling the holder to acquire one Common Share of the Corporation for \$0.50 at any time within 5 years after the date of issuance of the said warrants.”

To be approved, the resolution requires the affirmative vote of a majority of disinterested shareholders of the Corporation cast on the resolution. Proxies received in favour of management will be voted in favour of the issuance of the Compensation Warrants as at and from the Effective Date, unless the shareholder has specified in a proxy that his, her or its GoldTrain Shares are to be voted against or withheld from voting in respect thereof.

11. Amendment and Approval of Stock Option Plan

The Corporation currently has a Stock Option Plan which was adopted on April 27, 2009 and provides for the awarding of stock options as incentives to directors, officers, employees and consultants, aggregating at any time up to 10% of the issued and outstanding common shares of the Corporation calculated at the time of any applicable grant of options. For a description of the terms of the Stock Option Plan, see “*Summary of Terms and Conditions of GoldTrain Stock Option Plan*” below. There are currently no options outstanding under the Stock Option Plan. It is proposed that the Stock Option Plan be amended and approved in the form attached hereto as Schedule B. The proposed amendments are of “housekeeping” nature and do not amend the Stock Option Plan in any substantive way. An amendment proposed and conditionally approved on June 26, 2013 was not implemented as the condition for such implementation (namely, implementation of a capital reorganization into subordinate voting shares and multiple voting shares) was not implemented.

Therefore, at the Meeting, shareholders of the Corporation entitled to vote on the matter will be asked to consider and, if thought advisable, pass an ordinary resolution to amend the Stock Option Plan (the “**Stock Option Plan Amendment Resolution**”), the full text of which is set out below.

“BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. The Stock Option Plan of the Corporation, as amended in the form attached to this Circular as Schedule B, providing, amongst other things, that the maximum number of common shares of the Corporation to be reserved for issuance under the Stock Option Plan, as amended, shall not exceed 10% of the issued and outstanding common shares of the Corporation calculated at the time of any applicable grant of options is hereby approved;
2. Any one director or officer of the Corporation is hereby authorized and directed to do all such acts and things and to execute and deliver under the corporate seal or otherwise all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to this resolution.”

The Board is recommending that shareholders vote in favour of the approval of the Stock Option Plan Amendment Resolution. The persons named in the enclosed form of proxy intend to vote FOR the Stock Option Plan Amendment Resolution unless the shareholder has specified in a proxy that his, her or its GoldTrain Shares are to be voted against or withheld from voting in respect thereof.

12. Continuing the Corporation into Ontario

In the event that the Transactions with Idaho Champion are implemented, the Corporation’s directors will all be resident in Ontario, its officers will all be resident in Ontario and both the Corporation’s and Amalco’s registered offices will be in Ontario. Accordingly, shareholders will be asked to consider and, if thought advisable, to authorize and approve the continuance of the Corporation out of the federal jurisdiction of Canada and into the jurisdiction of the Province of Ontario at any time following the Effective Date. The form of the special resolution that will be proposed at the Meeting is as follows:

“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. Pursuant to Section 188 of the *Canada Business Corporations Act*, the Corporation shall be authorized to continue in the Province of Ontario in accordance with Section 180 of the *Business Corporations Act* (Ontario) at any time following the Effective Date;
2. Any one director or officer of the Corporation be and is hereby authorized and directed for and on behalf of the Corporation (whether under its corporate seal or otherwise) to execute and deliver Articles of Continuance to effect the foregoing resolutions and all other documents and instruments and to take all such other actions as such officer or director may deem necessary or desirable to implement the foregoing resolutions and the matters authorized hereby, such determinations to be conclusively evidenced by the execution and delivery of such documents or other instruments or the taking of any such action; and
3. Notwithstanding the approval of the shareholders to the above resolutions, the directors of the Corporation may revoke the foregoing resolutions before they are acted on without any further approval of the shareholders of the Corporation.”

Shares in respect of which GoldTrain Shareholders have exercised a Dissent Right will be deemed to have been transferred to GoldTrain and such holders will cease to have any rights as

GoldTrain Shareholders other than the right to be paid the fair value of their GoldTrain Shares by GoldTrain. See “*Dissent Right*” below.

The foregoing special resolution must be approved by no less than two-thirds (66 2/3%) of the votes cast by shareholders who vote in person or by proxy in respect of the special resolution at the Meeting. Proxies received by management will be voted in favour of the foregoing special resolution, unless the shareholder has specified in a proxy that his, her or its GoldTrain Shares are to be voted against or withheld from voting on the special resolution.

Dissent Right

Any holder of Common Shares is entitled to be paid the fair value of all, but not less than all, of his securities in accordance with Section 190 of the CBCA if such holder dissents to the continuance of GoldTrain from federal jurisdiction of Canada to Ontario (the “**Continuance**”). A securityholder is not entitled to dissent with respect to such holder’s securities if such holder votes any of those shares in favour of the Continuance. Voting against or the execution or exercise of a proxy to vote against the Continuance does not constitute a written notice of dissent or objection for the purposes of the CBCA. A brief summary of the provisions of Section 190 of the CBCA is set out below. The following summary does not purport to provide comprehensive statements of the procedures to be followed by a Dissenting Shareholder under the CBCA. However, the CBCA requires adherence to the procedures set out therein and failure to do so may result in the loss of all of the dissenter's rights. **Accordingly, each securityholder who might desire to exercise their dissent right should carefully consider and comply with the applicable provisions of the CBCA and should also consult with his, her or its legal advisor.** A copy of Section 190 of the CBCA is attached as Appendix “F” hereto.

Section 190 of the CBCA

In order to exercise the right of dissent a Dissenting Shareholder must at or before the Meeting deliver to the Corporation a written objection pursuant to Section 190 of the CBCA with respect to the Continuance. After the Continuance is approved by the securityholders and if the Corporation notifies the Dissenting Shareholder of the Corporation’s intention to act upon the Continuance, the Dissenting Shareholder is then required, within 20 days after receiving such notice (or, if he does not receive such notice, within 20 days after learning of the approval of the Continuance), to send to the Corporation a written notice containing the holder's name and address, the number and class of securities in respect of which the holder dissents and a demand for payment of the fair value of such shares. Within 30 days thereafter, the holder must send to the Corporation, the certificates for the securities in respect of which the holder dissents. A Dissenting Shareholder must dissent with respect to all securities held by such shareholder. Failure to comply with the statutory procedure will disqualify the Dissenting Shareholder from pursuing or enforcing the right of dissent.

If the Continuance approved by the Continuance resolution becomes effective, the Corporation is required to determine the fair value of the GoldTrain Shares in respect of which the right of dissent has been exercised, and to make a written offer to pay such amount to the Dissenting Shareholder. If such offer is not made or, if made, is not accepted within 50 days after the Continuance becomes effective, the Corporation, may apply to the Court for an order requiring

such holder's securities to be purchased, fixing the price and terms of the purchase, and the Court may make such order and such consequential orders or directions as the Court considers appropriate. There is no obligation on the Corporation to make application to the Court. If the Corporation fails to make such application to the Court, the Dissenting Shareholder has the right to make the application to the Court within a further 20 days or such further period as the Court may allow.

The Dissenting Shareholder, if the procedure for exercising the right of dissent is followed properly (and not withdrawn), will be entitled to receive the fair value of the GoldTrain Shares in respect of which the right of dissent has been exercised, held by such holder as of the day before the Meeting or such later date on which the Continuance resolution is passed.

Address for Notice

All notices to the Corporation pursuant to Section 190 of the CBCA should be addressed to the Corporation's solicitors:

Dickinson Wright LLP
199 Bay Street, Suite 2200
Toronto, ON M5L 1G4
Attention: Donald A. Sheldon, Partner

Strict Compliance with Dissent Provisions Required

The foregoing summary does not purport to provide a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of his GoldTrain Shares. Section 190 of the CBCA requires strict adherence to the procedures established therein and failure to do so may result in the loss of all dissenters' rights. Accordingly, each securityholder who might desire to exercise the dissenters' rights should carefully consider and comply with the provisions of Section 190 of the CBCA, the full text of which is set out in Schedule "F" to this Circular, and consult such holder's legal advisor.

Other Business

While management of the Corporation is not aware of any other matter to be acted upon at the Meeting other than the foregoing items, if any other matter properly comes before the Meeting, it is intended that the proxies hereby solicited will be exercised upon any other matter or proposal in accordance with the judgment of the persons authorized to act thereunder.

PART THREE

COMPENSATION AND CORPORATE GOVERNANCE DISCLOSURE FOR GOLDTRAIN

The purpose of this section of the Circular is to disclose all compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Corporation to each Named Executive Officer (as defined herein) in accordance with Form 51-102F6 – *Statement of Executive Compensation*. The stated objective of Form 51-102F6 is to provide insight into executive compensation as a key aspect of the overall stewardship and governance of a

corporation and to help investors understand how decisions about executive compensation are made.

During the most recently completed financial year ended December 31, 2017, the following individual was the only Named Executive Officer of the Corporation:

Frank Smeenk, Chief Executive Officer (“CEO”) and Interim Chief Financial Officer (“CFO”)

Compensation Discussion and Analysis

The following describes, in accordance with NI 51-102, the compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Corporation, to each Named Executive Officer. Disclosure is required to be made in relation to each Named Executive Officer. Named Executive Officer means each of the following individuals: (a) a CEO; (b) a CFO; (c) each of the three (3) most highly compensated executive officers, or the three (3) most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose compensation was, individually, more than \$150,000 for that financial year; and (d) each individual who would have been a Named Executive Officer under clause (c) but for the fact that the individual was neither an executive officer of the Corporation, nor acting in a similar capacity, at the end of that financial year.

The Corporation does not have a compensation committee; the Board is responsible for determining all forms of compensation, including long-term incentives in the form of stock options, to be granted to the CEO and directors, and for reviewing the CEO’s recommendations respecting compensation of the other officers of the Corporation, to ensure such arrangements reflect the responsibilities and risks associated with each position. Because the Corporation has had limited financial resources and limited activities over the past few years, the Board’s policy for the past several years has been not to compensate its officers and directors. Considerations such as (i) recruiting and retaining executives critical to the success of the Corporation and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and the Corporation’s shareholders; and (iv) rewarding performance, both on an individual basis and with respect to operations in general, are not relevant in the current circumstances of the Corporation.

Summary Compensation Table

The table below details all of the compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, for the fiscal years ended December 31, 2017, 2016 and 2015, to the Named Executive Officers of the Corporation. Total compensation encompasses, as applicable, regular salary, dollar amount of option awards, non-equity incentive plan compensation which would include discretionary and non-discretionary bonuses, pension value with compensatory amounts for both defined and non-defined contribution retirement plans, and all other compensation which could include perquisites, tax gross-ups, premiums for certain insurance policies, payments resulting from termination, resignation, retirement or a change in control and all other amounts not reported in another column.

(Years Ended December 31, 2017, 2016 and 2015)

Name and principal position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Frank Smeenk, Chief Executive Officer and Interim Chief Financial Officer	2017	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL
	2016	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL
	2015	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth information concerning all option-based and share-based awards granted to the Named Executive Officers that were granted before, and remain outstanding as of, the end of the most recently completed financial year ended December 31, 2017.

Name	Option-based awards				Share-based awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Frank Smeenk, Chief Executive Officer and Interim Chief Financial Officer	NIL	N/A	N/A	NIL	NIL	NIL	NIL

Incentive Plan Awards – Value Vested or Earned During the Year

The following table provides information regarding the value on pay-out or vesting of incentive plan awards for the Named Executive Officers for each of the financial years ended December 31, 2017, 2016 and 2015.

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Frank Smeenk, Chief Executive Officer and Interim Chief Financial Officer	NIL	NIL	NIL

The terms of the Stock Option Plan are discussed in detail below under the heading “*Equity Compensation Plan Information*”.

Pension Plan Benefits

There are no pension plan benefits or other retirement benefits in place for any of the Named Executive Officers or directors.

Termination and Change of Control Benefits

There are no contracts, agreements, plans or arrangements that provide for payments to the Named Executive Officers at, following or in connection with, any termination, resignation, retirement, change in control of the Corporation or change in the Named Executive Officers’ responsibilities.

Under the Corporation’s stock option plan, all options expire 90 days after a person ceases to be an officer, director or consultant or leaves the employ of the Corporation (except for those engaged in investor relations activities, whose options expire 30 days after such termination). In the event of a change in control of the Corporation or in the event of a sale by the Corporation of all or substantially all of the property or assets of the Corporation, all optionees under the Stock Option Plan become entitled to exercise all options held by such optionee, whether or not vested at such time, within 90 days of the close of any such transaction.

Director Compensation Table

The following table sets forth information concerning the annual and long-term compensation in respect of the directors of the Corporation, other than the Named Executive Officers, during the financial years ended December 31, 2017, 2016 and 2015. For details of the compensation for Frank Smeenk, the Named Executive Officer who is also director of the Corporation, see disclosure in the “*Summary Compensation Table*”

Name and principal position	Year	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Carl McGill	2017	NIL	NIL	NIL	NIL	NIL	NIL	NIL
	2016	NIL	NIL	NIL	NIL	NIL	NIL	NIL
	2015	NIL	NIL	NIL	NIL	NIL	NIL	NIL
Donald A. Sheldon (1)	2017	NIL	NIL	NIL	NIL	NIL	NIL	NIL

Notes:

(1) Donald A. Sheldon was appointed to be a director on October 25, 2017.

Material Factors Necessary to Understand Director Compensation

Directors of the Corporation do not receive any compensation for attending meetings of the directors, meetings of the Audit Committee or meetings of the shareholders of the Corporation. The directors are eligible to be granted stock options, as described below under the heading “*Summary of Terms and Conditions of the GoldTrain Stock Option Plan*”.

Outstanding Share-Based Awards and Option-Based Awards

Directors are eligible to participate in the Stock Option Plan. Directors are not entitled to bonuses or to other non-equity incentive plans.

The following table sets forth certain information concerning option-based and share-based awards granted to directors other than NEOs and outstanding as of, the end of the most recently completed financial year ended December 31, 2017.

Name	Option-based awards				Share-based awards	
	Number of securities underlying unexercised options	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)	Number of shares or units of shares that have not vested	Market or payout value of share-based awards that have not vested (\$)
Carl McGill	NIL	N/A	N/A	NIL	NIL	NIL
Donald A. Sheldon ⁽¹⁾	NIL	N/A	N/A	NIL	NIL	NIL

Notes:

- (1) Donald A. Sheldon was appointed to be a director on October 25, 2017.

The following table provides information regarding the value on pay-out or vesting of incentive plan awards for the directors other than the NEOs for the financial year ended December 31, 2017.

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Carl McGill	NIL	NIL	NIL
Donald A. Sheldon ⁽¹⁾	NIL	NIL	NIL

Notes:

- (1) Donald A. Sheldon was appointed to be a director on October 25, 2017.

The terms of the Stock Option Plan are discussed in detail above under the heading “*Equity Compensation Plan Information*”.

Directors and Officers Liability Insurance

At December 31, 2017, the Corporation did not maintain any of group liability, directors and officers or other insurance for the protection of the directors and officers of the Corporation.

The Corporation intends to obtain directors' and officers' insurance following (or possibly prior to) completion of the Transactions.

Equity Compensation Plan Information

The following table sets out information as at December 31, 2017 with respect to the GoldTrain Stock Option Plan, which was the only compensation plan under which equity securities of the Corporation are authorized for issuance to employees or non-employees such as directors and consultants. For further information regarding the GoldTrain Stock Option Plan, see the section immediately below entitled "*Summary of Terms and Conditions of the GoldTrain Stock Option Plan*".

Summary of Terms and Conditions of the GoldTrain Stock Option Plan

The following is a summary of the principal terms of the GoldTrain Stock Option Plan, the purpose of which is to authorize the grant to service providers of the Corporation of options to purchase GoldTrain Shares and thus benefit the Corporation by enabling it to attract, retain and motivate service providers by providing them with the opportunity, through stock options, to participate in appreciation of the GoldTrain Share price. A copy of the GoldTrain Stock Option Plan (including proposed "housekeeping" amendments) is attached hereto as Appendix "B" hereto.

Long Term Incentive Plans (LTIP) Awards

The Corporation does not have a long-term incentive plan, other than stock options granted from time to time by the Board under the provisions of the Corporation's stock option plan.

Equity Compensation Plan Information

A stock option plan (the "**Stock Option Plan**") for the Corporation was adopted on April 27, 2009 at the Annual and Special Meeting held on that date. The purpose of the Stock Option Plan is to attract, retain and motivate directors, officers, key employees and consultants of the Corporation and to advance the interests of the Corporation by providing such persons with the opportunity to acquire an increased proprietary interest in the Corporation and thereby provide additional incentive for them to promote the success of the Corporation. Under the terms of the Stock Option Plan, the Board of the Corporation may, at its discretion, grant options to purchase common shares to directors, officers, employees and consultants of the Corporation, provided that: (i) no individual may be granted options for common shares exceeding 5% of the issued and outstanding common shares from time to time; (ii) the maximum aggregate number of common shares which may be reserved for issuance under the Stock Option Plan at any time may not exceed 10% of the number of the issued and outstanding common shares; (iii) the maximum number of common shares which may be reserved for issuance to insiders may not exceed 10% of the outstanding common shares at the date of the grant; (iv) the maximum number of common shares which may be issued to any one insider, and such insider's associates, in any 12-

month period is 5% of the outstanding common shares at the date of issuance; (v) the maximum number of common shares which may be issued to all insiders in any 12-month period is 10% of the outstanding common shares at the date of issuance; (vi) the maximum number of common shares which may be reserved to any one consultant is 2% of the number of common shares outstanding on the date of the grant; and (vii) the maximum number of common shares which may be reserved to all persons conducting investor relations activities is 2% of the number of common shares outstanding on the date of the grant.

Options granted under the Stock Option Plan are non-assignable and non-transferable. The option price per share granted under the Stock Option Plan may not be less than the closing market price for the common shares on the exchange on which the Corporation's shares are listed on the last day of trading immediately preceding the date on which the option is granted, less any applicable discount permitted by the rules and policies of the exchange. The maximum term of any option is five years from the date on which the option is granted. If a person to whom options have been granted ceases to be a director, officer or employee, such person must exercise his or her options before the earlier of the expiry date and ninety (90) days following the termination date, after which all of his or her outstanding options will expire, unless involving an optionee engaged in investor relations, in which case the period will be the earlier of the expiry date and thirty (30) days following termination. In the event of the death or permanent disability of a designated recipient, his or her estate may exercise the outstanding options before the earlier of the expiry date and twelve (12) months from the date of death, after which all of such options will expire. If an optionee is terminated for cause, such optionee's options will terminate on the date of termination. In the event of a change of control of the Corporation, then all unvested options shall vest immediately and shall be exercisable for ninety (90) days (or thirty (30) days if engaged in investor relations activities) following closing.

The maximum aggregate number of common shares under option at any time under the Stock Option Plan is a rolling 10% of the issued and outstanding common shares, namely a maximum of 294,875 common shares are currently reserved for issuance under the Stock Option Plan. As at the date hereof, no options to purchase common shares under the Stock Option Plan are outstanding and unexercised. The Stock Option Plan information in the following table is given as of December 31, 2017.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	NIL	N/A	294,875
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total	NIL	N/A	294,875

Indebtedness of Directors, Executive Officers and Employees

No individual who is or, at any time since the beginning of the most recently completed financial year, was a director, senior officer or employee of the Corporation, and no person who is a proposed nominee for election as a director of the Corporation, and no associate of any such director, senior officer, employee or proposed nominee, is or, at any time since the beginning of the last completed financial year, was indebted to the Corporation.

CORPORATE GOVERNANCE AND OTHER MATTERS

National Instrument 58-101- *Disclosure of Corporate Governance Practices*, establishes corporate governance guidelines which apply to all public companies. GoldTrain has reviewed its own corporate governance guidelines which comply with all applicable requirements.

THE BOARD

The Board of the Corporation and its senior management believe that the Corporation has established and operates in an environment of effective internal control with strong corporate governance structures and procedures in place. Carl McGill is an independent director within the meaning of the *Canada Business Corporations Act*. Frank Smeenk is not independent because he is the interim Chief Executive Officer and Chief Financial Officer of the Corporation and Donald Sheldon is not independent as he is a partner in a law firm which is legal counsel to the Corporation.

Certain of the directors (and proposed directors) are also directors of other reporting issuers (or the equivalent) in Ontario or in another jurisdiction within Canada as follows:

Director	Other Reporting Issuers
Frank Smeenk	Debut Diamonds Inc. KWG Resources Inc. MacDonald Oil Exploration Ltd. Fletcher Nickel Inc.
Donald Sheldon	KWG Resources Inc. Metalcorp Limited
Bruce Reid	Bunker Hill Mining Corp. Canuc Resources Corporation Debut Diamonds Inc. KWG Resources Inc. Satori Resources Inc. SGX Resources Inc. Telferscot Resources Inc.
Paul Fornazzari	NeoLithium Corp. Posera Limited

Mandate of the Board

The Board of the Corporation has assumed the responsibility for, among other things, enhancing shareholder value, reviewing and approving strategic plans and priorities, operating plans and capital budgets, senior management planning and succession, annual corporate performance and dividend policy. Some of these duties are delegated to committees as set out below. The Board

has delegated the authority to manage the day-to-day operations of the Corporation to senior management. All significant decisions that might affect the Corporation are brought before the Board for review and approval before they are implemented.

Chairman

The Corporation currently does not have a Chairman.

Orientation and Continuing Education

The Board has not had a formal continuing education program. However, the Board anticipates implementing a policy for encouraging continuing education program for directors. Under such a policy, new directors, when added, would be provided with access to information, including sufficient historical data, to become familiar with the Corporation and its operating facilities and assets, and to familiarize themselves with the procedures of the Board. All directors would be given the opportunity to visit the Corporation's offices with management and to interact with and request briefings from management in order to familiarize themselves with the business. All directors would be encouraged to become members of the Institute of Corporate Directors. Members of the Board may also engage outside consultants at the expense of the Corporation to review matters on which they feel they require independent advice.

Ethical Business Conduct

The Board considers effective communication between itself and the shareholders essential. The Board is responsible for reviewing the Corporation's annual and quarterly financial statements and other continuous disclosure documents such as management information circulars sent to shareholders for shareholder meetings. GoldTrain is committed to full, true and plain public disclosure of all material information in a timely manner in order to keep security holders and the investing public informed about the Corporation's activities. The objective is to ensure that communications to the investing public are timely, factual, accurate and broadly disseminated in accordance with all applicable legal and regulatory requirements.

Management is expected by the Board to comply with all statutes, regulations, and administrative policies applicable to GoldTrain, to supervise employees and consultants in such a manner as to be informed of their activities, to promote the free flow of information, and allow employees, consultants and others to anonymously report to any member of management or the board of directors on concerns involving accounting and other issues (protection of "whistleblowers"). Management is expected by the Board to report to the Board regarding any concerns with respect to the foregoing, which are of a material nature, whether or not a satisfactory resolution was already implemented by management, or which management believes are reasonably likely to arise in the future and which would be of a material nature.

Every director of GoldTrain who is in any way directly or indirectly interested in a contract or a proposed contract with GoldTrain must declare his or her interest at a meeting of the directors of GoldTrain in accordance with applicable law and then withdraw from that part of the meeting at which the proposed contract is considered by the remaining directors. Such a declaration should be made at the meeting of directors at which the question of entering into the contract is first considered, if his or her interest then exists, or in any other case at the first meeting of the directors after the acquisition of his or her interest and no director shall as a director vote in

respect of any contract or arrangement in which he or she is interested as aforesaid, and if he or she does so vote, his or her vote shall not be counted. Any materials prepared for a meeting of the Board and referencing the contract in question will be redacted for the director concerned and he or she will absent himself from all discussions at such meetings relating to the contract in question.

Nomination of Directors

The full Board is responsible for recommending candidates for nomination for election to the Board. The Board periodically and at least annually is expected to consider the composition of the Board, including the appropriate skills and characteristics required of the directors in the context of the business experience and specific areas of expertise of each current director. The Board is also responsible for recruiting and recommending candidates for election as directors when necessary. Candidates should be interviewed by individual members of the Board prior to their nomination for election as a director.

Compensation of Officers and Directors

The Board is responsible for reviewing and approving corporate goals and objectives relevant to executive compensation and evaluating performance relative to those goals and objectives. It has not constituted a compensation committee, rather it is the full Board which considers matters regarding compensation and makes recommendations regarding compensation. Performance is defined to include achievement of GoldTrain's strategic objective of growth and enhancement of shareholder value through increases in stock price. It is the responsibility of the Board as a whole to determine the level of compensation in respect of GoldTrain's senior executives with a view to providing such executives with a competitive compensation package having regard to responsibilities and performance. The total compensation from all sources, including salary, bonus, and stock options should be considered.

Other than as set forth above under the heading "*Director Compensation*", no compensation was paid to directors of GoldTrain during the fiscal years ended December 31, 2017, 2016 and 2015 in their capacities as directors and no standard or other compensation arrangements are in place for the directors in their capacities as directors. Except as disclosed in this Circular, there were no other arrangements for compensation of directors of GoldTrain as consultants or experts by GoldTrain or any of its subsidiaries during the most recently completed financial year.

Although there is currently no policy to pay fees to directors for acting as directors of GoldTrain, they may participate in the Stock Option Plan. Accordingly, their compensation is designed to align their interests with the returns to shareholders (see above under "*Equity Compensation Plan Information*"). In addition, certain directors receive fees for providing professional and other services.

Other Board Committees

The Board is legally obligated to have one committee, the Audit Committee. The Audit Committee supervises the adequacy of internal accounting controls and financial reporting practices and procedures and the quality and integrity of audited and unaudited financial statements, including through discussions with external auditors. Further information regarding the Audit Committee may be found under the heading "*Audit Committee*" below.

Assessments

The full Board is responsible for evaluating the performance of directors by annually reviewing the performance of nominees for re-election to the Board, with the objectives of: ensuring comprehensive and independent oversight of the management of GoldTrain, maintaining the directors' working relationship with management, and promoting open communication and disclosure by management of material information to the board of directors.

The Board is expected to monitor the effectiveness of the Audit Committee on an on-going basis and to require the Audit Committee to report to the Board on the proceedings of each Audit Committee meeting.

COMMITTEES OF THE BOARD

Audit Committee:

Audit Committee Charter

The text of the Audit Committee's charter is attached as Appendix "A" hereto. The Audit Committee's charter was adopted by the board of directors of Hall Train Entertainment Inc. a predecessor of GoldTrain (prior to its amalgamation with Goldwright Explorations Inc. to continue as GoldTrain Resources Inc. effective April 27, 2009). That charter continues as the Audit Committee charter for GoldTrain.

Composition and Independence of Audit Committee

The Audit Committee is currently composed of three (3) members, Carl McGill, Frank Smeenk and Donald Sheldon. Carl McGill is independent as defined in National Instrument 52-110 "Audit Committees" ("NI 52-110"). Frank Smeenk and Donald Sheldon are not independent. Prior to the resignation of Bruce Reid as a director on October 25, 2017, Bruce Reid was an independent member of the Audit Committee. It is anticipated that a new slate of members will be appointed to the Audit Committee on completion of the Transactions and, at that time, the composition of the Audit Committee is anticipated to be comprised of a number of members who are independent to comply with all applicable regulatory requirements.

Financial Literacy

MI 52-110 provides that an individual is "financially literate" if he or she has 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 the issuer's financial statements.

All of the current members of the Audit Committee are financially literate.

Relevant Education and Experience

Each Audit Committee member possesses certain education and experience which is relevant to the performance of his or her responsibilities as an Audit Committee member and, in particular, education or experience which provides the member with one or more of the following: an

understanding of the accounting principles used by the Corporation to prepare its financial statements; the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves; 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 the Corporation's financial statements, or experience actively supervising one or more individuals engaged in such activities; and an understanding of internal controls and procedures for financial reporting.

Carl McGill has served as a director of the Corporation since 2011. He has had experience as an officer and a director of other mining and mineral exploration companies, including experience in the preparation, analysis and evaluation of financial statements comparable to the breadth and complexity of the Corporation's financial statements.

Frank Smeenck has served as a director of the Corporation since 2011 working with other members of the Board responsible for the stewardship of the Corporation. He has had experience as an officer and a director of other mining and mineral exploration companies, including experience in the preparation, analysis and evaluation of financial statements comparable to the breadth and complexity of the Corporation's financial statements.

Donald Sheldon served as a director of the Corporation from 2009 to 2013 and was re-elected as a director of the Corporation on October 25, 2017 to fill the vacancy created by the resignation of Bruce Reid. Over the years, he has been involved in the active supervision of individuals who engaged in the preparation, analysis and evaluation of the Corporation's financial statements, and possesses an understanding of the internal controls of the Corporation and procedures for financial reporting. He has also had experience as an officer and a director of other mining and mineral exploration companies, as well as companies in other sectors of the economy, including experience in the preparation, analysis and evaluation of financial statements comparable to the breadth and complexity of the Corporation's financial statements.

Mandate

The mandate of the Audit Committee is to oversee the Corporation's financial reporting processes and to liaise with the external auditors. In addition to reviewing the financial controls of the Corporation which are its ongoing responsibility, the Audit Committee reviews the annual financial statements, quarterly financial statements, management's discussion and analyses and any other significant financial issues. The Audit Committee must satisfy itself that the mineral reserve and mineral resource reports (if any) are reasonable by conferring with the independent engineers or geoscientists who produced such reports. The Audit Committee is projected to consider annual and interim financial statements at least four (4) times a year and otherwise to meet as frequently and at such intervals as it determines is necessary to carry out its duties and responsibilities, including meeting separately with the external auditors.

Audit Fees

The following table sets forth the fees billed to the Corporation and its subsidiaries by Palmer Reed, Chartered Accountants, for services rendered in respect of the fiscal years ended December 31, 2017 and 2016:

PALMER REED	2017 (\$)	2016 (\$)
Audit fees	6,000	5,700
Audit-related fees	NIL	NIL
Tax fees	NIL	NIL
All other fees	NIL	NIL
Total	6,000	5,700

Reliance on Exemption

The Corporation is a venture issuer as defined in NI 52-110 and is relying on the exemption in section 6.1 of NI 52-110 relating to Part 3 “*Composition of Audit Committees*” and Part 5 “*Reporting Obligations*” of NI 52-110.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON AND INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Management is not aware of any material interest, direct or indirect, of any “informed person” of the Corporation, insider of the Corporation, proposed director, or any associate or affiliate of any informed person or proposed director, in any transaction since the commencement of the Corporation’s most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Corporation, except as set out below or otherwise described in this Circular. An “informed person” means (i) a director or executive officer of the Corporation or of a subsidiary of the Corporation, (ii) any person or company who beneficially owns, directly or indirectly, voting securities of the Corporation or who exercises control or direction over voting securities of the Corporation carrying more than 10% of the voting rights attached to all outstanding voting securities of the Corporation, (iii) a director or officer of a company that is itself an informed person of the Corporation or of a subsidiary of the Corporation, and (iv) any person who has been a director or officer of the Corporation at any time since the beginning the Corporation’s last fiscal year. Information relating to management companies has been supplied by the applicable officers and directors.

Certain corporate entities and consultants that are related to the Corporation’s officers and directors of persons holding more than 10% of the issued and outstanding common shares of the Corporation provide consulting and other services to GoldTrain. All transactions were conducted in the normal course of operations at the amount of consideration established and agreed to by the related parties.

Frank Smeenck provides services as Chief Executive Officer and Interim Chief Financial Officer of the Corporation. No compensation for Frank Smeenck has been paid or accrued.

In connection with the proposed business combination with Idaho Champion, GoldTrain has entered into debt settlement agreements with certain creditors whereby each such creditor will convert the GoldTrain debt held by such creditor into GoldTrain Shares at the conversion rate of \$0.08 per pre-consolidation share (equivalent to \$0.24 per Post-Consolidation GoldTrain Share) conditional on implementation in conjunction with the reverse take-over with Idaho Champion. As at the date hereof, GoldTrain has entered into such shares-for-debt conversion letter

agreements with its creditors holding, in the aggregate, approximately \$167,747 outstanding GoldTrain debt (which includes \$79,747 of recent cash advances). As well, GoldTrain has entered into letter agreements with two (2) creditors owed approximately \$342,327 by GoldTrain to forgive and release those debts conditional on implementation in conjunction with the reverse take-over with Idaho Champion.

These debts are owed to individuals who are, and to corporations which are controlled by, certain directors of GoldTrain – namely: (i) Sheldon Huxtable Professional Corporation, a corporation controlled by Donald Sheldon, is owed \$342,327 in accounts payable and long-term debt; (ii) The Second Sheldon Family Trust, a family trust for which Donald Sheldon is the sole trustee, is owed \$57,747 for recent cash advances and \$99,440 of accounts receivable acquired for cash from Sheldon Huxtable Professional Corporation; and (iii) Carl McGill is owed \$22,000 from cash advances assigned to him.

On the Effective Date, Sheldon Executive Services Inc. will be paid by New Idaho Champion an advisory fee comprised of 500,000 warrants, each such warrant entitling the holder to acquire one New Idaho Champion Share for \$0.50 at any time within 5 years after the date of completion of the Amalgamation.

Carl McGill has agreed to convert \$22,000 of loans owed to him by GoldTrain into GoldTrain Shares as part of the Debt Conversion.

Donald Sheldon controls each of Sheldon Huxtable Professional Corporation, Sheldon Executive Services Inc. and The Second Sheldon Family Trust. Sheldon Huxtable Professional Corporation has agreed to forgive \$342,327 in accounts payable and long-term debt and The Second Sheldon Family Trust has agreed to convert \$145,747 of debt owed by GoldTrain into GoldTrain Shares as part of the Debt Conversion.

Certain directors and proposed directors of GoldTrain own shares of Idaho Champion, as well as shares of GoldTrain – see “*Election of Directors*” above for their current shareholdings.

REGULATORY MATTERS, BANKRUPTCIES AND INSOLVENCIES

To the knowledge of the Corporation, other than as set out below, no nominee for director of the Corporation is, at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Corporation), that:

- (i) was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, that was issued while that person was acting as director, chief executive officer or chief financial officer - except Frank Smeenk who was (and continues to be) a director of Fletcher Nickel Inc. which was made the subject of orders to cease trading issued by the Ontario Securities Commission on May 20, 2015, by the British Columbia Securities Commission on May 11, 2015 and by the Alberta Securities Commission on August 20, 2015, which cease-trade orders on the securities of Fletcher Nickel Inc. remain in effect; or

- (ii) was subject to a cease trade order or similar order or an order that denied the relevant company access to any exemption under the securities legislation for a period of more than 30 consecutive days that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and that resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; or
- (iii) while that person was acting in the capacity as director, chief executive officer or chief financial officer or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets – except Bruce Reid who served as a director of Asia Now Resources Corp. (“ANR”) from June 2012 to January 2015 and Julio DiGirolamo, who served as Chief Financial Officer of ANR from August 2013 until August 2015, after which, in August 2015, a receiver was appointed to liquidate ANR’s assets.

PERSONAL BANKRUPTCIES, ETC.

To the knowledge of the Corporation, no nominee for director, nor any personal holding company of any such nominee, has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or became subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver manager or trustee appointed to hold the assets of the proposed director.

PENALTIES UNDER SECURITIES LEGISLATION

To the knowledge of the Corporation, no nominee for director, nor any personal holding company of any such nominee, has been subject to (a) any penalties or sanctions imposed by a court relating to securities legislation, or by a securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director, nor has any nominee for director entered into a settlement agreement with a securities regulatory authority.

PART FOUR

THE PROPOSED BUSINESS COMBINATION WITH IDAHO CHAMPION

Purpose of the Business Combination

The purpose of the business combination is to enhance shareholder value for the shareholders of each of GoldTrain and Idaho Champion. It is proposed that GoldTrain acquire all of the issued and outstanding shares of Idaho Champion, a private issuer with active operations and significant assets, by way of a three-cornered amalgamation, pursuant to which a wholly-owned Ontario-incorporated subsidiary of GoldTrain will amalgamate with Idaho Champion, with the resulting

amalgamated company being a wholly-owned subsidiary of GoldTrain and the Idaho Champion Shareholders receiving one Post-Consolidation GoldTrain Share in exchange for each Idaho Champion Share. GoldTrain will continue as the parent corporation and will change its name to better identify itself with Idaho Champion. It is anticipated GoldTrain will qualify for continued listing on the CSE. The corresponding benefit for Idaho Champion shareholders would be to enable Idaho Champion to gain access to public markets in order to raise the necessary capital to continue exploration and development of the Baner Project and the acquisition, exploration and development of other mineral exploration projects in Idaho, USA or elsewhere.

The Amalgamation was selected as the most appropriate method to effect Idaho Champion's goal of gaining access to the public markets to finance its Baner Project and to give shareholders liquidity for their interests in Idaho Champion. Pursuant to the Amalgamation, Idaho Champion will become a wholly-owned subsidiary of GoldTrain, a "reporting issuer" in Ontario, Alberta and British Columbia whose shares are freely tradeable. Pursuant to the Amalgamation, Idaho Champion shareholders will receive freely tradeable Post-Consolidation GoldTrain Shares in exchange for their Idaho Champion Shares.

Effect of the Business Combination

The proposed business combination is in effect a "reverse take-over" of GoldTrain by Idaho Champion. On completion of the Amalgamation and settlement of GoldTrain's current debt, (i) the former Idaho Champion Shareholders will own approximately 94.2% of New Idaho Champion and former GoldTrain Shareholders and GoldTrain debt holders who settle their current debts for GoldTrain Shares will hold approximately 5.8% of New Idaho Champion (assuming that no Idaho Champion Shares are issued for the acquisition of the Cobalt Project and no additional shares are issued after July 18, 2018 pursuant to the Concurrent Financing and assuming none of the Additional Cash Loans are advanced and converted to GoldTrain Shares and no Special Warrants are issued pursuant to the GoldTrain Concurrent Financing), and (ii) the former Idaho Champion Shareholders will own approximately 92.0% of New Idaho Champion and former GoldTrain Shareholders and GoldTrain debt holders who settle their debts for GoldTrain Shares will hold approximately 8.0% of New Idaho Champion (assuming that all 4,000,000 Idaho Champion Shares are issued for the acquisition of the Cobalt Project, 3,558,000 additional Idaho Champion Shares are issued pursuant to the Concurrent Financing and assuming all of the Additional Cash Loans are advanced and converted to GoldTrain Shares and 1,012,500 Special Warrants are issued pursuant to the GoldTrain Concurrent Financing and exercised into Post-Consolidation GoldTrain Shares). Amalco, the combined company resulting from the Amalgamation between Idaho Champion and Subco, will be a wholly-owned subsidiary of GoldTrain and will continue the Idaho Champion business of the acquisition, exploration and development of mineral exploration projects in Idaho, USA. GoldTrain will remain a reporting issuer and change its name to "Idaho Champion Gold Mines Canada Inc." or, if such name is not acceptable to one or more of the regulatory authorities, such other name determined by Idaho Champion with the approval of the GoldTrain Board. In addition, upon completion of the Amalgamation, the management of the Corporation will be re-organized. It is proposed that the current directors and officers of Idaho Champion, as well as other individuals nominated by Idaho Champion, will become the directors and officers of the Corporation.

For information about GoldTrain post-Amalgamation, see Part Six "*Disclosure Relating to New Idaho Champion (Post-Amalgamation)*".

Background

GoldTrain is a junior exploration company engaged in exploration for mineral deposits in the Northern Ontario region of Canada. GoldTrain continues to focus on the Missinabie and Nudulama properties and continues to consider expanding these properties or adding new properties to its portfolio. GoldTrain is in the early exploration stage with respect to all of its properties. GoldTrain has not presently determined whether any of its mineral rights contain mineral reserves that are economically recoverable. On completion of the Amalgamation, none of its current properties will be considered to be a material property. GoldTrain Shares are currently listed on the Canadian Securities Exchange under the trading symbol “GT”. See additional details under “*Disclosure Relating to GoldTrain Resources Inc.*” in Part Five.

Idaho Champion is a private issuer based in Ontario. Idaho Champion is focused on the acquisition, exploration and development of mineral exploration projects in Idaho, USA. The Baner Project, located in Idaho County, Idaho, is Idaho Champion’s flagship project. The project is located in a mining friendly jurisdiction that affords developed infrastructure and easy access. The Idaho Champion Board identified GoldTrain as an appropriate corporation with which to enter into a business combination for this purpose. See additional information under “*Disclosure Relating to Idaho Champion Gold Mines Ltd.*” in Part Five.

Letter Agreement

On November 20, 2017, Idaho Champion and GoldTrain entered into a binding letter agreement (the “**Letter Agreement**”) which set forth the terms and conditions of a “three-cornered amalgamation” pursuant to which (i) GoldTrain would incorporate a wholly-owned Ontario subsidiary, Subco; (ii) GoldTrain would acquire all of the issued and outstanding shares of Idaho Champion in exchange for Post-Consolidation GoldTrain Shares on a one-for-one basis; and (iii) Subco and Idaho Champion would amalgamate to form a wholly-owned subsidiary of GoldTrain, to be named Idaho Champion Gold Mines Ltd.. Pursuant to the Letter Agreement, GoldTrain agreed to consolidate its outstanding shares on a 1:3 basis, prior to the Amalgamation to settle most of its debts by issuing GoldTrain Shares at a rate of \$0.08 per pre-consolidation share, and to change its name to Idaho Champion Gold Mines Canada Inc. GoldTrain issued a press release with Idaho Champion on November 21, 2017 to announce the Letter Agreement.

Amalgamation Agreement

Idaho Champion, GoldTrain and Subco proceeded to negotiate a definitive agreement. The Amalgamation Agreement was signed on July 19, 2018 and dated as of July 16, 2018. The Amalgamation was confirmed as an appropriate method to effect the proposed business combination for the reasons outlined below under “*Recommendations of the Board*”. GoldTrain and Idaho Champion issued a press release announcing the execution and delivery of the Amalgamation Agreement on July 20, 2018. See “*The Amalgamation Agreement*” below.

Lock-up Agreements

Idaho Champion and one of the largest single GoldTrain Shareholders, KWG Resources Inc., have entered into a voting and support agreement, sometimes referred to as a lock-up agreement, pursuant to which such shareholder irrevocably agrees to vote or cause all 535,450 GoldTrain Shares beneficially owned by such shareholder to be voted in favour of the resolutions to be

proposed at the Meeting. The shareholder also covenanted not to directly or indirectly solicit, assist or encourage proposals, offers or business combinations from or enter into discussions or negotiations with any other person or entity regarding any acquisition, disposition, merger, arrangement, take-over bid, liquidation or other business combination or similar Transactions regarding GoldTrain. The lock-up agreement terminates five days after the Amalgamation Agreement is terminated in accordance with its terms.

In addition, three other shareholders of GoldTrain holding 769,919 GoldTrain Shares have entered into similar lock-up agreements.

The aggregate number of GoldTrain Shares subject to lock-up agreements is 1,305,369 or approximately 44.3% of the issued and outstanding GoldTrain Shares. It is anticipated that additional shareholders may enter into lock-up agreements with Idaho Champion after the date hereof.

Debt Settlement Agreements

As at the date hereof, GoldTrain has entered into debt settlement agreements with a substantial number of its creditors whereunder each such creditor agreed to convert the GoldTrain debt held by such creditor into GoldTrain Shares at the conversion rate of \$0.08 per pre-consolidation share. As at the date hereof, GoldTrain has entered into letter agreements with its creditors holding, in the aggregate, approximately \$167,747 of outstanding GoldTrain debt. The conversion of this debt is conditional on implementation of the reverse take-over of Idaho Champion on or before September 30, 2018. See also “*Shares for Debt Conversion*” below.

In addition, GoldTrain has also entered into debt settlement agreements with creditors owed approximately \$342,327 by GoldTrain whereby such creditors have agreed to forgive such debt conditional on implementation of the reverse take-over of Idaho Champion on or before September 30, 2018.

Timing

If the Meeting and the Idaho Champion Meeting are held as scheduled and if all of the conditions to the completion of the Amalgamation are satisfied or waived, the Amalgamation will be implemented by filing Articles of Amalgamation and by the Director under the OBCA issuing a Certificate of Amalgamation. The Effective Date of the Amalgamation will be the date on the Certificate of Amalgamation and is expected to be on or about August 23, 2018.

Recommendations of the Board

The GoldTrain Board has reviewed the terms of the proposed Amalgamation and has unanimously determined that the Amalgamation is in the best interests of GoldTrain and is fair to the GoldTrain Shareholders. Accordingly, the GoldTrain Board unanimously recommends that shareholders vote **FOR** the re-appointment of Palmer Reed, Chartered Accountants, Toronto Ontario, as auditors until the Effective Date and the appointment of UHY McGovern Hurley LLP, Chartered Professional Accountants, Toronto, Ontario as at and from the Effective Date, **FOR** the change in the number of directors, **FOR** the delegation of authority to the Board to set the number of directors from time to time, **FOR** the election of the nominees of the Board as directors; **FOR** the Debt Conversion, **FOR** the Proposed Consolidation, **FOR** the change of

name to “Idaho Champion Gold Mines Canada Inc.”, **FOR** the proposed Amalgamation and the issuance of the Exchange Shares, **FOR** the approval of the GoldTrain Stock Option Plan, **FOR** the issuance of the Compensation Warrants, and **FOR** the continuance of the Corporation into Ontario under the OBCA at any time following the Effective Date.

In the course of its evaluation of the Amalgamation, the GoldTrain Board consulted with senior management and legal counsel and reviewed a significant amount of information, including information derived from due diligence reviews of Idaho Champion. The Board’s recommendation was made after consideration of all of the factors noted below and in light of such Board’s collective knowledge of the business, financial condition and prospects of both companies.

The decision of the GoldTrain Board to approve the Amalgamation and to recommend it to the GoldTrain Shareholders was reached after consideration of many factors, including the following:

- (i) Providing GoldTrain with an interest in the acquisition, exploration and development of highly prospective mineral exploration projects including the Baner Project and the first known drill program on the Baner Project in Idaho, USA, as well as the Cobalt Project, the Champagne Project and other mineral exploration opportunities.
- (ii) Providing GoldTrain with a management team highly experienced in mineral exploration and mining in the United States.
- (iii) Providing GoldTrain with a Board, executive officers and advisors experienced in raising capital for mining exploration and development companies in the United States.
- (iv) Providing GoldTrain with larger capitalization and capital to proceed with exploration and development of the Baner Project, as well as the Cobalt Project, the Champagne Project and other mineral exploration projects.
- (v) Providing increased liquidity for GoldTrain Shareholders due to a wider distribution of GoldTrain Shares and an anticipated higher profile for the Corporation.
- (vi) Idaho Champion recently completed a series of private placements by issuing 8,942,000 common shares at US\$0.20 per share for aggregate proceeds of US\$1,788,400.
- (vii) Prior to the press release issued on November 21, 2017 (which resulted in a “halt” to trading of GoldTrain shares on the CSE), GoldTrain’s shares last traded on the CSE on November 13, 2017 at \$0.08 per pre-consolidation share (equivalent to \$0.24 per Post-Consolidation GoldTrain Share).
- (viii) If the Transactions are completed, GoldTrain will benefit from forgiveness of approximately \$342,327 of debt.

- (ix) GoldTrain could benefit from up to \$76,330 of Additional Cash Loans if such amounts are advanced.
- (x) If the Transactions are completed, GoldTrain will benefit from approximately \$167,747 of indebtedness, accounts payable and accrued liabilities (or \$244,047 if all of the Additional Cash Loans are advanced) being settled by the issuance of pre-consolidation shares at \$0.08 per share (equivalent to \$0.24 per Post-Consolidation GoldTrain Share).
- (xi) If the GoldTrain Concurrent Financing is completed and the Consolidation, the Amalgamation and other conditions of the Special Warrants are satisfied on or before the Outside Date, GoldTrain could benefit from up to \$1,200,000 of additional gross proceeds therefrom in the event that all 5,000,000 Special Warrants are issued and exercised into Post-Consolidation GoldTrain Shares.

The Board also considered that it has retained the ability to accept a Superior Proposal. Under the Amalgamation Agreement, the Board remains able to respond, in accordance with its fiduciary duties, to unsolicited proposals that are more favourable to GoldTrain Shareholders than the Amalgamation.

The Board also considered that registered shareholders who oppose the business combination may exercise their Dissent Rights under the CBCA (in respect of the special resolution relating to continuance of GoldTrain into Ontario in the case of GoldTrain Shareholders) or under the OBCA (in respect of the Amalgamation in the case of Idaho Champion Shareholders), as the case may be, and be paid the fair value of their GoldTrain Shares or their Idaho Champion Shares, as the case may be.

The summary of the information and factors considered by the Board as set out above and below is not, and is not intended to be, exhaustive.

Determination regarding Fairness Opinions

In similar transactions, the boards of directors of corporations proposing to enter into a business combination sometimes retain outside financial advisors to deliver a fairness opinion. A fairness opinion generally states that, subject to the analysis, assumptions, qualifications and limitations set forth therein, the offered consideration is fair, from a financial point of view, to the relevant shareholders.

The GoldTrain Board has determined that: (i) the Board was able to make its own recommendations as to the fairness of the Amalgamation, from a financial point of view, to the GoldTrain Shareholders based on the facts and circumstances surrounding the Transactions; (ii) the cost involved in procuring a fairness opinion would be wasteful in the circumstances; and (iii) taking into consideration the overall size of the Transactions, the cost of procuring a fairness opinion could not be justified. In the opinion of GoldTrain's Board, obtaining a fairness opinion would not be accretive in value to the GoldTrain Shareholders or of any meaningful assistance in considering the Transactions.

THE AMALGAMATION AND OTHER ELEMENTS OF THE BUSINESS COMBINATION

The Amalgamation

The Amalgamation is of a type often referred to as a “three-cornered amalgamation”. Because GoldTrain and Idaho Champion are incorporated under two different governing corporate statutes, namely, the CBCA and the OBCA, respectively, they cannot complete an amalgamation between them until one has transferred to the other’s jurisdiction. Instead, GoldTrain agreed to incorporate a wholly-owned subsidiary under the OBCA, now incorporated and named GT Subsidiary Inc. (“**Subco**”), and then Subco and Idaho Champion will amalgamate to form Amalco (to continue with the name Idaho Champion Gold Mines Ltd.) which will be wholly-owned by GoldTrain and which will continue to carry on the business of acquisition, exploration and development of mineral exploration projects in Idaho, USA, currently carried on by Idaho Champion. At the time of the Amalgamation, GoldTrain will acquire all of the issued and outstanding shares in the capital of Idaho Champion by issuing to Idaho Champion Shareholders Post-Consolidation GoldTrain Shares on a one-for-one basis and, as a result, the former Idaho Champion Shareholders will hold a substantial majority of the issued and outstanding shares in the capital of GoldTrain (proposed to be renamed Idaho Champion Gold Mines Canada Inc.). The Amalgamation will result in a “reverse take-over” of GoldTrain by Idaho Champion.

Procedure for the Amalgamation to Become Effective

The Amalgamation is proposed to be carried out pursuant to section 175 of the OBCA. The following procedural steps, among others, must be taken in order for the Amalgamation to become effective:

- (i) all conditions precedent to the Amalgamation set forth in the Amalgamation Agreement must be satisfied or waived by the appropriate party;
- (ii) GoldTrain, as the sole shareholder of Subco, must approve the Amalgamation;
- (iii) Idaho Champion Shareholders must approve the Amalgamation by a vote of at least 66 2/3% of the votes cast;
- (iv) a Certificate of Amendment of the Articles of GoldTrain must be issued under the CBCA in order to effect the Proposed Consolidation and the change of name of the Corporation; and
- (v) the Articles of Amalgamation in the form prescribed by the OBCA must be filed with the Director under the OBCA.

The Amalgamation will become effective when the Director under the OBCA issues the Certificate of Amalgamation.

Approvals Necessary for the Amalgamation

The Amalgamation must be approved by not less than 66 2/3% of the votes cast by the holders of Idaho Champion Shares present in person or represented by proxy at the Idaho Champion Meeting.

GoldTrain will approve the Amalgamation in its capacity as sole shareholder of Subco by way of a written resolution.

No approval of the Amalgamation, *per se*, by the shareholders of GoldTrain is technically required. See “*Item 9. Approval of Amalgamation and Issuance of Exchange Shares*” in Part Two hereof. However, pursuant to the provisions of the CBCA, the approval of GoldTrain shareholders is required in respect of the Proposed Consolidation, the change of name of GoldTrain, and the change in the number of directors of GoldTrain and such approvals are proposed to be obtained at the Meeting. Approval will also be sought at the Meeting for the continuance of GoldTrain into Ontario which, if implemented, would take place well after completion of the Amalgamation.

Reasons for the Amalgamation

Benefits for GoldTrain Shareholders and Other Considerations

The decision of the GoldTrain Board to approve the Amalgamation and to recommend it to the GoldTrain Shareholders was reached after consideration of many factors, including those set out above under the heading “*Recommendations of the Board*”.

Conditions Precedent to Amalgamation

The parties’ obligations to complete the Amalgamation are subject to specified conditions set out in the Amalgamation Agreement including, but not limited to, the following (any of which may be waived in whole or in part by the parties):

- (a) The representations and warranties of the parties in the Amalgamation Agreement shall have been accurate as at and as of the closing, the parties shall have fulfilled their respective covenants set out in the Amalgamation Agreement and no material adverse changes in the business of any party shall have occurred;
- (b) GoldTrain Shareholders shall have approved and GoldTrain shall have implemented the Proposed Consolidation;
- (c) GoldTrain shall have taken all steps necessary to arrange and implement agreements with GoldTrain’s creditors on or before the Closing:
 - (i) to obtain releases for accounts payable and long-term debt of approximately \$342,327 or other confirmation that such debt is statute-barred;
 - (ii) to settle unbilled accounts for legal fees at \$88,000 (plus HST) and obtain agreement(s) to convert same (excluding HST which shall be paid in cash) into

GoldTrain Shares at \$0.08 per pre-consolidation share or into Post-Consolidation GoldTrain Shares at \$0.24 per share;

- (iii) to obtain agreements to convert not less than \$79,747 of recent cash loans (and any other Additional Cash Loans (up to an aggregate of \$76,330)) advanced by directors and companies related to such directors into GoldTrain Shares at \$0.08 per pre-consolidation share or into Post-Consolidation GoldTrain Shares at \$0.24 per share;
- (d) Each of the officers and directors of GoldTrain and Subco designated by Idaho Champion shall have tendered their resignations as such to be effective on acceptance by the respective boards of directors of GoldTrain and Subco;
- (e) Completion of the Concurrent Financing by Idaho Champion for aggregate gross proceeds of up to US\$2,500,000 (or such other amount as may be determined by Idaho Champion with the consent of GoldTrain) at a price of US\$0.20 per Idaho Champion Share, although Idaho Champion has no obligation to complete the balance of the Concurrent Financing;
- (f) GoldTrain Shareholders shall have approved the issuance of the Exchange Shares and Idaho Champion Shareholders shall have approved the Amalgamation without shareholders holding more than 5% of such GoldTrain Shares or Idaho Champion Shares, respectively, exercising their rights of dissent or, if such thresholds have been exceeded, neither Idaho Champion's Board or GoldTrain's Board shall have determined to terminate the Amalgamation;
- (g) On the Effective Date, accept sequentially the resignations of Frank Smeenck and Carl McGill as directors of GoldTrain and cause the appointment of Paul Fornazzari and Bruce Reid (and such other individual as may be designated by Idaho Champion prior to the Effective Date) as directors of GoldTrain to sequentially fill each vacancy created by such resignations and any additional vacancies which will be created on the Effective Date;
- (h) On the Effective Date, accept the resignations of Frank Smeenck as an officer of GoldTrain and appoint Jonathan Buick as Chief Executive Officer and Julio DiGirolamo as Chief Financial Officer of New Idaho Champion;
- (i) GoldTrain shall have maintained its status as "reporting issuer" in Ontario, Alberta and British Columbia;
- (j) GoldTrain shall have changed its name to "Idaho Champion Gold Mines Canada Inc.", or such other name as may be acceptable to applicable regulatory authorities and acceptable to Idaho Champion;
- (k) GoldTrain shall have filed all tax returns required to be filed by GoldTrain or by Subco and paid all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not entered into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency;

- (l) GoldTrain shall not have declared nor paid any dividends or other distributions or returns of capital on GoldTrain Shares or Post-Consolidation GoldTrain Shares from the date of this Agreement until the Effective Date without the prior consent of Idaho Champion.; and
- (m) On the Effective Date, GoldTrain shall have issued 500,000 warrants (with a term of 5 years and an exercise price of \$0.50 per New Idaho Champion Share) to Sheldon Executive Services Inc. (or as it may otherwise direct) as payment for advisory services.

Amendments to Articles of GoldTrain

It is proposed that, in conjunction with the Amalgamation, the Articles of GoldTrain will be amended:

- (i) to consolidate GoldTrain's common shares on a 1:3 basis;
- (ii) to authorize the Board to increase or decrease the number of directors between shareholder meetings; and
- (iii) to change the name of the Corporation to "Idaho Champion Gold Mines Canada Inc."

The Certificate and Articles of Amendment of GoldTrain effecting the foregoing must be issued prior to the Certificate of Amalgamation of Amalco.

Reorganization of Management of GoldTrain and Continuance into Ontario

It is proposed that management of GoldTrain will be re-organized on or immediately prior to the Effective Date with a view to ensuring that the composition of the Board of Directors of GoldTrain following the Amalgamation shall be individuals designated by Idaho Champion with appropriate industry, finance, accounting and public company experience. Accordingly, one nominee of Idaho Champion, namely Jonathan Buick, will be elected at the Meeting. As well, on or about the Effective Date of the Transactions, it is proposed that Frank Smeenck and Carl McGill, directors of GoldTrain, will resign in sequence with Paul Fornazzari and Bruce Reid, respectively, being appointed in their place; each director proposed by Idaho Champion (as described in this Circular) will become a director of GoldTrain as vacancies arise from each consecutive sequential resignation of the current GoldTrain directors. Bruce Reid is proposed to be Chairman of the Board. The officers of GoldTrain are to be determined by Idaho Champion but are anticipated to include Jonathan Buick as President and CEO, Julio DiGirolamo as CFO and Donald Sheldon as Secretary.

Following the Effective Time, New Idaho Champion's directors will all be resident in Ontario, its officers will all be resident in Ontario and its registered office will be in Ontario. Accordingly, provided that GoldTrain Shareholders so approve at the Meeting, the Corporation will be continued out of the federal jurisdiction of Canada and into the jurisdiction of the Province of Ontario at some appropriate time following the Effective Date. The registered and head office of the Corporation will be located at 401 Bay Street, Suite 2702, Toronto, ON, M5H 2Y4.

Shares for Debt Conversion

It is anticipated that, on or prior to the Effective Date, creditors holding approximately \$167,747 of GoldTrain debt (or, up to \$244,047 if all of the Additional Cash Loans are advanced to GoldTrain) will convert their debt into GoldTrain Shares at the conversion rate of \$0.08 per pre-consolidation share. Such shares will be subject to the Proposed Consolidation and the conversion rate after the Proposed Consolidation will effectively be \$0.24 per share (which is comparable to US\$0.20 per share, the price used in the private placement completed by Idaho Champion in late 2017 and from time to time in 2018).

Concurrent Financing

Idaho Champion and GoldTrain have agreed to use their reasonable best efforts to continue with the Concurrent Financing by way of private placements to be completed by Idaho Champion on or before the Effective Date of up to an aggregate of US\$2,500,000 (of which US\$1,788,400 has been completed as of July 18, 2018) (or such other amount as Idaho Champion may determine with the consent of GoldTrain) at a price of US\$0.20 per Idaho Champion Share.

GoldTrain Concurrent Financing

Idaho Champion and GoldTrain have agreed to use their reasonable best efforts to proceed with the GoldTrain Concurrent Financing by way of private placements to be completed by GoldTrain on or before the Effective Date of up to an aggregate of \$1,200,000 (of which \$nil has been completed as of the date of this Circular) (or such other amount as GoldTrain may determine with the consent of Idaho Champion) at a price of \$0.24 per Special Warrant. Conditional on completion of the Consolidation and the Amalgamation, each such Special Warrant is exercisable, for no additional consideration, into one Post-Consolidation GoldTrain Share.

Exchange Listing

Depending on the size and breadth of Idaho Champion's private placement, the size and breadth of the GoldTrain Concurrent Financing and other factors, it is anticipated that New Idaho Champion will qualify for continued listing of its shares on the CSE immediately or shortly after completion of the Transactions. New Idaho Champion will provide its full cooperation and assistance to adopt, execute and deliver to the Exchange promptly and without delay any and all documentation prepared by Idaho Champion for such purposes.

Fees, Costs and Expenses

GoldTrain and Idaho Champion estimate that they will incur combined fees and related expenses in the aggregate amount of approximately \$200,000 if the Transactions are completed including, without limitation, legal fees, regulatory filing fees, stock exchange fees, all disbursements of advisors and the costs of preparing, printing and mailing this Circular.

Dissenting Shareholders

GoldTrain Shareholders do not have a Dissent Right in respect of the business combination with Idaho Champion. Nevertheless, GoldTrain Shareholders have a right of dissent under section 190 of the CBCA with respect to the proposed continuance of the Corporation from federal

jurisdiction into Ontario. GoldTrain Shares in respect of which GoldTrain Shareholders shall have exercised a Dissent Right will be deemed to have been transferred to GoldTrain and such holders will cease to have any rights as GoldTrain Shareholders other than the right to be paid the fair value of their GoldTrain Shares by GoldTrain. See “*Dissent Right*” in Part Two hereof and see Appendix “F” to this Circular.

Idaho Champion Shareholders will have a right of dissent under the OBCA in respect of the Amalgamation which is substantially the same as the right of dissent under the CBCA. Idaho Champion Shares in respect of which Idaho Champion Shareholders have exercised a “dissent right” will be deemed to have been transferred to Idaho Champion and such holders will cease to have any rights as Idaho Champion Shareholders other than the right to be paid the fair value of their Idaho Champion Shares by Idaho Champion.

Procedure to Obtain New Share Certificates

Concurrently with the sending of this Circular, the Corporation is sending to each holder of GoldTrain Shares a Letter of Transmittal for completion, signature and return, together with such shareholder’s share certificates for GoldTrain Shares, to the Corporation’s Registrar and Transfer Agency, Computershare Trust Company of Canada. If the Proposed Consolidation and change of name are approved, the Corporation will file Articles of Amendment with the Director, Industry Canada (the “**Ministry**”) immediately prior to Subco and Idaho Champion filing Articles of Amalgamation. Once a Certificate and Articles of Amendment and the Certificate and Articles of Amalgamation have been issued, the Corporation’s Registrar and Transfer Agent, Computershare Trust Company of Canada, will send to each GoldTrain Shareholder who has delivered a properly completed Letter of Transmittal and applicable certificates for GoldTrain Shares and to each Idaho Champion Shareholder, new certificates representing the number of Post-Consolidation GoldTrain Shares to which such shareholder is entitled as a result of the consolidation and the Amalgamation. No delivery of a new share certificate to a shareholder will be made until the shareholder has surrendered his, her or its current issued certificates for GoldTrain Shares. Until surrendered, each share certificate formerly representing pre-consolidation common shares will be deemed for all purposes to represent the number of Post-Consolidated GoldTrain Shares to which such holder is entitled as a result of the consolidation. Any shareholder that has lost or misplaced a share certificate can, by following the procedures mandated by the Corporation’s Registrar and Transfer Agent and by securing and paying for an appropriate indemnity bond, obtain a replacement share certificate.

THE AMALGAMATION AGREEMENT

On July 19, 2018, GoldTrain, Idaho Champion and Subco (the “**Parties**”) signed the Amalgamation Agreement dated as of July 16, 2018, a copy of which is attached hereto as Appendix “H”. As well, a copy is being filed with the Canadian securities regulatory authorities on the System for Electronic Document Analysis and Retrieval (SEDAR) and may be viewed free of charge under GoldTrain’s company profile at www.sedar.com. The following description of certain material provisions of the Amalgamation Agreement is a summary only, is not comprehensive and is qualified in its entirety by reference to the full text of the Amalgamation Agreement.

Conditions Precedent to the Amalgamation

The Amalgamation Agreement provides that the obligations of each Party to complete the transactions contemplated by the Amalgamation Agreement is subject to the satisfaction or, if permissible, waiver of certain conditions, the most significant of which are set out above under “*Conditions Precedent to Amalgamation*”.

Representations and Warranties

The Amalgamation Agreement contains customary representations and warranties of each of GoldTrain and Idaho Champion relating to matters that include, among other things: board approval, organization, authority relative to the Amalgamation Agreement, no violations, consents, capitalization, reporting status and securities laws matters, financial statements, absence of undisclosed liabilities, no material adverse effect, tax matters, compliance with laws, licences, insurance, environmental, interests, operational matters, non-arm’s length transactions, reports, no defaults, employment agreements, brokers’ fees, litigation, books and records, material contracts and non-competition agreements.

Covenants

(a) Conduct of Businesses

In the Amalgamation Agreement, the Parties agreed to certain customary negative and affirmative covenants relating to the operation of their respective businesses between the date of execution of the Amalgamation Agreement and the Effective Date, including that GoldTrain will maintain its status as a “reporting issuer” in good standing and Idaho Champion will use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and management as a group and to maintain its business relationships.

(b) Pre-Closing Obligations

Each of the Parties agreed to perform all obligations required or reasonably desired to be performed by it under the Amalgamation Agreement, to reasonably co-operate with the other Parties in connection with the Amalgamation Agreement and to do all such other acts and things as may be necessary or reasonably desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in the Amalgamation Agreement.

(c) Management Changes

The Parties agreed that upon completion of the Amalgamation:

- (i) the New Idaho Champion Board shall consist of four (4) directors nominated by Idaho Champion: -- namely Jonathan Buick, Paul Fornazzari, Bruce Reid and Donald Sheldon and any other individuals to be nominated by Idaho Champion before the Effective Date; Bruce Reid is expected to be appointed Chairman of the Board; and

- (ii) the officers of New Idaho Champion will be: (i) Jonathan Buick, President and Chief Executive Officer; (ii) Julio DiGirolamo, Chief Financial Officer; and (iii) Donald Sheldon, Secretary.

(d) No Solicitation

GoldTrain and Idaho Champion each agreed that it will not, except as permitted by the Amalgamation Agreement, directly or indirectly, solicit or initiate any inquiries or proposals regarding, in the case of GoldTrain, an Acquisition Proposal or, in the case of Idaho Champion, a Merger Proposal.

Superior Proposals/Superior Merger Proposals

Neither Board is prevented from considering, negotiating, approving or recommending to its shareholders a *bona fide* written Acquisition Proposal or Merger Proposal, as the case may be, (i) in respect of which the Board determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be necessary for such Board to take such action in order to avoid breaching its fiduciary duties, and (ii) in respect of which the Board determines in good faith, after consultation with financial advisors, it would result in a transaction more favourable to its shareholders than the Amalgamation (any such Acquisition Proposal being referred to as a “**Superior Proposal**”, in the case of GoldTrain, or any such Merger Proposal being referred to as a “**Superior Merger Proposal**”, in the case of Idaho Champion).

GoldTrain and Idaho Champion each agreed that it will immediately notify the other Party, in writing, of any Acquisition Proposal or Merger Proposal, as the case may be, or any amendment to the foregoing, or any inquiry that could reasonably be expected to lead to an Acquisition Proposal or a Merger Proposal, or any request for non-public information relating to the Party in connection with an Acquisition Proposal or a Merger Proposal, as the case may be, or for access to the properties, books or records of such Party by any Person that informs such Party that it is considering making such a proposal.

Subject to the terms of the Amalgamation Agreement, GoldTrain or Idaho Champion, as the case may be, may not accept, approve or recommend or enter into any agreement, understanding or arrangement in respect of a Superior Proposal or a Superior Merger Proposal unless: (i) it has provided the other Party with a copy of the proposal document; and (ii) five business days shall have elapsed from the date GoldTrain or Idaho Champion, as the case may be, received written notice advising it that the GoldTrain Board or the Idaho Champion Board, as the case may be, has determined that, in compliance with its fiduciary duties, it should accept, approve, recommend or enter into an agreement, understanding or arrangement in respect of such Superior Proposal or Superior Merger Proposal, as the case may be.

During such five business day period, each Party will provide the other with a reasonable opportunity to consider, discuss and offer amendments to the Amalgamation Agreement. The GoldTrain Board or the Idaho Champion Board, as the case may be, will review any offer by Idaho Champion or GoldTrain to amend the terms of the Amalgamation Agreement in good faith in order to determine, in its discretion in the exercise of its fiduciary duties, whether the amended offer results in the Acquisition Proposal or Merger Proposal not being a Superior Proposal or a Superior Merger Proposal, as the case may be, as compared to the amended offer. If such Board so determines, the Parties will enter into an amended agreement reflecting the amended offer.

The Parties have agreed that each successive material amendment to an Acquisition Proposal or a Merger Proposal will be considered a new proposal, and will initiate a new five business day notice period.

INTERESTS OF INSIDERS, PROMOTERS OR CONTROL PERSONS IN THE BUSINESS COMBINATION

The officers, directors, promoters, other insiders and “informed persons” of GoldTrain will be treated in the same manner under the proposed business combination as all other GoldTrain Shareholders except as follows. Certain directors (namely Carl McGill, currently owed \$22,000), or entities controlled by directors (namely, Second Sheldon Family Trust, controlled by Donald Sheldon and owed \$145,747), who are owed money by GoldTrain for recent cash loans or for services provided will convert approximately \$167,747 of such debts (or, up to \$244,047 if all Additional Cash Loans are advanced) to pre-consolidation shares of GoldTrain at a rate of one such share for each \$0.08 owed by GoldTrain. Certain other creditors related to Donald Sheldon, a director, will forgive and release approximately \$342,327 of indebtedness owed by GoldTrain. On completion of the Amalgamation, Sheldon Executive Services Inc., a private corporation controlled by Donald Sheldon, a director of GoldTrain, will receive Compensation Warrants.

To the knowledge of the Corporation, all officers, directors, promoters and other insiders of Idaho Champion will be treated in the same manner under the proposed business combination as all other Idaho Champion Shareholders.

REGULATORY, SECURITIES AND TAX MATTERS AND APPROVALS

Reporting Issuer Status and Listing

Upon completion of the Transactions, GoldTrain will continue under the name “Idaho Champion Gold Mines Canada Inc.” (or other name chosen by Idaho Champion and approved by the GoldTrain Board) and will continue to be a reporting issuer in the Provinces of Ontario, British Columbia and Alberta. As the board of directors, officers and registered office of Idaho Champion Gold Mines Canada Inc. and its wholly-owned subsidiary (i.e. Amalco) will be principally based in Ontario, it is also anticipated that the Corporation will at a subsequent date transfer its jurisdiction from federal to Ontario and be continued under the OBCA.

The Corporation will use its best efforts to obtain all necessary regulatory approvals and to complete its application to the CSE to have its Post-Consolidation Shares listed on the CSE within a reasonable period following the Effective Date. As of the date of this Circular, the Corporation has commenced an application to the CSE but has not yet delivered all required documentation and it has not received conditional approval from the CSE to list and post its Post-Consolidation Shares for trading.

Securities Law Considerations

The following information is in respect of Post-Consolidation GoldTrain Shares to be distributed by the Corporation pursuant to the Amalgamation to holders of Idaho Champion Shares. The following information does not constitute advice to, and should not be relied upon as such by,

holders of any securities of GoldTrain or Idaho Champion. All securityholders should seek the advice of legal, tax and financial advisors in respect of the matters referred to herein.

Distributions of Post-Consolidation GoldTrain Shares

(a) Residents of Canada

The distribution of Post-Consolidation GoldTrain Shares pursuant to or as a result of the Amalgamation (but, for certainty, not any GoldTrain Shares issued on the Debt Conversion or in exchange for Special Warrants) will be exempt from the prospectus and registration requirements of securities legislation in each province and territory of Canada. Subject to certain disclosure and regulatory requirements and to customary restrictions applicable to distributions of shares from “control holdings,” Post-Consolidation GoldTrain Shares issued pursuant to the Amalgamation may be freely sold in each province and territory in Canada subject only, in certain circumstances, to the usual conditions that no unusual effort has been made to prepare the market or create demand for the Post-Consolidation GoldTrain Shares and that no extraordinary commission or consideration is paid in respect of any trade, and, if the seller is an insider, the seller has no reasonable grounds to believe that GoldTrain is in default of securities legislation.

GoldTrain Shares issued in respect of the Debt Conversion, as reduced in number by the Proposed Consolidation, will be subject to a four-month hold period. GoldTrain Shares issued in exchange for Special Warrants on completion of the Amalgamation will be subject to a four-month hold period commencing on the date on which the applicable underlying Special Warrants were originally issued.

(b) Non-Residents of Canada (including U.S. Residents)

The distribution of Post-Consolidation GoldTrain Shares pursuant to or as a result of the Amalgamation will constitute distributions of securities. This issuance has not been and will not be registered or otherwise qualified for distribution under the laws of any jurisdiction outside of Canada and, in particular, have not and will not be registered under the U.S. Securities Act. Securityholders of GoldTrain who are not residents of Canada must consult with legal counsel to determine the restrictions or requirements of the applicable securities laws in the jurisdiction in which the securityholder resides on the acquisition of, and any subsequent resale or disposition of, Post-Consolidation GoldTrain Shares.

PART FIVE

DISCLOSURE RELATING TO PRE-AMALGAMATION COMPANIES

DISCLOSURE RELATING TO GOLDTRAIN RESOURCES INC.

The following information reflects the current business, financial and share capital position of GoldTrain.

Documents Incorporated by Reference

The following documents are specifically incorporated by reference into and form an integral part of this Circular. The financial statements and related MD&A listed in items (i) and (ii) below are also appended to this Circular as Appendix “C”. The Amalgamation Agreement referred to in item (iii) is appended to this Circular as Appendix “H”.

- (i) Audited annual comparative financial statements of GoldTrain for the years ended December 31, 2017 and 2016, together with the MD&A for such year;
- (ii) Unaudited comparative financial statements of GoldTrain for the interim three-month period ended March 31, 2018, together with the MD&A for such period;
- (iii) The Amalgamation Agreement; and
- (iv) The Baner Project Technical Report.

The above-listed documents are, or will be as at or following the date of mailing this Circular, available for viewing free of charge at www.sedar.com under GoldTrain’s company profile.

All audited consolidated financial statements, management’s discussion and analysis, material change reports (other than confidential reports) and all other documents of the type referred to above filed by GoldTrain with the Canadian securities regulatory authorities on SEDAR at www.sedar.com after the date of this Circular and before the date of the Meeting are deemed to be incorporated by reference into this Circular.

Any statement contained in this Circular or in any other document incorporated by reference in this Circular shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is deemed to be incorporated by reference in this Circular 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 which 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.

Overview

Incorporation, Name and Address

GoldTrain (formerly Goldwright Explorations Inc.) was incorporated by Articles of Incorporation filed under the *Canada Business Corporations Act* as a private corporation on March 17, 1997 pursuant to the provisions of the CBCA. Pursuant to a Certificate of Amendment dated December 22, 2000, the Corporation removed the share transfer restrictions and “private company” restrictions contained in its Articles. Following a reorganization and amalgamation of Goldwright Explorations Inc. with Hall Train Entertainment Inc. on April 27,

2007, Hall Train Entertainment Inc. and Goldwright Explorations Inc. filed articles of amalgamation under the *Canada Business Corporations Act* for the resulting company, GoldTrain Resources Inc. The Corporation's registered office is located at Suite 2200, 199 Bay Street, Toronto, ON, M5L 1G4.

Reporting Issuer

GoldTrain is a reporting issuer in the Provinces of Ontario, British Columbia and Alberta.

Listing

GoldTrain Shares are currently listed on the CSE under the ticker symbol "GT".

Company

GoldTrain is a corporation incorporated under the CBCA. GoldTrain is a junior exploration company engaged in exploration for mineral deposits in the Northern Ontario region of Canada. The Corporation is in the early exploration stage with respect to all of its properties.

Intercorporate Relationships

GoldTrain has no subsidiaries other than Subco, which was incorporated under the OBCA on January 9, 2018.

General Development of the Business

GoldTrain's principal business is the acquisition and exploration of mineral exploration properties. The Corporation has mineral properties in Northern Ontario, namely the Missinabie and Nudulama properties. The Corporation has not presently determined whether any of its mineral rights contain mineral reserves that are economically recoverable. The exploration and development of mineral deposits involves significant financial risks. The Corporation is dependent on the success of its financing activities, as well as its exploration and development efforts. The success of the Corporation will be influenced by a number of factors, including exploration and extraction risks, regulatory issues, environmental regulations and other matters.

Recent developments

The Corporation has focused on the Missinabie and Nudulama properties and expanding these properties or adding new properties to its portfolio.

At GoldTrain's Annual and Special Meeting of shareholders on December 29, 2015, the shareholders approved a consolidation of its issued and outstanding common shares, warrants and options. The board of directors determined that the ratio for the proposed share consolidation be completed on a basis of 20 pre-consolidated shares, warrants or options for each post-consolidation share, warrant or option. On April 29, 2016, the Corporation filed Articles of Amendment to complete that consolidation.

Mineral properties

Some mineral properties which GoldTrain owns are those formerly owned by Goldwright Explorations Inc. In addition, in 2010 GoldTrain acquired or entered into agreements to acquire some additional claims adjoining or close to its Missinabie Property and in 2011 acquired the Nudulama Property.

GoldTrain has focused on mineral exploration in Northern Ontario. The 100% owned Brackin Gold Property (also known as the “Missinabie”) now consists of 7 claims of which 6 are contiguous (covering approximately 1,142 hectares) in Brackin and Leeson Townships, Sault Ste Marie Mining Division, Ontario located 100 km northeast of Wawa, Ontario. In 2011, the Company acquired a 100% interest in 11 patented and 11 leased claims in Leeson Township (Nudulama Property) approximately 85 kilometers northeast of Wawa, Ontario. The patented claims are adjacent to the Missinabie Property. GoldTrain had previously acquired 2 additional staked claims (25 units covering approximately 400 hectares) adjoining the Nudulama property to the north.

The Corporation has been focusing on the Missinabie and Nudulama Properties, as well as considering expanding these properties or adding new properties to its portfolio.

Technical reports prepared in accordance with National Instrument 43-101 have been prepared for the Brackin Gold Property. They may be found on the Company’s site on SEDAR at www.sedar.com.

Exploration activities

Missinabie Property: In the summer of 2009, the Corporation undertook a channel-sampling program on its 100% owned Missinabie Property. A total of 14 samples were taken, the highlights of which are as follows:

1. 21.6 grams per tonne gold (“g/t Au”) over a channel length of 2.0 m
(Samples 439253 and 439254)
2. 10.59 g/t Au over a channel length of 3.00 m including 27.9 g/t Au over 1.0 m
(Samples 439258, 439259 and 439260)
3. 9.82 g/t Au over a channel length of 0.65 m
(Sample 439255)
4. 5.69 g/t Au over a channel length of 2.0 m including 10.85 g/t Au over 1 m
(Samples 439256 and 439257)
5. 2.11 g/t Au over a channel length of 3.0 m including 5.04 g/t Au over 1 m
(Samples 429261, 429262 and 429263)

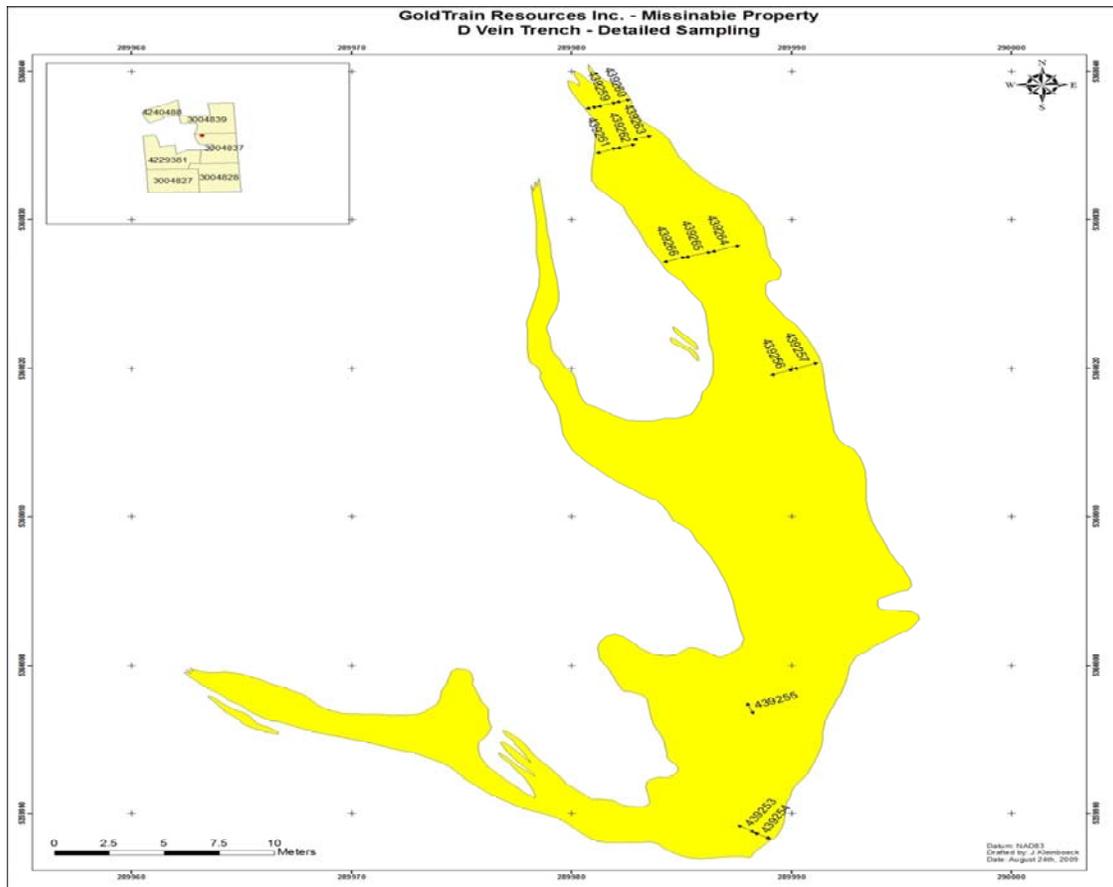
6. 0.65 g/t Au over a channel length of 3.0 m including 0.9 g/t Au over 1 m

(Samples 439264, 439265 and 439266)

All samples returned significant gold values ranging from a low of 0.27 g/t Au to a high of 27.9 g/t Au. The sample locations are shown in map set out below and the recent mapping has demonstrated that there is considerable potential to expand the widths of high grade values particularly in the hinge zone and along the limbs. The surface exposure of the D-vein consists of a folded quartz vein that averages approximately 3 m in width along an exposed strike length of 80 m. The veining and associated mineralization obtains widths of greater than 6 m at the hinge of the fold.

The complete results of the channel sampling program are shown in the table below.

Sample #	Vein	Length (m)	g/t Au	oz/t Au
439253	D-vein Hinge	1.00	22.6	0.66
439254	D-vein Hinge	1.00	20.6	0.60
439255	D-vein Hinge	0.65	9.82	0.29
439256	D-vein East Limb	1.00	10.85	0.32
439257	D-vein East Limb	1.00	0.53	0.02
439258	D-vein East Limb	1.00	27.9	0.81
439259	D-vein East Limb	1.00	1.08	0.03
439260	D-vein East Limb	1.00	2.79	0.08
439261	D-vein East Limb	1.00	1.01	0.03
439262	D-vein East Limb	1.00	5.04	0.15
439263	D-vein East Limb	1.00	0.27	0.01
439264	D-vein East Limb	1.00	0.9	0.03
439265	D-vein East Limb	1.00	0.47	0.01
439266	D-vein East Limb	1.00	0.59	0.02



In March 2010, the Corporation announced the assay results from its Phase 1 diamond-drilling program on its Missinabie Property. The program consisted of 623 m of drilling in four (4) drill holes along a strike length of approximately 200 m. The drill holes tested the “D vein” and “D structure” for near-surface mineralization to a maximum vertical depth of 125 m. The “D structure” is a north-south trending shear zone that is part of a larger system of north-south and east-west trending shear zones that host significant gold mineralization, most notably the former gold-producing Renabie Mine (historical production of 5,583,000 tons with an average grade of approximately 0.20 oz Au/ton).

Drill hole MI10-01 tested the “D Vein” where significant gold mineralization was encountered during a trenching and sampling program completed by GoldTrain (see press release dated September 9, 2009). Drill holes MI10-02 through MI10-04 tested the “D structure” over a strike length of 200 m; three holes encountered significant gold mineralization.

1. Drill hole MI10-03 intersected multiple zones including:
 - 24.80 m grading 0.56 g/t Au, including a higher grade interval within this zone grading 2.55 g/t Au over 2.20 m, and
 - 2.00 m grading 0.62 g/t Au.

2. Drill hole MI10-02 intersected multiple zones of gold mineralization including 3.40 m grading 1.09 g/t Au, 5.60 m grading 0.47 g/t Au, and 9.00 m grading 0.31 g/t Au.
3. Drill hole MI10-01 intersected 1.51 m grading 0.67 g/t Au.

Hole #	Easting	Northing	From	To	Interval (m)	Grade (g/t Au)
MI-01	289952	5360048	7.23	8.74	1.51	0.667
MI-02	289802	5360176	15.90	19.30	3.4	1.09
			26.60	32.20	5.6	0.47
			62.70	71.70	9	0.31
MI-03	289866	5360108	20.50	22.50	2	0.62
			33.40	58.20	24.8	0.56
	including		56.00	58.20	2.2	2.55
MI-04	289911	5360023			No significant values	

The Phase 1 program has successfully identified the presence of significant gold mineralization encountered at shallow depths. These results will help to identify and prioritize additional drill targets for a Phase 2 diamond drilling program. Those exploration activities led the Corporation to stake additional claims adjoining its original claim block.

In January 2012, GoldTrain received assay results from a recently completed channel sampling program on the Missinabie/Nudulama claims currently held by GoldTrain. Highlights include 2.12 g/t Au over a length of 8.8 meters (Samples 266857 to 266865) and 3.96 g/t Au over 1.3 meters (sample 266871). Some of the highest individual sample results occurred in massive Tonalite at the northern and southern edges of the exposed bedrock (samples 266857 and 266871 respectively) which leaves the width of gold bearing zone open for expansion.

Complete channel sample results from the portal area are detailed in the Table below:

Sample Number	Grade g/t Au	Width (m)	Notes
266857	5.96	1.00	Massive Tonalite
266858	0.749	1.00	Massive Tonalite
266859	1.26	0.80	Massive Tonalite
266860	0.866	1.20	Sheared Tonalite
266861	4.92	1.00	Sheared Tonalite
266862	0.234	1.30	Sheared Tonalite
266863	3.89	0.70	Massive Qtz. Vein

Sample Number	Grade g/t Au	Width (m)	Notes
266864	1.095	1.00	Massive Qtz. Vein
266865	1.105	0.80	Massive Qtz. Vein
266866	0.046	1.20	Sheared Tonalite
266867	0.016	1.00	Sheared Tonalite
266868	0.005	1.50	Sheared Tonalite
266869	0.01	1.50	Sheared Tonalite
266870	0.481	1.50	Massive Tonalite
266871	3.96	1.30	Massive Tonalite

In September 2011, GoldTrain completed the purchase of a 100% interest in 11 patented claims in Leeson Township approximately 85 kilometers northeast of Wawa, Ontario (the “**Patented Claims**”) from Lithium One Inc. (the “**Vendor**”). The Patented Claims are adjacent to the Renabie Mine Property and adjacent to GoldTrain’s Missinabie Property.

As part of the same agreement, in December 2011 GoldTrain completed the purchase of 2 mining leases comprised of 11 leased claims, which are located a few kilometers north of the Patented Claims. The transfer of the leased claims was subject to the consent of the Ontario Ministry of Northern Development, Mines and Forestry. All required consents were obtained and the Leased Claims were transferred from the vendor to GoldTrain.

The Nudulama property acquired by GoldTrain is reported to have a historical resource of 369,000 tons at an average grade of 0.13 oz/t Au (47,000 contained ounces of gold). The east zone of the historic Nudulama property was already 100%-owned by GoldTrain and is reported to have a historic resource of 53,000 tons at an average grade of 0.13 oz/t Au (6,900 contained ounces of gold). This would give the combined properties a historical resource of 422,000 tons above the 650 feet level containing approximately 54,000 contained ounces of gold (Tenoga Consultants Inc. 1988). *(These historical resource estimates pre-dated NI 43-101 and, accordingly, are non-compliant with the requirements of NI 43-101 and, therefore, cannot be relied upon. A qualified person, as defined in NI-43-101, has not performed sufficient work on the Nudulama Property to classify the historical resource estimates as mineral resources or mineral reserves. GoldTrain is not treating the historical resource estimates as current mineral resources or mineral reserves.)*

The Nudulama property was developed during the 1947-1951 period at which time a shaft was sunk to the 1050-foot level. In 1985 to 1987, a ramp was developed down to the 150-foot level and approximately 85,000 tons of ore was shipped to Kidd Creek as smelter flux. The portal for the ramp and the shaft are situated on the claims currently held by GoldTrain while the underground workings are on both sets of claims – those currently held by GoldTrain and those acquired by GoldTrain from the vendor. There are five (5) levels developed down to the 725-foot level. The potential strike length is estimated to be in excess of 800 metres. There are reports that there are several other gold-bearing veins on the property including the Dulama No. 2 Vein which is reported to have a diamond drill intersection of approximately 39.6 metres (130 feet) with an average grade of 0.076 oz/t Au (39.6 metres of 2.6 g/t Au)(see

<http://www.geologyontario.mndm.gov.on.ca/gosportal/gos?command=mndmsearchdetails:mdi&uid=MDI42B05NW00012>).

Following acquisition of the Nudulama Property, GoldTrain designed an exploration program. During the month of March, 2012, GoldTrain completed 10 diamond drill holes totaling 1907.9 metres in the Nudulama area.

Of the ten drill holes completed, in April 2012 GoldTrain received assay results on the first six drill holes which are detailed below. The reported mineralized lengths represent core lengths. Drill hole NU12-01 targeted the projected plunge of the East Zone and returned trace to weakly anomalous gold values. Drill holes NU12-02 through to NU12-10 were completed on the Nudulama claims in the area of the historical resource.

DDH	From	To	Length (m)	Gold (g/t Au)
NU-12-02	65	67.3	2.3	1.075
including	66	66.6	0.6	2.320
NU-12-03	25.5	39.5	14	0.915
including	25.5	32.5	7	1.285
NU-12-04	64.8	81	16.2	1.225
including	68	71	3	5.500
NU-12-05	69.2	94	24.8	1.037
including	69.2	70	0.8	5.850
including	83	85	2	3.105
NU-12-06	42	60.8	18.8	2.148
including	42	42.6	0.6	2.997
including	46	57.4	11.4	2.661
including	55	57.4	2.4	4.899

In May 2012, GoldTrain received the final results for drill holes NU12-07 through to NU12-10. These holes were drilled on the Nudulama claims in the area of the historical resource.

DDH	From (m)	To (m)	Length (m)	Gold (g/t Au)
NU-12-07	171.2	173	1.8	2.395
including	172.2	173	0.8	4.745
NU-12-07	179	183	4	0.860
NU-12-07	199.6	200.4	0.8	2.920
NU-12-08	144.3	161.5	17.2	1.320
including	151.5	152.5	1	6.750
including	156.5	161.5	5	1.604
NU-12-09	171.5	188	16.5	0.748
including	177.5	182.4	4.9	1.105
NU-12-09	194.5	195.3	0.8	1.190
NU-12-10	85	105.5	20.5	1.287
including	86.8	89.5	2.7	2.109
including	94.5	98	3.5	3.336

See Part Four “*The Proposed Business Combination with Idaho Champion*” for a description of the current proposed business combination with Idaho Champion.

Capitalization of GoldTrain

Authorized Share Capital

The authorized capital of the Corporation consists of an unlimited number of common shares without nominal or par value and an unlimited number of Preferred Shares issuable in series. As of the date hereof, there are 2,948,756 common shares issued and outstanding. No Preferred Shares are issued and outstanding.

Common Shares

An unlimited number of Common Shares with one vote, the right to receive dividends and the right to receive the remaining property of the Corporation upon dissolution.

Preferred Shares

An unlimited number of Preferred Shares without nominal or par value issuable in one or more series as may be determined by the directors of the Corporation; the directors may fix the number of Preferred Shares in each series and may, subject to the limitations set out in the Articles,

determine the dividends, designations, voting rights, privileges, restrictions and conditions attached to the shares of each series, including without limitation, a right or privilege to exchange a share or shares of a series for a share or share of another class or series.

Prior Sales of GoldTrain Shares

No GoldTrain Shares have been issued from treasury since March 2014.

Prior to the news release disseminated by GoldTrain and Idaho Champion on November 21, 2017 announcing the Letter Agreement, the last trade of GoldTrain Shares on the CSE occurred on November 13, 2017 at a price of \$0.08 per share.

Trading History of GoldTrain Shares

GoldTrain Shares are listed on the CSE and trade under the symbol “GT”.

Pending completion or other termination of the Letter Agreement, GoldTrain Shares are currently “halted” from trading on the CSE.

Recent trading prices and volumes of GoldTrain Shares on the CSE for the twelve-month period prior to the trading “halt” on November 22, 2017 are summarized in the table below:

Month	Volume of Shares Traded	Closing Price
December 2016	10,000	\$0.08
January 2017	17,265	\$0.08
February 2017	4,516	\$0.09
March 2017	5,000	\$0.10
April 2017	17,992	\$0.06
May 2017	2,875	\$0.08
June 2017	0	\$0.08
July 2017	14,100	\$0.10
August 2017	8,847	\$0.06
September 2017	0	\$0.06
October 2017	0	\$0.06
November 2017	3,546	\$0.08

Dividend Policy

There are no restrictions in GoldTrain’s Articles or elsewhere which prevent GoldTrain from paying dividends. All GoldTrain Shares are (and all Post-Consolidation GoldTrain Shares will be) entitled to an equal share in any dividends declared and paid. Currently, no dividend payments are being made to GoldTrain Shareholders. Furthermore, it is not contemplated that any dividends will be paid on GoldTrain Shares (or on Post-Consolidation GoldTrain Shares) in the immediate or foreseeable future.

Additional Information

Additional information relating to GoldTrain is available on the SEDAR website at www.sedar.com.

DISCLOSURE RELATING TO IDAHO CHAMPION GOLD MINES LTD.

The following information reflects the current business, financial condition and share capital of Idaho Champion and has been furnished by Idaho Champion. GoldTrain has relied on the information so provided and takes no responsibility for any errors in such information or omissions therefrom.

Documents Incorporated by Reference

The following technical report will be filed by GoldTrain with the Canadian securities regulatory authorities and, when so filed, will be specifically incorporated by reference into and will form an integral part of this Circular:

- (i) The Technical Report on the Baner Project, Ontario, Canada for Idaho Champion Gold Mines Ltd. (the “**Baner Project Technical Report**”) prepared by Darren W. Lindsay, P.Geo., effective November 27, 2017.

The Baner Project Technical Report will be available for viewing free of charge on SEDAR at www.sedar.com under GoldTrain’s company profile.

Financial Statements and Management’s Discussion and Analysis

Reference is made to the following financial statements and management’s discussion and analysis of Idaho Champion, which are appended hereto as Appendix “D” and which form an integral part of this Circular, for information regarding the financial condition and results of operations of Idaho Champion:

- (i) audited consolidated financial statements for the year ended December 31, 2017 and for the period from incorporation (on June 16, 2016) to December 31, 2016; and
- (ii) management’s discussion and analysis for the year ended December 31, 2017.

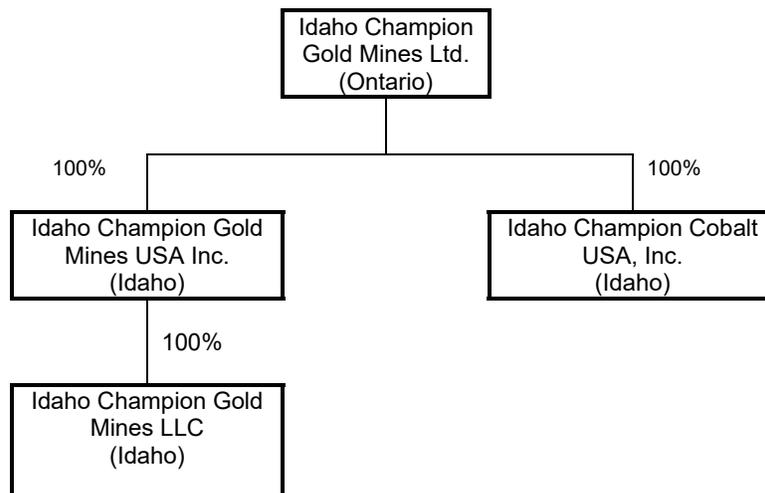
Overview

Idaho Champion was incorporated as a private company under the *Business Corporations Act* (Ontario) by articles of incorporation dated June 16, 2016. Idaho Champion is a “private issuer” and is not a “reporting issuer” within the meaning of the securities laws of Canada. Its shares are not freely tradeable and are not listed nor posted for trading on any exchange. As of the date of this Circular, July 18, 2018, Idaho Champion has approximately 50 registered shareholders.

Idaho Champion has its registered office located at 401 Bay Street, Suite 2702, Toronto, Ontario M5H 2Y4.

Corporate Structure

The following represents the current corporate structure of Idaho Champion.



Description of Business and Three-Year History

Idaho Champion was incorporated in June 2016 with a view to pursuing mineral exploration projects in or around the state of Idaho in the U.S.A. Idaho Champion was funded initially by Bruce Reid who acquired 1,000 common shares on incorporation and then funded operations through shareholder loans which were subsequently satisfied by Idaho Champion by the issuance of 9,999,000 common shares.

Acquisitions

On October 31, 2017, Idaho Champion completed the purchase of the Baner Project properties from arm's length vendors for US\$500,000, of which US\$250,000 had been paid in October 2016 and the remaining US\$250,000 was paid on closing. There are no royalties or other participating interest held by the vendors or other third parties on any part of the Baner Project properties.

On November 13, 2017, Idaho Champion acquired a substantial amount of geological and technical data from an arm's length third party for US\$100,000 payable by (i) issuing 250,000 shares at US\$0.20 per share and (ii) paying US\$50,000 in five equal instalments of US\$10,000 each on signing the agreement and on March 30, June 29, September 29 and December 31, 2018, respectively.

On April 12, 2018, Idaho Champion's wholly owned subsidiary, Idaho Champion Cobalt USA, Inc., entered into an agreement with an arm's length third party to acquire the Cobalt Project in stages (600,000 shares for the first 129 claims and 100,000 shares for each additional 21 claims on delivery of good title) for an aggregate of up to 4,000,000 Idaho Champion Shares. To date, Idaho Champion has not issued any Idaho Champion Shares pursuant to this agreement nor acquired any claims in the Cobalt Project. There are no royalties or other participating interests held by the vendors or other third parties on any part of the Cobalt Project.

Idaho Champion Gold Mines USA Inc., a wholly-owned subsidiary of Idaho Champion, in February of 2018 staked the Champagne Project covering 112 mineral claims near Idaho Falls covering approximately 936.3 hectares (2,313 acres). The Champagne Project was a producing open-pit heap leach mine from 1990 to 1993 operated by BEMA Gold. The Corporation does not consider the Champagne Project to be a material project.

Financing Activities

Idaho Champion issued (i) 1,000 common shares to its incorporator for \$20, (ii) 9,999,000 to the incorporator to settle debts of \$533,645 and (iii) 7,850,000 common shares to its founders and others as performance shares to establish and develop Idaho Champion's business. The performance shares were issued at prices between US\$0.02 and US\$0.10 per share for aggregate proceeds of US\$276,000.

Between April 7, 2017 and July 18, 2018, Idaho Champion completed a series of private placements pursuant to the Concurrent Financing by issuing an aggregate of 8,942,000 shares at US\$0.20 per share for aggregate proceeds of US\$1,788,400. The Concurrent Financing is continuing.

THE BANER PROJECT

The Baner Project Technical Report Summary

Below is a summary (the "**Summary**") of the Baner Property that has been extracted from the Baner Project Technical Report. Capitalized terms in the Summary have the meanings ascribed thereto in the Summary or, if not defined therein, the meaning ascribed thereto in the Technical Report. The full text of the Technical Report will be made available under GoldTrain's profile on SEDAR at www.sedar.com following the filing this Circular.

Summary

Introduction

The Baner Project property comprises 79 unpatented lode claims, covering approximately 1,538 acres (622 ha.), situated in Section 01 Township 28 North Range 07 East, Section 06 Township 28 North Range 08 East, Section 07 Township 28 North Range 08 East, Section 12 Township 28 North Range 07 East, Section 13 Township 28 North Range 07 East, Section 13 Township 28 North Range 07 East, Section 18 Township 28 North Range 08 East, and Section 19 Township 28 North Range 08 East, in Idaho County, Idaho. The property is roughly centered at 115° 31' 10" West longitude and 45° 46' 00" North latitude or 615223m E, 5069069m N.

The Baner Project property consists of two parts: (i) the wholly owned, recently staked by International Champion Gold Mines LLC. ("ICGM"), BC Group of claims (BC 1 through BC 68), and (ii) the historic Baner property currently held through an option agreement between ICGM, a 100% owned US subsidiary of Idaho Champion Gold Mines Ltd, and the Baner family descendants (the "Venders"), having an effective date of August 9, 2016. ICGM has the right to explore and develop the Property, and to acquire a 100% interest in the Baner Property.

In the Elk City area, mining of numerous placer and paleoplacer gold deposits in the tributaries of the South Fork Clearwater River took place between the 1850s and the late 1980s. Reid (1959) reports that total gold production in the region is uncertain but some three million ounces of gold are believed to have been recovered by placer mining in the Elk City and adjacent districts in central Idaho.

Following the initiation of placer mining, hard rock sources were sought. Prospectors discovered numerous, generally small lode gold deposits, which were mined from the early 1900s up to World War II. The most significant hard rock mining operation began in 1903 at the Hogan (or Orogrande) located south of the Baner Project. At this open pit mine, about 450,000 t of material averaging 0.06 oz/ton Au are officially reported to have been extracted between 1903 and 1938.

The core portion of the Project, the Baner property, has been held by a single ownership group since the claims were first staked in the late 1890s. There is a single report by Wagner (1946) that indicates the property was leased to the Harr Brothers in 1933 that ended in contested ownership whereby the property subsequently ended up back with the original claim owner. The property was then again leased to a Mr. Tapp in the winter of 1939-1940 on a royalty basis. Smelter reports from the Bunker Hill Smelter, Kellogg, Idaho at this time indicate a total of 60.1 tons of material was received from the Baner Mine which contained a total of 54.6 ounces of gold and 144.2 ounces of silver. The current option agreement is believed to be first time this property has been accessible for earn-in or purchase.

The Baner Project occurs near the contact between the Late Cretaceous Idaho Batholith and highly metamorphosed country rocks, thought to be part of the Pritchard Formation of the Proterozoic Belt Supergroup. These rocks lie approximately thirty miles east of the Cretaceous continental margin, where the Idaho Suture Zone separates cratonic based assemblages on the east from allocthonous Triassic rocks to the west. The rocks consist of an antiform of greenschist to amphibolite grade metamorphosed sediments that developed into gneiss, schist, and quartzite, most likely of the Middle Proterozoic-age Belt Supergroup. These metasedimentary sequences have been strongly folded, partially melted and assimilated, injected with granitic rocks, and subjected to cataclasis and brittle faulting in the vicinity of major structures. The metamorphic rocks form a shell or cap over the Cretaceous-age Idaho Batholith. The intrusive units are mostly quartz monzonite in composition.

The belt of mineralisation that traces through the Elk City and Orogrande mining districts is known as the Orogrande Shear Zone (OSZ); the OSZ is about one kilometer wide and has a general NNE trend. Gold mineralization occurs along this zone in numerous prospects and small historic mines including the Buffalo Gulch and Deadwood and Baner properties and the Orogrande-Frisco mine (Zehner and Hahn, 1995).

According to Erdman et al., (2003) most of the deposits in the Elk City area formed within 1,500 feet of the subhorizontal contact between the Idaho batholith and the overlying Proterozoic rock units. Both of these units are intruded by north-east trending Tertiary dykes. And the most prevalent ore deposits in the area are gold-silver fissure veins, with or without base metals that fill northerly trending structures or that strike east-west and are most likely related to the intrusions.

Two known mineralized trends occur on the Property, the east-west gold bearing quartz veins and the northerly trending aplite dyke zone. In general, higher grade historical mining was undertaken on narrow zones of strong sericite-silica-carbonate alteration and quartz veins. It is postulated by Wagner (1946) that there are two mineralizing events the Au-Ag quartz veining and the Au only mineralization associated with the aplite dyke.

Table 1-1: History of the property area of the Baner Project.

Year	Company	Work
2017	Idaho Champion Gold Mines LLC	POO and temporary water permit approval for drill program, sampling, induced polarization geophysics, and claim staking
2016	Idaho Champion Gold Mines LLC	Staking, POO application, site review, and sampling
2015	Idaho Champion Gold Mines Ltd	Baner option and purchase agreement
2015	Premium Exploration Inc / Elk City Mining LLC	Forfeit claims
2010-12	Premium Exploration Inc	Regional soils, geophysics, sampling
1999	Idaho Geological Survey	Abandoned mine site review
1946	Mr.E.R. Wagner	Complete site review; surface and subsurface including extensive sampling and recovering records of historic sampling and milling
1939/40	Mr.Tapp lease	Selective mining
1933	Harr brothers lease	
1898-1933	Mr Frank Baner	Exploration, development and small-scale production
1897	Mr Frank Baner	Claims located

The results of the exploration works undertaken were to outline a number of exploration zones of interest among and/or on trend of historic mining activities. These include but are not limited to the Aplite Dyke zone, Vein One, and Vein Two. These zones are defined by regional to property scale geophysical surveys (airborne magnetics, ground magnetics and induced polarization) and gridded soil sampling. No historic drilling is known on the property.

In conclusion, the staked Property consists of 68 contiguous unpatented claims covering approximately six square kilometers. The staked claims wholly overtake the Baner group claims. All claims are in good standing. These claims cover a geological environment that is permissible for the formation of both shear zone hosted and intrusion related orogenic precious metal exploration deposits. Historical mining operations within and north of the Property exploited narrow high grade vein and lower grade stockwork vein mineralized zones of these types of mineral systems. Previously completed exploration over the property included gridded soil sampling and airborne and ground based geophysical surveys and limited rock sampling programs resulting in gold and silver values that indicate the potential to form an economic deposit. The historical exploration has outlined an exploration target named the Aplite Dyke which trends north-south through the Baner Property and Baner Project. A second target area of historically exploited high grade veins (Vein One and Vein Two among others) also is highlighted with the property scale work but has yet to be evaluated more systematically.

The existence of carbonate and silica alteration and mineralization with strong precious metal explorations grades in the historical record and in recent sampling as described above and

summarized below, indicates the potential for the Baner Property to host deposits of economic interest. Accordingly, the Baner Property is considered a property of merit given its prospectivity for new discoveries and defining historically worked mineralized bodies.

Key objectives would be to confirm the high values in soil samples previously reported, understand the alteration zonation around mineralization of interest, and confirm geological controls (structure and lithology). This information should then be used to evaluate the high priority Vein and Aplite Dyke targets for deposit potential.

The following phased exploration approach is recommended:

Phase 1: Objective - define drill targets and initial proof of concept bulk tonnage mineralisation

- (a) Complete a detailed soil grid to confirm the historical sampling.
- (b) Complete a detailed induced polarisation survey to aid geological interpretation and targeting.
- (c) Create a geological map of the property including known veins, structures and alteration patterns. Alteration mineralogy should be determined with certainty using a Terraspec mineral analyser or equivalent.
- (d) Undertake a limited drill program initially evaluating the mineralisation and geological controls creating the anomalous targets zones.

Phase 2: Objective to evaluate high grade structures and continue definition of bulk target on successful Phase 1 proof of concept program

- (a) Alteration mapping (detailed) high grade and bulk target structures using a Terraspec mineral analyser or equivalent.
- (b) Undertake follow up drill program on successful bulk target proof of concept
- (c) Undertake initial testing of known high grade structures.

Table 1-3: Recommended two phase work program

Phase 1	Activity	Units	Unit Cost (est.)	Cost Estimate (US\$)	*CAD\$
Year One	Soil survey (4 person crew)	14 days	2650	37,100	
	Ground geophysics survey	10 line km	1500	15,000	
	Geologist/geotech/terraspec +report	25 days	1250	31,250	
	drilling	2000 m	90	225,000	
	assays	2700 samples	25	67,500	
	Access/permitting	permits		15,000	
		SubTotal Phase 1		390,850	
	Contingency ~15%			58,628	
		Phase 1 Total Estimated Cost		449,478	602,300
Phase 2	Activity	Units	Unit Cost (est.)	Cost Estimate (US\$)	*CAD\$
Year Two	Geologist/terraspec/report	40 days	750	30,000	
	drilling	3500 m	90	315,000	
	assays	3000 samples	25	75,000	

Access/permitting	permits		5,000	
	SubTotal Phase 2		425,000	
Contingency ~15%			63,750	
	Phase 2 Total Estimated Cost		488,750	654,925

*current forex US\$1.00 = CAD\$1.34

Directors and Officers

Bruce Reid is the Chairman of the Board of Idaho Champion. Jonathan Buick is President and Chief Executive Officer. Julio DiGirolamo is the Chief Financial Officer of Idaho Champion. Julio DiGirolamo is also the Secretary of Idaho Champion.

The board of directors of Idaho Champion is comprised of two directors – Jonathan Buick and Bruce Reid. The directors were elected on February 14, 2017.

See Part Six “*Disclosure Relating to New Idaho Champion (Post-Amalgamation) – Directors, Executive Officers and Principal Shareholders of New Idaho Champion*” for information about the directors and officers of Idaho Champion.

Principal Shareholder

To the knowledge of the directors and executive officers of the Corporation, the only person or corporation who beneficially owns or controls or directs, directly or indirectly, voting securities carrying ten percent (10%) or more of the voting rights attached to the voting securities of Idaho Champion as at the date hereof is as follows:

Name and Municipality of Residence	Number of Idaho Champion Shares	Type of Ownership	Percentage of Outstanding Idaho Champion Shares
Bruce Reid, Toronto, Ontario, Canada	10,000,000 common shares	direct	37.0%
Jonathan Buick, Toronto, Ontario, Canada	4,000,000 common shares	direct	14.8%

Auditors

UHY McGovern Hurley LLP, Chartered Professional Accountants, were appointed auditors of Idaho Champion on February 23, 2018.

Capitalization of Idaho Champion

Authorized Share Capital

The authorized share capital of Idaho Champion consists of an unlimited number of Idaho Champion Shares. The holders of Idaho Champion Shares are entitled to receive dividends ratably, if, as and when declared by the board of directors, are entitled to one vote per share at all meetings of shareholders, and are entitled on liquidation, dissolution or winding-up to participate ratably in any distribution of assets of Idaho Champion after payment of all creditors.

Issued and Outstanding Share Capital

As of July 18, 2018, there were 27,042,000 issued and outstanding Idaho Champion Shares.

Idaho Champion Warrants

As of the date of this Circular, there are no issued and outstanding warrants to acquire Idaho Champion Shares from treasury.

Idaho Champion Options

Idaho Champion does not have a stock option plan.

As of the date of this Circular, there are no issued and outstanding options to acquire Idaho Champion Shares from treasury.

Miscellaneous Rights to Acquire Shares

There are no additional Idaho Champion Shares issuable pursuant to any rights, options or property agreements.

Prior Sales of Idaho Champion Shares

The following table summarizes the issuance of Idaho Champion Shares from the date of incorporation to the date of this Circular:

	Number of Common Shares	Price per Share	Aggregate Consideration
On Incorporation	1,000	\$0.02	\$20
To Incorporator	9,999,000	\$0.05	\$533,625
To Founders	7,850,000	US\$0.02 or US\$0.10	US\$276,800
To Placees	8,942,000	US\$0.20	US\$1,788,400
To Vendor for Data	250,000	US\$0.20	US\$50,000

Trading History of Idaho Champion Shares

Since Idaho Champion is not a reporting issuer, its shares are not freely tradeable and there is no trading history for the Idaho Champion Shares.

Dividend Policy

There are no restrictions in Idaho Champion's articles or elsewhere which prevent Idaho Champion from paying dividends. All Idaho Champion Shares are entitled to an equal share in any dividends declared and paid. Currently, no dividend payments are being made to Idaho Champion Shareholders as all available funds are being invested to finance the growth of Idaho Champion's business. Furthermore, it is not contemplated that any dividends will be paid on Idaho Champion Shares in the immediate or foreseeable future.

Material Contracts

Except for those contracts referenced in Part Four of this Circular, Idaho Champion has no material contracts other than:

- (a) Amalgamation Agreement; and
- (b) Agreement for the acquisition of the Cobalt Project.

COMPENSATION DISCLOSURE

This section of Part Five respecting Idaho Champion explains, among other things, the material elements of Idaho Champion's compensation arrangements for its "Named Executive Officers" or "NEOs" (as defined below) and for its directors and also sets out the NEO and director compensation tables and related tables and narrative disclosures, all as required under Form 51-102F6. The stated objective of Form 51-102F6 is to provide insight into executive compensation as a key aspect of the overall stewardship and governance of a corporation and to help investors understand how decisions about executive compensation are made. In this respect, reference is made to the discussion which appears towards the end of this section about "*Compensation Discussion and Analysis*".

Compensation of Named Executive Officers

The Summary Compensation Table below details all of the compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, for the fiscal years ended December 31, 2017 and 2016, to the Chief Executive Officer, the Chief Financial Officer and the other individuals to a maximum of three who were the most highly compensated executive officers of Idaho Champion and its subsidiaries and whose total compensation from Idaho Champion and its subsidiaries exceeded \$150,000 (collectively, with the Chief Executive Officer and the Chief Financial Officer, the "Named Executive Officers" or the "NEOs" of Idaho Champion). Total compensation encompasses, as applicable, regular salary, dollar amount of option awards, non-equity incentive plan compensation which would include discretionary and non-discretionary bonuses, pension value with compensatory amounts for both defined and non-defined contribution retirement plans, and all other compensation which could include perquisites, tax gross-ups, premiums for certain insurance policies, payments resulting from termination, resignation, retirement or a change in control and all other amounts not reported in another column. As well as the compensation set out in the following "*Summary Compensation Table*", certain executive officers and directors subscribed for and were issued Idaho Champion Shares from Idaho Champion's treasury as 'performance shares' for which such executive officers and directors paid cash at prices between US\$0.02 and US\$0.10 per Idaho Champion Share.

Summary Compensation Table

Name and principal position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation \$		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Jonathan Buick, President and Chief Executive Officer ⁽¹⁾	2017	26,765	Nil	Nil	Nil	Nil	N/A	Nil	26,765
	2016	Nil	Nil	Nil	Nil	Nil	N/A	Nil	Nil
Julio DiGirolamo, Chief Financial Officer ⁽²⁾	2017	Nil	Nil	Nil	Nil	Nil	N/A	Nil	Nil

Notes:

(1) Jonathan Buick was appointed President on December 20, 2016 and Chief Executive Officer on March 3, 2017.

(2) Julio DiGirolamo was appointed Chief Financial Officer on March 3, 2017.

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth information concerning all option-based and share-based awards granted to the Named Executive Officers that were granted before, and remain outstanding as of, the end of the most recently completed financial year ended December 31, 2017.

Name	Option-based awards				Share-based awards	
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)
Jonathan Buick, Chief Executive Officer	Nil	N/A	N/A	Nil	Nil	Nil
Julio DiGirolamo, Chief Financial Officer	Nil	N/A	N/A	Nil	Nil	Nil

Incentive Plan Awards – Value Vested or Earned During the Year

The following table provides information regarding the value on pay-out or vesting of incentive plan awards for the Named Executive Officers for the financial year ended December 21, 2017.

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Jonathan Buick, Chief Executive Officer	NIL	NIL	NIL
Julio DiGirolamo, Chief Financial Officer	NIL	NIL	NIL

Long Term Incentive Plan Awards and Pension Plans

Idaho Champion does not have a long term incentive plan.

Compensation of Directors

Idaho Champion has and had no arrangements, standard or otherwise, pursuant to which directors are or were compensated by Idaho Champion for their services in their capacity of Directors, or for committee participation, involvement in special assignments or for services as consultants or experts during the most recently completed financial year or subsequently, up to and including the date of this Circular; however, certain executive officers and directors subscribed for and were issued Idaho Champion Shares from Idaho Champion’s treasury as ‘performance shares’ for which such executive officers and directors paid cash at prices between US\$0.02 and US\$0.10 per Idaho Champion Share.

William Jones was a director of Idaho Champion from incorporation until February 14, 2017. Jonathan Buick and Bruce Reid were appointed as directors of Idaho Champion on February 14, 2017.

Material Factors Necessary to Understand Director Compensation

Directors of Idaho Champion do not receive any compensation for attending meetings of the directors or meetings of the shareholders of Idaho Champion.

Other Compensation Information

Directors and Officers Liability Insurance

Idaho Champion currently holds for the policy period of January 29, 2018 to January 29, 2019 directors’ and officers’ liability insurance from Zurich Insurance Company Ltd. for the protection of its officers and directors for the aggregate limit of liability under such policy in the amount of \$5,000,000. The insurance premiums for such director and officer insurance policy was \$12,500.

Idaho Champion Stock Option Plan

Idaho Champion does not currently have a stock option plan nor has it granted any stock options to any of its officers, directors, consultants or any other person.

Pension Plan Benefits

There are no pension plan benefits or other retirement benefits in place for any of the Named Executive Officers or directors of Idaho Champion.

Termination of Management Contracts or of Employment and Change of Control Benefits

There are no plans or agreements or arrangements in place with respect to any of the Idaho Champion Named Executive Officers for termination of employment or change in control benefits.

Indebtedness of Directors, Executive Officers and Employees

No individual who is or, at any time since the beginning of the most recently completed financial year, was a director, senior officer or employee of Idaho Champion, and no person who is a proposed nominee for appointment as a director of New Idaho Champion, and no associate of any such director, senior officer, employee or proposed nominee is or, at any time since the beginning of the last completed financial year, was indebted to Idaho Champion.

Management Contracts

Idaho Champion does not have any written management contracts in place at the time of this Circular.

Compensation Discussion and Analysis

Compensation Objectives and Principles

The primary goal of Idaho Champion's executive compensation program is to attract and retain the key executives necessary for Idaho Champion's long-term success, to encourage executives to further the development of Idaho Champion and its operations, and to motivate top quality and experienced executives. The key elements of the executive compensation program are: (i) base salary; (ii) potential annual incentive awards or bonuses; and (iii) possible stock options.

Compensation Process

Idaho Champion relies solely on its Board through discussion without any formal objectives, criteria or analysis, in determining the compensation of its executive officers. The Board focuses on developing recommendations concerning the award of annual bonuses and prospects for the allocation of stock option grants to its executives and directors.

Elements of Compensation

(a) Base Salary

In determining the base level of compensation for its executives, the Board begins its analysis by considering and weighing the following factors: the particular responsibilities related to the position; salaries or fees paid by comparable businesses in the mineral exploration and development sector; the experience level of the executive and overall performance; and the time

which the executive is required to devote to Idaho Champion in fulfilling his or her responsibilities.

(b) Bonus

For the years ended December 31, 2017 and 2016, Idaho Champion did not pay any bonuses.

(c) Option-Based Awards

Idaho Champion does not currently have a stock option plan nor has it granted any stock options to any of its officers, directors, consultants or any other person.

CORPORATE GOVERNANCE DISCLOSURE

The Idaho Champion Board considers good corporate governance to be central to the effective and efficient operation of Idaho Champion and is committed to exercising effective corporate governance in the conduct of Idaho Champion's business, as described in the following disclosure regarding Idaho Champion's corporate governance practices.

Board of Directors

The Idaho Champion Board believes that Idaho Champion should establish and operate in an environment of effective internal control with corporate governance structures and procedures in place to facilitate oversight by the Board. The Board assumes responsibility for, among other things, enhancing shareholder value, reviewing strategic plans and priorities, operating plans and capital budgets, senior management planning and succession, annual corporate performance and dividend policy. The Board delegates the authority to manage the day-to-day operations to senior management. All significant decisions that might affect Idaho Champion should be brought before the Board for review and approval before they are implemented.

(a) Composition and Independence of the Board

The Idaho Champion Board is currently comprised of two (2) directors, of whom one (1) is independent within the meaning of the OBCA and of whom one (1) is independent within the meaning of National Instrument 52-110 "Audit Committees" ("NI 52-110").

The Idaho Champion Board consists of Jonathan Buick (the President and Chief Executive Officer of Idaho Champion and therefore not independent as defined in NI 52-110), and Bruce Reid (independent). The size, experience and background of the Idaho Champion Board will facilitate effective decision-making and provide for an open and effective dialogue. The Idaho Champion Board has appointed Bruce Reid as chairperson to preside at all meetings of the Idaho Champion Board.

(b) Directorships

No member of the Idaho Champion Board is also a director of another reporting issuer (or the equivalent) in Ontario or in another jurisdiction other than the following:

Bruce Reid	Bunker Hill Mining Corp. Canuc Resources Corporation Debut Diamonds Inc. KWG Resources Inc. Satori Resources Inc. SGX Resources Inc. Telferscot Resources Inc.
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(c) Orientation and Continuing Education

The Idaho Champion Board has not had a formal continuing education program. However, the Idaho Champion Board anticipates implementing a policy for encouraging continuing education program for directors. Under such a policy, new directors, when added, would be provided with access to information, including sufficient historical data, to become familiar with Idaho Champion and its operating facilities and assets, and to familiarize themselves with the procedures of the Idaho Champion Board. All directors would be given the opportunity to visit Idaho Champion's offices with management and to interact with and request briefings from management in order to familiarize themselves with the business. All directors would be encouraged to become members of the Institute of Corporate Directors. Members of the Idaho Champion Board may also engage outside consultants at the expense of Idaho Champion to review matters on which they feel they require independent advice.

(d) Ethical Business Conduct

The Idaho Champion Board is anticipated to put policies in place to ensure effective communication between itself and the shareholders. The Idaho Champion Board is responsible for reviewing Idaho Champion's annual and quarterly financial statements and circulars sent to shareholders for shareholder meetings.

Management is expected by the Idaho Champion Board to comply with all statutes, regulations, and administrative policies applicable to Idaho Champion, to supervise employees and consultants in such a manner as to be informed of their activities, to promote the free flow of information, and allow employees, consultants and others to anonymously report to any member of management or the board of directors on concerns involving accounting and other issues (protection of "whistleblowers"). Management is expected by the Idaho Champion Board to report to the Board regarding any concerns with respect to the foregoing, which are of a material nature, whether or not a satisfactory resolution was already implemented by management, or which management believes are reasonably likely to arise in the future and which would be of a material nature.

Every director of Idaho Champion who is in any way directly or indirectly interested in a contract or a proposed contract with Idaho Champion must declare his or her interest at a meeting of the directors of Idaho Champion in accordance with applicable law and then withdraw from that part of the meeting at which the proposed contract is considered by the remaining directors. Such a declaration should be made at the meeting of directors at which the question of entering into the contract is first considered, if his or her interest then exists, or in any other case at the first meeting of the directors after the acquisition of his or her interest and no director shall as a director vote in respect of any contract or arrangement in which he or she is interested as aforesaid and, if he or she does so vote, his or her vote shall not be counted. Any

materials prepared for a meeting of the Idaho Champion Board and referencing the contract in question will be redacted for the director concerned and he or she will absent himself from all discussions at such meetings relating to the contract in question.

(e) Nomination of Directors

The full Idaho Champion Board is responsible for recommending candidates for nomination for election to the Idaho Champion Board. The Idaho Champion Board periodically and at least annually is expected to consider the composition of the Board, including the appropriate skills and characteristics required of the directors in the context of the business experience and specific areas of expertise of each current director. The Idaho Champion Board is also responsible for recruiting and recommending candidates for election as directors when necessary. Candidates should be interviewed by individual members of the Idaho Champion Board prior to their nomination for election as a director.

(f) Compensation of Officers and Directors

The Idaho Champion Board is responsible for reviewing and approving corporate goals and objectives relevant to executive compensation and evaluating performance relative to those goals and objectives. Performance is defined to include achievement of Idaho Champion's strategic objective of growth and enhancement of shareholder value through increases in stock price. It is the responsibility of the Idaho Champion Board as a whole to determine the level of compensation in respect of Idaho Champion's senior executives with a view to providing such executives with a competitive compensation package having regard to responsibilities and performance. The total compensation from all sources, including salary, bonus, and stock options should be considered.

During the year ended December 31, 2017, a payment of CDN\$26,765 was paid to Idaho Champion's CEO in consideration of his efforts on behalf of Idaho Champion. No compensation was paid to the Chief Financial Officer or to any directors of Idaho Champion during the fiscal year ended December 31, 2017. No standard or other compensation arrangements are in place for the directors in their capacities as directors and, except as disclosed in this Circular, there were no other arrangements for compensation of directors of Idaho Champion as consultants or experts by Idaho Champion or any of its subsidiaries during the most recently completed financial year; however, certain executive officers and directors of Idaho Champion purchased 'performance shares' from its treasury at prices between US\$0.02 and US\$0.10 per share payable in cash.

Although there is currently no policy to pay fees to directors for acting as directors of Idaho Champion, certain directors are expected to receive fees for providing professional and other services.

(g) Other Board Committees

The Idaho Champion Board is not legally obligated to have any committees and currently has none.

(h) Assessments

The Chairman of the Idaho Champion Board is responsible for evaluating the performance of directors by annually reviewing the performance of nominees for re-election to the Idaho Champion Board, with the objectives of: ensuring comprehensive and independent oversight of the management of Idaho Champion, maintaining the directors' working relationship with management, and promoting open communication and disclosure by management of material information to the board of directors.

Audit Fees

The following table sets forth the fees billed to Idaho Champion by UHY McGovern Hurley LLP, Chartered Professional Accountants, for services rendered in the fiscal years ended December 31, 2017 and 2016:

UHY McGovern Hurley LLP, Chartered Accountants	2017 and 2016 (\$)
Audit fees	22,000
Audit-related fees	Nil
Tax fees	Nil
All Other fees	Nil
Total	22,000

Note:

The auditors did not segregate their fees between the year ended December 31, 2017 and the period from incorporation to December 31, 2016.

INTERESTS OF INFORMED PERSONS OF IDAHO CHAMPION IN MATERIAL TRANSACTIONS

Management is not aware of any material interest, direct or indirect, of any "informed person" of Idaho Champion, insider of Idaho Champion, proposed director, or any associate or affiliate of any informed person or proposed director, in any transaction since the commencement of Idaho Champion's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect Idaho Champion, except as otherwise disclosed in this Circular or as disclosed in Idaho Champion's annual financial statements for the years ended December 31, 2017 and 2016. An "informed person" means (i) a director or executive officer of Idaho Champion or of a subsidiary of Idaho Champion, (ii) any person or company who beneficially owns, directly or indirectly, voting securities of Idaho Champion or who exercises control or direction over voting securities of Idaho Champion carrying more than ten percent (10%) of the voting rights attached to all outstanding voting securities of Idaho Champion, (iii) a director or officer of a company that is itself an informed person of Idaho Champion, and (iv) any person who has been a director or officer of Idaho Champion at any time since the beginning of Idaho Champion's last fiscal year.

PART SIX

DISCLOSURE RELATING TO NEW IDAHO CHAMPION (POST-AMALGAMATION)

OVERVIEW

On completion of the Amalgamation without any additional shares being issued for Additional Cash Loans, for Special Warrants, for the Cobalt Project or pursuant to the Concurrent Financing after July 18, 2018, the former Idaho Champion Shareholders will own approximately 94.2% of New Idaho Champion and the former GoldTrain Shareholders and creditors will own approximately 5.8% of New Idaho Champion. On completion of the Amalgamation, the acquisition of the Cobalt Project (assuming issuance of 4,000,000 shares therefor) and 3,558,000 additional Idaho Champion Shares are issued pursuant to the Concurrent Financing after July 18, 2018 (for aggregate proceeds of US\$711,600 thereunder) and 1,012,500 Special Warrants are issued pursuant to the GoldTrain Concurrent Financing, the former Idaho Champion Shareholders will indirectly own approximately 92.0% of New Idaho Champion and the former GoldTrain Shareholders and creditors will own approximately 8.0% of New Idaho Champion. Amalco (to continue with the name “Idaho Champion Gold Mines Ltd.”), the combined company resulting from the Amalgamation between Idaho Champion and Subco, will be a wholly-owned subsidiary of New Idaho Champion. See the diagram under “*Organization of New Idaho Champion and Subsidiaries*” below.

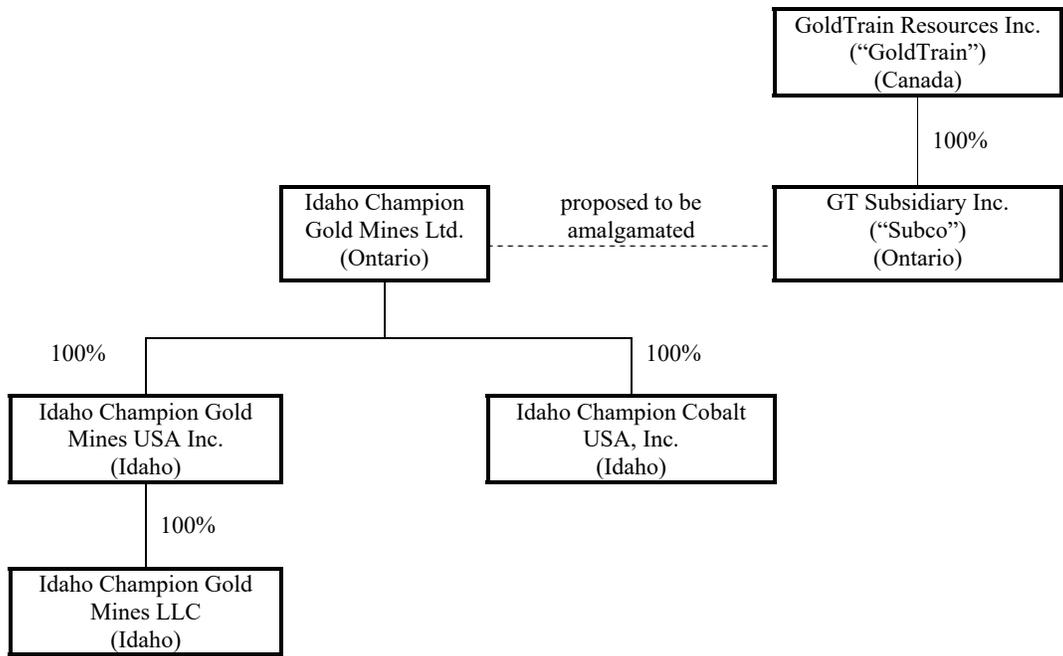
Following the Amalgamation, New Idaho Champion will continue to be a reporting issuer in the Provinces of Ontario, Alberta and British Columbia. As the directors, officers and registered office of New Idaho Champion and its subsidiary, Amalco, will be based in Ontario, it is proposed that New Idaho Champion move its governing jurisdiction from federal to Ontario to become a corporation governed by the OBCA. GoldTrain is currently seeking to have the New Idaho Champion Shares listed and posted for trading on the CSE but there is no guarantee that any such listing will be approved.

The registered and head office of New Idaho Champion will be re-located to a new corporate office at 401 Bay Street, Suite 2702, Toronto, Ontario, M5H 2Y4.

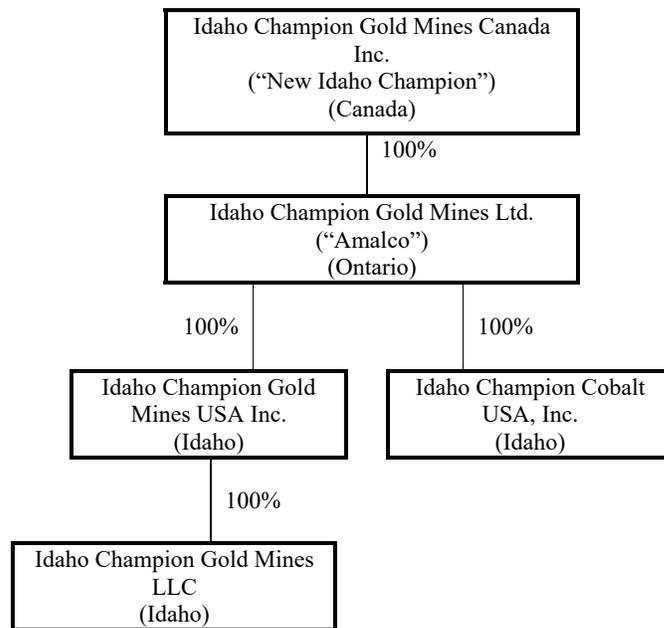
The business and operations of New Idaho Champion will be supervised by a reconstituted board of directors and a reconstituted management team, as discussed below under “*Directors, Executive Officers and Principal Shareholders of New Idaho Champion*” below.

Organization of New Idaho Champion and Subsidiaries

The following charts show the corporate relationship and governing jurisdiction of GoldTrain and its subsidiary, Subco, immediately prior to the Amalgamation. The proposed Amalgamation of Subco and Idaho Champion is also shown.



The following chart shows the corporate relationship of New Idaho Champion and its subsidiary, Amalco, as well as its subsidiaries, and the governing jurisdiction of each such corporation, immediately following completion of the Amalgamation.



Business of New Idaho Champion

Following the Amalgamation, New Idaho Champion will, through the operations of Amalco, be indirectly engaged in the mineral exploration business, which has been the primary activity of Idaho Champion since its incorporation. New Idaho Champion will continue to own all of the properties, assets and rights and will be liable for all the liabilities and obligations of GoldTrain

as constituted immediately prior to the Effective Time. In addition, New Idaho Champion will, through Amalco, indirectly own all of the properties, assets and rights and will be liable for all the liabilities and obligations of Idaho Champion outstanding immediately prior to the Effective Time.

The primary business objective of New Idaho Champion will be to explore and develop the mineral rights currently held by Idaho Champion and to seek to acquire, explore and develop such other mineral rights and properties as New Idaho Champion management or the New Idaho Champion Board may from time to time determine have potential. Continued exploration and development of existing properties and future acquisitions of other properties will be dependent on adequate financial resources. There are no guarantees that New Idaho Champion will be successful in carrying out this strategy or acquiring interests in additional mineral projects.

See Part Five under “*Disclosure Relating to Idaho Champion Gold Mines Ltd.*” for a more detailed discussion of Idaho Champion.

Properties

The Baner Project, more particularly described above in Part Five under “*Disclosure Related to Idaho Champion Gold Mines Ltd.– the Baner Project*”, will be the only material property of New Idaho Champion immediately following the Amalgamation. New Idaho Champion will indirectly own the Baner Property through Amalco, its wholly-owned subsidiary. New Idaho Champion will initially focus its efforts and resources on the continued exploration on the Baner Property but will also assess new mineral properties – including the Champagne Project and the Cobalt Project -- and will seek to acquire interests in additional properties if it determines that such opportunities have sufficient potential and it has adequate financial resources to complete such acquisitions. It also retains its Missinabie and Nudulama projects.

Concurrent Financing

Based on estimated consolidated working capital of \$232,105 as at March 31, 2018, New Idaho Champion is projected to have available to it approximately \$1,265,510 of cash after completion of an additional US\$693,400 (CDN\$914,075) of the Concurrent Financing after March 31, 2018, \$76,330 of Additional Cash Loans and \$243,000 Special Warrants and the conversion thereof after the date hereof to shares (or any combination thereof), the Amalgamation and payment of expenses for the Transactions (estimated to be approximately \$200,000) but before deduction of any ongoing operating or exploration expenses. The principal purposes of those funds will be to fund the Baner Project and for general working capital purposes.

Objectives and Estimated Expenditures of New Idaho Champion in 2017 and 2018

In 2017 and 2018 , it is expected that New Idaho Champion will pursue the following objectives:

- (i) focus its resources on the continued exploration of the Baner Project;
- (ii) undertake initial exploration on the Cobalt Project and the Champagne Project;

- (iii) assess new mineral properties and seek to acquire properties that it determines have sufficient potential provided it has adequate financing to complete such acquisitions; and
- (iv) arrange funding for items (i), (ii) and (iii) above.

In order to advance the objectives stated above for the first twelve (12) months (no exploration), from the Effective Date until August 22, 2019, it is estimated that New Idaho Champion will be required to spend approximately \$592,500 to advance its objectives as follows:

- (i) \$26,000 on payments to complete the acquisition of certain geological and technical data (US\$20,000);
- (ii) \$65,000 on Baner claims (US\$50,000);
- (iii) \$25,000 on shareholder and investor relations;
- (iv) \$50,000 on legal, audit and professional fees; and
- (v) \$426,500 on general operating expenses.

Initially, depending on the aggregate net proceeds received from the Concurrent Financing, the GoldTrain Concurrent Financing and Additional Cash Loans and thereafter depending on the exploration programs pursued, New Idaho Champion may be required to access the capital markets from time to time in order to pursue its programs and objectives stated above.

Capitalization of New Idaho Champion

Authorized Share Capital

Following completion of the Amalgamation and Concurrent Financing, the authorized capital of New Idaho Champion will consist of an unlimited number of New Idaho Champion Shares and an unlimited number of Preferred Shares issuable in series. The holders of New Idaho Champion Shares will be entitled to receive dividends ratably, if, as and when declared by the Board of Directors, will be entitled to one vote per share at all meetings of shareholders, and will be entitled on liquidation, dissolution or winding-up to participate ratably in any distribution of assets of New Idaho Champion after payment of all creditors and distributions (if any) to which the holders of Preferred Shares may be entitled in priority. See Part Five under “*Capitalization of GoldTrain – Authorized Share Capital*” above.

Issued Share Capital of New Idaho Champion

The total number of New Idaho Champion Shares to be issued and outstanding immediately following the Effective Time is expected to be approximately 37,612,405 common shares (after completion of the Concurrent Financing and assuming issuance of 4,000,000 New Idaho Champion Shares for the Cobalt Project and 318,044 New Idaho Champion Shares for Additional Cash Loans and 1,012,500 New Idaho Champion Shares being issued for Special Warrants and without deductions for any common shares in respect of which Dissent Rights may have been exercised by dissenting shareholders of the Corporation or in respect of which dissent

rights may have been exercised by dissenting Idaho Champion Shareholders). Former Idaho Champion Shareholders are expected to hold approximately 92.0% of such New Idaho Champion Shares and former GoldTrain Shareholders (including GoldTrain creditors who accept shares in settlement of their debts (assuming all of the Additional Cash Loans are advanced and converted and 1,012,500 Special Warrants have been issued and exercised)) are expected to hold approximately 8.0% of such New Idaho Champion Shares. The chart below sets forth the origin of the New Idaho Champion shareholdings:

Origin of New Idaho Champion Shareholding	Number of New Idaho Champion Shares (undiluted)	Percentage of New Idaho Champion Shares (undiluted) ⁽⁴⁾	Number of New Idaho Champion Shares (fully diluted)	Percentage of New Idaho Champion Shares (fully diluted) ⁽⁴⁾
Current Idaho Champion Shareholders⁽⁶⁾	27,042,000	94.2	27,042,000	71.9
Current GoldTrain Shareholders	982,918	3.4	982,918	2.6
GoldTrain Creditors	698,943	2.4	1,016,987 ⁽¹⁾	2.7
Additional Subscribers in Concurrent Financing⁽²⁾	0	0	3,558,000	9.5
Additional Subscribers in GoldTrain Concurrent Financing⁽³⁾	0	0	1,012,500	2.7
Shares issuance for the Cobalt Project	0	0	4,000,000 ⁽⁵⁾	10.6
Total	28,723,861	100	37,612,405	100

Notes:

- (1) Assuming that all of the Additional Cash Loans are advanced and the Debt Conversion is completed at the maximum amount.
- (2) Assuming that US\$711,600 of the Concurrent Financing completed by Idaho Champion after July 18, 2018 (3,558,000 shares at US\$0.20 per share).
- (3) Assuming that \$243,000 of the GoldTrain Concurrent Financing (1,012,500 Special Warrants) is completed at \$0.24 per Special Warrant and the Consolidation, the Amalgamation and other conditions of the Special Warrants are satisfied on or before the Outside Date.
- (4) Figures have been rounded.
- (5) Assuming that all 822 claims of the Cobalt Project are acquired for an aggregate of 4,000,000 shares.
- (6) as at July 18, 2018.

New Idaho Champion Stock Option Plan and Options

Immediately following the Effective Time, it is anticipated that there will be no New Idaho Champion Shares issuable upon the exercise of New Idaho Champion Options. The New Idaho Champion Options will be subject to the terms of the GoldTrain Stock Option Plan. See “*Summary of Terms and Conditions of the GoldTrain Stock Option Plan*” in Part Three hereof.

The terms of the New Idaho Champion Options that will be issued and outstanding immediately following the Effective Time are set out below.

Origin of New Idaho Champion Options	Number of Shares Issuable on Exercise of New Idaho Champion Options	Exercise Price of New Idaho Champion Options	Expiry Date of New Idaho Champion Options ⁽¹⁾
N/A	NIL	N/A	N/A

The New Idaho Champion Board may grant options on closing of the Amalgamation and from time to time in accordance with the New Idaho Champion Stock Option Plan, as amended from time to time, and applicable securities regulatory and Exchange requirements.

Directors, Executive Officers and Principal Shareholders of New Idaho Champion

Pursuant to the Letter Agreement and Amalgamation Agreement, the New Idaho Champion Board will consist of nominees approved by Idaho Champion. Their names and principal occupations are set forth in the chart below.

Directors

Upon Amalgamation, the Articles of New Idaho Champion will be the same as the Articles of GoldTrain which require a minimum of three (3) and a maximum of nine (9) directors. At a meeting of the directors of New Idaho Champion on the Effective Date, it is proposed that two (2) directors of GoldTrain in office at the Effective Time will resign in sequence and be replaced by two (2) directors designated by Idaho Champion who will hold office until the next annual meeting of New Idaho Champion shareholders or until the directors' respective successors are duly elected or appointed.

The newly appointed New Idaho Champion Board will initially consist of four (4) members, none of whom are currently directors of GoldTrain and two (2) of whom are currently directors of Idaho Champion. The following table sets out the name, province and country of residence, position or office held and period served as a director or officer with Idaho Champion, the principal occupation during the past five years and the anticipated holdings of New Idaho Champion Shares immediately following the Effective Time of each proposed director of New Idaho Champion.

Name, Province and Country of Residence	Current Office or Position held with Idaho Champion or GoldTrain and Period served as Director of Idaho Champion or GoldTrain	Chief Occupation for Past Five Years	Anticipated Number of New Idaho Champion Shares to be Beneficially Owned, Directly or Indirectly, or Over Which Control and Direction are Exercised
Jonathan Buick Ontario, Canada	President and Chief Executive Officer of Idaho Champion since December 20, 2016 and a director of Idaho Champion since	Owner and managing director of Harp Capital Corp. (an advisory services company for the mining and mineral exploration industry)	4,001,851

Name, Province and Country of Residence	Current Office or Position held with Idaho Champion or GoldTrain and Period served as Director of Idaho Champion or GoldTrain	Chief Occupation for Past Five Years	Anticipated Number of New Idaho Champion Shares to be Beneficially Owned, Directly or Indirectly, or Over Which Control and Direction are Exercised
	February 14, 2017		
Bruce Reid Ontario, Canada	Director of Idaho Champion since February 14, 2017	President and Chief Executive Officer of Bunker Hill Mining Corp. (formerly Liberty Silver Mining Corp.) (a mineral exploration company) since 2017 and, prior thereto, Executive Chairman of Carlisle Goldfields Limited (a mineral exploration company) from January 31, 2014 until January 6, 2016 and prior thereto, President and Chief Executive Officer thereof	10,078,726
Donald A. Sheldon Ontario, Canada	Director of GoldTrain since October 25, 2017	Partner, Dickinson Wright LLP (a law firm) since September 2014 and, prior thereto, Executive Officer of Sheldon Huxtable Professional Corporation (a law firm)	1,269,233
Paul Fornazzari Ontario, Canada	Proposed Director of New Idaho Champion	Partner at Fasken Martineau Walker LLP (a law firm) since 2015 and, prior thereto, Partner at Gowling Lafleur Henderson LLP (a law firm)	350,000

Officers

The first executive officers of New Idaho Champion are expected to be the following:

- (a) Jonathan Buick, President and Chief Executive Officer; and
- (b) Julio DiGirolamo, Chief Financial Officer and Secretary;

In addition, the following directors are expected to fulfill the following roles: (i) Bruce Reid, Chairman of the Board (not an executive office); and (ii) Donald Sheldon, Secretary (not an executive office).

Biographies of Proposed New Idaho Champion Directors and Executive Officers

Below are the biographies of the proposed directors and officers of New Idaho Champion. None is expected to work full time for New Idaho Champion. Each will devote such percentage of his time to New Idaho Champion as is required to fulfil the requirements of his position. Each officer is expected to be an independent contractor rather than an employee of New Idaho Champion.

Bruce Reid, Director and non-executive Chairman of the Board – Age 63

Mr. Reid is the President and Chief Executive Officer of Bunker Hill Mining Corp., as well as a Director. Mr. Reid was most recently the Chairman, President and Chief Executive Officer of the Carlisle Goldfields from January 2010 until January 2016 when the Company was purchased by Alamos Gold Inc. Mr. Reid was also the Founder, President and Chief Executive Officer of U.S. Silver Corp. from June 2005 to early 2008. Mr. Reid is also currently a Director of Satori Resources, Canuc Resources and several other Public Mining Companies. Previous to this Mr. Reid was intimately involved in the start-up and successful build and sale of numerous Mining Companies such as Western Goldfields, Patricia Mining and High Plains Uranium. Mr. Reid has extensive experience in Corporate Finance and Mining Investment Research with a twenty year Career in the investment business with such firms as Nesbitt Thomson, Loewen Ondaatje McCutcheon and Yorkton Securities.

Mr. Reid combines all this with direct practice as an Exploration Geologist working on numerous projects in the Canadian North during the 1970s and early 1980s. His background of more than 40 years of direct and indirect experience in the mining and mineral exploration industry follows graduation with a B.Sc. in Geology from the University of Toronto in 1979 and a finance degree from the University of Windsor in 1982. It is anticipated that Mr. Reid will devote approximately 25% of his regular working time to the business and affairs of New Idaho Champion.

Jonathan Buick, Director and Chief Executive Officer – Age 49

Mr. Buick has over 20 years of business, management and financing experience. He has been involved in mergers and acquisitions, restructuring, equity research and corporate finance, raising in excess of \$400M dollars during his career. In his role as advisor Mr. Buick has been successful in representing clients in the negotiation of Joint Ventures, strategic partnerships, project finance and direct investment through his extensive set of relationships with Korean corporations and financial institutions. It is anticipated that Mr. Buick will devote approximately 90% of his regular working time to the business and affairs of New Idaho Champion.

Paul Fornazzari, Director – Age 51

Mr. Fornazzari is a partner at the law firm Fasken Martineau DuMoulin LLP. He was a former Chairman of Lithium Americas Corp. and has been a director of various public companies for most of his career. Previously, Mr. Fornazzari was a partner at another international law firm where he was head of its Corporate Finance, Securities and Public M&A National Practice Group and of its Mining Group. Mr. Fornazzari has broad experience advising boards, executive teams and investment dealers and acts for domestic and foreign clients in various industries including mining, petroleum, technology, life sciences and financial services. As a fluent Spanish speaker from Latin America, he has transactional experience and a strong network in almost all of the jurisdictions in that region. Mr. Fornazzari holds a Masters of Law from Osgoode Hall Law School in Securities Law and a Bachelor of Law from the University of Windsor. It is anticipated that Mr. Fornazzari will devote approximately 5% of his regular working time to the business and affairs of New Idaho Champion.

Julio DiGirolamo, Chief Financial Officer – Age 49

Mr. DiGirolamo is a Chartered Professional Accountant and the Chief Financial Officer of the Company. Mr. DiGirolamo has over 23 years of senior-level public company experience

including four and a half years as CFO for Carlisle Goldfields Limited, a TSX-listed gold exploration company with projects located in northern Manitoba, Canada, until its sale to Alamos Gold Inc. in January 2016. Mr. DiGirolamo is currently CFO for Bunker Hill Mining Corp., Idaho Champion Gold Mines Ltd., SGX Resources Inc., and Satori Resources Inc. He began his public market experience while holding various senior roles during his five years with Greenstone Resources Ltd., a TSX and NASDAQ-listed gold mining company whose activities were focused in four Latin American countries. Mr. DiGirolamo was also previously the Chief Financial Officer of Asia Now Resources Corp., a TSX Venture Exchange-listed junior exploration company, and Chief Financial Officer and Corporate Secretary of Innovium Media Properties Corp., a TSX Venture Exchange-listed early stage investor. During his time at Innovium, he also acted as interim Chief Financial Officer at Seed Media Group LLC and as Chief Financial Officer, Corporate Secretary and member of the Board of Directors of Atlantis Systems Corp. Over his career, Mr. DiGirolamo has served on the boards of various public and non-profit organizations. It is anticipated that Mr. DiGirolamo will devote approximately 33% of his regular working time to the business and affairs of New Idaho Champion.

Donald Sheldon, Director and non-executive Secretary – Age 71

Donald Alexander Sheldon (B.A.Sc. (1970 University of Toronto), M.A.Sc. (1972, University of Toronto), LL.B. (1974, Osgoode Hall Law School at York University), P.Eng. (1973, Association of Professional Engineers of Ontario)) is a securities, mining and corporate lawyer practising at the firm of Dickinson Wright LLP in Toronto. He is also a professional engineer. Mr. Sheldon has been practising corporate and commercial law for over 40 years with an emphasis on corporate finance and securities regulation. He is licensed to practise law in both Ontario and Alberta. He is and has been for more than 25 years a lecturer in the Faculty of Engineering at the University of Toronto. He is a member of the Canadian Institute of Corporate Directors. He is and has been a director and officer of numerous public corporations listed on Canadian stock exchanges. It is anticipated that Mr. Sheldon will devote approximately 5% of his regular working time to the business and affairs of New Idaho Champion.

Directors Relationships with Other Reporting Issuers

Certain of the directors of Idaho Champion who will become directors of New Idaho Champion are directors and officers of other reporting issuers:

Director	Officer of Other Reporting Issuers	Director of Other Reporting Issuers
Paul Fornazzari	NeoLithium Corp. Samco Gold Limited	NeoLithium Corp. Posera Limited
Bruce Reid	Bunker Hill Mining Corp. SGX Resources Inc.	Bunker Hill Mining Corp. Canuc Resources Corporation Debut Diamonds Inc. KWG Resources Inc. Satori Resources Inc. SGX Resources Inc. Telferscot Resources Inc.
Donald Sheldon	Metalcorp Limited	KWG Resources Inc. Metalcorp Limited

Corporate Cease Trade Orders, Corporate and Individual Bankruptcies and Insolvencies

To the knowledge of GoldTrain, none of the foregoing nominees for director or officer of New Idaho Champion is, at the date of this Circular, or has been, within ten (10) years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including GoldTrain and Idaho Champion) that,

- (a) was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than thirty (30) consecutive days, and that was issued while the proposed director was acting in the capacity of director, chief executive officer (“CEO”) or chief financial officer (“CFO”), or
- (b) was subject to an order that was issued after the proposed director ceased to be a director, CEO or CFO and which resulted from an event that occurred while that person was acting in the capacity of director, CEO or CFO.

To the knowledge of GoldTrain, other than as described below, none of the foregoing nominees for director or officer of New Idaho Champion (a) is, at the date of this Circular, or has been, within ten (10) years before the date of this Circular, a director or executive officer of any company (including GoldTrain and Idaho Champion), that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets, with the exception of Bruce Reid who served as a director of Asia Now Resources Corp. (“ANR”) from June 2012 to January 2015 and Julio DiGirolamo, who served as Chief Financial Officer of ANR from August 2013 until August 2015, after which, in August 2015, a receiver was appointed to liquidate ANR’s assets; or (b) has, within the ten (10) years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Penalties and Sanctions

To the knowledge of GoldTrain, no nominee for director of New Idaho Champion has been subject to (a) any penalties or sanctions imposed by a court relating to securities legislation, or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Shareholdings of the Anticipated Insiders, Promoters and Control Persons of New Idaho Champion

The shareholdings pre-Amalgamation and post-Amalgamation of each anticipated insider, promoter and control person of New Idaho Champion now and following the closing of the

Amalgamation, are, or will be, as follows (based on issued and outstanding shares totalling 37,612,405 after the Amalgamation):

Insider, Promoter or Control Person of New Idaho Champion	Post-Consolidation GoldTrain Shares Owned or Controlled Before the Amalgamation		Post-Consolidation New Idaho Champion Shares Owned ⁽²⁾ or Controlled After Giving Effect to the Amalgamation	
	Number	Percentage ⁽¹⁾	Number	Percentage ⁽²⁾
Bruce Reid	78,726	4.7	10,078,726	26.8
Jonathan Buick	1,851	0.1	4,001,851	10.6
Donald Sheldon	769,233	45.7	1,269,233	3.8
Paul Fornazzari	0	0.0	350,000	0.9
Julio DiGirolamo	0	0.0	1,000,000	2.7

Notes:

- (1) Assuming completion of the 1:3 share consolidation and Debt Conversion without any Additional Cash Loans or Special Warrants – 1,681,861 Post-Consolidation GoldTrain Shares issued and outstanding.
- (2) Assuming the issuance of 34,600,000 Post-Consolidation GoldTrain Shares in connection with the Amalgamation, resulting in 37,612,405 Post-Consolidation GoldTrain Shares being issued and outstanding after the Amalgamation (assuming that 3,558,000 additional Idaho Champion Shares are issued pursuant to the Concurrent Financing and 4,000,000 Idaho Champion Shares are issued in respect of the acquisition of the Cobalt Project).

It is anticipated that, as at the Effective Time, the directors and officers of New Idaho Champion will beneficially own or control or direct, directly or indirectly, in the aggregate 16,699,810 New Idaho Champion Shares representing approximately 44.4% of the issued and outstanding shares of New Idaho Champion Shares.

Principal shareholder

Based on information available as at the date of this Circular, it is anticipated that, as at the Effective Time, three shareholders will beneficially own or exercise control or direction over, directly or indirectly, more than 10% of the outstanding voting securities of New Idaho Champion, and the table below sets out such shareholder's name and municipality of residence, as well as the number of voting securities anticipated to be so owned, controlled or directed and the percentage of the outstanding voting securities of New Idaho Champion anticipated to be so owned, controlled or directed.

Name and Province and Country of Residence	Number of New Idaho Champion Shares	Type of Ownership	Percentage of Outstanding New Idaho Champion Shares
Bruce Reid, Ontario, Canada	10,078,726	Direct	26.8
Jonathan Buick, Ontario, Canada	4,001,851	Direct	10.6
Greg Shifrin, Sandpoint, Idaho, U.S.A.	4,000,000	Indirect ⁽¹⁾	10.6

Notes:

- (1) Assuming completion of all claims of the Cobalt Project - to be held through American Cobalt Corp.

Escrowed Securities

Currently, none of GoldTrain's Common Shares are subject to any escrow arrangements.

Concurrently with the completion of the Amalgamation, in order to comply with CSE policies regarding 'Fundamental Changes' the Corporation will enter into an Escrow Agreement with Computershare Trust Company of Canada, pursuant to which its senior officers, directors and other insiders will deposit all 20,207,276 of their New Idaho Champion Shares in escrow (the "Escrowed Securities") as set out below.

Designation of class	Number of securities to be held in escrow or that are subject to a restriction on transfer	Percentage of class⁽¹⁾
Common Shares	20,207,276	53.7%

Notes:

(1) Assuming that none of senior officers, directors or other insiders of New Idaho Champion acquire any Special Warrants, any additional Idaho Champion Shares pursuant to the Concurrent Financing or any New Idaho Champion Shares pursuant to the conversion of Additional Cash Loans.

The Escrowed Securities will be released from escrow on the following schedule:

Time or event for release of Escrowed Securities	Percentage of Shares to be Released
On the day that the New Idaho Champion Shares commence trading on the CSE (the "Escrow Commencement Date")	10% of the Escrowed Securities
6 months after the Escrow Commencement Date	15% of the Escrowed Securities
12 months after the Escrow Commencement Date	15% of the Escrowed Securities
18 months after the Escrow Commencement Date	15% of the Escrowed Securities
24 months after the Escrow Commencement Date	15% of the Escrowed Securities
30 months after the Escrow Commencement Date	15% of the Escrowed Securities
36 months after the Escrow Commencement Date	15% of the Escrowed Securities

Compensation Discussion and Analysis

It is anticipated that New Idaho Champion will adopt the compensation principles of Idaho Champion following the Effective Date and that the New Idaho Champion Board will appoint a compensation committee following the Effective Date which will be responsible for determining all forms of compensation, including long-term incentives in the form of stock options, to be granted to the proposed Named Executive Officers and directors of New Idaho Champion, and for reviewing the CEO's recommendations respecting compensation of the other officers of New

Idaho Champion, to ensure such arrangements reflect the responsibilities and risks associated with each position. When determining the compensation of its officers, the New Idaho Champion Board will consider: (i) recruiting and retaining executives critical to the success of New Idaho Champion and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and the shareholders of New Idaho Champion; and (iv) rewarding performance, both on an individual basis and with respect to operations in general. See Part Five under “*Disclosure Relating to Idaho Champion Gold Mines Ltd. – Compensation Discussion and Analysis*” for details of the compensation principles of Idaho Champion.

Option-Based Awards of NEOs of New Idaho Champion

The terms of the New Idaho Champion Stock Option Plan will be identical to those of the GoldTrain Stock Option Plan. See Part Three under “*Summary of Terms and Conditions of the GoldTrain Stock Option Plan*” for details. The New Idaho Champion Board may amend the stock option plan from time to time in accordance with applicable securities and Exchange regulations, subject to any necessary shareholder approvals.

Pension Plan Benefits

It is not anticipated that New Idaho Champion will, as of the Effective Date nor in the foreseeable future, have any pension plans that provide for payments of benefits at, following or in connection with retirement or provide for retirement or deferred compensation plans for the Named Executive Officers or directors of New Idaho Champion.

Termination and Change of Control Benefits

It is not anticipated that there will, as of the Effective Time, be any contracts, agreements, plans or arrangements that provide for payments to the Named Executive Officers of New Idaho Champion at, following, or in connection with, any termination, resignation, retirement, change in control of New Idaho Champion or change in their responsibilities. See also the termination provisions of the GoldTrain Stock Option Plan in Part Three under “*Summary of Terms and Conditions of the GoldTrain Stock Option Plan*” for the effect of termination on New Idaho Champion Options.

Material Factors Necessary to Understand Director Compensation

It is not anticipated that directors of New Idaho Champion will receive any compensation for attending meetings of the directors, meetings of New Idaho Champion committees of the Board or meetings of the shareholders of New Idaho Champion. It is anticipated that the directors of New Idaho Champion will be eligible to be granted stock options under the New Idaho Champion Stock Option Plan, as described in Part Three under “*Terms and Conditions of the GoldTrain Stock Option Plan*”.

Directors and Officers Liability Insurance

It is anticipated that, promptly following the Effective Date, New Idaho Champion will assume the existing directors’ and officers’ liability insurance policy held by Idaho Champion (or acquire its own policy) for the protection of the directors and officers of New Idaho Champion.

See Part Five under “*Disclosure Relating to Idaho Champion Gold Mines Ltd. – Directors and Officers Liability Insurance.*”

Equity Compensation Plan Information

The following table sets out information proposed to be in effect as at the Effective Time with respect to the New Idaho Champion Stock Option Plan, which is the only compensation plan as at such time under which options to purchase equity securities of New Idaho Champion will be authorized for issuance to employees or non-employees such as directors and consultants. The New Idaho Champion Stock Option Plan will, upon Amalgamation, be the same as the GoldTrain Stock Option Plan. For further information regarding the New Idaho Champion Stock Option Plan, see Part Three under “*Summary of Terms and Conditions of the GoldTrain Stock Option Plan*”.

	Number of securities to be issued upon exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Plan Category	(a)	(b)	(c)
Equity compensation plans approved by securityholders ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾	0	N/A	3,761,240
Equity compensation plans not approved by securityholders	Nil	N/A	Nil
Total	0	N/A	3,761,240

Notes:

- (1) The GoldTrain Stock Option Plan is a “rolling plan” providing for options to be granted on a number of shares equal to 10% of the issued and outstanding shares at the time of the grant.
- (2) Assuming 4,000,000 Idaho Champion Shares are issued for the Cobalt Project and 3,558,000 Idaho Champion Shares are issued pursuant to the Concurrent Financing after the date of this Circular.
- (3) Assuming 76,330 Additional Cash Loans are advanced or converted.
- (4) Assuming 1,012,500 Special Warrants are issued pursuant to the GoldTrain Concurrent Financing.

Indebtedness of Directors and Officers

It is not anticipated that, as at the Effective Time, any proposed director or officer of New Idaho Champion or any associate thereof, will be indebted to New Idaho Champion or its subsidiary, Amalco, or any of its subsidiaries.

SELECTED PRO FORMA FINANCIAL INFORMATION REGARDING NEW IDAHO CHAMPION

The following table sets out certain selected historical financial information for each of Idaho Champion and GoldTrain as well as unaudited *pro forma* financial information for New Idaho Champion, after giving effect to the Amalgamation. Idaho Champion has a financial year ending December 31 and GoldTrain has a financial year ending December 31.

The following information should be read in conjunction with the unaudited Pro Forma Consolidated Financial Statements of GoldTrain Resources Inc. and the notes thereto attached as Appendix “E” to this Circular which are based on the audited consolidated financial statements of Idaho Champion for the year ended December 31, 2017 and the period from incorporation (June 16, 2016) to December 31, 2016 and the audited financial statements of GoldTrain for the years ended December 31, 2017 and 2016.

Summary of Pro Forma Consolidated Statement of Financial Position as at December 31, 2017.

As at	Historical		Pro Forma	
	Idaho Champion December 31, 2017 (Audited)	GoldTrain December 31, 2017 (Audited)	Adjustments	New Idaho Champion December 31, 2017 (Unaudited)
Current Assets	456,875	24	(211,440)	245,459
Total Assets	456,875	24	(211,440)	245,459
Total Liabilities	171,658	615,054	(521,514)	265,198
Shareholders' Equity (Deficiency)	285,217	(615,030)	310,074	(19,739)

Summary of Pro Forma Consolidated Statement of Comprehensive Loss for 12-month Period Ended December 31, 2017

As at	Historical		Pro Forma	
	Idaho Champion December 31, 2017 (Audited)	GoldTrain December 31, 2017 (Audited)	Adjustments	New Idaho Champion December 31, 2017 (Unaudited)
Revenue	-	-	-	-
Selected Expenses:				
<u>Management Fees</u>	26,765	-	-	26,765
<u>Property Acquisition Costs</u>	323,053	-	-	323,053
Exploration/Project	804,665	3,088	-	807,753

As at	Historical		Pro Forma	
	Idaho Champion December 31, 2017 (Audited)	GoldTrain December 31, 2017 (Audited)	Adjustments	New Idaho Champion December 31, 2017 (Unaudited)
Costs				
Professional and Consulting Fees	31,716	48,537	-	80,253
General and Administrative	11,371	102		11,473
Foreign Exchange Loss	3,625	-	-	3,625
Shareholder Information	36,851	11,924	--	48,775
Listing Expense	--	-	200,000	200,000
Total Expenses	1,238,046	63,651	679,977	1,981,674
Loss and Comprehensive Loss	(1,238,046)	63,651	(679,977)	1,911,674(1,981,674)
Basic and Diluted Loss Per Common Share	0.119	0.022		0.091

Corporate Governance

The Board of Directors of New Idaho Champion is expected to adopt corporate governance practices that are substantially similar to those of Idaho Champion. See Part Five under “*Disclosure Relating to Idaho Champion Gold Mines Ltd. - Corporate Governance Disclosure*” above.

Auditors of New Idaho Champion

It is proposed that UHY McGovern Hurley LLP, Chartered Professional Accountants, Toronto, Ontario, the current auditors of Idaho Champion, will be the auditors of New Idaho Champion until the first annual meeting of shareholders of New Idaho Champion or until their successors are elected or appointed.

Audit Committee and Audit Committee Charter

The Board of Directors of New Idaho Champion is expected to appoint the members of the audit committee following the Effective Time. It is anticipated that New Idaho Champion Board will adopt the GoldTrain Audit Committee Charter attached hereto as Appendix “A”.

Registrar and Transfer Agent

The Registrar and Transfer Agent for New Idaho Champion will continue to be Computershare Trust Company of Canada, at its Toronto office located at 100 University Ave, 8th Floor, Toronto ON, M5J 2Y1.

Dividend Policy

As at the Effective Time, there will be no restrictions in GoldTrain's Articles or elsewhere which would prevent New Idaho Champion from paying dividends following the completion of the Amalgamation. All of the New Idaho Champion Shares will be entitled to an equal share in any dividends declared and paid on such common shares. However, it is anticipated that all available funds will be invested to finance the growth of New Idaho Champion's business and, accordingly, it is not contemplated that any dividends will be paid on the New Idaho Champion shares in the immediate or foreseeable future. The Board of Directors of New Idaho Champion will determine if, and when, dividends will be declared and paid in the future from funds properly applicable to the payment of dividends based on New Idaho Champion's financial position at the relevant time.

Interests of Management and Others in Material Transactions and Conflicts of Interest

See Part Four under "*The Proposed Business Combination with Idaho Champion - Interests of Insiders, Promoters or Control Persons in the Business Combination*" above. See also Part Three under "*Interests of Certain Persons or Companies in Matters to be Acted Upon and Interests of Informed Persons in Material Transactions*" and Part Five under "*Interests of Informed Persons of Idaho Champion in Material Transactions*". It is not anticipated that there will be any changes as at the Effective Date with respect to New Idaho Champion.

Material Contracts

Upon Amalgamation, the material contracts of New Idaho Champion will, indirectly through Amalco, be the same as those of Idaho Champion. See Part Five under "*Disclosure Relating to Idaho Champion Gold Mines Ltd. - Material Contracts*".

PART SEVEN

RISK FACTORS AND MISCELLANEOUS

RISK FACTORS

The risks associated with the mineral exploration and development business are numerous. Some of them are described below. Additional risks that are not yet identified or that GoldTrain or Idaho Champion believes are immaterial may also impair New Idaho Champion's business operations. New Idaho Champion's business, operating results and financial condition could be adversely affected by any of those or the following risks:

1. Nature of New Idaho Champion's Business

It is not anticipated that New Idaho Champion will earn income from ongoing operations in the near future; those operations are aimed at the discovery and development of mineral deposits for economic value. There is no assurance that any mineral deposits having economic value will be discovered or, if discovered, will be sufficient to sustain feasible mining activities or profitable operations.

The operations of New Idaho Champion are subject to all of the hazards and risks normally incidental to exploration and development of mineral properties, any of which could result in damage to life or property, environmental damage and possible legal liability for any or all damage. The activities of New Idaho Champion may be subject to prolonged disruption of activities or scheduled work programs, due to weather conditions, barriers to property access, whether natural (such as floods or road damage) or man-made (such as blockades), depending on the location of operations in which New Idaho Champion has interests. Hazards, such as unusual or unexpected formation, rock bursts, pressures, cave-ins, flooding or other conditions may be encountered in the drilling and removal of material. While New Idaho Champion may obtain insurance against certain risks in such amounts as it considers adequate, the nature of these risks is such that liabilities could exceed policy limits or could be excluded from coverage. There are also risks against which New Idaho Champion cannot insure or against which it may elect not to insure. The potential costs which could be associated with any liabilities not covered by insurance or in excess of insurance coverage or compliance with applicable laws and regulations may cause substantial delays and require significant capital outlays, adversely affecting the future earnings and competitive position of New Idaho Champion and, potentially, its financial position.

Whether a mineral deposit will be commercially viable depends on a number of factors, some of which are the particular attributes of the deposit, such as its size and grade, proximity to infrastructure, financing costs and governmental regulations, including regulations relating to prices, taxes, royalties, infrastructure, land use, importing and exporting and environmental protection. The effect of these factors cannot be accurately predicted, and the combination of these factors may result in New Idaho Champion not receiving an adequate return on invested capital.

2. Capital Needs

The exploration, development and mining of New Idaho Champion's properties will require substantial additional financing. The only current sources of future funds available are the sale of additional equity capital and the borrowing of funds. There is no assurance that such funding will be available to New Idaho Champion or that it will be obtained on terms favourable to New Idaho Champion or will provide New Idaho Champion with sufficient funds to meet its objectives, which may adversely affect New Idaho Champion's business and financial position. Failure to obtain sufficient financing may result in delaying or indefinite postponement of exploration, development or production on any or all of New Idaho Champion's properties or even a loss of property interests.

3. Additional Funds for Future Exploration and Development, Dilution

As a mineral exploration company, New Idaho Champion does not generate cash flow from its activities and it must rely primarily on issuances of its securities or the borrowing of funds to finance its operations. The exploration and development of the mineral properties will require substantial funds beyond those it has and there is no assurance that such additional funds will be available to New Idaho Champion on commercially reasonable terms or in sufficient amounts to allow New Idaho Champion to continue to pursue its objectives. The inability of New Idaho Champion to raise further funds, whether through additional equity issuances or by other means, could result in delays or the indefinite postponement of planned exploration, development or production activities or, in certain circumstances, the loss of some or all of its property interests or cessation of all exploration, development and mining activities. The occurrence of any of these events could have a material adverse effect upon New Idaho Champion and the value of its securities. If additional financing is raised by the issuance of additional shares from the treasury of New Idaho Champion, holders of shares previously issued by New Idaho Champion will suffer immediate dilution and New Idaho Champion may experience a change of control.

4. Going Concern

Values attributed to New Idaho Champion's assets may not be realizable, New Idaho Champion has a limited history and its ability to continue as a going concern depends upon a number of significant variables. The amounts attributed to New Idaho Champion's exploration properties in its financial statements represent acquisition and exploration costs and should not be taken to represent realizable value. Further, New Idaho Champion has no proven history of performance, revenues, earnings or success. As such, New Idaho Champion's ability to continue as a going concern is dependent upon the existence of economically recoverable resources, the ability of New Idaho Champion to obtain the necessary financing to complete the development of its interests and future profitable production or, alternatively, upon New Idaho Champion's ability to dispose of its interests on a profitable basis.

5. Commodity Price Risk

The price of the New Idaho Champion Shares, its financial results, exploration and development activities have been, or may in the future be, adversely affected by declines in the price of gold and/or other metals. Prices for gold, copper, nickel, platinum or any other minerals discovered fluctuate widely and are affected by numerous factors beyond New Idaho Champion's control, such as the sale or purchase of commodities by various central banks and financial institutions, expectations of inflation or deflation, currency exchange fluctuations, interest rates, global or regional consumptive patterns, international supply and demand, speculative activities and increased production due to new mine developments, improved mining and production methods and international economic and political trends. New Idaho Champion's revenues, if any, are expected to be in large part derived from mining and sale of precious and base metals or interests in properties related thereto. The effect of these factors on the price of precious and base metals, and therefore the economic viability of any of New Idaho Champion's exploration projects, cannot accurately be predicted.

6. Resource Exploration

Resource exploration and development is a speculative business involving significant risks which even a combination of careful evaluation, experience and knowledge may not eliminate. While the discovery of an ore body may result in substantial gains, few properties which are explored are ultimately developed into producing mines. There is no assurance that any of the mineral properties currently held by Idaho Champion or any other mineral properties which may be explored by New Idaho Champion contain ore bodies or may be developed into producing mines. Nor is there any assurance that if such properties contain such ore bodies that New Idaho Champion will be able to discover and develop them. The extraction of metals and minerals from ore involves complicated metallurgical processes and recovery rates and costs can vary; there is no assurance that ore bodies, if discovered, will be able to be mined economically or successfully.

7. Land Title

Although each of GoldTrain and Idaho Champion has taken reasonable measures to ensure proper title to its properties, there is no guarantee that title to any of those properties will not be challenged or impugned. Third parties, including, without limitation, aboriginal peoples, may have valid claims against New Idaho Champion properties.

8. Environmental Liabilities

Pre-existing environmental liabilities may exist on the properties in which GoldTrain or Idaho Champion currently holds an interest or on properties that may be subsequently acquired by New Idaho Champion, which environmental liabilities may be unknown to New Idaho Champion and which have been caused by previous or existing owners or operators of the properties. Exploration activities may also have environmental impacts and may cause environmental liabilities. In any such events, New Idaho Champion may be required to remediate these properties and the costs of such work could have an adverse effect upon New Idaho Champion and the value of its shares.

9. New Idaho Champion's Activities are Subject to Extensive Governmental Regulation

Exploration, development and mining of minerals are subject to extensive federal, state, provincial and local laws and regulations governing acquisition of the mining interests, prospecting, development, mining, production, exports, taxes, labour standards, occupational health, waste disposal, toxic substances, water use, land use, land claims of aboriginal peoples and local people, environmental protection and remediation, endangered and protected species, mine safety and other matters.

10. Permits and Licenses

The operations of New Idaho Champion may require licenses and permits from various governmental authorities. Each of GoldTrain and Idaho Champion believes that it presently holds all necessary licenses and permits required to carry on with activities which it is currently conducting under applicable laws and regulations and each of GoldTrain and Idaho Champion believes it is presently complying in all material respects with the terms of such licenses and

permits. However, such licenses and permits are subject to change in regulations and in various operating circumstances. There can be no assurance that New Idaho Champion will be able to obtain all necessary licenses and permits required to carry out exploration, development and mining operations at its projects.

11. Industry Conditions

The mineral exploration and mining industry is intensely competitive and there is no assurance that, even if commercial quantities of a mineral resource are discovered, a profitable market would exist for the sale of same. New Idaho Champion will compete with corporations and other business entities which are better financed and have better access to capital than New Idaho Champion; there is no assurance that New Idaho Champion will be able to successfully compete against such other corporations and entities for capital or for properties. Mineral exploration properties are sometimes subject to land claims by aboriginal peoples. There is no assurance that such claims, if asserted, can be satisfactorily resolved on an economic or timely basis.

12. Uninsured hazards

Hazards such as unusual geological conditions and/or historical mine workings are involved in exploring for and developing mineral deposits. Mineral exploration and mining activities are also subject to environmental risks. New Idaho Champion may become subject to liability for pollution or other hazards which cannot be insured against or against which New Idaho Champion may elect not to insure because of high premium costs or other reasons. The payment of any such liability, if one should occur, could result in a loss of New Idaho Champion's assets or the insolvency of New Idaho Champion.

13. Future Financing

Completion of future programs may require additional financing which may dilute the interests of existing shareholders. New Idaho Champion will be dependent on additional financing through the sale of shares to undertake its exploration programs. Furthermore, there can be no assurances that any such additional financing, whether by way of debt or equity, would be forthcoming when required, on reasonable terms or at all.

14. Uncertainty in the Calculation of Deposits

There are numerous uncertainties inherent in exploring for and assessing and evaluating mineral deposits, many of which will be beyond New Idaho Champion's control. Although the exploratory and sampling results disclosed herein have been undertaken by qualified experts, these figures in and of themselves can provide no assurance that an economic mineral deposit will be discovered or developed on New Idaho Champion's properties. In addition, there can be no assurance that mineral recoveries in small-scale laboratory tests will be duplicated in large-scale tests, under on-site conditions or during production. Further, even in the event that mineral deposits are defined on New Idaho Champion's properties, there can be no assurance that they will ever be capable of being commercialized.

15. Access to Infrastructure

Although Idaho Champion's properties are relatively close to infrastructure – road, railroad, electricity, gas and labour – such infrastructure is not currently located on or directly accessing Idaho Champion's properties. Accordingly, roads, railroads, pipelines, transmission lines, etc. will need to be constructed to access New Idaho Champion's properties in order to develop any mineral deposits discovered thereon. The costs of such infrastructure could be substantial. Rights-of-way or easements or other surface rights may be required. There is no assurance that any required additional financing or access rights would be available to New Idaho Champion when required, on reasonable terms or at all.

16. Investment Returns

Neither GoldTrain nor Idaho Champion has ever paid a dividend nor made a distribution on any of its securities. Further, New Idaho Champion may never achieve a level of profitability that would permit payment of dividends or making other forms of distribution to securityholders. In any event, given the stage of New Idaho Champion's development, it will likely be a long period of time before New Idaho Champion could be in a position to pay dividends or make distributions to its investors. Accordingly, an investment in GoldTrain Shares, Special Warrants, Idaho Champion Shares or New Idaho Champion Shares is only appropriate for persons with no expectation of return on such investment over the near or medium term and who understand fully the speculative nature of such investment. The payment of any future dividends by New Idaho Champion will be at the sole discretion of its Board of Directors. In this regard, New Idaho Champion currently intends to retain all available funds to finance the expansion of its business and does not anticipate paying dividends in the foreseeable future.

17. Aboriginal Land Claims and Aboriginal Rights

New Idaho Champion's properties and mineral exploration claims in Canada may, in the future, be the subject of aboriginal peoples' land claims or aboriginal rights claims. The legal basis of an aboriginal land claim and aboriginal rights in Canada is a matter of considerable legal complexity and the impact of the assertion of such a claim, or the possible effect of a settlement of such claim upon New Idaho Champion cannot be predicted with any degree of certainty at this time. In addition, no assurance can be given that any recognition of aboriginal rights or claims whether by way of a negotiated settlement or by judicial pronouncement (or through the grant of an injunction prohibiting mineral exploration or mining activity pending resolution of any such claim) would not delay or even prevent New Idaho Champion's exploration, development or mining activities.

18. Interest Rate Risk

New Idaho Champion will be investing cash surplus to its operational needs in investment-grade short-term deposit certificates issued by the bank where it keeps its Canadian bank accounts. New Idaho Champion will periodically assess the quality of its investments with its bank. Each of GoldTrain and Idaho Champion is currently satisfied with the credit rating of its bank and the investment grade of its short-term deposit certificates; however, there is no assurance that New Idaho Champion will similarly be satisfied or that its assessments will prove to be warranted.

19. Equity Price Risk

Equity price risk arises from the possibility that changes in market prices will affect the value of the financial instruments of New Idaho Champion. New Idaho Champion is exposed to fair value fluctuations on its other financial assets. New Idaho Champion's other financial instruments (cash, trade and other receivables, and trade and other payables) are not subject to price risk.

20. Foreign Exchange Risk

The commodity markets are international with general pricing determined in various trading centres and commodity exchanges, which prices may be denominated in foreign currency (typically, at this time, US dollars). New Idaho Champion's registered business office is in Canada and, accordingly, expenses at that office and for its regulatory matters will be incurred in Canadian dollars; however, its principal exploration activities are anticipated to be incurred in the foreseeable future in Idaho, USA, and accordingly, incurred in US dollars. If mineral products and metals are produced from any of New Idaho Champion's properties, the corporation may enter into long-term off-take agreements or spot and forward agreements for the sale of its production denominated in US dollars and become exposed to foreign currency fluctuations between the US dollar relative to the Canadian dollar which may adversely affect New Idaho Champion's financial results.

21. Management Conflicts

Certain proposed directors and officers of New Idaho Champion are also directors and officers of other natural resource companies. Conflicts may arise between the obligations of such directors and officers to New Idaho Champion and to the other natural resource companies. Directors and officers would be required pursuant to applicable corporate law to disclose any conflicts and directors would be required to abstain from voting in respect thereof.

22. Joint Ventures and Option Agreements

From time to time several companies may participate in the acquisition, exploration and development of natural resource properties through options, joint ventures or other structures, thereby allowing for their participation in larger programs, permitting involvement in a greater number of programs and reducing financial exposure in respect of any one program. It may also be the case that a particular company will assign all or a portion of its interest in a particular program to another of these companies due to the financial position of the company making the assignment. In determining whether or not New Idaho Champion will participate in a particular program and the interest therein to be acquired or disposed of by it, the directors will primarily consider the degree of risk to which New Idaho Champion may be exposed and its financial position at that time. In some of those arrangements, failure of a participant to fund its proportionate share of the ongoing costs could result in its proportionate share being diluted and possibly eliminated.

New Idaho Champion may enter into option agreements and joint ventures as a means of gaining or disposing of property interests and raising funds. Any failure of any option or joint venture partner to meet its obligations, or any disputes with respect to third parties' respective rights and obligations could have a material adverse effect on such agreements. In addition, New Idaho

Champion may be unable to exert direct influence over strategic decisions made in respect of properties that are subject to the terms of these agreements.

23. Key Employees

Management of New Idaho Champion will rest on a few key executive officers, the loss of any of whom can have a detrimental effect on New Idaho Champion's operations. New Idaho Champion will not be maintaining key man insurance.

24. Amalgamation

There are risks associated with the Amalgamation including: termination of the Amalgamation Agreement in certain circumstances, in which case the value of the Idaho Champion Shares and the GoldTrain Shares may be adversely affected; the ability of each of Idaho Champion and GoldTrain to satisfy all closing conditions to complete the Amalgamation; the possibility that Idaho Champion Shareholders will not approve the Amalgamation Resolutions; the possibility that the GoldTrain Shareholders may not approve the Proposed Consolidation and other matters to be approved at the Meeting in connection with the Amalgamation; the possibility that the Idaho Champion Board or GoldTrain Board may terminate the Amalgamation; and risks relating to the integration of the business and assets of GoldTrain and Idaho Champion. On completion of the Amalgamation, Amalco, a wholly-owned subsidiary of New Idaho Champion, will be liable for, directly or indirectly, all of the debts, liabilities and obligations of both of Subco and Idaho Champion, whether known, disclosed, contingent, conditional, environment, regulatory or otherwise. New Idaho Champion, through Amalco, will indirectly own all rights to the Baner Project, the Champagne Project and, if acquired, the Cobalt Project, through its subsidiaries. There can be no certainty in knowing or discovering all such liabilities and obligations of each of these entities.

25. Listing on Exchange

There is no certainty that the New Idaho Champion Shares will qualify for continued listing on the CSE or be accepted by an Exchange for listing and posting for trading. If New Idaho Champion Shares are listed and posted for trading on an Exchange, there is no certainty about the timing of such listing.

INTERESTS OF EXPERTS OF GOLDTRAIN AND IDAHO CHAMPION

GOLDTRAIN

Palmer Reed LLP, Chartered Accountants, are the auditors of GoldTrain and are independent of GoldTrain within the meaning of the Rules of Professional Conduct of the Institute of Chartered Professional Accountants of Ontario.

Certain legal matters relating to the Amalgamation will be reviewed on behalf of GoldTrain by Dickinson Wright LLP. As of the date hereof, Donald Sheldon, a partner in the law firm of Dickinson Wright LLP, owns or controls 485,869 issued and outstanding GoldTrain Shares, \$145,746 of the debt to be part of the Debt Conversion (excluding any Additional Cash Loans), and 500,000 Idaho Champion Shares; accordingly, he is anticipated to own or control 1,269,233 New Idaho Champion Shares (post amalgamation) which will represent approximately 3.8% of

New Idaho Champion's anticipated outstanding share capital. Donald Sheldon also controls Sheldon Executive Services Inc. which is anticipated to receive 500,000 Compensation Warrants on completion of the Transactions. He also controls \$342,327 of debt which is proposed to be forgiven on completion of the Transactions.

IDAHO CHAMPION

UHY McGovern Hurley LLP, Chartered Professional Accountants, are the auditors of Idaho Champion and are independent of Idaho Champion within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario.

Darren W. Lindsay, P.Geo., is the author of a technical report prepared for Idaho Champion on the Baner Project, Idaho County, Idaho, USA and beneficially owns, directly or indirectly, less than one percent of the issued and outstanding Idaho Champion Shares. Attached as part of Appendix "G" is the consent of the author of the above-noted technical report regarding the use of the information from the technical report in this Circular.

ADDITIONAL INFORMATION

Additional information relating to GoldTrain can be found on the SEDAR website at www.sedar.com. Copies of this Circular and the audited comparative financial statements and management's discussion and analysis ("MD&A") for the most recently completed financial years ended December 31, 2017 and 2016 are available upon request and without charge, from the Corporation at 199 Bay Street, Suite 2200, Toronto, Ontario, M5L 1G4.

Financial information is provided in GoldTrain's comparative financial statements and MD&A for its most recently completed financial year ended December 31, 2017.

The information contained or referred to in this Circular with respect to Idaho Champion has been furnished by Idaho Champion. GoldTrain has relied on the information relating to Idaho Champion provided by such corporation and takes no responsibility for any errors in such information or omissions therefrom.

APPROVAL BY THE DIRECTORS

The contents and sending of this Circular have been approved by the directors of the Corporation.

Dated as of the 18th day of July, 2018.

"Frank Smeenk"

Frank Smeenk
Chief Executive Officer

APPENDIX “A”

AUDIT COMMITTEE CHARTER

GOLDTRAIN RESOURCES INC. (the “Corporation”)

CHARTER OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS

PURPOSE

The Audit Committee (the “**Committee**”) is a committee of the board of directors of the Corporation (the “**Board**”) established by and among the Board for the purpose of overseeing the accounting and financial reporting processes of the Corporation and audits of the financial statements of the Corporation. This Charter of the Audit Committee sets out the mandate and responsibilities of the Committee as delegated to it by the Board.

COMPOSITION

The Committee shall consist of a minimum of three (3) directors of the Corporation the majority of whom shall not be officers or employees of the Corporation or its affiliates (as that term is defined in the *Canada Business Corporations Act*) and only directors of the Corporation may be members of the Committee. All members of the Committee shall, to the satisfaction of the Board, be “financially literate” as such term is defined in section 1.6 of National Instrument 52-110 Audit Committees (“**NI 52-110**”) or become financially literate as permitted by section 3.8 of NI 52-110. The members of the Committee shall be appointed by the Board to hold office until the following annual shareholders’ meeting.

DUTIES AND RESPONSIBILITIES

The Committee will:

- (a) review and report to the Board on the following before they are approved by the Board or publicly disclosed:
 - (i) the annual financial statements and management’s discussion and analysis (“**MD&A**”) of the Corporation as defined in National Instrument 51-102 *Continuous Disclosure Obligations*; and
 - (ii) the auditors’ report, if any, prepared in relation to those financial statements;
- (b) review and approve, as delegates of the Board, the interim financial statements of the Corporation and the accompanying MD&A;
- (c) review the Corporation’s annual and interim earnings press releases, if any, before the Corporation publicly discloses this information;
- (d) satisfy itself that adequate procedures are in place for the review of the Corporation’s public disclosure of financial information extracted or derived from

the Corporation's financial statements and periodically assess the adequacy of those procedures;

- (e) recommend to the Board:
 - (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 the Corporation; and
 - (ii) the compensation of the external auditor;
- (f) directly 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 the Corporation, including the resolution of disagreements between management and the external auditor regarding financial reporting;
- (g) monitor, evaluate and report to the Board on the integrity of the financial reporting process and the system of internal controls that management and the Board have established;
- (h) establish procedures for:
 - (i) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and
 - (ii) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters;
- (i) pre-approve all non-audit services to be provided to the Corporation or its subsidiary entities by the Corporation's external auditor;
- (j) review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation; and
- (k) with respect to ensuring the integrity of disclosure controls and procedures over financial reporting, understand the process utilized by the Chief Executive Officer and the Chief Financial Officer to comply with National Instrument 52-109 Certification of Disclosure in Issuers' Annual and Interim Filings.

MEETINGS

- (a) The Committee shall meet no less than four times per year. At least annually, the Committee shall meet separately with management and with the external auditors.
- (b) The external auditors of the Corporation will receive notice of every meeting of the Committee and may attend and be heard thereat, and, if requested by a member of the Committee, shall attend every meeting of the Committee held during the term of office of the external auditors. The external auditors or any member of the Committee may call a meeting of the Committee.

- (c) The Board shall be kept informed of the Committee's activities by copies of minutes, at the next board meeting following each Committee meeting or by a verbal report, as the Committee may deem appropriate (see also “*Reporting*”).

QUORUM

Quorum for the Transactions of business at any meeting of the Committee shall be a majority of the total members of the Committee.

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 and pay the compensation for such advisors employed by the Committee.

The Committee has the authority to communicate directly with and to meet with the external auditor and the internal auditor, if any, without management or Board involvement.

REPORTING

The external auditors of the Corporation are required to report directly to the Committee.

The reporting obligations of the Committee to the Board include:

- (a) reporting to the Board on the proceedings of each Committee meeting and on the Committee’s recommendations at the next regularly scheduled Board meeting; and
- (b) reviewing and reporting to the Board on its concurrence with, the disclosure required by Form 52-110F2 in any management information circular, annual information form or annual MD&A prepared by the Corporation.

APPENDIX “B”

GOLDTRAIN RESOURCES INC. (the “Corporation”) DIRECTORS', MANAGEMENT, EMPLOYEES' AND CONSULTANTS' STOCK OPTION PLAN

STOCK OPTION PLAN

Adopted April 27, 2009

1. PURPOSE OF PLAN

- 1.1 The purpose of the Plan is to attract, retain and motivate persons as directors, officers, key employees and consultants of the Corporation and its Subsidiaries and to advance the interests of the Corporation by providing such persons with the opportunity, through share options, to acquire an increased proprietary interest in the Corporation.

2. DEFINED TERMS

Where used herein, the following terms shall have the following meanings, respectively:

- 2.1 “**Associate**”, when used to indicate a relationship with a Person, means: (i) any partner of the Person; (ii) any trust or estate in which the Person has a substantial beneficial interest or in respect of which the Person serves as trustee or in a similar capacity; (iii) in the case of a Person who is an individual, that Person’s spouse or child, or any relative of that Person or of his spouse who has the same residence as that Person and (iv) the Corporation, if the Person beneficially owns or controls, directly or indirectly, voting securities entitling him to more than 10% of the voting rights attached to all outstanding voting securities of the Corporation;
- 2.2 “**Board**” means the board of directors of the Corporation or, if established and duly authorized to act, the Executive Committee or another Committee appointed for such purpose by the board of directors of the Corporation;
- 2.3 “**Business Day**” means any day, other than a Saturday or a Sunday, on which the Exchange is open for trading;
- 2.4 “**Common Shares**” means the common shares of the Corporation;
- 2.5 “**Consultant**” or “**Service Provider**” means an individual (including an individual whose services are contracted through a Consultant Company), other than a director, officer or employee of the Corporation, with whom the Corporation or any Subsidiary has a written contract for substantial consulting, technical, management or other services and who has a relationship with the Corporation that enables such individual to be knowledgeable about the affairs of the Corporation;
- 2.6 “**Consultant Company**” means, for an individual consultant, a corporation or partnership of which the individual is an employee, shareholder or partner;
- 2.7 “**Corporation**” means **GOLDTRAIN RESOURCES INC.** and includes any successor corporation thereto;

- 2.8 **“Designated Brokerage Account”** means an account with an investment dealer or stock broker established by an Optionee providing Investor Relations Activities through which all trades in securities of the Corporation by such Optionee, and only such trades, must be processed unless such Optionee has undertaken to file insider trade reports as set out in section 5.13 (b) or otherwise agreed to securities trading monitoring procedures acceptable to the Board;
- 2.9 **“Disinterested Shareholder Approval”** means approval by a majority of the votes cast by shareholders of the Corporation at a shareholders’ meeting at which holders of non-voting and subordinate voting shares, if any, shall have full voting rights, but excluding votes attaching to Shares beneficially owned by Insiders to whom Options may be granted under the Plan and Associates of such Insiders;
- 2.10 **“Eligible Person”** means any director, officer, employee (part-time or full-time) or Consultant or a corporation that is wholly-owned by any of the foregoing, or a Consultant Company of the Corporation or any Subsidiary;
- 2.11 **“Exchange”** means the principal stock exchange or market on which the Common Shares are or may be listed or quoted from time to time for trading;
- 2.12 **“Insider”** means: (i) a director or senior officer of the Corporation; (ii) a director or senior officer of a company that is an Insider or Subsidiary of the Corporation; or (iii) a Person that beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the Corporation;
- 2.13 **“Investor Relations Activities”** means any activities that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation;
- 2.14 **“Management Company Employee”** means an individual employed by a Person providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a Person engaged in Investor Relations Activities;
- 2.15 **“Market Price”** for Common Shares at any date on which Options are approved by the Board shall be the last closing price of such Common Shares on any Exchange on the last Business Day preceding the date on which such Options are approved by the Board and, in the event that such Common Shares did not trade on such Business Day, the Market Price shall be the average of the bid and ask prices in respect of such Common Shares at the close of trading on such Business Day;
- 2.16 **“Maximum Period”** means the maximum period during which options are exercisable shall be five (5) years. Options expire (i) immediately on termination of office or employment for cause, (ii) 90 days after retirement, resignation or termination of office or employment without cause for directors, employees, consultants or management company employees; (iii) 30 days after retirement, resignation or termination of office or employment without cause for those who are engaged in investor relations activities; (iv) 90 days (30 days for those who are engaged in investor relations activities) after termination of office or employment due to disability or (v) one year after death of the optionholder;
- 2.17 **“Option”** means an option to purchase Common Shares granted under the Plan;
- 2.18 **“Option Price”** means the price per Common Share at which Common Shares may be purchased under the Option, as the same may be adjusted from time to time in accordance with Article 8;

- 2.19 **“Optionee”** means an Eligible Person to whom an Option has been granted;
- 2.20 **“Person”** means an individual, corporation, partnership, unincorporated association or organization, body corporate, trust or other entity;
- 2.21 **“Plan”** means this Stock Option Plan, as the same may be amended or varied from time to time;
- 2.22 **“Share Compensation Arrangement”** means any stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares, including a share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise;
- 2.23 **“Shares”** means and includes the Common Shares of the Corporation or, in the event of an adjustment contemplated by Article 8, such other shares or securities to which an Optionee may be entitled upon the exercise of an Option as a result of such adjustment; and
- 2.24 **“Subsidiary”** means any corporation which is a subsidiary (as such term is defined in the *Canada Business Corporations Act* as amended, varied or re-enacted from time to time) of the Corporation.

3. **ADMINISTRATION OF THE PLAN**

- 3.1 The Plan shall be administered by the Board in accordance with the rules and policies of the Exchange in respect of employee stock option plans. The Board may receive recommendations of management and shall determine and designate from time to time those Eligible Persons to whom Options should be granted, the number of Common Shares which will be optioned from time to time to such Eligible Persons and the terms and conditions of each such grant of Options.
- 3.2 The Board shall have the power, where consistent with the general purpose and intent of the Plan and subject to the specific provisions of the Plan:
- (a) to establish policies and to adopt, prescribe, amend or vary rules and regulations for carrying out the purposes, provisions and administration of the Plan and make all other determinations necessary or advisable for its administration;
 - (b) to interpret and construe the Plan and to determine all questions arising out of the Plan and any Option granted pursuant to the Plan and any such interpretation, construction or determination made by the Board shall be final, binding and conclusive for all purposes;
 - (c) to grant Options to purchase Common Shares;
 - (d) to determine which Eligible Persons are granted Options;
 - (e) to determine the number of Common Shares covered by each Option;
 - (f) to determine the Option Price for each Option;
 - (g) to determine the time or times when Options will be granted and will be exercisable;
 - (h) to determine if the Common Shares which are subject to an Option will be subject to any vesting provisions or other restrictions upon the exercise of such Option; and

- (i) to prescribe the form of the instruments relating to the grant, exercise and other terms of Options which initially shall be substantially in the form annexed hereto as Appendix “A”.

4. SHARES SUBJECT TO THE PLAN

- 4.1 Options may be granted in respect of authorized and unissued Common Shares provided that, subject to increase by the Board and the receipt of any necessary approvals from the Exchange, the maximum aggregate number of Common Shares reserved by the Corporation for issuance and which may be purchased upon the exercise of all Options shall not, at any time, exceed ten percent (10%) of the number of issued and outstanding Common Shares at the time. Common Shares in respect of which Options expire without being exercised shall be available for subsequent Options under the Plan. No fractional Common Shares may be purchased or issued under the Plan.

5. ELIGIBILITY; GRANT; TERMS OF OPTIONS

- 5.1 Options may be granted to Eligible Persons.
- 5.2 Options may be granted by the Corporation from time to time provided and to the extent that such grants are approved by the Board.
- 5.3 Subject to the provisions of this Plan, the number of Common Shares subject to each Option, the Option Price, the expiration date of each Option, the extent to which each Option is exercisable from time to time during the term of the Option and other terms and conditions relating to each such Option shall be determined by the Board. At no time shall the period during which an Option shall be exercisable exceed five (5) years from the date of the grant.
- 5.4 Unless otherwise determined by the Board of Directors at the time of granting of options, the Options granted hereunder (other than to Eligible Persons performing Investor Relations Activities) will vest immediately.
- 5.5 Subject to any minimum price mandated by the rules of the Exchange or other applicable securities regulatory requirements, the Option Price of Common Shares which are the subject of any Option shall in no circumstances be lower than the Market Price of the Common Shares calculated at the date of the grant of the Option less any discount permissible under the rules of the Exchange and other securities regulatory requirements.
- 5.6 Subject to Sections 5.7 and 5.8 hereof, the maximum number of Common Shares which may be reserved for issuance to any one Optionee under this Plan or under any other Share Compensation Arrangement in any 12-month period shall not exceed five percent (5%) of the number of Common Shares outstanding at the date of the grant (on a non-diluted basis).
- 5.7 The maximum number of Common Shares which may be reserved for issuance to any one Consultant under this Plan or under any other Share Compensation Arrangement in any 12-month period shall not exceed two percent (2%) of the number of Common Shares outstanding at the date of the grant (on a non-diluted basis).
- 5.8 The maximum number of Common Shares which may be reserved for issuance to all Persons employed to conduct Investor Relations Activities under this Plan or under any other Share Compensation Arrangement in any 12-month period shall not exceed two percent (2%) of the number of Common Shares outstanding at the date of the grant (on a non-diluted basis).

- 5.9 The maximum number of Common Shares which may be reserved for issuance to Insiders, Optionees performing Investor Relations Activities and Consultants under the Plan or under any other Share Compensation Arrangement shall be ten percent (10%) of the number of Common Shares outstanding at the date of the grant (on a non-diluted basis).
- 5.10 The maximum number of Common Shares which may be issued to any one Optionee and such Optionee's Associates under the Plan and any other Share Compensation Arrangement in any 12-month period shall be five percent (5%) of the number of Common Shares outstanding at the date of the issuance (on a non-diluted basis).
- 5.11 An Option is personal to the Optionee and is non-assignable and non-transferrable.
- 5.12 For Options granted to employees, Consultants or Management Company Employees, the Corporation shall be deemed to represent that the Optionee is a *bona fide* employee, Consultant or Management Company Employee of the Corporation, as the case may be.
- 5.13 Options issued to Consultants performing Investor Relations Activities shall vest over twelve (12) months from the date of the grant, with one quarter of the Options vesting at the end of each three-month period. The Board shall monitor the trading in the securities of the Corporation by Optionees performing Investor Relations Activities. Optionees performing Investor Relations Activities shall comply with one or more of the following, as determined by the Board:
- (a) trade in securities of the Corporation only through a Designated Brokerage Account; or
 - (b) file insider trade reports with the Board within ten (10) days after any trade by such Optionee in securities of the Corporation; or
 - (c) agree to other securities trading monitoring procedures acceptable to the Board.
- 5.14 If the Optionee is a corporation or Consultant Company, it shall provide to the Exchange any and all forms required by the Exchange. Any such entity granted an Option shall agree not to effect or permit any transfer of ownership or option of shares or units, as the case may be, of such entity nor to issue shares or units, as the case may be, to any other individual or entity as long as the Option remains outstanding except with any written consent required by the Exchange.

6. EXERCISE OF OPTIONS

- 6.1 Every Option and any Common Share issued upon the exercise of an Option shall be subject to any resale restrictions required by applicable securities legislation.
- 6.2 Subject to the provisions of the Plan, an Option may be exercised from time to time by delivery to the Corporation at its registered office of a written notice of exercise addressed to the Secretary of the Corporation specifying the number of Common Shares with respect to which the Option is being exercised and accompanied by payment in full of the Option Price of the Common Shares to be purchased. Payment of the Option Price must be made in cash or by certified cheque or bank draft. Certificates for such Common Shares shall be issued and delivered to the Optionee within a reasonable period of time following the receipt of such notice and payment.
- 6.3 Notwithstanding any of the provisions contained in the Plan or in any Option, the Corporation's obligation to issue Common Shares to an Optionee pursuant to the exercise of an Option shall be subject to:

- (a) completion of such registration or other qualification of such Common Shares or obtaining approval of such governmental or regulatory authority as counsel to the Corporation shall reasonably determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;
- (b) the listing of such Common Shares on the Exchange;
- (c) the receipt from the Optionee of such representations, agreements and undertakings, including as to future dealings in such Common Shares, as the Corporation or its counsel reasonably determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction; and
- (d) receipt from the Optionee of any withholding taxes required to be remitted to applicable taxation authorities under applicable taxation legislation.

In this connection, the Corporation shall, to the extent necessary, take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for the issuance of such Common Shares in compliance with applicable securities laws and for the listing of such Common Shares on the Exchange.

7. TERMINATION OF OFFICE OR EMPLOYMENT; DEATH; DISABILITY

- 7.1 Subject to Sections 7.3 and 7.4 and any express resolution passed by the Board with respect to an Option, an Option granted to any Optionee who is a director, officer, part-time or full-time employee, service provider or Management Company Employee and all rights to purchase pursuant thereto, shall expire and terminate on the earlier of its expiry date and ninety (90) days after the Optionee ceases to be at least one of a director, officer, part-time or full-time employee, service provider or Management Company Employee of the Corporation or of any Subsidiary, but in all cases such Option shall expire and terminate within the lesser of the Maximum Period or the term of the Option established under Section 5.3 or 5.4 hereof.
- 7.2 Subject to Section 7.4 and any express resolution passed by the Board with respect to an Option, the entitlement of a Consultant to Options and all rights to purchase pursuant thereto including the termination thereof shall be in accordance with the terms of the consulting agreement entered into between the Corporation or the Subsidiary and the Consultant, but in all cases such Option shall expire and terminate within the lesser of the Maximum Period or the term of the Option established under Section 5.3 or 5.4 hereof.
- 7.3 Subject to Section 7.4 and any express resolution passed by the Board with respect to an Option, the entitlement of an Optionee engaged in Investor Relations Activities to an Option and all rights to purchase pursuant thereto, shall expire and terminate on the earlier of its expiry date and thirty (30) days after the Optionee ceases to be engaged to provide Investor Relations Activities to the Corporation or any Subsidiary, but in all cases such Option shall expire and terminate within the lesser of the Maximum Period or the term of the Option established under Section 5.3 or 5.4 hereof.
- 7.4 If, before the expiry of an Option in accordance with the terms thereof, the employment of the Optionee with the Corporation or with any Subsidiary shall terminate, in either case by reason of the death of the Optionee, such Option may, subject to the terms thereof and any other terms of the Plan, be exercised by the legal representative(s) of the Optionee or his estate, as the case may be, at any time during the first twelve (12) months following the death of the Optionee but prior to the

expiry of the Option in accordance with the terms thereof and only to the extent that the Optionee was entitled to exercise such Option at the date of the Optionee's death.

7.5 Options shall not be affected by any change of employment of the Optionee or by the Optionee ceasing to be a director where the Optionee continues to be employed by the Corporation or continues to be a director of a Subsidiary or an officer of the Corporation or any Subsidiary.

7.6 Notwithstanding any other provision of this Plan, if an Optionee's employment or consulting contract is terminated for "just cause", such person's Options shall terminate on the date of the termination of employment or contract, as the case may be.

8. **CHANGE IN CONTROL AND CERTAIN ADJUSTMENTS**

8.1 Notwithstanding any other provision of this Plan in the event of:

(a) the acquisition by any Person (who was not, immediately prior to the effective time of the acquisition, a registered or a beneficial shareholder in the Corporation holding Common Shares or securities which are convertible into Common Shares entitling such Person to exercise 20% or more of the votes entitled to be cast at a meeting of the shareholders) of Common Shares or rights or options to acquire Common Shares of the Corporation or securities which are convertible into Common Shares of the Corporation or any combination thereof such that after the completion of such acquisition such Person would be entitled to exercise 50% or more of the votes entitled to be cast at a meeting of the shareholders; or

(b) the sale by the Corporation of all or substantially all of the property or assets of the Corporation;

then, notwithstanding that at the effective time of such transaction the Optionee may not be entitled to exercise the right to purchase all of the Common Shares granted by the Option, the Optionee shall be entitled to exercise the Options (other than Options granted to the Optionee in relation to its performance of Investor Relations Activities, which Options must be exercised within 30 days of the close of any such transaction) to the full amount of the Common Shares remaining at that time within 90 days of the close of any such transaction.

8.2 Appropriate adjustments with respect to Options granted or to be granted, in the number or class of shares optioned and in the Option Price, shall be made by the Board to give effect to adjustments in the number of Shares of the Corporation resulting from subdivisions, consolidations or reclassifications of the Common Shares of the Corporation, the payment of stock dividends or cash dividends by the Corporation (other than dividends in the ordinary course), the distribution of securities, property or assets by way of dividend or otherwise (other than dividends in the ordinary course), or other relevant changes in the capital stock of the Corporation or the amalgamation or merger of the Corporation with or into any other entity, subsequent to the approval of the Plan by the Board. The appropriate adjustment in any particular circumstance shall be conclusively determined by the Board in its sole discretion, subject to approval by the shareholders of the Corporation and to acceptance by the Exchange respectively, if applicable.

9. **AMENDMENT OR DISCONTINUANCE**

9.1 The Board may amend or discontinue the Plan at any time upon receipt of any necessary regulatory approval including, without limitation, the approval of the Exchange, provided, however, that no such amendment may change the manner of determining the minimum Option

Price or alter or impair any of the terms of any Option previously granted to an Optionee under the Plan without the consent of the Optionee. Any amendments to the terms of an Option shall also be subject to any necessary regulatory approval, including without limitation, the approval of the Exchange. Any amendments to the terms of an Option that involves a reduction in the Option Price of an Option previously granted to an Optionee, if the Optionee is an Insider of the Issuer at the time of the proposed amendment, shall be subject to Disinterested Shareholder Approval and to acceptance by the Exchange, if applicable.

10. MISCELLANEOUS PROVISIONS

- 10.1 The holder of an Option shall not have any rights as a shareholder of the Corporation with respect to any of the Common Shares covered by such Option until such holder shall have exercised such Option in accordance with the terms of the Plan (including tendering payment in full of the Option Price of the Common Shares in respect of which the Option is being exercised) and the issuance of Common Shares by the Corporation.
- 10.2 Nothing in the Plan or any Option shall confer upon an Optionee any right to continue in the employ of the Corporation or any Subsidiary or affect in any way the right of the Corporation or any Subsidiary to terminate his employment at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any Subsidiary to extend the employment of any Optionee beyond the time which he would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or any Subsidiary or beyond the time at which he would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or any Subsidiary.
- 10.3 To the extent required by law or regulatory policy or necessary to allow Common Shares issued on exercise of an Option to be free of resale restrictions, the Corporation shall report in a timely manner the grant, exercise or termination of the Option to the Exchange and the appropriate securities regulatory authorities.

11. SHAREHOLDER AND REGULATORY APPROVAL

- 11.1 The Plan shall be subject to the approval of the Board or the shareholders of the Corporation, as may be prescribed by applicable securities laws and Exchange policies, to be given by a resolution passed at a meeting of the Board or the shareholders of the Corporation, as applicable, in accordance with the *Canada Business Corporations Act* and to acceptance by the Exchange. Any Options granted prior to such approval and acceptance shall be conditional upon such approval and acceptance being given and no such Options may be exercised unless such approval and acceptance is given.

APPENDIX "A"

STOCK OPTION CERTIFICATE

GOLDTRAIN RESOURCES INC. (the "Corporation"), for good and valuable consideration, hereby grants to the Optionee set forth below an Option to purchase Common Shares of the Corporation subject to the terms and conditions set forth in the Corporation's Stock Option Plan, as the same may be amended or replaced from time to time (the "Plan"), and, in addition, subject to the terms set forth below:

Optionee: _____
Position with the Corporation: _____
Number of Common Shares: _____
Exercise Price per Share: _____
Expiry Date of Option: _____
Rights of Exercise (Vesting): _____

Subject to an earlier or later expiry date provided by the terms of the Plan, on the close of business on the "Expiry Date of Option" set out above, the Option granted will expire and terminate and be of no further force and effect whatsoever as to the Common Shares for which the Option hereby granted has not been exercised.

By acceptance of this certificate and the Option granted hereby, the Optionee confirms that the Option and all Shares purchased upon any exercise of the Option have been and will be acquired for investment purposes only and not with a view to distribution and will be acquired for the Optionee's own individual account and disposed of in compliance with all applicable securities regulatory requirements.

The Options represented hereby are non-assignable and non-transferable.

Where used herein all defined terms shall have the respective meanings attributed thereto in the Plan.

DATED this _____ day of _____, 20__.

GOLDTRAIN RESOURCES INC.

By: _____

The undersigned hereby acknowledges receipt of a copy of the Plan and accepts and agrees to the grant of this Option on the terms and conditions set forth herein and in the Plan effective as of the date above written.

(Signature of Optionee)

NOTICE OF EXERCISE OF STOCK OPTIONS

TO: GOLDTRAIN RESOURCES INC.

I, _____, wish to exercise _____ of my Options to purchase Common Shares of the Corporation at a price of \$_____ per share. Please accept my cash payment in the amount of \$_____ and have the stock certificate representing the Common Shares issued upon such exercise registered as follows:

_____.

Executed this ____ day of _____, 20__.

(Name of Optionee – please print)

(Signature of Optionee)

APPENDIX “C”

FINANCIAL STATEMENTS OF GOLDTRAIN

**Audited Financial Statements for the years ended December 31, 2017 and 2016
Management’s Discussion & Analysis for the year ended December 31, 2017**



(An Exploration Stage Enterprise)

AUDITED FINANCIAL STATEMENTS

For the years ended December 31, 2017 and 2016

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

The accompanying financial statements of GoldTrain Resources Inc. are the responsibility of the management and Board of Directors of the Company.

The financial statements have been prepared by management, on behalf of the Board of Directors, in accordance with International Financial Reporting Standards ("IFRS"). When alternative accounting methods exist, management has chosen those it deems most appropriate in the circumstances. Financial statements are not precise since they include certain amounts based on estimates and judgments. Management has determined such amounts on a reasonable basis in order to ensure that the financial statements are presented fairly, in all material respects.

The Company maintains systems of internal control that are designed by management to provide reasonable assurance that assets are safeguarded from loss or unauthorized use and to produce reliable accounting records for financial reporting purposes.

The Board of Directors is responsible for reviewing and approving the financial statements together with other financial information of the Company and for ensuring that management fulfills its financial reporting responsibilities. An Audit Committee assists the Board of Directors in fulfilling this responsibility. The Audit Committee meets with management to review the financial reporting process and the financial statements together with other financial information of the Company. The Audit Committee reports its findings to the Board of Directors for its consideration in approving the financial statements together with other financial information of the Company for issuance to the shareholders.

Management recognizes its responsibility for conducting the Company's affairs in compliance with established financial standards, and applicable laws and regulations, and for maintaining proper standards of conduct for its activities.

"Frank Smeenk", CEO and CFO
Frank Smeenk

PALMER REED
CHARTERED ACCOUNTANTS

439 University Avenue, Suite 1550, Toronto, Ontario M5G 1Y8
Telephone: (416) 599-9186 Fax: (416) 599-9189 Email: Palmerreed@palmerreed.com

INDEPENDENT AUDITOR'S REPORT

To the shareholders of
GoldTrain Resources Inc.

We have audited the accompanying financial statements of GoldTrain Resources Inc., which comprise the statements of financial position as at December 31, 2017 and December 31, 2016, and the statements of loss and comprehensive loss, changes in equity and cash flows for the years ended December 31, 2017 and December 31, 2016, 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 audits. We conducted our audits 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 Company'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 Company'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 in our audits 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 GoldTrain Resources Inc. as at December 31, 2017 and December 31, 2016, and its financial performance and cash flows for the years ended December 31, 2017 and December 31, 2016 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 conditions and matters that indicate the existence of a material uncertainty that may cast significant doubt about the ability of GoldTrain Resources Inc. to continue as a going concern.

TORONTO, ONTARIO

February 5, 2018

Palmer Reed

Chartered Accountants
Licensed Public Accountants

GoldTrain Resources Inc.
STATEMENTS OF FINANCIAL POSITION
(An Exploration Stage Enterprise)
(Canadian dollars)

AS AT DECEMBER 31,	2017	2016
ASSETS		
Current		
Cash	\$ 24	\$ 21
	\$ 24	\$ 21
LIABILITIES		
Current		
Trade and other payables (Notes 6 and 8)	\$ 440,054	\$ 376,400
Current portion of long term debt (Note 7)	175,000	175,000
	\$ 615,054	\$ 551,400
EQUITY		
Share capital (Note 9 (a))	\$ 1,831,342	\$ 1,831,342
Reserve for warrants (Note 10)	543,525	543,525
Reserve for share based payments (Note 11)	66,000	66,000
Accumulated deficit	(3,055,897)	(2,992,246)
	\$ (615,030)	\$ (551,379)
	\$ 24	\$ 21

Nature of Operations and Going Concern (Note 1)
Commitments and Contractual Obligations (Note 12)
Subsequent Events (Note 15)

Approved on behalf of the Board effective as at February 5, 2018:

"Carl McGill" Director

"Frank Smeenk" Director

The accompanying notes are an integral part of these financial statements

GoldTrain Resources Inc.

STATEMENTS OF LOSS AND COMPREHENSIVE LOSS

(An Exploration Stage Enterprise)
(Canadian dollars)

For the years ended December 31,	2017	2016
Expenses		
Professional and consulting fees	\$ 48,537	\$ 16,354
Shareholder information	11,924	30,910
Office, general and administrative	102	207
Exploration and evaluation expenditures (recovery) (Note 5)	3,088	(4,512)
Net loss and comprehensive loss for the year	\$ 63,651	\$ 42,959
Loss per share¹		
Basic and diluted	\$ 0.022	\$ 0.015
Weighted average number of common shares outstanding		
Basic and diluted (000's)	2,949	2,949

¹ All periods are adjusted for 20:1 share consolidation completed on April 29, 2016. See Note 1.

The accompanying notes are an integral part of these financial statements

GoldTrain Resources Inc.

STATEMENTS OF CHANGES IN EQUITY

(An Exploration Stage Enterprise)
(Canadian dollars)

	Share Capital		Reserves		Accumulated deficit	Total
	Number of Shares ¹	Amount	Share based payments	Warrants		
Balance at December 31, 2015	2,948,756	\$ 1,831,342	\$ 66,000	\$ 543,525	\$ (2,948,287)	\$ (508,420)
Comprehensive loss for the year	-	-	-	-	(42,959)	(42,959)
Balance at December 31, 2016	2,948,756	\$ 1,831,342	\$ 66,000	\$ 543,525	\$ (2,992,246)	\$ (551,379)
Comprehensive loss for the year	-	-	-	-	(63,651)	(63,651)
Balance at December 31, 2017	2,948,756	\$ 1,831,342	\$ 66,000	\$ 543,525	\$ (3,055,897)	\$ (615,030)

¹ All periods are adjusted for 20:1 share consolidation completed on April 29, 2016. See Note 1.

The accompanying notes are an integral part of these financial statements

GoldTrain Resources Inc.
STATEMENTS OF CASH FLOWS
 (An Exploration Stage Enterprise)
 (Canadian dollars)

Years ended December 31,	2017	2016
Operating activities		
Net loss for the year	\$ (63,651)	\$ (42,959)
Add items not affecting cash:		
Changes in non-cash working capital balances:		
Trade and other payables	63,654	42,975
Cash flows provided from operating activities	\$ 3	\$ 16
Net increase in cash	3	16
Cash, beginning of year	21	5
Cash, end of year	\$ 24	\$ 21

The accompanying notes are an integral part of these financial statements

GoldTrain Resources Inc.

(An Exploration Stage Enterprise)

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

(Canadian dollars)

1. NATURE OF OPERATIONS AND GOING CONCERN CONSIDERATIONS

GoldTrain Resources Inc. ("GoldTrain" or the "Company") is a public company amalgamated under the laws of Canada on April 27, 2009. The Company's head office is located at 199 Bay St., Suite 2200, Toronto, ON, M5L 1G4. GoldTrain's principal business is the acquisition and exploration of mineral properties. Substantially all of the efforts of the Company are devoted to these business activities. To date, the Company has not earned significant revenue and is considered to be in the exploration stage. The ability of the Company to carry out its business plan rests with its ability to secure equity and other financing.

As at December 31, 2017, the Company had a working capital deficiency of \$615,030 (2016 – \$551,379), had not yet achieved profitable operations, had accumulated losses of \$3,055,897 (2016 - \$2,992,246) and expects to incur further losses in the development of its business, all of which casts doubt upon the Company's ability to continue as a going concern. The Company is in the exploration stage and has no proven reserves or production relating to its operations. The application of the going concern assumption is dependent upon the Company's ability to generate future profitable operations and obtain necessary financing to do so.

Management believes the Company has sufficient funds or access to sufficient funds to cover planned operations throughout the next twelve-month period. However, management plans on securing additional financing through the issue of new equity, among other things. Nevertheless, there is no assurance that these initiatives will be successful.

These financial statements have been prepared on the basis of accounting principles applicable to a "going concern", which assume that the Company will continue in operation for the foreseeable future and will be able to realize its assets and discharge its liabilities in the normal course of operations. The business of mining and exploring for minerals involves a high degree of risk and there is no guarantee that the Company's exploration programs will yield positive results or that the Company will be able to obtain the necessary financing to carry out the exploration and development of its mineral property interests.

Management believes the going concern assumption to be appropriate for these financial statements. If the going concern assumption was not appropriate, adjustments might be necessary to the carrying value of the assets and liabilities, reported revenues and expenses, and the statement of financial position classifications used in the financial statements.

The future profitability of exploration properties and the Company's continued existence are dependent upon the preservation of its interests in the underlying properties, the development of economically recoverable reserves, the achievement of profitable operations, or the ability of the Company to raise additional financing, if necessary, or, alternatively, upon the Company's ability to dispose of its interests on an advantageous basis.

Although the Company has taken steps to verify title to the properties in which it has an interest, in accordance with industry standards for the current stage of exploration of such properties, these procedures do not guarantee the Company's title. Property title may be subject to government licensing requirements or regulations, failure to complete sufficient exploration to meet assessment requirements, unregistered prior agreements, undetected defects, unregistered claims, native land claims, and non-compliance with regulatory and environmental requirements.

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FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

(Canadian dollars)

1. NATURE OF OPERATIONS AND GOING CONCERN CONSIDERATIONS *(continued)*

Share Consolidation

At the Company's Annual and Special Meeting of shareholders on December 29, 2015, the shareholders approved a consolidation of its issued and outstanding common shares, warrants and options. The board of directors had determined that the ratio for the proposed share consolidation be completed on a basis of 20 pre-consolidated shares, warrants or options for each post-consolidation share, warrant or option. On April 29, 2016, the Company filed articles of amendment to complete this consolidation. Earnings per share figures for all periods presented have been adjusted to reflect this share consolidation.

2. BASIS OF PREPARATION

2.1 Statement of compliance

The financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") as at February 5, 2018.

These financial statements were approved and authorized by the Board of Directors of the Company effective as at February 5, 2018.

2.2 Basis of measurement

The financial statements have been prepared on the historical cost basis except for cash and investments, which are measured at fair value, as explained in the accounting policies set out in Note 3. In addition, these financial statements have been prepared using the accrual basis of accounting except for cash flow information.

2.3 Future accounting policies and standards adopted

Future accounting policies

At the date of authorization of these financial statements, the IASB and IFRIC have issued the following new and revised Standards and Interpretations which are not yet effective for the relevant reporting periods and the Company has not early adopted these standards, amendments and interpretations. However, the Company is currently assessing what impact the application of these standards or amendments will have on the financial statements of the Company.

- In July 2014 the IASB issued the final amendments to IFRS 9, *Financial Instruments* ("IFRS 9") which provides guidance on the classification and measurement of financial assets and liabilities, impairment of financial assets, and general hedge accounting. The Classification and measurement portion of the standard determines how financial assets and financial liabilities are accounted for in financial statements and, in particular, how they are measured on an ongoing basis. The amended IFRS 9 introduced a new, expected-loss impairment model that will require more timely recognition of expected credit losses. In addition, the amended IFRS 9 includes a substantially-reformed model for hedge accounting, with enhanced disclosures about risk management activity. The new standard is effective for annual periods beginning on or after January 1, 2018, with earlier adoption permitted.

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2. BASIS OF PRESENTATION *(continued)*

2.3 Future accounting policies and standards adopted *(continued)*

Future accounting policies *(continued)*

- IFRS 16 *Leases* ("**IFRS 16**"), sets out the principles for the recognition, measurement and disclosure of leases. IFRS 16 provides revised guidance on identifying a lease and for separating lease and nonlease components of a contract. IFRS 16 introduces a single accounting model for all lessees and requires a lessee to recognize right-of-use assets and lease liabilities for leases with terms of more than 12-months, unless the underlying asset is of low value. Under IFRS 16, lessor accounting for operating and finance leases will remain substantially unchanged. IFRS 16 is effective for annual periods beginning on or after January 1, 2019, with earlier application permitted for entities that apply IFRS 15.

Standards adopted

At January 1, 2017, the Company adopted the following standards/amendments for which there was no impact on the Company's financial statements:

- IFRS 15 *Revenue from Contracts with Customers* - IFRS 15, "Revenue from Contracts with Customers" ("IFRS 15"), was issued in May 2014 and will replace IAS 11, "Construction Contracts," IAS 18, "Revenue Recognition," IFRIC 13, "Customer Loyalty Programmes," IFRIC 15, "Agreements for the Construction of Real Estate," IFRIC 18, "Transfers of Assets from Customers," and SIC-31, "Revenue – Barter Transactions Involving Advertising Services." IFRS 15 provides a single, principle-based five-step model that will apply to all contracts with customers with limited exceptions, including, but not limited to, leases within the scope of IAS 17 and financial instruments and other contractual rights or obligations within the scope of IFRS 9 "Financial Instruments," IFRS 10, "Consolidated Financial Statements" and IFRS 11, "Joint Arrangements." In addition to the five-step model, the standard specifies how to account for the incremental costs of obtaining a contract and the costs directly related to fulfilling a contract. The standard's requirements will also apply to the recognition and measurement of gains and losses on the sale of some non-financial assets that are not an output of the entity's ordinary activities. IFRS 15 is required for annual periods beginning on or after January 1, 2017; earlier adoption is permitted.

2.4 Use of management estimates, judgments and measurement uncertainty

The preparation of these financial statements using accounting policies consistent with IFRS requires management to make judgments and estimates and form assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Such estimates primarily relate to unsettled transactions and events as at the date of the financial statements. On an ongoing basis, management evaluates its judgments and estimates in relation to assets, liabilities, revenue and expenses. Management uses historical experience and various other factors it believes to be reasonable under the given circumstances as the basis for its judgments and estimates. Actual outcomes may differ from these estimates under different assumptions and conditions. The most significant estimates relate to valuation of deferred tax amounts and the calculation of share-based payments and warrants. Significant estimates and judgments made by management in the preparation of these financial statements are outlined below:

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FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

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2. BASIS OF PRESENTATION *(continued)*

2.4 Use of management estimates, judgments and measurement uncertainty *(continued)*

Income taxes

Tax interpretations, regulations and legislation in the jurisdiction in which the Company operates are subject to change and interpretation. As such, income taxes are subject to measurement uncertainty. The Company follows the liability method for calculating deferred taxes. Assessing the recoverability of deferred tax assets requires the Company to make significant estimates related to the expectations of future cash flows from operations and the application of existing tax laws. To the extent that future cash flows and taxable income differ significantly from estimates, the ability of the Company to realize the deferred tax assets and liabilities recorded at the statement of financial position date could be impacted. Additionally, changes in tax laws could limit the ability of the Company to obtain tax deductions in the future.

Going concern assumption

Going concern presentation of the financial statements which assumes that the Company will continue in operation for the foreseeable future and will be able to realize its assets and discharge its liabilities in the normal course of operations as they come due.

Calculation of share based payments and warrants

The Black-Scholes option pricing model is used to determine the fair value for the share based payments and warrants and utilizes subjective assumptions such as expected price volatility and expected life of the option or warrant. Discrepancies in these input assumptions can significantly affect the fair value estimate.

Decommissioning provisions

These are made based on the estimated settlement amounts. Assumptions, based on the current economic environment, have been made which management believes are a reasonable basis upon which to estimate the future liability. These estimates take into account any material changes to the assumptions that occur when reviewed regularly by management. Estimates are reviewed quarterly and are based on current regulatory requirements. Significant changes in estimates of contamination, restoration standards and techniques will result in changes to provisions on a quarterly basis. Actual rehabilitation costs will ultimately depend on actual future settlement amount for the rehabilitation costs which will reflect the market condition at the time that the rehabilitation costs are actually incurred. The final cost of the currently recognized rehabilitation provisions may be higher or lower than currently provided for.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

3.1 Mineral properties

All acquisition and exploration costs, net of incidental revenues, are charged to operations in the period incurred until such time as it has been determined that a property has economically recoverable reserves, in which case subsequent exploration costs and the costs incurred to develop a property are capitalized into property, plant and equipment ("PPE"). On the commencement of commercial production, depletion of each mining property will be provided on a unit-of-production basis using estimated resources as the depletion base.

3.2 Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses. The cost of an item of PPE consists of the purchase price, any costs directly attributable to bringing the asset to the location and condition necessary for its intended use and an initial estimate of the costs of dismantling and removing the item and restoring the site on which it is located.

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NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

(Canadian dollars)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

3.2 Property, plant and equipment *(continued)*

Depreciation is provided at rates calculated to write off the cost of PPE, less their estimated residual value, using the declining-balance method or unit-of-production method over the expected useful lives.

An item of PPE is de-recognized upon disposal, when held for sale or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on disposal of the asset, determined as the difference between the net disposal proceeds and the carrying amount of the asset, is recognized in the statement of comprehensive loss.

The Company conducts an annual assessment of the residual balances, useful lives and depreciation methods being used for PPE and any changes arising from the assessment are applied by the Company prospectively.

Where an item of plant and equipment comprises major components with different useful lives, the components are accounted for as separate items of plant and equipment. Expenditures incurred to replace a component of an item of property, plant and equipment that is accounted for separately, including major inspection and overhaul expenditures, are capitalized.

3.3 Decommissioning, restoration and similar liabilities ("Asset retirement obligation" or "ARO")

The Company recognizes liabilities for statutory, contractual, constructive or legal obligations, including those associated with the reclamation of mineral properties and PPE, when those obligations result from the acquisition, construction, development or normal operation of the assets. Initially, a liability for an asset retirement obligation is recognized at its fair value in the period in which it is incurred. Upon initial recognition of the liability, the corresponding asset retirement obligation is added to the carrying amount of the related asset and the cost is amortized as an expense over the economic life of the asset using either the unit-of-production method or the straight-line method, as appropriate. Following the initial recognition of the asset retirement obligation, the carrying amount of the liability is increased for the passage of time and adjusted for changes to the current market-based discount rate, amount or timing of the underlying cash flows needed to settle the obligation.

3.4 Share based payments

Share based payment transactions

Employees (including directors and senior executives) of the Company receive a portion of their remuneration in the form of share based payment transactions, whereby employees render services as consideration for equity instruments ("equity-settled transactions").

In situations where equity instruments are issued and some or all of the goods or services received by the entity as consideration cannot be specifically identified, they are measured at fair value of the share based payment.

Equity-settled transactions

The costs of equity-settled transactions with employees are measured by reference to the fair value at the date on which they are granted.

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(Canadian dollars)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

3.4 Share based payments *(continued)*

Equity-settled transactions *(continued)*

The costs of equity-settled transactions are recognized, together with a corresponding increase in equity, over the period in which the performance and/or service conditions are fulfilled, ending on the date on which the relevant employees become fully entitled to the award (the "vesting date"). The cumulative expense is recognized for equity-settled transactions at each reporting date until the vesting date reflects the Company's best estimate of the number of equity instruments that will ultimately vest. The profit or loss charge or credit for a period represents the movement in cumulative expense recognized as at the beginning and end of that period and the corresponding amount is represented in share option reserve.

No expense is recognized for awards that do not ultimately vest, except for awards where vesting is conditional upon a market condition, which are treated as vesting irrespective of whether or not the market condition is satisfied provided that all other performance and/or service conditions are satisfied.

Where the terms of an equity-settled award are modified, the minimum expense recognized is the expense as if the terms had not been modified. An additional expense is recognized for any modification which increases the total fair value of the share based payment arrangement, or is otherwise beneficial to the employee as measured at the date of modification.

The dilutive effect of outstanding options is reflected as additional dilution in the computation of earnings per share.

3.5 Taxation

Income tax expense represents the sum of tax currently payable and deferred tax.

Current income tax

Current income tax assets and liabilities for the current and prior periods are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted by the date of the statement of financial position.

Deferred income tax

Deferred income tax is provided using the liability method on temporary differences at the date of the statement of financial position between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Deferred income tax liabilities are recognized for all taxable temporary differences, except:

- where the deferred income tax liability arises from the initial recognition of goodwill or of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; and
- in respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, where the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

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(Canadian dollars)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

3.5 Taxation *(continued)*

Deferred income tax assets are recognized for all deductible temporary differences, carry-forward of unused tax credits and unused tax losses, to the extent that it is probable that taxable profit will be available against which the deductible temporary differences and the carry-forward of unused tax credits and unused tax losses can be utilized except:

- where the deferred income tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; and
- in respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred income tax assets are recognized only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilized.

The carrying amount of deferred income tax assets is reviewed at each date of the statement of financial position and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilized. Unrecognized deferred income tax assets are reassessed at each date of the statement of financial position and are recognized to the extent that it has become probable that future taxable profit will allow the deferred tax asset to be recovered.

Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the date of the statement of financial position.

Deferred income tax relating to items recognized directly in equity is recognized in equity and not in the statement of comprehensive income.

Deferred income tax assets and deferred income tax liabilities are offset if, and only if, a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either the same taxable entity or different taxable entities which intend to either settle current tax liabilities and assets on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax assets or liabilities are expected to be settled or recovered.

3.6 Loss per share

The basic loss per share is computed by dividing the net loss by the weighted average number of common shares outstanding during the period. The diluted loss per share reflects the potential dilution of common share equivalents, such as outstanding stock options and share purchase warrants, in the weighted average number of common shares outstanding during the year, if dilutive. The "treasury stock method" is used for the assumed proceeds upon the exercise of the options and warrants that are used to purchase common shares at the average market price during the year. During the years ended December 31, 2017 and 2016, all of the outstanding stock options and warrants were antidilutive.

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3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

3.7 Financial assets

All financial assets are initially recorded at fair value and designated upon inception into one of the following four categories: held-to-maturity, available-for-sale, loans-and-receivables or at fair value through profit or loss ("FVTPL").

Financial assets classified as FVTPL are measured at fair value with unrealized gains and losses recognized through earnings. The Company's cash is classified as FVTPL.

Financial assets classified as loans-and-receivables and held-to-maturity are measured at amortized cost. The Company does not have any assets classified as loans-and-receivables.

Financial assets classified as available-for-sale are measured at fair value with unrealized gains and losses recognized in other comprehensive loss except for losses in value that are considered other than temporary. The Company does not have any assets classified as available-for-sale.

Purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the marketplace (regular way trades) are recognized on the settlement date.

Transaction costs associated with FVTPL financial assets are expensed as incurred, while transaction costs associated with all other financial assets are included in the initial carrying amount of the asset.

3.8 Financial liabilities

All financial liabilities are initially recorded at fair value and designated upon inception as FVTPL or other-financial-liabilities.

Financial liabilities classified as other-financial-liabilities are initially recognized at fair value less directly attributable transaction costs. After initial recognition, other-financial-liabilities are subsequently measured at amortized cost using the effective interest method. The effective interest method is a method of calculating the amortized cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments through the expected life of the financial liability, or, where appropriate, a shorter period. The Company's trade and other payables and long term debt are classified as other-financial-liabilities.

Financial liabilities classified as FVTPL include financial liabilities held-for-trading and financial liabilities designated upon initial recognition as FVTPL. Derivatives, including separated embedded derivatives, are also classified as held-for-trading unless they are designated as effective hedging instruments. Fair value changes on financial liabilities classified as FVTPL are recognized through the statement of comprehensive income. At December 31, 2017, the Company has not classified any financial liabilities as FVTPL.

3.9 Impairment of financial assets

The Company assesses at each date of the statement of financial position whether a financial asset is impaired.

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(Canadian dollars)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

3.9 Impairment of financial assets *(continued)*

Assets carried at amortized cost

If there is objective evidence that an impairment loss on assets carried at amortized cost has been incurred, the amount of the loss is measured as the difference between the asset's carrying amount and the present value of estimated future cash flows discounted at the financial asset's original effective interest rate. The carrying amount of the asset is then reduced by the amount of the impairment. The amount of the loss is recognized in profit or loss.

If, in a subsequent period, the amount of the impairment loss decreases and the decrease can be related objectively to an event occurring after the impairment was recognized, the previously recognized impairment loss is reversed to the extent that the carrying value of the asset does not exceed what the amortized cost would have been had the impairment not been recognized. Any subsequent reversal of an impairment loss is recognized in profit or loss.

In relation to trade receivables, a provision for impairment is made and an impairment loss is recognized in profit and loss when there is objective evidence (such as the probability of insolvency or significant financial difficulties of the debtor) that the Company will not be able to collect all of the amounts due under the original terms of the invoice. The carrying amount of the receivable is reduced through use of an allowance account. Impaired debts are written off against the allowance account when they are assessed as uncollectible.

Available-for-sale

If an available-for-sale asset is impaired, an amount comprising the difference between its cost and its current fair value, less any impairment loss previously recognized in profit or loss, is transferred from equity to profit or loss. Reversals in respect of equity instruments classified as available-for-sale are not recognized in profit or loss.

3.10 Impairment of non-financial assets

At each date of the statement of financial position, the Company reviews the carrying amounts of its tangible and intangible assets to determine whether there is an indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). Where it is not possible to estimate the recoverable amount of an individual asset, the Company estimates the recoverable amount of the cash-generating unit to which the assets belong.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognized immediately in the statement of comprehensive loss, unless the relevant asset is carried at a re-valued amount, in which case the impairment loss is treated as a revaluation decrease.

Where an impairment loss subsequently reverses, the carrying amount of the asset (cash-generating unit) is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash-generating unit) in prior years.

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(Canadian dollars)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

3.11 Cash

Cash in the statement of financial position comprises cash at banks on hand.

3.12 Provisions

Provisions are recognized when the Company has a present obligation (legal or constructive) that has arisen as a result of a past event and it is probable that a future outflow of resources will be required to settle the obligation, provided that a reliable estimate can be made of the amount of the obligation.

Provisions are measured at the present value of the expenditures expected to be required to settle the obligation using a pre-tax rate that reflects current market assessments of the time value of money and the risk specific to the obligation. The increase in the provision due to passage of time is recognized as interest expense.

3.13 Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control or common significant influence; related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties. Related party transactions that are in the normal course of business and have commercial substance are measured at the exchange amount.

3.14 Flow-through shares

The obligation to renounce tax deductions at the time of issuance of flow-through shares is recorded as a liability in accordance with IAS 37, "Provisions, Contingent Liabilities and Contingent Assets" measured using a residual or a relative fair value method. This obligation is released into the statement of comprehensive loss as a gain as and when the Company incurs qualifying expenditures (i.e. fulfilling its obligation to renounce tax attributes).

4. FINANCIAL INSTRUMENTS

Fair Value Hierarchy

Financial instruments recorded at fair value on the statement of financial position are classified using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

Level 1 - valuation based on quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 - valuation techniques based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices);

Level 3 - valuation techniques using inputs for the asset or liability that are not based on observable market data.

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4. FINANCIAL INSTRUMENTS (continued)

Fair value

The Company's financial instruments as at December 31, 2017 include cash, trade and other payables and long term debt. The Company has designated its cash as FVTPL, which is measured at fair value. Fair value of cash is determined based on transaction value and is categorized as Level 1 measurement. Fair value of trade and other payables and long term debt is determined from transaction values which were derived from observable market inputs. Fair values of these financial instruments are based on Level 2 measurements. The Company records its financial instruments at their carrying amounts which approximates fair value, unless otherwise disclosed in the financial statements. The carrying amounts approximate fair values due to the short-term maturities of cash, trade and other payables and long term debt.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Interest-rate risk

The Company has cash balances that do not bear interest and no interest-bearing debt. The Company's current policy is to invest excess cash in investment-grade short-term deposit certificates issued by its banking institutions. The Company periodically monitors the investments it makes and is satisfied with the credit ratings of its banks.

Liquidity risk

The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. As at December 31, 2017, the Company had current assets of \$24 (2016 - \$21) to settle current liabilities of \$615,054 (2016 - \$551,400). The ability of the Company to continue to pursue its exploration activities and continue as a going concern is dependent on its ability to secure additional equity or other financing and the continued accommodation from its service providers. All of the Company's financial liabilities have contractual maturities of less than 30 days and are subject to normal trade terms. As at December 31, 2017, the Company had a working capital deficiency of \$615,030 (2016 - \$551,379).

Credit risk

Credit risk is the risk of financial loss to the Company if a customer or counter party to a financial instrument fails to meet its contractual obligations.

The Company's credit risk is primarily attributable to cash included in current assets. The Company has no material concentration of credit risk arising from operations. Cash consists of bank deposits, which have been invested in a Canadian chartered bank, from which management believes the risk of loss is remote.

The Company's maximum exposure to credit risk as at December 31, 2017 is the carrying value of cash.

5. MINERAL PROPERTIES

The evaluation and exploration expenses for the Company are broken down as follows:

	Year Ended December 31,		Cumulative to date *
	2017	2016	
Missinabie/Nudulama Property	\$ 3,088	\$ (4,512)	\$ 1,192,787
Exploration and evaluation expenditures	\$ 3,088	\$ (4,512)	\$ 1,192,787

* Only properties currently under exploration are included in this figure.

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5. MINERAL PROPERTIES (continued)

Missinabie/Nudulama Property – Brackin and Leeson Township, Ontario

The Company has a 100% interest in 7 unpatented mining claims (containing 92 claim units) covering approximately 1472 hectares in the Brackin Township area (Missinabie Property), approximately 72 kilometres northeast of the town of Wawa, Ontario. The vendor retains a 2% net smelter royalty.

In 2010, the Company acquired a 100% interest in 2 unpatented mining claims in the Leeson Township area, in the mining district of Sault Ste. Marie, by issuing 400,000 pre-consolidated common shares and paying \$11,200. The vendor retains a 3% net smelter royalty on the property, two-thirds of which can be purchased for \$2,000,000.

In 2011, the Company purchased a 100% interest in 11 patented and 11 leased claims in Leeson Township (Nudulama Property) approximately 85 kilometers northeast of Wawa, Ontario. The patented claims are adjacent to the Missinabie Property. The Company paid \$100,000, issued 300,000 pre-consolidated common shares and issued 300,000 pre-consolidated warrants. Each pre-consolidated warrant entitled the holder to acquire one pre-consolidated common share at an exercise price of \$0.10 for 24 months, which expired on September 26, 2013. The vendor retains a 2% net smelter royalty on the property, one-half of which can be purchased for \$1,000,000.

6. TRADE AND OTHER PAYABLES

Trade and other payables of the Company are principally comprised of amounts outstanding for trade purchases relating to exploration activities and amounts payable for operating and financing activities. The usual credit period taken for trade purchases is between 30 to 90 days.

The following is an aged analysis of the trade and other payables:

	As at December 31,	
	2017	2016
Less than 1 month, accruals and non-interest bearing loans	\$ 244,113	\$ 190,195
1 – 3 months	7,254	3,025
Over 3 months	188,687	183,180
Total trade and other payables	\$ 440,054	\$ 376,400

7. LONG TERM DEBT

The following is a summary of the activity of long term debt:

As at December 31,	2017	2016
Balance	\$ 175,000	\$ 175,000

In February 2014, the Company agreed with one of its creditors and significant shareholders to defer payment of amounts owed by converting \$175,000 of accounts payable into long-term debt represented by interest-free convertible promissory notes (i) maturing on June 30, 2015 (extended to June 30, 2016), (ii) extendible for one year by the Company in certain circumstances (the right to extend was exercised), (iii) acceleration of the maturity date on any change of control or other fundamental change in respect of the Company, and (iv) convertible in tranches of \$25,000 each into post-consolidation units at \$1.00 per post-consolidation unit with each post-consolidation unit being comprised of one post-consolidation common share of the Company and one whole post-consolidation warrant exercisable to purchase one post-consolidation common share of the Company for \$2.00 within 3 years from the date of the convertible promissory notes at the option of the holder. The maturity on this convertible promissory note has expired and is now due on demand.

GoldTrain Resources Inc.

(An Exploration Stage Enterprise)

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

(Canadian dollars)

8. RELATED PARTY TRANSACTIONS AND KEY MANAGEMENT

Key management includes the Company's directors, officers and any employees with authority and responsibility for planning, directing and controlling the activities of an entity, directly or indirectly.

Certain corporate entities and consultants that are related to the Company's officers and directors or persons holding more than 10% of the issued and outstanding shares of the Company provide consulting and other services to the Company. All transactions were conducted in the normal course of operations and are measured at the exchange amounts, which is the amount of consideration established and agreed to by the related parties and are as follows:

During the year ended December 31, 2017, the Company was charged or accrued \$35,000 (2016 - \$4,000) for legal fees by a law firm of which a partner of the law firm is a director and indirect significant shareholder owning more than 10% of the outstanding shares of the Company.

Included in trade and other payables as at December 31, 2017 is \$391,000 (2016 - \$323,000) owing to current key management, directors and related parties. In addition, included in trade and other payables at December 31, 2017 is \$22,000 (2016 - \$22,000) owing to a former director and \$28,000 (2016 - \$28,000) to a significant shareholder owning more than 10% of the Company.

9. SHARE CAPITAL

(a) Common shares¹

Authorized – Unlimited number of common shares

Unlimited number of preference shares issuable in series

	Number of Shares ¹	Amount
Balance, January 1, 2016, December 31, 2016 and 2017	2,948,756	\$1,831,342

¹ All periods are adjusted for 20:1 share consolidation completed on April 29, 2016. See Note 1.

(b) Options¹

The Company has a stock option plan (the "Plan") under which the board of directors of the Company may grant options to acquire common shares of the Company to directors and officers, employees and consultants of the Company. Exercise prices cannot be less than the closing price of the Company's shares on the trading day preceding the date of grant less any discounts permitted by regulatory policies and the maximum term of any option cannot exceed five years. The maximum aggregate number of common shares under option at any time under the Plan is a rolling 10% of the issued and outstanding common shares, namely 294,875 common shares issuable under the plan (2016 - 294,875). As at December 31, 2017, the Company had 294,875 (2016 - 294,875) options available for issuance under the Plan.

The options outstanding to purchase common shares are as follows:

	December 31, 2017		December 31, 2016	
Options ¹	-	Weighted Average Exercise Price ¹	Options ¹	Weighted Average Exercise Price ¹
Outstanding at beginning of year	-	-	12,500	\$ 2.00
Expired during the year	-	-	(12,500)	2.00
Outstanding at end of year	-	-	-	\$ -

¹ All periods are adjusted for 20:1 share consolidation completed on April 29, 2016. See Note 1.

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NOTES TO THE FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

(Canadian dollars)

10. RESERVE FOR WARRANTS

Reserve for warrants is comprised of the following:

As at December 31,	2017	2016
Balance, beginning of the year	\$ 543,525	\$ 543,525
Balance, end of year	\$ 543,525	\$ 543,525

11. RESERVE FOR SHARE BASED PAYMENTS

Reserve for share based payments is comprised of the following:

As at December 31,	2017	2016
Balance, beginning of the year	\$ 66,000	\$ 66,000
Balance, end of year	\$ 66,000	\$ 66,000

12. COMMITMENTS AND CONTRACTUAL OBLIGATIONS

The Company's activities are subject to environmental regulation (including regular environmental impact assessments and permitting) in each of the jurisdictions in which its mineral properties are located. Such regulations cover a wide variety of matters including, without limitation, prevention of waste, pollution and protection of the environment, labour relations and worker safety. The Company may also be subject under such regulations to clean-up costs and liability for toxic or hazardous substances which may exist on or under any of its properties or which may be produced as a result of its operations. It is likely that environmental legislation and permitting will evolve in a manner which will require stricter standards and enforcement. This may include increased fines and penalties for non-compliance, more stringent environmental assessments of proposed projects and a higher degree of responsibility for companies and their directors. The Company has not determined and is not aware whether any provision for such costs is required and is unable to determine the impact on its financial position, if any, of environmental laws and regulations that may be enacted in the future due to the uncertainty surrounding the form that these laws and regulations may take.

The Company may become subject to tax audits of the flow-through expenditures renounced to investors; however, the Company believes that all Canadian Exploration Expenditures were effected and renounced in compliance with the prescribed regulations of the *Income Tax Act (Canada)*.

13. CAPITAL MANAGEMENT

The Company's objectives in managing its capital are: to maintain adequate levels of funding to support its expenditures arising from the Company's investments; to safeguard the Company's ability to continue as a going concern in order to pursue the exploration of its properties; to maintain a flexible capital structure for its projects for the benefit of its stakeholders; to maintain corporate and administrative functions necessary to support the Company's operations and corporate functions; and to seek out and acquire new projects of merit.

The Company considers its capital to be equity, which is comprised of share capital, reserve accounts and accumulated deficit, which as at December 31, 2017 was a deficiency of \$615,030 (2016 – \$551,379).

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NOTES TO THE FINANCIAL STATEMENTS**FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016**

(Canadian dollars)

13. CAPITAL MANAGEMENT (continued)

The Company manages its capital structure and makes adjustments to it, based on the funds available to the Company, in order to support the acquisition, exploration and development of mineral properties. The board of directors does not establish quantitative return on capital criteria for management, but rather relies on the expertise of the Company's management to sustain future development of the business. The Company expects its capital resources, together with its access to the capital markets, small loans from certain shareholders and accommodation from its service providers, will be sufficient to carry out its exploration plans and operations through its current operating period. Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Company, is reasonable.

There were no changes in the Company's approach to capital management during the year ended December 31, 2017. The Company is not subject to externally imposed capital requirements.

14. INCOME TAXES**Deferred Income Tax Recovery**

The Company's income tax provision differs from the amount resulting from the application of the Canadian statutory income tax rate. The Canadian statutory income tax rate of 26.5% (2016 - 26.5%) is comprised of the federal income tax rate at approximately 15.0% (2016 - 15.0%) and the provincial income tax rate of approximately 11.5% (2016 - 11.5%). A reconciliation of the combined Canadian federal and provincial income tax rates with the Company's effective tax rates for the years ended December 31, 2017 and 2016 is as follows:

	<u>2017</u>	<u>2016</u>
	\$	\$
Loss before income taxes	(63,651)	(42,959)
Combined Statutory rate	26.50%	26.50%
Estimated recovery of deferred taxes	(17,000)	(11,000)
Change in tax assets not recognized	17,000	11,000
Deferred tax recovery	-	-

Deferred Income Tax Recovery

The primary differences which give rise to the deferred income tax assets at December 31, 2017 and 2016 are as follows:

	<u>2017</u>	<u>2016</u>
	\$	\$
Deferred tax assets		
Share issuance costs and other	1,000	2,000
Deferred exploration expenses	258,000	257,000
Capital losses carried forward	305,000	305,000
Non-capital losses carried forward	393,000	376,000
	957,000	940,000
Less : tax assets not recognized	(957,000)	(940,000)
Net deferred tax assets	-	-
Deferred tax liabilities		
Net deferred tax liability	-	-

GoldTrain Resources Inc.

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NOTES TO THE FINANCIAL STATEMENTS**FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016**

(Canadian dollars)

14. INCOME TAXES (continued)**Deferred Income Tax Recovery** (continued)

The Company has available for carry forward non-capital losses of \$1,485,000 (2016 - \$1,420,000). As at December 31, 2017, the non-capital losses carry forwards expire as follows:

	\$
2025	14,000
2026	140,000
2027	306,000
2028	12,000
2029	53,000
2030	167,000
2031	230,000
2032	201,000
2033	98,000
2034	148,000
2036	51,000
2037	65,000
	<u>1,485,000</u>

As at December 31, 2017, the Company has cumulative Canadian exploration and evaluation expenditures ("CCEE"), cumulative Canadian development expenditures ("CCDE") totaling \$972,000 (2016 - \$969,000) which are available to reduce taxable income of future years. The CCEE and CCDE balances can be carried forward indefinitely. In addition, the unamortized balance, for income tax purposes, of share issuance costs amounts to approximately \$4,000 (2016 - \$8,000) and will be deductible in Canada over the next 1 (2016 - 2) years.

Deferred tax benefits which may arise as a result of these losses and expenditures have not been recognized in these financial statements.

15. SUBSEQUENT EVENTS

On November 20, 2017, the Company entered into a binding letter agreement with Idaho Champion Gold Mines Ltd. ("Idaho Champion"), a private issuer based in Ontario, relating to a reverse takeover transaction (the "Transaction"), pursuant to which the Company proposes to acquire all of the issued and outstanding securities of Idaho Champion by way of a three-cornered amalgamation, pursuant to which a wholly-owned Ontario-incorporated subsidiary of the Company will amalgamate with Idaho Champion, with the resulting amalgamated company being a wholly-owned subsidiary of GoldTrain. GoldTrain will continue as the parent corporation (the "Resulting Company"). Concurrently with the closing of the Transaction, the Resulting Company expects to change its name to "Idaho Champion Gold Mines Canada Inc." or another name acceptable to Idaho Champion, the Company and any regulatory authorities having jurisdiction. It is anticipated that the Resulting Company will continue to list its shares on the CSE following completion of the Transaction.

Concurrent with completion of the Transaction, in order for the Company to address some outstanding liabilities and improve its financial condition, (i) certain creditors are expected to forgive approximately \$350,000 of outstanding or accrued liabilities owed by the Company or such liabilities will be recognized as statute-barred and (ii) certain other creditors are expected to convert outstanding debt into common shares of the Company.

GoldTrain Resources Inc.

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NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

(Canadian dollars)

15. SUBSEQUENT EVENTS *(continued)*

Idaho Champion has agreed to lend the Company \$100,000 (the "Interim Loan"), which was received subsequent to December 31, 2017, to assist the Company to pay certain outstanding liabilities and some expenses to be incurred in respect of the Transaction. In the event that the Transaction is not completed, the Interim Loan will be released and forgiven by Idaho Champion as a break fee.

Immediately prior to completion of the Transaction, the Company proposes to issue up to approximately 3,000,000 common shares to settle outstanding debts and liabilities (and some additional debts (if any) to be incurred prior to closing) and then to consolidate its outstanding shares on a 1:3 basis thereby reducing the number of outstanding shares to a maximum of approximately 1,999,906 post-consolidation shares (such post-consolidation shares hereinafter referred to as "Post-RTO Shares") reflecting an effective debt conversion rate of \$0.24 per Post-RTO Share.



**Management's Discussion & Analysis (the "MD&A")
For the periods ended December 31, 2017**

Dated: February 5, 2018

GoldTrain Resources Inc. ("GoldTrain" or the "Company") is a junior exploration company engaged in exploration for mineral deposits in the Northern Ontario region of Canada. The Company is in the early exploration stage with respect to all of its properties.

This MD&A follows National Instrument Form 51-102F1 of the Canadian Securities Administrators regarding continuous disclosure for reporting issuers. It is a complement and supplement to the audited financial statements of GoldTrain for the years ended December 31, 2017 and 2016. This MD&A represents the view of management on current activities and past and current financial results of GoldTrain as well as an outlook of the activities of the coming months. The Company's financial statements are presented in accordance with International Financial Reporting Standards ("IFRS"). Both the financial statements and the MD&A can be found on SEDAR at www.sedar.com.

Unless otherwise stated, all amounts discussed herein are denominated in Canadian dollars and all financial information (as derived from the Company's financial statements) has been prepared in accordance with International Financial Reporting Standards.

1.1 Date: This MD&A for the three month period and year ended December 31, 2017 is dated effective as of February 5, 2018.

1.2 Caution Regarding Forward-Looking Statements: This MD&A contains forward-looking statements that are based on the Company's expectations, estimates and projections regarding its prospects, business and the economic environment in which it operates as of the date of the MD&A. Forward-looking statements are often, but not always, identified by the use of words such as "seek", "anticipate", "budget", "plan", "continue", "estimate", "expect", "forecast", "may", "will", "project", "predict", "potential", "targeting", "intend", "could", "might", "should", "would", "believe" and similar words suggesting future outcomes or statements regarding an outlook. Without limiting the generality of the foregoing, Sections 1.10 and 1.7 below entitled "*Outlook*" and "*Overall Performance*" contain some forward-looking statements with respect to opportunities for the Company to add undervalued assets to its portfolio and Section 1.9 below entitled "*Liquidity and Capital Resources*" contains some forward-looking statements, in particular with respect to prospects for future financings. These and other forward-looking statements are reasonable but involve a number of risks and uncertainties (see discussion under Section 1.16 "*Risks and Uncertainties*" below), and there can be no assurance that they will prove to be accurate. In addition, although the Company has attempted to identify important factors that could cause actual results to differ materially, there may be other factors that cause results not to be as anticipated, estimated or intended. Therefore, actual outcome and results may differ materially from those expressed in or implied by these forward-looking statements. Many factors could cause results to differ materially from the results discussed in the forward-looking statements, including risks related to the economic conditions and regulatory demands, which are not within the control of the Company, among others. These forward-looking statements are made as of the date of this MD&A and, subject to regulatory requirements, the Company does not assume any obligation to update or revise them to reflect new events or circumstances. Accordingly, readers should not place undue reliance on forward-looking statements.

1.3 About GoldTrain: GoldTrain's principal business is the acquisition and exploration of mineral exploration properties. The Company has material mineral properties in Northern Ontario. The Company has not presently determined whether any of its mineral rights contain mineral reserves that are economically recoverable. The exploration and development of mineral deposits involves significant financial risks. See Section 1.16 "*Risks and Uncertainties*". The Company is dependent on the success of its financing activities. The success of the Company will be influenced by a number of factors, including exploration and extraction risks, regulatory issues, environmental regulations and other matters.

1.4 Recent developments: The Company continues to hold the Missinabie and Nudulama properties and continues to consider expanding these properties or adding new properties to its portfolio.

At the Company's Annual and Special Meeting of shareholders on December 29, 2015, the shareholders approved a consolidation of its issued and outstanding common shares, warrants and options. The board of directors determined that the ratio for the proposed share consolidation be completed on a basis of 20 pre-consolidated shares, warrants or options for each post-consolidation share, warrant or option. On April 29, 2016, the Company filed articles of amendment to complete this consolidation.

On November 20, 2017, the Company entered into a binding letter agreement with Idaho Champion Gold Mines Ltd. ("Idaho Champion") to acquire certain mining claims in Idaho. See recent activities (1.16 (a) Proposed transactions)

1.5 Mineral properties: Some mineral properties which GoldTrain owns are those formerly owned by Goldwright Explorations Inc. In addition, in 2010 GoldTrain acquired or entered into agreements to acquire some additional claims adjoining or close to its Missinabie Property and in 2011 acquired the Nudulama Property.

GoldTrain has focused on mineral exploration in Northern Ontario. The 100% owned Brackin Gold Property (also known as the "Missinabie") now consists of 7 claims of which 6 are contiguous (covering approximately 1,142 hectares) in Brackin and Leeson Townships, Sault Ste Marie Mining Division, Ontario located 100 km northeast of Wawa, Ontario. In 2011, the Company acquired a 100% interest in 11 patented and 11 leased claims in Leeson Township (Nudulama Property) approximately 85 kilometers northeast of Wawa, Ontario. The patented claims are adjacent to the Missinabie Property. GoldTrain had previously acquired 2 additional staked claims (25 units covering approximately 400 hectares) adjoining the Nudulama property to the north.

The Company intends to hold the Missinabie and Nudulama Properties and to consider expanding these properties or adding new properties to its portfolio.

Technical reports prepared in accordance with National Instrument 43-101 have been prepared for each the Brackin Gold Property. They may be found on the Company's site on SEDAR at www.SEDAR.com.



1.6 Recent activities:

(a) Proposed transactions

On November 20, 2017, the Company entered into a binding letter agreement with Idaho Champion, a private issuer based in Ontario, relating to a reverse takeover transaction (the "Transaction"), pursuant to which the Company proposes to acquire all of the issued and outstanding securities of Idaho Champion by way of a three-cornered amalgamation, pursuant to which a wholly-owned Ontario-incorporated subsidiary of the Company will amalgamate with Idaho Champion, with the resulting amalgamated company being a wholly-owned subsidiary of GoldTrain. GoldTrain will continue as the parent corporation (the "Resulting Company"). Concurrently with the closing of the Transaction, the Resulting Company expects to change its name to "Idaho Champion Gold Mines Canada Inc." or another name acceptable to Idaho Champion, the Company and any regulatory authorities having jurisdiction. It is anticipated that the Resulting Company will continue to list its shares on the CSE following completion of the Transaction.

Concurrent with completion of the Transaction, in order for the Company to address some outstanding liabilities and improve its financial condition, (i) certain creditors are expected to forgive approximately \$350,000 of outstanding or accrued liabilities owed by the Company or such liabilities will be recognized as statute-barred and (ii) certain other creditors are expected to convert outstanding debt into common shares of the Company.

Idaho Champion has agreed to lend the Company \$100,000 (the "Interim Loan"), which was received subsequent to December 31, 2017, to assist the Company to pay certain outstanding liabilities and some expenses to be incurred in respect of the Transaction. In the event that the Transaction is not completed, the Interim Loan will be released and forgiven by Idaho Champion as a break fee.

Immediately prior to completion of the Transaction, the Company proposes to issue up to approximately 3,000,000 common shares to settle outstanding debts and liabilities (and some additional debts (if any) to be incurred prior to closing) and then to consolidate its outstanding shares on a 1:3 basis thereby reducing the number of outstanding shares to a maximum of approximately 1,999,906 post-consolidation shares (such post-consolidation shares hereinafter referred to as "Post-RTO Shares") reflecting an effective debt conversion rate of \$0.24 per Post-RTO Share.

(b) Exploration activities

There were no material exploration activities in the years ended December 31, 2017 and 2016.

(c) Financing activities

During the year ended December 31, 2017, the Company borrowed small amounts aggregating \$31,710 (2016 - \$49,107) from certain directors and significant shareholders. These loans are non-interest bearing without any fixed terms of repayment and are included in trade and other payables.



1.7 Overall Performance:

(a) Financial Condition

The Company had a working capital deficiency of \$615,030 as December 31, 2017, compared to \$551,379 as at December 31, 2016. The change in working capital deficiency was mainly due to net loss for the year ended December 31, 2017. Throughout the period, the Company had no cash-flow generating operations and no assured capital resources. The Company is dependent on financing arrangements for exploration activities and dependent on arrangements for services to the Company made by its directors and officers and other service providers without immediate compensation, as well as small loans from time to time from certain directors and significant shareholders.

The future of the Company remains dependent on the success of its financing activities. The Company is without sufficient cash assets to meet its current commitments and has no cash-flow generating operations. The only current sources of future funds available to the Company are the sale of additional equity capital and the borrowing of funds. A possible alternative may be credit from time to time of some service providers. There is no assurance that such funding or credit will be available or that it will be obtained on favourable terms or will provide the Company with sufficient funds or financial resources to meet its objectives, which may adversely affect the Company's business and financial position.

(b) Results of Operations

The net loss for three months ended December 31, 2017 was \$37,102 (2016 – net income \$2,285) principally due to professional fees of \$34,399 (2016 - \$3,981) primarily related to the proposed Transaction and exploration and evaluation expenditures of \$331 (2016 – recovery of \$8,616).

The net loss for year ended December 31, 2017 was \$63,651 (2016 – \$42,959) principally due to a change in professional and consulting fees of \$32,183 to \$48,537 (2016 – \$16,354) with the increase as a primarily related to the proposed Transaction and a decrease in shareholder information costs of \$18,986 to \$11,924 (2016 – \$30,910) related to the 20:1 share consolidation completed in 2016.

Operations are consistent quarter to quarter with the exception of exploration and evaluation expenditures. The exploration and evaluation expenditures fluctuate significantly depending on the cash resources of the Company.

(c) Cash Flows

In the years ended December 31, 2017 and 2016, the Company had an expense of \$3,088 and a recovery of expenses of \$4,152 on its properties, respectively. Operating activities provided cash resources of \$3 (2016 – \$16). Therefore, cash resources increased by \$3 during the year ended December 31, 2017 (2016 - \$16).

Based on the foregoing, the Company had a working capital deficiency of \$615,030 as at December 31, 2017, compared to \$551,379 as at December 31, 2016. The Company



will be further accessing the equity markets, borrowing small amounts of cash from management, directors and shareholders and seeking accommodations from its service providers to fund expansion of the Company's agenda, complete planned mineral exploration activities and for general working capital. While there is no guarantee that such financing and accommodations will be available, management does not have any reason to expect that they will not be available.

1.8 Selected financial information:

(a) Summary of quarterly results
(Thousands of dollars, except amount per share)

Quarter	Total income	Income (Loss)	Income (Loss) per share (basic and diluted)
December 31, 2017	Nil	(37)	(0.01)
September 30, 2017	Nil	(6)	<(0.01)
June 30, 2017	Nil	(10)	<(0.01)
March 31, 2017	Nil	(11)	<(0.01)
December 31, 2016	Nil	2	<0.01
September 30, 2016	Nil	(16)	<(0.01)
June 30, 2016	Nil	(13)	<(0.01)
March 31, 2016	Nil	(16)	<(0.01)

The variations between fiscal quarters in the amounts of the losses are primarily dependent on the amount of exploration activity conducted in such quarter and professional and consulting fees incurred in such quarter.

(b) NI 51-102 – Section 5.4: Disclosure of Outstanding Share Data

The number of issued and outstanding shares of GoldTrain as at the date hereof is 2,948,756. In addition, the Company has issued \$175,000 in promissory notes convertible at the option of the holder. These convertible promissory notes are convertible in tranches of \$25,000 each into units at \$1.00 per unit with each unit being comprised of one common share of the Company and one whole warrant exercisable to purchase one common share of the Company for \$2.00 within 3 years from the date of the convertible promissory notes at the option of the holder. If converted, this would be converted into an additional 175,000 common shares and 175,000 warrants exercisable to purchase one common share of the Company for \$2.00.

1.9 Liquidity and capital resources: The Company had a working capital deficiency of \$615,030 as at December 31, 2017, compared to \$551,379 as at December 31, 2016. The change in working capital deficiency was mainly due to net loss for the year ended December 31, 2017. Throughout the period, the Company had no cash-flow generating operations and no assured capital resources. The Company was dependent on raising financing and on arrangements for services to the Company made by its shareholders, directors, officers and service providers without immediate compensation, as well as small loans from time to time from certain directors and significant shareholders.



It is anticipated that the Company will be able to complete private placements of “flow-through” common shares and ordinary common shares from time to time as required. The net proceeds would be used to fund exploration activities and operating expenses, respectively. The Company anticipates proceeding with private placements of both flow-through and non-flow-through shares from time to time to improve its cash resources and its working capital position to enable it to explore its mineral exploration properties and to cover its operating expenses. The Company also anticipates that small loans may continue to be available from time to time from certain directors and significant shareholders.

1.10 Outlook: The Company’s objectives and outlook for 2018 are to complete the proposed Transaction.

Also, the Company will continue to research and evaluate projects and properties that complement and enhance its current portfolio of assets in northern Ontario and other locations.

Mineral Properties: Mineral property acquisition, exploration and development expenditures are expensed as incurred until the properties are placed into production, sold or abandoned. During the years ended December 31, 2017 and 2016, the Company incurred the following expenditures on each of its properties as follows:

	Year Ended December 31,		Cumulative to date *
	2017	2016	
Missinabie/Nudulama Property	\$ 3,088	\$ (4,512)	\$ 1,192,787
Exploration and evaluation expenditures	\$ 3,088	\$ (4,512)	\$ 1,192,787

* Only properties currently under exploration are included in this figure.

Year ended December 31, 2017

(Dollar amounts shown are approximate)

Name of Property or Project	Acquisition Costs	Assay Costs and Prospect Sampling	Drilling and Contractors	Geological and Geophysical Services	Storage Costs	Taxes	Total Capitalized Expenditures
Missinabie/Nudulama	\$0	\$0	\$0	\$0	\$0	\$3,088	\$3,088

Year ended December 31, 2016

(Dollar amounts shown are approximate)

Name of Property or Project	Acquisition Costs	Assay Costs and Prospect Sampling	Drilling and Contractors	Geological and Geophysical Services	Storage Costs	Taxes	Total Capitalized Expenditures
Missinabie/Nudulama	\$0	\$414	\$0	\$(9,077)	\$2,045	\$2,106	\$(4,512)

1.11 Significant Shareholders: To the best knowledge of the Company, at the date hereof, the Company had two shareholders who owned or exercised control over, directly or indirectly,



10% or more of the shares of the Company. As at the date hereof, KWG Resources Inc. had direct and indirect holdings (ownership or control) of 535,450 common shares representing approximately 18.2% of the issued and outstanding shares. As at the date hereof, Donald Alexander Sheldon had indirect holdings (ownership or control) of 485,869 common shares representing approximately 16.5% of the issued and outstanding shares. In addition, Donald Alexander Sheldon had direct and indirect holdings (ownership or control) of \$175,000 in promissory notes convertible at the option of the holder. These convertible promissory notes are convertible in tranches of \$25,000 each into units at \$1.00 per unit with each unit being comprised of one common share of the Company and one whole warrant exercisable to purchase one common share of the Company for \$2.00 within 3 years from the date of the convertible promissory notes convertible at the option of the holder. If converted, this would be converted into an additional 175,000 common shares (6% of the current shares currently outstanding) and 175,000 (6% of the current shares currently outstanding) warrants exercisable to purchase one common share of the Company for \$2.00. This means Donald Alexander Sheldon had indirect holdings (ownership or control) on a partially diluted basis of 25.3%.

1.12 Related party transactions: During the years ended December 31, 2017 and 2016, one officer of the Company at that time (Joerg Kleinboeck) provided professional and consulting services to the Company at standard rates. As well, a law firm of which Donald Alexander Sheldon, a director and significant shareholder, is a partner provided professional services to the Company, and continues to provide professional services to the Company, at standard rates.

1.13 Financial instruments:

Fair Value of Financial Assets and Liabilities

Fair Value Hierarchy

Financial instruments recorded at fair value on the statement of financial position are classified using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

Level 1 - valuation based on quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 - valuation techniques based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices);

Level 3 - valuation techniques using inputs for the asset or liability that are not based on observable market data.

Fair value

The Company's financial instruments as at December 31, 2017 include cash, trade and other payables and long term debt. The Company has designated its cash as FVTPL, which is measured at fair value. Fair value of cash is determined based on transaction value and is categorized as Level 1 measurement. Fair value of trade and other payables and long term debt is determined from transaction values which were derived from observable market inputs. Fair values of these financial instruments are based on Level 2 measurements. The Company



records its financial instruments at their carrying amounts which approximates fair value, unless otherwise disclosed in the financial statements. The carrying amounts approximate fair values due to the short-term maturities of cash and trade and other payables.

1.14 Critical Accounting Policies: The preparation of these financial statements using accounting policies consistent with IFRS requires management to make judgments and estimates and form assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Such estimates primarily relate to unsettled transactions and events as at the date of the financial statements. On an ongoing basis, management evaluates its judgments and estimates in relation to assets, liabilities, revenue and expenses. Management uses historical experience and various other factors it believes to be reasonable under the given circumstances as the basis for its judgments and estimates. Actual outcomes may differ from these estimates under different assumptions and conditions. The most significant estimates relate to valuation of deferred tax amounts and the calculation of share-based payments and warrants. Significant estimates and judgments made by management in the preparation of these financial statements are outlined below:

Calculation of share based payments and warrants

The Black-Scholes option pricing model is used to determine the fair value for the share based payments and warrants and utilizes subjective assumptions such as expected price volatility and expected life of the option or warrant. Discrepancies in these input assumptions can significantly affect the fair value estimate.

Income taxes

Tax interpretations, regulations and legislation in the jurisdiction in which the Company operates are subject to change and interpretation. As such, income taxes are subject to measurement uncertainty. The Company follows the liability method for calculating deferred taxes. Assessing the recoverability of deferred tax assets requires the Company to make significant estimates related to the expectations of future taxable income from operations and the application of existing tax laws. To the extent that taxable income differ significantly from estimates, the ability of the Company to realize the deferred tax assets and liabilities recorded at the statement of financial position date could be impacted. Additionally, changes in tax laws could limit the ability of the Company to obtain tax deductions in the future.

Decommissioning provisions

These are made based on the estimated settlement amounts. Assumptions, based on the current economic environment, have been made which management believes are a reasonable basis upon which to estimate the future liability. These estimates take into account any material changes to the assumptions that occur when reviewed regularly by management. Estimates are reviewed quarterly and are based on current regulatory requirements. Significant changes in estimates of contamination, restoration standards and techniques will result in changes to provisions on a quarterly basis. Actual rehabilitation costs will ultimately depend on actual future settlement amount for the rehabilitation costs which will reflect the market condition at the time that the rehabilitation costs are actually incurred. The final cost of the currently recognized rehabilitation provisions may be higher or lower than currently provided for.



Going concern assumption

Going concern presentation of the financial statements which assumes that the Company will continue in operation for the foreseeable future and will be able to realize its assets and discharge its liabilities in the normal course of operations as they come due.

Off-Statement of Financial Position Arrangements: The Company has not participated in any off-statement of financial position or statement of loss arrangements.

Proposed Transactions: See recent activities (1.16 (a))

1.15 Risks and Uncertainties: The Company faces a number of uncertainties, including the ability to raise sufficient capital to fund exploration activities and ongoing administrative expenses. Failure to obtain sufficient financing may result in the delay or indefinite postponement of exploration, development or production on any or all of its properties or even a loss of property interests. The business of the Company, mineral exploration and development, involves a high degree of risk. The exploration, development, mining and processing of minerals from the Company's properties will require substantial additional financing. Few properties that are explored ultimately become producing mines. At present, none of the Company's properties has a known commercial ore deposit. Nor is there any assurance that if such properties contain such ore bodies the Company will be able to discover and develop them. The extraction of metals and minerals from ore involves complicated metallurgical processes and recovery rates and costs can vary; there is no assurance that ore bodies, if discovered, will be able to be mined economically or successfully.

(a) Nature of Mineral Exploration and Mining

At the present time, the Company does not hold any interest in a mining property in production. The Company's viability and potential success lie in its ability to discover, develop, exploit and generate revenue out of mineral deposits. The exploration and development of mineral deposits involve significant financial risks over a significant period of time, which even a combination of careful evaluation, experience and knowledge may not eliminate. While discovery of a mine may result in substantial rewards, few properties which are explored are ultimately developed into producing mines. Major expenses may be required to establish reserves by drilling and to construct mining and processing facilities at a site. It is impossible to ensure that the current or proposed exploration programs on exploration properties in which the Company has an interest will result in a profitable commercial mining operation.

The operations of the Company are subject to all of the hazards and risks normally incidental to exploration and development of mineral properties, any of which could result in damage to life or property, environmental damage and possible legal liability for any or all damage. The activities of the Company may be subject to prolonged disruption of activities or scheduled work programs, due to weather conditions, barriers to property access, whether natural (such as floods or road damage) or man-made (such as blockades), depending on the location of operations in which the Company has interests. Hazards, such as unusual or unexpected formation, rock bursts, pressures, cave-ins, flooding or other conditions may be encountered in the drilling and removal of material. While the Company may obtain insurance against certain risks in such amounts as it considers adequate, the nature of these risks is such that liabilities could exceed policy limits or could be excluded from coverage. There are also risks against which the Company cannot insure or against which it may elect not to insure. The potential costs which could be associated with any liabilities not covered by insurance or in excess of



insurance coverage or compliance with applicable laws and regulations may cause substantial delays and require significant capital outlays, adversely affecting the future earnings and competitive position of the Company and, potentially, its financial position.

Whether a mineral deposit will be commercially viable depends on a number of factors, some of which are the particular attributes of the deposit, such as its size and grade, proximity to infrastructure, financing costs and governmental regulations, including regulations relating to prices, taxes, royalties, infrastructure, land use, importing and exporting and environmental protection. The effect of these factors cannot be accurately predicted, and the combination of these factors may result in the Company not receiving an adequate return on invested capital.

(b) Financing Risks

The Company has limited financial resources and no current revenues. There is no assurance that additional funding will be available to it for further exploration and development of its projects or to fulfill its obligations under applicable agreements. Although the Company has been successful in the past in obtaining financing through the sale of equity securities, there can be no assurance that the Company will be able to obtain adequate financing in the future or that the terms of such financing will be favourable. Failure to obtain such additional financing could result in delay or indefinite postponement of further exploration and development of the property interests of the Company with the possible dilution or loss of such interests.

(c) Commodity Price Risk

The price of the common shares in the capital the Company, its financial results, exploration and development activities have been, or may in the future be, adversely affected by declines in the price of gold and/or other metals. Prices for gold, copper, nickel, platinum or any other minerals discovered fluctuate widely and are affected by numerous factors beyond the Company's control, such as the sale or purchase of commodities by various central banks, financial institutions, expectations of inflation or deflation, currency exchange fluctuations, interest rates, global or regional consumptive patterns, international supply and demand, speculative activities and increased production due to new mine developments, improved mining and production methods and international economic and political trends. The Company's revenues, if any, are expected to be in large part derived from mining and sale of precious and base metals or interests in properties related thereto. The effect of these factors on the price of precious and base metals, and therefore the economic viability of any of the Company's exploration projects, cannot accurately be predicted.

(d) Competition

The mineral exploration and mining business is competitive in all of its phases. The Company competes with numerous other companies and individuals, including competitors with greater financial, technical and other resources than the Company, in the search for and acquisition of attractive mineral properties. The ability of the Company to acquire properties in the future will depend not only on its ability to develop its present properties, but also on its ability to select and acquire suitable properties or prospects for mineral exploration. There is no assurance that the Company will continue to be able to compete successfully with its competitors in acquiring such properties or prospects.



(e) Permits and Licences

The operations of the Company may require licences and permits from various governmental authorities. The Company believes that it presently holds all necessary licences and permits required to carry on with activities which it is currently conducting under applicable laws and regulations and the Company believes it is presently complying in all material respects with the terms of such laws and regulations. However, such laws and regulations are subject to change. There can be no assurance that the Company will be able to obtain all necessary licences and permits required to carry out exploration, development and mining operations at its projects.

(f) No Assurance of Titles

The acquisition of title to mineral projects is a very detailed and time consuming process. Although the Company has taken precautions to ensure that legal title to its property interests is properly recorded in the name of the Company where possible, there can be no assurance that such title will ultimately be secured. The holding of mineral rights does not provide full rights to the surface of the lands over those mineral rights – such surface rights may be held by third parties. Furthermore, there is no assurance that the interest of the Company in any of its properties may not be challenged or impugned. Some of the Company's properties may be subject to claims from aboriginal peoples which may affect exploration activities and costs as well as title.

(g) Environmental Regulations

The operations of the Company are subject to environmental regulations promulgated by government agencies from time to time. Environmental legislation provides for restrictions and prohibitions on spills, releases or emissions of various substances produced in association with certain mineral exploration and mining operations, which would result in environmental pollution. A breach of such legislation may result in the imposition of fines and penalties. In addition, certain types of operations require the submission and approval of environmental impact assessments. Environmental legislation is evolving in a manner which means stricter standards and enforcement; fines and penalties for non-compliance are more stringent. Environmental assessments of proposed projects carry a heightened degree of responsibility for companies and their directors, officers and employees. The cost of compliance with changes in governmental regulations has a potential to reduce the profitability of operations.

(h) Conflicts of Interest

The directors and officers of the Company may serve as directors or officers of other public resource companies or have significant shareholdings in other public resource companies. Situations may arise in connection with potential acquisitions and investments where the other interests of these directors and officers may conflict with the interest of the Company. In the event that such a conflict of interest arises at a meeting of the directors of the Company, a director is required by the *Business Corporations Act* (Ontario) to disclose the conflict of interest and to abstain from voting on the matter.

From time to time several companies may participate in the acquisition, exploration and development of natural resource properties thereby allowing for their participation in larger programs, permitting involvement in a greater number of programs and reducing financial exposure in respect of any one program. It may also occur that a particular company will assign



all or a portion of its interest in a particular program to another of these companies due to the financial position of the company making the assignment. In determining whether or not the Company will participate in a particular program and the interest therein to be acquired by it, the directors will primarily consider the degree of risk to which the Company may be exposed and its financial position at that time.

(i) Dependence on Key Personnel

The Company is dependent on a relatively small number of key people, the loss of any of whom could have an adverse effect on its operations.

(j) Political Risk

All of the Company's properties are located in Canada. Accordingly, the Company is subject to risks normally associated with exploration for and development of mineral properties in that country. The Company's mineral exploration activities could be affected in varying degrees by such political instability, aboriginal land claims and government regulation relating to foreign investment and the mining business. Operations may also be affected in varying degrees by terrorism, military conflict or repression, crime, extreme fluctuations in currency rates and high inflation.

(k) Interest Rate Risk

The Company invests cash surplus to its operational needs in investment-grade short term deposit certificates issued by the bank where it keeps its Canadian bank accounts. The Company periodically assesses the quality of its investments with this bank and is satisfied with the credit rating of the bank and the investment grade of its short term deposit certificates.

(l) Equity Price Risk

Equity price risk arises from the possibility that changes in market prices will affect the value of the financial instruments of the Company. The Company is exposed to fair value fluctuations on its other financial assets. The Company's other financial instruments (cash, trade and other receivables, and trade and other payables) are not subject to price risk.

(m) Liquidity Risk

The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. As at December 31, 2017, the Company had current assets of \$24 (2016 - \$21) to settle current liabilities of \$625,054 (2016 - \$551,400). The ability of the Company to continue to pursue its exploration activities and continue as a going concern is dependent on its ability to secure additional equity or other financing (including small loans from its officers, directors and significant shareholders) and the continued accommodation from its service providers. All of the Company's financial liabilities have contractual maturities of less than 30 days and are subject to normal trade terms. As at December 31, 2017, the Company had a working capital deficiency of \$615,030 (2016 - \$551,379).



(n) Acquisition

The Company uses its best judgment to acquire mining properties for exploration and development. In pursuit of such opportunities, the Company may fail to select appropriate acquisition candidates or negotiate acceptable agreements, including arrangements to finance the acquisitions and development, or integrate such opportunity and their personnel with the Company. The Company cannot assure that it can complete any acquisition that it pursues or is currently pursuing, on favourable terms, or that any acquisition completed will ultimately benefit the Company.

(o) Internal Control over Financial Reporting

Internal controls over financial reporting are procedures designed to provide reasonable assurance that transactions are properly authorized, assets are safeguarded against unauthorized or improper use, and transactions are properly recorded and reported. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance with respect to the reliability of financial reporting and financial statement preparation.

1.16 Management's Responsibility: The accompanying audited financial statements have been prepared by management and are in accordance with International Financial Reporting Standards ("IFRS") and all amounts are expressed in Canadian dollars unless otherwise noted. Other information contained in this document has also been prepared by management and is consistent with the data contained in the audited financial statements.

The Company's certifying officers are responsible for ensuring that the financial statements do not contain any untrue statement of material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it was made. The Company's officers certify that that the financial statements fairly present, in all material respects, the financial condition, result of operations and cash flows, of the Company as the date hereof.

The Board of Directors approves the financial statements and ensures that the Company's officers have discharged their financial responsibilities. The Board's review is accomplished principally through its Audit Committee, which meets periodically to review all financial reports, prior to filing.

1.17 Additional information: Additional information about GoldTrain is available through filings on SEDAR (WWW.SEDAR.COM)

1.18 Approval: This MD&A was reviewed and approved by the Board of Directors of GoldTrain and is effective as of February 5, 2018.



APPENDIX “D”

FINANCIAL STATEMENTS OF IDAHO CHAMPION

**Audited Consolidated Financial Statements for the Year Ended December 31, 2017 and
Period from Incorporation (June 16, 2016) to December 31, 2016
Management’s Discussion & Analysis for the Year Ended December 31, 2017**

IDAHO CHAMPION GOLD MINES LTD.

Consolidated Financial Statements

December 31, 2017 and 2016

(Expressed in Canadian Dollars)

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of Idaho Champion Gold Mines Ltd.

We have audited the accompanying consolidated financial statements of Idaho Champion Gold Mines Ltd. and its subsidiaries, which comprise the consolidated statements of financial position as at December 31, 2017 and 2016, and the consolidated statements of loss and comprehensive loss, consolidated statements of changes in shareholders' equity (deficiency) and consolidated statements of cash flows for the year ended December 31, 2017 and the period from incorporation (June 16, 2016) to December 31, 2016, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards and for such internal control as management determines is necessary to enable the preparation of consolidated 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 consolidated financial statements based on our audits. We conducted our audits 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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 consolidated financial statements present fairly, in all material respects, the financial position of Idaho Champion Gold Mines Ltd. and its subsidiaries as at December 31, 2017 and 2016, and their financial performance and cash flows for year ended December 31, 2017 and the period from incorporation (June 16, 2016) to December 31, 2016 in accordance with International Financial Reporting Standards.

Emphasis of Matter

Without qualifying our opinion, we draw attention to Note 1 in the consolidated financial statements which indicates that the Company had continuing losses during the year ended December 31, 2017 and a cumulative deficit as at December 31, 2017. These conditions along with other matters set forth in Note 1 indicate the existence of a material uncertainty that may cast significant doubt about the Company's ability to continue as a going concern.

UHY McGovern Hurley LLP



Chartered Professional Accountants
Licensed Public Accountants

TORONTO, Canada
July 18, 2018

IDAHO CHAMPION GOLD MINES LTD.
Consolidated Statements of Financial Position

December 31, 2017 and 2016

Expressed in Canadian dollars

	2017	2016
ASSETS		
Current assets		
Cash	\$ 338,115	\$ 4,362
Accounts receivable and prepaids	30,945	20
Subscription receivable	87,815	---
	\$ 456,875	\$ 4,382
LIABILITIES AND SHAREHOLDERS' EQUITY (DEFICIENCY)		
Current liabilities		
Accounts payable and accrued liabilities (<i>Notes 10 and 12</i>)	\$ 171,658	\$ 461,480
	171,658	461,480
Shareholders' equity (deficiency)		
Share capital (<i>Note 7</i>)	1,886,022	20
Shares to be issued (<i>Note 7</i>)	94,359	---
Deficit	(1,695,164)	(457,118)
	285,217	(457,098)
	\$ 456,875	\$ 4,382

Going Concern (*Note 1*)
Commitments and Contingencies (*Note 12*)

The accompanying notes are an integral part of these consolidated financial statements.

On behalf of the Board,

"Signed"

Bruce Reid

Bruce Reid
 Director

IDAHO CHAMPION GOLD MINES LTD.

Consolidated Statements of Loss and Comprehensive Loss

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars

	2017	2016
Expenses		
Management fees (Note 10)	26,765	---
Property acquisition costs (Note 6)	323,053	363,835
Project costs	804,665	68,452
General administrative costs	11,371	711
Professional fees	31,716	22,320
Shareholder and investor relations	36,851	---
Foreign exchange loss	3,625	1,800
	1,238,046	457,118
Net loss and comprehensive loss	\$(1,238,046)	\$ (457,118)
Basic and diluted loss per common share (Note 11)	\$ (0.12)	\$ (457.12)
Weighted average number of shares outstanding during the period - basic and diluted	10,389,422	1,000

The accompanying notes are an integral part of these consolidated financial statements.

IDAHO CHAMPION GOLD MINES LTD.

Consolidated Statements of Changes in Shareholders' Equity (Deficiency)

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars

	Shares Outstanding	Share Capital	Shares to be issued	Deficit	Total
Balance at June 16, 2016	1,000	\$20	\$ ---	\$---	\$ 20
Net loss for the period	---	---	---	(457,118)	(457,118)
Balance at December 31, 2016	1,000	\$20	\$ ---	\$(457,118)	\$(457,098)
Net loss for the year	---	---	---	(1,238,046)	(1,238,046)
Issue of share capital – settlement of debt <i>(Note 7(i))</i>	9,999,000	533,645	---	---	533,645
Issue of share capital – performance shares <i>(Note 7(ii))</i>	4,500,000	219,687	---	---	219,687
Issue of share capital – private placement <i>(Note 7(iii))</i>	4,525,000	1,140,670	94,359	---	1,235,029
Share issue costs	---	(8,000)	---	---	(8,000)
Balance at December 31, 2017	19,025,000	\$1,866,022	\$ 94,359	\$(1,695,164)	\$285,217

The accompanying notes are an integral part of these consolidated financial statements.

IDAHO CHAMPION GOLD MINES LTD.

Consolidated Statements of Cash Flows

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars

	2017	2016
CASH PROVIDED BY (USED IN):		
OPERATING ACTIVITIES		
Net loss for the period	\$ (1,238,046)	\$ (457,118)
Net change in non-cash working capital balances:		
Accounts receivable and prepaids	(30,925)	(20)
Accounts payable and accrued liabilities	243,843	461,480
	<u>(1,025,128)</u>	<u>4,342</u>
FINANCING ACTIVITIES		
Issuance of common shares	1,366,881	20
Share issue costs	(8,000)	---
	<u>1,358,881</u>	<u>20</u>
Net increase in cash	333,753	4,362
Cash, beginning of the year	4,362	---
Cash, end of the year	<u>\$ 338,115</u>	<u>\$ 4,362</u>
Supplemental cash flow information:		
	2017	2016
Shares issued in settlement of debt (Note 10)	\$ 533,665	\$ ---

The accompanying notes are an integral part of these consolidated financial statements.

IDAHO CHAMPION GOLD MINES LTD.

Notes to the Consolidated Financial Statements

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars unless otherwise indicated

1. Nature of Operation and Going Concern

Idaho Champion Gold Mines Ltd. (the “**Company**” or “**Champion**”) was incorporated under the laws of the Province of Ontario on June 16, 2016. The Company is engaged in the acquisition, exploration and evaluation of natural resources. The address of the registered office is Suite 2702, 401 Bay Street Toronto, Ontario, M5H 2Y4.

The consolidated financial statements of the Company for the year ended December 31, 2017 and the period ended December 31, 2016 were authorized for issue in accordance with a resolution of the directors dated July 18, 2018.

The ability of the Company to realize the costs it has incurred to date on its properties is dependent upon the Company being able to identify economically recoverable reserves, to finance their development costs and to resolve any environmental, regulatory, or other constraints, which may hinder the successful evaluation of the reserves. Although the Company has taken steps to verify title to the properties on which it is conducting exploration and development activities and in which it has an interest, in accordance with industry standards for the current stage of exploration and development of such properties, these procedures do not guarantee the Company's title. Property title may be subject to government licensing requirements or regulations, unregistered prior agreements, unregistered claims, and non-compliance with regulatory and environmental requirements.

These consolidated financial statements have been prepared on the basis of accounting principles applicable to a going concern. Accordingly, they do not give effect to adjustments that would be necessary should the Company be unable to continue as a going concern and therefore be required to realize its assets and liquidate its liabilities and commitments in other than the normal course of business and at amounts different from those in the accompanying financial statements, such adjustments could be material. The Company has a need for financing for working capital, and the exploration and development of its properties. Because of continuing operating losses, the Company's continuance as a going concern is dependent upon its ability to obtain adequate financing and to reach profitable levels of operation. It is not possible to predict whether financing efforts will be successful or if the Company will attain profitable levels of operations. These circumstances indicate the existence of a material uncertainty that may cast significant doubt as to the Company's ability to continue as a going concern and ultimately the appropriateness of the use of accounting principles applicable to a going concern.

2. Basis of Presentation

Statement of compliance:

The consolidated financial statements for the year ended December 31, 2017 and the period from incorporation (June 16, 2016) to December 31, 2016 have been prepared in accordance with International Financial Reporting Standards (“IFRS”), as issued by the International Accounting Standards Board (“IASB”) and the International Financial Reporting Interpretation Committee (“IFRIC”).

Basis of Measurement:

These consolidated financial statements were prepared on a going concern basis, under the historical cost convention.

IDAHO CHAMPION GOLD MINES LTD.

Notes to the Consolidated Financial Statements

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars unless otherwise indicated

2. Basis of Preparation (Cont'd)

Use of Estimates and Judgments:

The preparation of consolidated financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Although these estimates are based on management's best knowledge of the amount, event or actions, actual results ultimately may differ from those estimates. Areas where estimates are significant to the consolidated financial statements are disclosed in Note 4. These financial statements are presented in Canadian dollars, which is the Company's functional currency.

3. Summary of Significant Accounting Policies

The accounting policies set out below have been adopted for the year ended December 31, 2017 and the period from incorporation (June 16, 2016) to December 31, 2016 and have been applied consistently to all periods presented in these consolidated financial statements, unless otherwise indicated.

a) Basis of Consolidation

These consolidated financial statements include the accounts of Champion and its wholly-owned subsidiaries, Idaho Champion Gold Mines USA, Inc. and Idaho Champion Gold Mines LLC. Control is achieved when Champion has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. The results of subsidiaries acquired or disposed of during the period are included in the Consolidated Statements of Income (Loss) and Comprehensive Income (Loss) from the effective date of acquisition or to the date of disposal. Intergroup balances and transactions are eliminated on consolidation.

b) Functional and Presentation Currency:

These consolidated financial statements are presented in Canadian dollars, which is the Company's presentation currency. Champion's functional currency is the Canadian dollar. See note 4.

Monetary assets and liabilities are translated at the closing rate at the date of the balance sheet. Non-monetary assets are translated at historical rates. Income and expenses are translated at the exchange rates at the dates of the transactions. All resulting exchange differences are recognized in income (loss).

c) Exploration and Evaluation Expenditures (E&E)

i) E&E Expenditures

The Company expenses the cost of its evaluation expenditures and expenses exploration expenditures which include the cost of acquiring interests in mineral rights, licenses and properties, asset acquisitions or option agreements. The Company expenses the cost of evaluation activity related to acquired exploration assets.

Evaluation expenditures relate to costs incurred for and evaluation of potential mineral reserves and includes costs related to the following: conducting geological studies; exploratory drilling and sampling and; evaluating the technical feasibility and commercial viability of extracting a mineral resource.

ii) Pre-E&E (project generation) Expenditures

Pre-E&E (project generation) expenditures are incurred on activities that precede exploration for an evaluation of mineral resources, being all expenditures incurred prior to securing the legal rights to explore an area. Pre-E&E expenditures are expensed immediately through the consolidated statement of income (loss) and comprehensive income (loss).

IDAHO CHAMPION GOLD MINES LTD.

Notes to the Consolidated Financial Statements

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars unless otherwise indicated

3. Summary of Significant Accounting Policies (Cont'd)

d) Related Party Transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources, services or obligations between related parties.

e) Finance Income and Expenses

Finance income comprises interest income on funds invested. Interest income is recognized as it accrues using the effective interest method. Finance income is considered an operating activity for cash flow purposes.

Finance expenses comprise interest expense on borrowings, unwinding of the discount on provisions and impairment losses recognized on financial assets. Borrowing costs that are not directly attributable to the acquisition, construction or production of a qualifying asset are recognized using the effective interest method. Finance costs are considered an operating activity for cash flow purposes.

f) Taxes

Tax expense comprises current and deferred tax. Tax is recognized in the consolidated statement of loss except to the extent it relates to items recognized in other comprehensive loss or directly in equity.

i) Current Income tax

Current tax expense is based on the results for the period as adjusted for items that are not taxable or not deductible. Current tax is calculated using tax rates and laws that were enacted or substantively enacted at the end of the reporting period. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. Provisions are established where appropriate on the basis of amounts expected to be paid to the tax authorities.

ii) Deferred tax

Deferred taxes are the taxes expected to be payable or recoverable on differences between the carrying amounts of assets in the consolidated statement of financial position and their corresponding tax bases used in the computation of taxable profit, and are accounted for using the balance sheet liability method. Deferred tax liabilities are generally recognized for all taxable temporary differences between the carrying amounts of assets and their corresponding tax bases.

Deferred tax assets are recognized to the extent that it is probable that taxable profits will be available against which deductible temporary differences can be utilized. Such assets and liabilities are not recognized if where the temporary difference arises from the initial recognition of goodwill or from the initial recognition (other than in a business combination) of other assets in a transaction that affects neither the taxable profit nor the accounting profit.

iii) Deferred Tax Liabilities:

- are generally recognized for all taxable temporary differences;
- are recognized for taxable temporary differences arising on investments in subsidiaries except where the reversal of the temporary difference can be controlled and it is probable that the difference will not reverse in the foreseeable future;
- are not recognized on temporary differences that arise from goodwill which is not deductible for tax purposes;
- are recognized to the extent it is probable that taxable profits will be available against which the deductible temporary differences can be utilized; and
- are reviewed at the end of the reporting period and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax assets and liabilities are not recognized in respect of temporary differences that arise on initial recognition of assets and liabilities acquired other than in a business combination.

IDAHO CHAMPION GOLD MINES LTD.

Notes to the Consolidated Financial Statements

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars unless otherwise indicated

3. Summary of Significant Accounting Policies (Cont'd)

g) Loss Per Share

Basic Loss Per Share is calculated by dividing total loss from continuing operations attributable to owners of the Company (the numerator) by the weighted average number of ordinary shares outstanding (the denominator) during the period. The denominator (number of shares) is calculated by adjusting the shares issued at the beginning of the period by the number of shares bought back or issued during the period, multiplied by a time-weighting factor.

Diluted Loss Per Share is calculated by adjusting the earnings and number of shares for the effects of dilutive options and other dilutive potential shares. The effects of anti-dilutive potential shares are ignored in calculating diluted Loss Per Share. All options are considered anti-dilutive when the Company is in a loss position.

4. Critical Judgments and Accounting Estimates

Measurement Uncertainty

The preparation of financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the application of the accounting policies to financial information presented. Actual results may differ from the estimates, assumptions and judgments made. Estimates and underlying assumptions are reviewed on an ongoing basis. Changes made to estimates are reflected in the period the changes are made.

The key sources of estimation uncertainty that have a significant risk of causing material adjustment to the amounts recognized in the consolidated financial statements are:

Taxes

Provisions for taxes are made using the best estimate of the amount expected to be paid based on a qualitative assessment of all relevant factors. The Company reviews the adequacy of these provisions at the end of the reporting period. However, it is possible that at some future date an additional liability could result from audits by taxing authorities. Where the final outcome of these tax-related matters is different from the amounts that were initially recorded, such differences will affect the tax provisions in the period in which such determination is made.

Significant accounting judgments

The critical judgments that the Company's management has made in the process of applying the Company's accounting policies, apart from those involving estimations that have the most significant effect on the amounts recognized in the Company's financial statements, are related to the functional currency assessment, related parties, the provision for reclamation and obligation, when and if deferred taxes are recoverable and the assumption that the Company will continue as a going concern.

The Company made a determination that its functional currency and that of its subsidiaries is the Canadian dollar. Management considered all of the relevant primary and secondary factors in making this determination.

IDAHO CHAMPION GOLD MINES LTD.

Notes to the Consolidated Financial Statements

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars unless otherwise indicated

5. Future Accounting Changes

Certain new standards, interpretations, amendments and improvements to existing standards were issued by the IASB or IFRIC. Some updates that are not applicable or are not consequential to the Company may have been excluded from the list below. None of these is expected to have a significant effect on the Consolidated Financial Statements of the Company.

The IASB has issued IFRS 9 Financial Instruments ("IFRS 9") which proposes to replace IAS 39 Financial Instruments Recognition and Measurement. The replacement standard has the following significant components: establishes two primary measurement categories for financial assets — amortized cost and fair value; establishes criteria for classification of financial assets within the measurement category based on business model and cash flow characteristics; and eliminates existing held-to-maturity, available-for-sale and loans and receivable categories. The effective date is January 1, 2018, with earlier application permitted. The Company has not adopted IFRS 9 in its financial statements for the current period, but will continue to monitor and evaluate the impact of any required changes to its financial statements based on the characteristics of its financial instruments at the date of adoption.

IFRS 15 Revenue from Contracts with Customers ("IFRS 15") was issued by the IASB in May, 2014. IFRS 15 provides a comprehensive framework for recognition, measurement and disclosure of revenue from contracts with customers, excluding contracts within the scope of the standards on leases, insurance contracts and financial instruments. IFRS 15 becomes effective for annual periods beginning on or after January 1, 2018 and is to be applied retrospectively. Early adoption is permitted. The Company intends to adopt IFRS 15 on its effective date and has not reviewed the effects of this future policy change.

IFRS 16 Leases ("IFRS 16") was issued by the IASB in January 2016, and will replace IAS 17 Leases ("IAS 17"). Under IFRS 16, a lease will exist when a customer controls the right to use an identified asset as demonstrated by the customer having exclusive use of the asset for a period of time. IFRS 16 introduces a single accounting model for lessees and all leases will require an asset and liability to be recognized on the statement of financial position at inception. The accounting treatment for lessors will remain largely the same as under IAS 17. The standard is effective for the annual periods beginning on or after January 1, 2019 with early adoption permitted. The Company has not yet assessed the impact of this standard.

6. Exploration Properties

In August 2016, the Company signed an agreement to acquire 100% of the Baner Property in Idaho, USA. Pursuant to this agreement, a US\$250,000 payment was made in October 2016 and a final US\$250,000 payment was made in October 2017. With the October 2017 payment, Champion now owns 100% of the Baner property.

7. Share Capital

Authorized

Unlimited number of Common shares

Common Shares Issued:	Number of Shares	Amount
Balance, June 16, 2016 and December 31, 2016 (Note 7(i))	1,000	\$ 20
Issued on settlement of debt (Note 7 (ii) and Note (10))	9,999,000	533,645
Issued as performance shares (Note 7 (ii))	4,500,000	219,687
Issued on private placements (Note 7(iii))	4,525,000	1,140,670
Share issue costs	---	(8,000)
Balance, December 31, 2017	19,025,000	\$ 1,866,022

IDAHO CHAMPION GOLD MINES LTD.

Notes to the Consolidated Financial Statements

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars unless otherwise indicated

7. Share Capital (Cont'd)

(i) At the time of incorporation on June 16, 2016, the Company issued 1,000 shares for a nominal value of \$20, or \$0.02 per share.

(ii) Champion had a total of 18 million shares reserved for issuance to persons instrumental in the establishment of the Company and managing the start-up process ("Performance Shares"). These shares were issuable at either US\$0.02 or US\$0.10 at the discretion of Management. As at December 31, 2017 a total of 14,500,000 of these Performance Shares had been issued at an average price of \$0.05 per share. At December 31, 2017, the Company had received subscription agreements for the remaining 3,500,000 Performance Shares but consideration therefor was not received. Consequently, these are noted as "Shares to be issued" on the Statement of Financial Position.

(iii) Pursuant to its ongoing financing, as at December 31, 2017, the Company has also issued a total of 4,525,000 common shares for proceeds of \$1,140,670.

8. Capital Management

The Company's objective when managing capital is to safeguard its ability to continue as a going concern, so that it can continue to provide returns to shareholders and benefits for other stakeholders. The Company manages its capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying natural resource properties. The Company's objective is met by retaining adequate equity to guard against the possibility that cash flows from assets will not be sufficient to meet future cash flow requirements. The Company considers its capital structure to include cash and working capital. In order to maintain or adjust the capital structure, the Company may from time to time issue shares and adjust its capital spending to manage current and projected debt levels. To assess capital and operating efficiency and financial strength, the Company continually monitors its net cash and working capital.

9. Financial Instruments and Risk Management

Set out below is a comparison, by category, of the carrying amounts and fair values of all of the Company's financial instruments that are carried in the financial statements and how the fair value of financial instruments is measured.

Fair values

Fair value represents the price at which a financial instrument could be exchanged in an orderly market, in an arm's length transaction between knowledgeable and willing parties who are under no compulsion to act.

The Company classifies the fair value of the financial instruments according to the following hierarchy based on the amount of observable inputs used to value the instrument.

The following table provides an analysis of the financial instruments that are measured subsequent to initial recognition at fair value, grouped into Levels 1 to 3 based on the degree to which the fair value is observable:

- Level 1 fair value measurements are those derived from quoted prices (unadjusted) in the active market for identical assets or liabilities.
- Level 2 fair value measurements are those derived from inputs other than quoted prices that are observable for the asset or liability, either directly (i.e. prices) or indirectly (derived from prices).
- Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data (unobservable inputs).

As at December 31, 2016 and 2017, the Company did not have any financial instruments measured at fair value.

IDAHO CHAMPION GOLD MINES LTD.
Notes to the Consolidated Financial Statements

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars unless otherwise indicated

9. Financial Instruments and Risk Management (Cont'd)

Categories of Financial Instruments	December 31, 2017	December 31, 2016
Financial Assets—other receivables		
Cash	\$ 338,115	\$ 4,362
Accounts receivable and prepaids	30,945	20
Financial Liabilities—other financial liabilities		
Accounts payable and accrued liabilities	\$ 171,658	\$ 461,480

The fair values of all the Company's financial instruments approximate the carrying value due to the short-term nature of the financial instruments. The Company's activities expose it to a variety of financial risks: credit risk, liquidity risk and market risk (currency fluctuations, interest rates and commodity prices). The Company's overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on the Company's financial performance.

Credit Risk

Credit risk is the risk of a financial loss to the Company if a customer is unable to meet its contractual obligations and arises principally from the Company's accounts receivable. The Company's cash is held with Canadian chartered banks.

Liquidity Risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they come due. The Company has established a standard of ensuring that it has enough resources available to withstand any downturn in the industry. As the Company's industry is very capital intensive, the majority of its spending is related to its capital programs. The Company prepares periodic capital expenditure budgets, which are regularly monitored and updated as considered necessary. Further, the Company utilizes authorizations for expenditures on both operated and non-operated projects to further manage capital expenditures. The Company's goal is to prudently spend its capital while maintaining its credit reputation amongst its suppliers. The Company also mitigates liquidity risk by maintaining an insurance program to minimize exposure to insurable losses.

Market Risk

Market risk is the risk that changes in interest rates, foreign exchange rates and commodity and equity prices will affect the Company's net earnings or the value of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable limits, while maximizing returns.

Interest rate risk

The Company has cash balances and no interest-bearing debt. The Company's current policy is to invest excess cash in certificates of deposit issued by a Canadian chartered bank with which it keeps its bank accounts. The Company periodically monitors the investments it makes and is satisfied with the creditworthiness of the Canadian chartered bank.

Foreign exchange risk

The Company engages in transactions and activities in currencies other than its reported currency. The Company's exploration activities are in the United States of America. Ongoing exploration expenses, assets and liabilities are exposed to foreign exchange fluctuations. The Company's exploration expenses are primarily transacted in US dollars.

IDAHO CHAMPION GOLD MINES LTD.

Notes to the Consolidated Financial Statements

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars unless otherwise indicated

9. Financial Instruments and Risk Management (Cont'd)

Commodity and equity risk

The Company is exposed to price risk with respect to commodity and equity prices. Commodity price risk is the potential adverse impact on earnings and economic value due to commodity price movements and volatilities. Equity price risk is the potential adverse impact on the Company's comprehensive earnings due to movements in individual equity prices or general movements in the level of the stock market. The Company closely monitors commodity prices to determine the appropriate course of action to be taken by the Company. Commodity price risk could adversely affect the Company. In particular, the Company's future profitability and viability of development depend upon the world market price of certain precious and base metals. Precious and base metal prices have fluctuated widely in recent years. There is no assurance that, even if commercial quantities of precious and base metals are produced in the future, a profitable market will exist for them.

10. Related Party Transactions

Related party transactions conducted in the normal course of operations are measured at the exchange value (the amount established and agreed to by the related parties). The following is a summary of the Company's related party transactions for the year ended December 31, 2017 and the period from incorporation (June 16, 2016) to December 31, 2016.

Effective June 1, 2017, the Company signed a five-year lease, paying \$650 per month, with a company with which it has common management and directors.

Compensation of key management personnel and directors for the period was as follows:

For the period ended December 31,	2017	2016
Cash-based remuneration	\$ 26,765	\$ ---
	\$ 26,765	\$ ---

During the year, a payment of \$26,765 was made to the company's CEO in consideration of his efforts on behalf of Champion. During the year ended December 31, 2017, the Company's CEO purchased a total of 4,000,000 shares for \$333,425.

During the year ended December 31, 2017, the Company's CFO purchased a total of 750,000 shares for \$29,585.

Mr. Bruce Reid made payments on behalf of the Company totaling \$452,583 in 2016 and \$81,082 in 2017. These payments and his work during these year was instrumental in establishing the Company and securing its principal asset. Mr. Reid did not wish to be reimbursed in cash for these expenditures. Consequently, a total of 10 million Performance Shares were issued to Mr. Reid as compensation.

11. Loss Per Share

The calculation of basic loss per share for the year ended December 31, 2017 and the period from incorporation (June 16, 2016) to December 31, 2016 was based on total loss attributable to common shareholders of \$1,238,046 (2016 - \$457,118) and a weighted average number of common shares outstanding of 10,389,422 (2016 - 1,000).

IDAHO CHAMPION GOLD MINES LTD.

Notes to the Consolidated Financial Statements

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars unless otherwise indicated

12. Commitments

On November 13, 2017, the Company signed an agreement to purchase geologic data owned by a third party ("Bill of Sale"). Pursuant to this Bill of Sale, Champion paid US\$10,000 upon signing of this agreement and agreed to issue, before March 31, 2018, 250,000 shares at a price of US\$0.20 per share at total value of US\$50,000. These shares were issued in March 2018. Furthermore, Champion is committed to pay an additional US\$40,000 in four equal payments due on March 30, 2018, June 29, 2018, September 29, 2018 and December 31, 2018. At December 31, 2017, this obligation is included in accounts payable on the consolidated statement of financial position.

On November 20, 2017, Champion signed a binding letter agreement with GoldTrain Resources Inc. ("GoldTrain") relating to a reverse takeover transaction (the "Transaction"), pursuant to which GoldTrain proposes to acquire all of the issued and outstanding securities of Champion. GoldTrain's shares trade on the Canadian Securities Exchange under the symbol GT.

The Transaction is expected to be effected by way of a three-cornered amalgamation, pursuant to which a wholly-owned Ontario-incorporated subsidiary of the GoldTrain will amalgamate with Idaho Champion, with the resulting amalgamated company being a wholly-owned subsidiary of GoldTrain. GoldTrain will continue as the parent corporation (the "Resulting Company"). Concurrently with the closing of the Transaction, the Resulting Company expects to change its name to "Idaho Champion Gold Mines Canada Inc." or another name acceptable to Champion, the Company and any regulatory authorities having jurisdiction. It is anticipated that the Resulting Company will continue to list its shares on the CSE following completion of the Transaction.

13. Income Taxes

a) Provision for Income Taxes

Major items causing the Company's effective income tax rate to differ from the combined Canadian federal and provincial statutory rate of 26.5% were as follows:

	2016 \$	2017 \$
Loss before income taxes	457,118	1,238,046
Expected income tax recovery based on statutory rate	(123,000)	(333,000)
Adjustment to expected income tax benefit:		
Stock-based Compensation	-	-
Non-deductible expenses and other	117,000	177,000
Change in benefit of tax assets not recognized	6,000	156,000
Deferred income tax (recovery)	-	-

IDAHO CHAMPION GOLD MINES LTD.

Notes to the Consolidated Financial Statements

For the year ended December 31, 2017 and period from incorporation (June 16, 2016) to December 31, 2016

Expressed in Canadian dollars unless otherwise indicated

13. Income Taxes (Cont'd)

b) Deferred Income Taxes

Deferred income tax assets have not been recognized in respect of the following deductible temporary differences:

	2016 \$	2017 \$
Non-capital loss carry-forwards	23,000	587,000
Share issue costs	-	6,000
Mineral property costs	-	-
Capital loss carry-forwards	-	-

As at December 31, 2017, the Company had estimated non-capital losses for Canadian income tax purposes of approximately \$587,000 available to use against future taxable income. The non-capital losses expire in 2037.

Deferred tax assets have not been recognized in respect of these items because it is not probable that future taxable profit will be available against which the Company can use the benefits.

14. Environmental Contingencies

The Company has exploration and evaluation properties in the United States and has conducted exploration activities. Management maintains that no material damage has been done to the land, and on that basis, management has not recorded a provision for an asset retirement obligation or for property reclamation.

15. Subsequent Events

Subsequent to year-end, the Company raised approximately US\$975,000 of additional capital by issuing 7,767,000 common shares.

On May 11, 2018, Idaho Champion Cobalt USA, Inc. ("Champion Cobalt") was incorporated as a wholly-owned Idaho corporation. This subsidiary was incorporated to acquire cobalt assets pursuant to a purchase and sale agreement with American Cobalt Corp. American Cobalt Corp. will earn up to 4,000,000 common shares with shares transferred as mining claims are transferred to Champion Cobalt.

IDAHO CHAMPION GOLD MINES LTD.

MANAGEMENT'S DISCUSSION & ANALYSIS

For the Year Ended December 31, 2017

The following discussion of the results of operations and financial condition of Idaho Champion Gold Mines Ltd. ("Champion" or "the Company") prepared as of July 18, 2018 consolidates Management's review of the factors that affected the Company's financial and operating performance for the year ended December 31, 2017, and factors reasonably expected to impact on future operations and results. This discussion is intended to supplement and complement the Company's Consolidated Financial Statements ("Financial Statements") and the notes thereto which were prepared in accordance with International Financial Reporting Standards ("IFRS").

This year's Financial Statements, as well as additional information, are available at www.sedar.com. All amounts disclosed are in Canadian dollars, unless otherwise stated.

COMPANY OVERVIEW

Champion was incorporated under the laws of the Province of Ontario on June 16, 2016. The Company is engaged in the acquisition, exploration and evaluation of natural resources in the State of Idaho, United States of America. The address of the registered office is Suite 2702, 401 Bay Street Toronto, Ontario, M5H 2Y4.

The Company notes that although the exploration of its existing projects is prospective, mineral exploration in general is uncertain. As a result, the Company believes that by acquiring additional mineral properties, it is able to better minimize overall exploration risk. Risk factors to be considered in connection with the Company's search for, and acquisition of, additional mineral properties include the significant expenses required to locate and establish mineral reserves; the fact that expenditures made by the Company may not result in discoveries of commercial quantities of minerals; environmental risks; risks associated with land title; the competition faced by the Company; and the potential failure of the Company to generate adequate funding for any such acquisitions. Refer to the "Risks and Uncertainties" section for additional information.

On November 20, 2017, Champion signed a binding letter agreement with GoldTrain Resources Inc. ("GoldTrain") relating to a reverse takeover transaction (the "Transaction"), pursuant to which the GoldTrain proposes to acquire all of the issued and outstanding securities of Champion. GoldTrain's shares trade on the Canadian Securities Exchange ("CSE") under the symbol GT.

The Transaction is expected to be effected by way of a three-cornered amalgamation, pursuant to which a wholly-owned Ontario-incorporated subsidiary of the GoldTrain will amalgamate with Idaho Champion, with the resulting amalgamated company being a wholly-owned subsidiary of GoldTrain. GoldTrain will continue as the parent corporation (the "Resulting Company"). Concurrently with the closing of the Transaction, the Resulting Company expects to change its name to "Idaho Champion Gold Mines Canada Inc." or another name acceptable to Champion, the Company and any regulatory authorities having jurisdiction. It is anticipated that the Resulting Company will continue to list its shares on the CSE following completion of the Transaction.

Going Concern

The Company is subject to the risks and challenges experienced by other companies at a comparable stage. These risks include, but are not limited to, continuing losses, dependence on key individuals and the ability to secure adequate financing or to complete corporate transactions to meet the minimum capital required to successfully complete the Company's projects and to fund operating expenses. Development of the Company's current projects to the production stage will require significant financing. Refer to the "Risks and Uncertainties" section for additional information.

This MD&A incorporates these changes into the analysis provided below.

Overview

The Company's mineral exploration efforts have not commenced commercial production and, accordingly, the Company is dependent upon debt and/or equity financings and the optioning and/or sale of resource or resource-related assets for its funding.

HIGHLIGHTS

- On November 20, 2017, Champion signed a binding letter agreement with GoldTrain to effect a going public event by way of a reverse takeover transaction. GoldTrain's shares trade on the Canadian Securities Exchange under the symbol GT.
- On November 13, 2017, the Company signed an agreement to purchase geological data owned by a third party. This geological data is being used by Management to assist in securing additional mineral properties.

BANER PROJECT - IDAHO, USA

In August 2016, the Company signed an agreement to acquire 100% of the Baner Property in Idaho, USA. Pursuant to this agreement, a US\$250,000 payment was made in October 2016 and a final US\$250,000 payment was made in October 2017. With the October 2017 payment, Champion now owns 100% of the Baner property.

The Baner Project Technical Report Summary

Below is a summary (the "Summary") of the Baner Property that has been extracted from the Baner Project Technical Report. Capitalized terms in the Summary have the meanings ascribed thereto in the Summary or, if not defined therein, the meaning ascribed thereto in the Technical Report. The full text of the Technical Report will be available under GoldTrain's profile on SEDAR at www.sedar.com.

SummaryIntroduction

The Baner Project property comprises 79 unpatented lode claims, covering approximately 1,538 acres (622 ha.), situated in Section 01 Township 28 North Range 07 East, Section 06 Township 28 North Range 08 East, Section 07 Township 28 North Range 08 East, Section 12 Township 28 North 07 East, Section 13 Township 28 North Range 07 East, Section 13 Township 28 North Range 07 East, Section 18 Township 28 North Range 08 East, and Section 19 Township 28 North Range 08 East, in Idaho County, Idaho. The property is roughly centered at 115° 31' 10" West longitude and 45° 46' 00" North latitude or 615223m E, 5069069m N.

The Baner Project property consists of two parts: (i) the wholly owned, recently staked by Idaho Champion Gold Mines LLC. ("ICGM"), BC Group of claims (BC 1 through BC 68), and (ii) the historic Baner property currently held through an option agreement between ICGM, a 100% owned US subsidiary of Idaho Champion Gold Mines Ltd, and the Baner family descendants (the "Venders"), having an effective date of August 9, 2016. ICGM has the right to explore and develop the Property, and to acquire a 100% interest in the Baner Property.

In the Elk City area, mining of numerous placer and paleoplacer gold deposits in the tributaries of the South Fork Clearwater River took place between the 1850s and the late 1980s. Reid (1959) reports that total gold production in the region is uncertain but some three million ounces of gold are believed to have been recovered by placer mining in the Elk City and adjacent districts in central Idaho.

Following the initiation of placer mining, hard rock sources were sought. Prospectors discovered numerous, generally small lode gold deposits, which were mined from the early 1900s up to World War II. The most significant hard rock mining operation began in 1903 at the Hogan (or Orogrande) located south of the Baner Project. At this open pit mine, about 450,000 t of material averaging 0.06 oz/ton Au are officially reported to have been extracted between 1903 and 1938.

The core portion of the Project, the Baner property, has been held by a single ownership group since the claims were first staked in the late 1890s. There is a single report by Wagner (1946) that indicates the

property was leased to the Harr Brothers in 1933 that ended in contested ownership whereby the property subsequently ended up back with the original claim owner. The property was then again leased to a Mr. Tapp in the winter of 1939-1940 on a royalty basis. Smelter reports from the Bunker Hill Smelter, Kellogg, Idaho at this time indicate a total of 60.1 tons of material was received from the Baner Mine which contained a total of 54.6 ounces of gold and 144.2 ounces of silver. The current option agreement is believed to be first time this property has been accessible for earn-in or purchase.

The Baner Project occurs near the contact between the Late Cretaceous Idaho Batholith and highly metamorphosed country rocks, thought to be part of the Pritchard Formation of the Proterozoic Belt Supergroup. These rocks lie approximately thirty miles east of the Cretaceous continental margin, where the Idaho Suture Zone separates cratonic based assemblages on the east from allochthonous Triassic rocks to the west. The rocks consist of an antiform of greenschist to amphibolite grade metamorphosed sediments that developed into gneiss, schist, and quartzite, most likely of the Middle Proterozoic-age Belt Supergroup. These metasedimentary sequences have been strongly folded, partially melted and assimilated, injected with granitic rocks, and subjected to cataclasis and brittle faulting in the vicinity of major structures. The metamorphic rocks form a shell or cap over the Cretaceous-age Idaho Batholith. The intrusive units are mostly quartz monzonite in composition.

The belt of mineralisation that traces through the Elk City and Orogrande mining districts is known as the Orogrande Shear Zone (OSZ); the OSZ is about one kilometer wide and has a general NNE trend. Gold mineralization occurs along this zone in numerous prospects and small historic mines including the Buffalo Gulch and Deadwood and Baner properties and the Orogrande-Frisco mine (Zehner and Hahn, 1995).

According to Erdman et al., (2003) most of the deposits in the Elk City area formed within 1,500 feet of the subhorizontal contact between the Idaho batholith and the overlying Proterozoic rock units. Both of these units are intruded by north-east trending Tertiary dykes. And the most prevalent ore deposits in the area are gold-silver fissure veins, with or without base metals that fill northerly trending structures or that strike east-west and are most likely related to the intrusions.

Two known mineralized trends occur on the Property, the east-west gold bearing quartz veins and the northerly trending aplite dyke zone. In general, higher grade historical mining was undertaken on narrow zones of strong sericite-silica-carbonate alteration and quartz veins. It is postulated by Wagner (1946) that there are two mineralizing events the Au-Ag quartz veining and the Au only mineralization associated with the aplite dyke.

Table 1-1: History of the property area of the Baner Project.

Year	Company	Work
2017	Idaho Champion Gold Mines LLC	POO and temporary water permit approval for drill program, sampling, induced polarization geophysics, and claim staking
2016	Idaho Champion Gold Mines LLC	Staking, POO application, site review, and sampling
2015	Idaho Champion Gold Mines Ltd	Baner option and purchase agreement
2015	Premium Exploration Inc / Elk City Mining LLC	Forfeit claims
2010-12	Premium Exploration Inc	Regional soils, geophysics, sampling
1999	Idaho Geological Survey	Abandoned mine site review
1946	Mr.E.R. Wagner	Complete site review; surface and subsurface including extensive sampling and recovering records of historic sampling and milling

1939/40	Mr.Tapp lease	Selective mining
1933	Harr brothers lease	
1898-1933	Mr Frank Baner	Exploration, development and small-scale production
1897	Mr Frank Baner	Claims located

The results of the exploration works undertaken were to outline a number of exploration zones of interest among and/or on trend of historic mining activities. These include but are not limited to the Aplite Dyke zone, Vein One, and Vein Two. These zones are defined by regional to property scale geophysical surveys (airborne magnetics, ground magnetics and induced polarization) and gridded soil sampling. No historic drilling is known on the property.

In conclusion, the staked Property consists of 68 contiguous unpatented claims covering approximately six square kilometers. The staked claims wholly overstate the Baner group claims. All claims are in good standing. These claims cover a geological environment that is permissible for the formation of both shear zone hosted and intrusion related orogenic precious metal exploration deposits. Historical mining operations within and north of the Property exploited narrow high grade vein and lower grade stockwork vein mineralized zones of these types of mineral systems. Previously completed exploration over the property included gridded soil sampling and airborne and ground based geophysical surveys and limited rock sampling programs resulting in gold and silver values that indicate the potential to form an economic deposit. The historical exploration has outlined an exploration target named the Aplite Dyke which trends north-south through the Baner Property and Baner Project. A second target area of historically exploited high grade veins (Vein One and Vein Two among others) also is highlighted with the property scale work but has yet to be evaluated more systematically.

The existence of carbonate and silica alteration and mineralization with strong precious metal explorations grades in the historical record and in recent sampling as described above and summarized below, indicates the potential for the Baner Property to host deposits of economic interest. Accordingly, the Baner Property is considered a property of merit given its prospectivity for new discoveries and defining historically worked mineralized bodies.

Key objectives would be to confirm the high values in soil samples previously reported, understand the alteration zonation around mineralization of interest, and confirm geological controls (structure and lithology). This information should then be used to evaluate the high priority Vein and Aplite Dyke targets for deposit potential.

The following phased exploration approach is recommended:

Phase 1: Objective - define drill targets and initial proof of concept bulk tonnage mineralisation

- (a) Complete a detailed soil grid to confirm the historical sampling.
- (b) Complete a detailed induced polarisation survey to aid geological interpretation and targeting.
- (c) Create a geological map of the property including known veins, structures and alteration patterns. Alteration mineralogy should be determined with certainty using a Terraspec mineral analyser or equivalent.
- (d) Undertake a limited drill program initially evaluating the mineralisation and geological controls creating the anomalous targets zones.

Phase 2: Objective to evaluate high grade structures and continue definition of bulk target on successful Phase 1 proof of concept program

- (a) Alteration mapping (detailed) high grade and bulk target structures using a Terraspec mineral analyser or equivalent.
- (b) Undertake follow up drill program on successful bulk target proof of concept
- (c) Undertake initial testing of known high grade structures.

Table 1-3: Recommended two phase work program

IDAHO CHAMPION GOLD MINES LTD.
Management Discussion & Analysis
For the Year Ended December 31, 2017

Phase 1	Activity	Units	Unit Cost (est.)	Cost Estimate (US\$)	*CAD\$
Year One	Soil survey (4 person crew)	14 days	2650	37,100	
	Ground geophysics survey	10 line km	1500	15,000	
	Geologist/geotech/terraspec +report	25 days	1250	31,250	
	drilling	2000 m	90	225,000	
	assays	2700 samples	25	67,500	
	Access/permitting	permits		15,000	
		SubTotal Phase 1		390,850	
	Contingency ~15%			58,628	
		Phase 1 Total Estimated Cost		449,478	602,300
Phase 2	Activity	Units	Unit Cost (est.)	Cost Estimate (US\$)	*CAD\$
Year Two	Geologist/terraspec/report	40 days	750	30,000	
	drilling	3500 m	90	315,000	
	assays	3000 samples	25	75,000	
	Access/permitting	permits		5,000	
		SubTotal Phase 2		425,000	
	Contingency ~15%			63,750	
		Phase 2 Total Estimated Cost		488,750	654,925

*current forex US\$1.00 = CAD\$1.34

RESULTS OF OPERATIONS

The Company was incorporated on June 16, 2016. Champion reported a net loss of \$1,238,046 in the year ended December 31, 2017 compared to \$457,118 in the period from June 16, 2016 (date of incorporation) to December 31, 2016. Efforts to date have centered on acquiring properties in Idaho, USA costs, conducting initial geological work on these properties and working towards getting the Company publicly-listed by way of a reverse takeover. Champion incurred property acquisition costs of \$323,053 in the year ended December 31, 2017 and \$363,835 in the period from June 16, 2016 (date of incorporation) to December 31, 2016. In 2017, Champion purchased certain geological data for \$125,000 (US\$100,000), which costs are included in Project Costs on the Consolidated Statement of Loss. This data is being used to assess potential property acquisitions.

Management is working on raising needed capital by way of an equity raise. Shareholder and investor relations costs of \$36,851 in 2017 are related to this money-raising exercise.

Management is determined to control costs as much as possible. Through December 2017, only the Company's CEO has received any fees for service, with \$26,765 of management fees recorded for the year ended December 31, 2017 (period ended December 31, 2016 - \$Nil).

SELECTED QUARTERLY INFORMATION

Set forth below is a summary of selected unaudited financial information for the past quarters since inception:

	2017				2016		
	Dec 31	Sep 30	Jun 30	Mar 31	Dec 31	Sep 30	Jun 30
Revenue	---	---	---	---	---	---	---
Comprehensive loss	(1,016,765)	(94,355)	(83,741)	(43,185)	(412,050)	(45,068)	(---)

LIQUIDITY AND CAPITAL RESOURCES

Selected Financial Information

(in thousands of Canadian dollars, except percentage changes, ratios and shares issued and outstanding)

	Dec. 31, 2017	Dec. 31, 2016	Change
Cash	338,115	4,362	+ 77%
Total assets	456,875	4,382	+ 103%
Accounts payable and accrued liabilities	171,658	461,480	- 63 %
Total liabilities	171,658	461,480	- 63 %
Working capital (deficiency)	285,217	(457,098)	---
Current ratio ⁽¹⁾	2.7 : 1	1 : 105.3	---
Shareholders' equity (deficiency)	285,217	(457,098)	---
Shares issued and outstanding	19,025,000	1,000	+ 19,024%

⁽¹⁾ The Current Ratio is defined as current assets divided by current liabilities.

The company continues to raise capital needed to acquire properties, conduct exploration activities and complete its going-public process. As of December 31, 2017, the Company had \$338,115 in cash (December 31, 2016 – \$4,362) and working capital of \$285,217 (December 31, 2016 – negative working capital of \$457,098).

The Company is a junior resource exploration and development corporation and, accordingly, it does not have the ability to generate sufficient amounts of cash from earnings or asset sales to pay for its operating costs, even in the short term. The activities of the Company, principally the exploration and development of mineral properties, are therefore financed through the sale of equity securities. These equity offerings generally take the form of private placements but may, in the future, also include the exercise of warrants and options.

The discovery, development and acquisition of mineral properties are unpredictable events. Future metal prices, the success of exploration programs and other property transactions can have a significant impact on capital requirements. The Company does not expect to receive significant income from any of its properties within the foreseeable future. Should the Company decide to further develop any of its properties, the Company may fund its capital requirements by arranging further equity financing, issuing long-term debt, selling royalties, arranging joint ventures with other companies, or through a combination of the above.

On November 13, 2017, the Company signed an agreement to purchase geological data owned by a third party ("Bill of Sale"). Pursuant to this Bill of Sale, Champion paid US\$10,000 upon signing of this agreement and agreed to issue, before March 31, 2018, 250,000 shares at a price of US\$0.20 per share at total value of US\$50,000. These shares were issued in March 2018. Furthermore, Champion is committed to pay an additional US\$40,000 in four equal payments due on March 30, 2018, June 29, 2018, September 29, 2018 and December 31, 2018. At December 31, 2017, this obligation is included in accounts payable on the consolidated statement of financial position.

FINANCING ACTIVITIES

At the time of incorporation on June 16, 2016, the Company issued 1,000 shares for a nominal value of \$20, or \$0.02 per share.

Pursuant to its agreement with GoldTrain, Champion has a total of 18 million shares reserved for issuance to persons instrumental in the establishment of the Company and managing the start-up process (“Performance Shares”). These shares were issuable at either US\$0.02 or US\$0.10 at the discretion of Management. As at December 31, 2017 a total of 14,500,000 of these Performance Shares had been issued at an average price of \$0.05 per share. At December 31, 2017, the Company had received subscription agreements for the remaining 3,500,000 Performance Shares but consideration therefor was not received. Consequently, these are noted as “Shares to be issued” on the Statement of Financial Position.

Pursuant to its ongoing financing, as at December 31, 2017, the Company has also issued a total of 4,525,000 common shares for proceeds of \$1,140,670. Additional financings are needed to pursue the Company’s strategic plans and for general working capital purposes.

No stock options or warrants have ever been issued and therefore none are outstanding at this time.

PROPOSED TRANSACTIONS

On November 20, 2017, Champion signed a binding letter agreement with GoldTrain Resources Inc. (“GoldTrain”) relating to a reverse takeover transaction (the “Transaction”), pursuant to which the GoldTrain proposes to acquire all of the issued and outstanding securities of Champion. GoldTrain’s shares trade on the Canadian Securities Exchange under the symbol GT.

The Transaction is expected to be effected by way of a three-cornered amalgamation, pursuant to which a wholly-owned Ontario-incorporated subsidiary of the GoldTrain will amalgamate with Champion, with the resulting amalgamated company being a wholly-owned subsidiary of GoldTrain. GoldTrain will continue as the parent corporation (the “Resulting Company”). Concurrently with the closing of the Transaction, the Resulting Company expects to change its name to “Idaho Champion Gold Mines Canada Inc.” or another name acceptable to Champion, the Company and any regulatory authorities having jurisdiction. It is anticipated that the Resulting Company will continue to list its shares on the CSE following completion of the Transaction.

At this time, there are no other proposed transactions.

TRANSACTIONS WITH RELATED PARTIES

Related party transactions conducted in the normal course of operations are measured at the exchange value (the amount established and agreed to by the related parties). The following is a summary of the Company’s related party transactions for the year ended December 31, 2017 and the period from incorporation (June 16, 2016) to December 31, 2016.

Effective June 1, 2017, the Company signed a five-year lease, paying \$650 per month, with a company with which it has common management and directors.

Compensation of key management personnel and directors for the period was as follows:

For the period ended December 31,	2017	2016
Cash-based remuneration	\$ 26,765	\$ ---
	\$ 26,765	\$ ---

During the year, a payment of \$26,765 was made to the company’s CEO in consideration of his efforts on behalf of Champion. During the year ended December 31, 2017, the Company’s CEO purchased a total of 4,000,000 shares for \$333,425.

During the year ended December 31, 2017, the Company’s CFO purchased a total of 750,000 shares for \$29,585.

Mr. Bruce Reid made payments on behalf of the Company totaling \$452,583 in 2016 and \$81,082 in 2017. These payments and his work during these year was instrumental in in establishing the Company and securing its principal asset, Mr. Reid did not wish to be reimbursed in cash for these expenditures. Consequently, a total of 10 million Performance Shares were issued to Mr. Reid as compensation.

CRITICAL JUDGMENTS AND ACCOUNTING ESTIMATES

Measurement Uncertainty

The preparation of financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the application of the accounting policies to financial information presented. Actual results may differ from the estimates, assumptions and judgments made. Estimates and underlying assumptions are reviewed on an ongoing basis. Changes made to estimates are reflected in the period the changes are made.

The key sources of estimation uncertainty that have a significant risk of causing material adjustment to the amounts recognized in the consolidated financial statements are:

Taxes

Provisions for taxes are made using the best estimate of the amount expected to be paid based on a qualitative assessment of all relevant factors. The Company reviews the adequacy of these provisions at the end of the reporting period. However, it is possible that at some future date an additional liability could result from audits by taxing authorities. Where the final outcome of these tax-related matters is different from the amounts that were initially recorded, such differences will affect the tax provisions in the period in which such determination is made.

Significant accounting judgments

The critical judgments that the Company's management has made in the process of applying the Company's accounting policies, apart from those involving estimations that have the most significant effect on the amounts recognized in the Company's financial statements, are related to the functional currency assessment, related parties, the provision for reclamation and obligation, when and if deferred taxes are recoverable and the assumption that the Company will continue as a going concern.

The Company made a determination that its functional currency and that of its subsidiaries is the Canadian dollar. Management considered all of the relevant primary and secondary factors in making this determination.

FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

Set out below is a comparison, by category, of the carrying amounts and fair values of all of the Company's financial instruments that are carried in the financial statements and how the fair value of financial instruments is measured.

Fair values

Fair value represents the price at which a financial instrument could be exchanged in an orderly market, in an arm's length transaction between knowledgeable and willing parties who are under no compulsion to act.

The Company classifies the fair value of the financial instruments according to the following hierarchy based on the amount of observable inputs used to value the instrument.

The following table provides an analysis of the financial instruments that are measured subsequent to initial recognition at fair value, grouped into Levels 1 to 3 based on the degree to which the fair value is observable:

- Level 1 fair value measurements are those derived from quoted prices (unadjusted) in the active market for identical assets or liabilities.
- Level 2 fair value measurements are those derived from inputs other than quoted prices that are

observable for the asset or liability, either directly (i.e. prices) or indirectly (derived from prices).

- Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data (unobservable inputs).

As at December 31, 2016 and 2017, the Company did not have any financial instruments measured at fair value.

Categories of Financial Instruments	December 31, 2017	December 31, 2016
Financial Assets—other receivables		
Cash	\$ 338,115	\$ 4,362
Accounts receivable and prepaids	30,945	20
Financial Liabilities—other financial liabilities		
Accounts payable and accrued liabilities	\$ 171,658	\$ 461,480

The fair values of all the Company's financial instruments approximate the carrying value due to the short-term nature of the financial instruments. The Company's activities expose it to a variety of financial risks: credit risk, liquidity risk and market risk (currency fluctuations, interest rates and commodity prices). The Company's overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on the Company's financial performance.

Credit Risk

Credit risk is the risk of a financial loss to the Company if a customer is unable to meet its contractual obligations and arises principally from the Company's accounts receivable. The Company's cash is held with Canadian chartered banks.

Liquidity Risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they come due. The Company has established a standard of ensuring that it has enough resources available to withstand any downturn in the industry. As the Company's industry is very capital intensive, the majority of its spending is related to its capital programs. The Company prepares periodic capital expenditure budgets, which are regularly monitored and updated as considered necessary. Further, the Company utilizes authorizations for expenditures on both operated and non-operated projects to further manage capital expenditures. The Company's goal is to prudently spend its capital while maintaining its credit reputation amongst its suppliers. The Company also mitigates liquidity risk by maintaining an insurance program to minimize exposure to insurable losses.

Market Risk

Market risk is the risk that changes in interest rates, foreign exchange rates and commodity and equity prices will affect the Company's net earnings or the value of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable limits, while maximizing returns.

Interest rate risk

The Company has cash balances and no interest-bearing debt. The Company's current policy is to invest excess cash in certificates of deposit issued by a Canadian chartered bank with which it keeps its bank accounts. The Company periodically monitors the investments it makes and is satisfied with the creditworthiness of the Canadian chartered bank.

Foreign exchange risk

The Company engages in transactions and activities in currencies other than its reported currency. The Company's exploration activities are in the United States of America. Ongoing exploration expenses, assets and liabilities are exposed to foreign exchange fluctuations. The Company's expenses are primarily transacted in US dollars.

Commodity and equity risk

The Company is exposed to price risk with respect to commodity and equity prices. Commodity price risk is the potential adverse impact on earnings and economic value due to commodity price movements and volatilities. Equity price risk is the potential adverse impact on the Company's comprehensive earnings due to movements in individual equity prices or general movements in the level of the stock market. The Company closely monitors commodity prices to determine the appropriate course of action to be taken by the Company. Commodity price risk could adversely affect the Company. In particular, the Company's future profitability and viability of development depend upon the world market price of certain precious and base metals. Precious and base metals have fluctuated widely in recent years. There is no assurance that, even if commercial quantities of precious and base metals are produced in the future, a profitable market will exist for them.

CAPITAL MANAGEMENT

The Company's objective when managing capital is to safeguard its ability to continue as a going concern, so that it can continue to provide returns to shareholders and benefits for other stakeholders. The Company manages its capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying natural resource properties. The Company's objective is met by retaining adequate equity to guard against the possibility that cash flows from assets will not be sufficient to meet future cash flow requirements. The Company considers its capital structure to include cash and working capital. In order to maintain or adjust the capital structure, the Company may from time to time issue shares and adjust its capital spending to manage current and projected debt levels. To assess capital and operating efficiency and financial strength, the Company continually monitors its net cash and working capital.

OFF-BALANCE SHEET ARRANGEMENTS

The Company has no off-balance sheet arrangements.

OUTSTANDING SHARE DATA

As of the date of this MD&A, the Company had 27,042,000 issued and outstanding common shares.

Warrants Outstanding

None.

Stock Options Outstanding

None.

MANAGEMENT'S RESPONSIBILITY

Management is responsible for all information contained in this report. The December 31, 2017 audited consolidated financial statements have been prepared in accordance with IFRS and include amounts based on management's informed judgments and estimates.

INTERNAL CONTROLS OVER FINANCIAL REPORTING

Management has established processes to provide them sufficient knowledge to support representations that they have exercised reasonable diligence that (i) the audited consolidated financial statements do not contain any untrue statement of material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it is made, as of the date of and for the periods presented by the audited consolidated financial statements; and (ii) the audited financial statements fairly present in all material respects the financial condition, results of operations and cash flows of the Company, as of the date of and for the periods presented. In contrast to the certificate required for non-venture issuers under National Instrument 52-109 Certification of Disclosure in Issuers'

Annual and Interim Filings (NI 52-109), this Venture Issuer Basic Certificate does not include representations relating to the establishment and maintenance of disclosure controls and procedures (DC&P) and internal control over financial reporting (ICFR), as defined in NI 52-109. In particular, the certifying officers filing this certificate are not making any representations relating to the establishment and maintenance of:

- i) controls and other procedures designed to provide reasonable assurance that information required to be disclosed by the issuer in its annual filings, interim filings or other reports filed or submitted under securities legislation is recorded, processed, summarized and reported within the time periods specified in securities legislation; and
- ii) a process to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS.

The issuer's certifying officers are responsible for ensuring that processes are in place to provide them with sufficient knowledge to support the representations they are making in this certificate. Investors should be aware that inherent limitations on the ability of certifying officers of a venture issuer to design and implement on a cost effective basis DC&P and ICFR as defined in NI 52-109 may result in additional risks to the quality, reliability, transparency and timeliness of interim and annual filings and other reports provided under securities legislation.

RISKS AND UNCERTAINTIES

An investment in the securities of the Company is highly speculative and involves numerous and significant risks. Only investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment should undertake such investment. Prospective investors should carefully consider the risk and uncertainties that have affected, and which in the future are reasonably expected to affect, the Company and its financial position.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this discussion, including information as to future activities, events and financial or operating performance of the Company and its projects, constitute forward-looking statements. Such forward-looking statements involve known and unknown risks and uncertainties that could cause actual events or results to, differ materially from estimated or anticipated activities, events or results implied or expressed in such forward-looking statements. Forward-looking statements are necessarily based upon a number of estimates and assumptions that, while considered reasonable by the Company, are inherently subject to significant business, economic, competitive, political and social uncertainties and contingencies.

Generally, forward-looking information can be identified by the use of forward-looking terminology such as "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", "believes", or variations of such words and phrases. Forward-looking information may also be identified in statements where certain actions, events or results "may", "could", "would", "might" or "will be taken", "occur" or "be achieved".

Forward-looking information is based on the reasonable assumptions, estimates, analysis and opinions of management made in light of its experience and its perception of trends, current conditions and expected developments, as well as other factors that management believes to be relevant and reasonable in the circumstances at the date that such statements are made.

Many factors could cause actual activities and events and the Company's actual results to differ materially from those expressed or implied in any forward-looking statements made by, or on behalf of, the Company. These include metal prices, exploitation and exploration successes, continued availability of capital and financing and general economic, market or business conditions.

These forward-looking statements are made as of the date hereof and the Company disclaims any intent or obligation to update publicly any forward-looking statements, whether as a result of new information, future events or results or otherwise. Investors are cautioned that forward-looking statements are not

guarantees of future performance and accordingly investors are cautioned not to put undue reliance on forward-looking statements due to the inherent uncertainty therein.

Approval

The Board of Directors has approved the financial statements on the recommendation of the Audit Committee.

July 18, 2018

APPENDIX “E”

**PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS
OF GOLDTRAIN RESOURCES INC.**

**As at December 31, 2017
(Unaudited)**

GOLDTRAIN RESOURCES INC.
Pro Forma Consolidated Financial Statements

(Expressed in Canadian Dollars)

(Unaudited)

As at December 31, 2017

GOLDTRAIN RESOURCES INC.
Pro Forma Consolidated Statement of Financial Position
December 31, 2017

Unaudited - Expressed in Canadian Dollars

GoldTrain Resources Inc.
 Pro Forma Consolidated Statement of Financial Position
 December 31, 2017
 (Unaudited)
 (In Canadian dollars)

	GoldTrain Resources Inc.	Idaho Champion Gold Mines Ltd.	Ref	Pro Forma Adjustments	Pro Forma Consolidated
	\$	\$		\$	\$
ASSETS					
Cash	24	338,115	3(a) 3(c)	(11,440) (200,000)	126,699
Accounts receivable and prepaids	-	30,945		-	30,945
Subscription receivable	-	87,815		-	87,815
Total Assets	24	456,875		(211,440)	245,459
LIABILITIES					
Accounts payable and accrued liabilities	440,054	171,658	3(a)	(346,514)	265,198
Current portion of long term debt	175,000	-	3(a)	(175,000)	-
Total Liabilities	615,054	171,658		(521,514)	265,198
SHAREHOLDERS' EQUITY (DEFICIENCY)					
Share capital	1,831,342	1,886,022	3(a) 3(b)	167,747 (1,497,111)	2,388,000
Shares to be issued	-	94,359		-	94,359
Reserve for warrants	543,525	-	3(b)	(543,525)	-
Reserve for share-based payments	66,000	-	3(b)	(66,000)	-
Deficit	(3,055,897)	(1,695,164)	3(a) 3(b) 3(c)	342,327 2,106,636 (200,000)	(2,502,098)
Total Shareholders' Equity (Deficiency)	(615,030)	285,217		310,074	(19,739)
Total Liabilities & Shareholders' Equity (Deficiency)	24	456,875		(211,440)	245,459

See accompanying Notes to the Unaudited Pro Forma Condensed Consolidated Statement of Financial Position

GOLDTRAIN RESOURCES INC.
Pro Forma Consolidated Statement of Comprehensive Loss

For the year ended December 31, 2017

Unaudited - Expressed in Canadian Dollars

GoldTrain Resources Inc.
 Pro Forma Consolidated Statement of Comprehensive Loss
 December 31, 2017
 (Unaudited)
 (In Canadian dollars)

	GoldTrain Resources Inc.	Idaho Champion Gold Mines Ltd.	Ref	Pro Forma Adjustments	Pro Forma Consolidated
Expenses					
Management fees	-	26,765		-	26,765
Property acquisition costs	-	323,053			323,053
Project costs	3,088	804,665			807,753
General administrative costs	102	11,371			11,473
Professional and consulting fees	48,537	31,716		-	80,253
Shareholder and investor relations	11,924	36,851		-	48,775
Foreign exchange loss	-	3,625		-	3,625
Listing expense	-	-	3(c)	200,000	200,000
Excess of purchase price over fair value of assets aquired			3(b)	479,977	479,977
Net Loss and Comprehensive Loss	63,651	1,238,046		679,977	1,981,674

See accompanying Notes to the Unaudited Pro Forma Condensed Consolidated Statement of Comprehensive Loss

GOLDTRAIN RESOURCES INC.

Pro Forma Condensed Consolidated Notes to Financial Statements

December 31, 2017

Unaudited - Expressed in Canadian Dollars

1. Basis of presentation

The unaudited Pro Forma Consolidated Statements of Financial Position ("Pro Forma Statement of Financial Position") and Pro Forma Condensed Consolidated Statements of Comprehensive Loss ("Pro Forma Statement of Comprehensive Loss") of GoldTrain Resources Inc. ("GoldTrain" or the "Corporation") have been prepared by management for inclusion in the Management Information Circular dated July 18, 2018 for submission to the Canadian Securities Exchange (the "CSE"), in conjunction with the acquisition of GoldTrain by Idaho Champion Gold Mines Ltd. ("Champion") and the resumption of listing of the Corporation's common shares on the CSE.

The Pro Forma Statement of Financial Position and Pro Forma Statement of Comprehensive Loss of the Corporation have been compiled from the audited financial statements as at December 31, 2017 of both GoldTrain and Champion. The Pro Forma Statement of Financial Position has been prepared as if the transactions described in Note 3 had occurred on December 31, 2017. The Pro Forma Statement of Comprehensive Loss has been prepared as if the transactions described in Note 3 had occurred on January 1, 2017.

The accounting policies used in preparing the Pro Forma Financial Statements are set out in Champion's audited financial statements for the year ended December 31, 2017 which have been prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB). In preparing the Pro Forma Statement of Financial Position, a review of publicly available information was undertaken to identify accounting policy differences between GoldTrain and Champion. While management believes that the significant accounting policies of GoldTrain and Champion are consistent in all material respects, accounting policy differences may be identified upon completion of the proposed RTO.

The Pro Forma Financial Statements are not necessarily indicative of the financial position or results of operations that would have been achieved had the proposed transactions described in Note 2 and other pro forma adjustments occurred as assumed. Further, this Pro Forma Statement of Financial Position is not necessarily indicative of the consolidated financial position or results of operations that may be attained in the future. The Pro Forma Financial Statements should be read in conjunction with: (i) the description of the transactions in the Management Information Circular and (ii) the historical financial statements, together with the notes thereto, of GoldTrain and Champion referred to above which are included in the Management Information Circular and available at www.sedar.com.

GOLDTRAIN RESOURCES INC.

Pro Forma Condensed Consolidated Notes to Financial Statements

December 31, 2017

Unaudited - Expressed in Canadian Dollars

2. Acquisition of GoldTrain Resources Inc.

On November 20, 2017, GoldTrain signed a binding letter agreement with Champion relating to a reverse takeover transaction (the "Transaction"), pursuant to which GoldTrain proposes to acquire all of the issued and outstanding securities of Champion.

The Transaction is expected to be effected by way of a three-cornered amalgamation, pursuant to which a wholly-owned Ontario-incorporated subsidiary of the GoldTrain will amalgamate with Idaho Champion, with the resulting amalgamated company being a wholly-owned subsidiary of GoldTrain. GoldTrain will continue as the parent corporation (the "Resulting Company"). Concurrently with the closing of the Transaction, the Resulting Company expects to change its name to "Idaho Champion Gold Mines Canada Inc." or another name acceptable to Champion, the Company and any regulatory authorities having jurisdiction. It is anticipated that the Resulting Company will continue to list its shares on the CSE following completion of the Transaction.

Champion will acquire 100% of the issued and outstanding shares of the corporation pursuant to the terms and conditions of the binding letter agreement ("LOI") dated November 20, 2017 and will thereafter continue the exploration and evaluation on the mineral properties owned by Champion.

Prior to the amalgamation, GoldTrain will complete a 3:1 consolidation of its shares, thereby reducing the number of its issued and outstanding common shares to 1,999,906 common shares.

The Pro-Forma Statements have been prepared under the assumption that there will be no adjustments due to a change in the net assets of GoldTrain other than the transactions in Note 3.

The capital structure of the Resulting Company will be unchanged from Champion's current capital structure, other than for the issuance of the shares contemplated by the transactions described above. This transaction will result in the reverse takeover (RTO as previously "defined") of GoldTrain by Champion, whereby Champion shareholders will be deemed to have acquired approximately 91.75% of the Corporation's outstanding common shares through the issuance of 19,025,000 common shares of GoldTrain to Champion shareholders. The reverse takeover of GoldTrain does not meet the definition of a business combination under IFRS 3 Business Combinations and, accordingly, will be accounted in accordance with IFRS 2, Share-based Payments.

GOLDTRAIN RESOURCES INC.
Pro Forma Condensed Consolidated Notes to Financial Statements
December 31, 2017

Unaudited - Expressed in Canadian Dollars

The assets and the liabilities acquired are to be recorded at their estimated fair market values at the time of the closing of the RTO and are based on preliminary management estimates. As such, the preliminary estimates of the consideration paid and the net assets acquired, which are subject to change, are summarized as follows:

Purchase Price Consideration Paid	
Common Shares of Champion Deemed Issued	1,999,906
Share Price (i)	\$ 0.24
	<u>\$ 479,977</u>
Net Assets Acquired	
Cash	\$ 24
Accounts payable and accruals	(115,540)
	<u>(115,516)</u>
Excess of purchase price over fair value of assets acquired (expensed)	<u>595,493</u>
	<u>\$ 479,977</u>

- (i) The estimated fair value of the Champion shares issued for the acquisition of GoldTrain

Management will continue to review information and perform further analysis with respect to the valuation of the purchase consideration and the net assets acquired, prior to finalizing the allocation of the purchase price.

Completion of the Acquisition is subject to a number of conditions, including but not limited to, TSX Venture Exchange acceptance and if applicable, shareholder approval. There can be no assurance that the transaction will be completed as proposed or at all.

3. Pro forma adjustments

The unaudited Pro Forma Statement of Financial Position and unaudited Pro Forma Condensed Consolidated Statement of Comprehensive Loss reflect the following adjustments:

- (a) To adjust for the GoldTrain debt settlements with the creditors prior to the closing of RTO, including \$342,327 debt forgiveness, \$11,440 settled in cash, and \$167,747 settled in common shares.
- (b) To record the Acquisition, whereby under the acquisition accounting rules, Champion acquired GoldTrain. The transaction is assumed to constitute an asset acquisition. The purchase price paid, assets acquired and liabilities assumed are to be recorded at fair market values, which are based on preliminary management estimates and are subject to final valuation adjustment as described in Note 2.
- (c) To adjust legal, accounting and filing fees with respect to the RTO, estimated to be \$200,000.

GOLDTRAIN RESOURCES INC.
Pro Forma Condensed Consolidated Notes to Financial Statements
December 31, 2017

Unaudited - Expressed in Canadian Dollars

4. Pro forma shareholders' equity continuity

The continuity of pro forma consolidated share capital is as follows:

		Number of Shares	\$
Champion common shares at December 31, 2017		19,025,000	1,886,022
GoldTrain Acquisition	3(b)	1,999,906	479,977
Total Pro-forma Shares at December 31, 2017		<u>21,024,906</u>	<u>2,365,999</u>

No outstanding options as of December 31, 2017

No outstanding warrants as of December 31, 2017

The basic and diluted pro forma weighted average number of shares outstanding for the year ended December 31, 2017 is 12,389,328. The basic and diluted pro forma loss per share is \$0.16 for the year ended December 31, 2017.

5. Income taxes

The effective pro forma income tax rate is approximately 0%.

APPENDIX “F”

CANADA BUSINESS CORPORATIONS ACT

FUNDAMENTAL CHANGES

SHAREHOLDER’S RIGHT TO DISSENT

SECTION 190 OF CANADA BUSINESS CORPORATIONS ACT

Right to dissent

- 190.** (1) Subject to sections 191 and 241, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under paragraph 192(4)(d) that affects the holder or if the corporation resolves to
- (a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;
 - (b) amend its articles under section 173 to add, change or remove any restriction on the business or businesses that the corporation may carry on;
 - (c) amalgamate otherwise than under section 184;
 - (d) be continued under section 188;
 - (e) sell, lease or exchange all or substantially all its property under subsection 189(3); or
 - (f) carry out a going-private Transactions or a squeeze-out Transactions.

Further right

- (2) A holder of shares of any class or series of shares entitled to vote under section 176 may dissent if the corporation resolves to amend its articles in a manner described in that section.

If one class of shares

- (2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.

Payment for shares

- (3) In addition to any other right the shareholder may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents or an order made under subsection 192(4) becomes effective, to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.

No partial dissent

- (4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

Objection

- (5) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of their right to dissent.

Notice of resolution

- (6) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn their objection.

Demand for payment

- (7) A dissenting shareholder shall, within twenty days after receiving a notice under subsection (6) or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing

- (a) the shareholder’s name and address;
- (b) the number and class of shares in respect of which the shareholder dissents; and

(c) a demand for payment of the fair value of such shares.

Share certificate

(8) A dissenting shareholder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent. Forfeiture

(9) A dissenting shareholder who fails to comply with subsection (8) has no right to make a claim under this section.

Endorsing certificate

(10) A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a dissenting shareholder under this section and shall forthwith return the share certificates to the dissenting shareholder.

Suspension of rights

(11) On sending a notice under subsection (7), a dissenting shareholder ceases to have any rights as a shareholder other than to be paid the fair value of their shares as determined under this section except where

- (a) the shareholder withdraws that notice before the corporation makes an offer under subsection (12),
- (b) the corporation fails to make an offer in accordance with subsection (12) and the shareholder withdraws the notice, or
- (c) the directors revoke a resolution to amend the articles under subsection 173(2) or 174(5), terminate an amalgamation agreement under subsection 183(6) or an application for continuance under subsection 188(6), or abandon a sale, lease or exchange under subsection 189(9), in which case the shareholder's rights are reinstated as of the date the notice was sent.

Offer to pay

(12) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each dissenting shareholder who has sent such notice

- (a) a written offer to pay for their shares in an amount considered by the directors of the corporation to be the fair value, accompanied by a statement showing how the fair value was determined; or
- (b) if subsection (26) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

Same terms

(13) Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.

Payment

(14) Subject to subsection (26), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

Corporation may apply to court

(15) Where a corporation fails to make an offer under subsection (12), or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any dissenting shareholder.

Shareholder application to court

(16) If a corporation fails to apply to a court under subsection (15), a dissenting shareholder may apply to a court for the same purpose within a further period of twenty days or within such further period as a court may allow.

Venue

(17) An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the dissenting shareholder resides if the corporation carries on business in that province.

No security for costs

(18) A dissenting shareholder is not required to give security for costs in an application made under subsection (15) or (16).

Parties

(19) On an application to a court under subsection (15) or (16),

- (a) all dissenting shareholders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and
- (b) the corporation shall notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel.

Powers of court

(20) On an application to a court under subsection (15) or (16), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall then fix a fair value for the shares of all dissenting shareholders.

Appraisers

(21) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

Final order

(22) The final order of a court shall be rendered against the corporation in favour of each dissenting shareholder and for the amount of the shares as fixed by the court.

Interest

(23) A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

Notice that subsection (26) applies

(24) If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

Effect where subsection (26) applies

(25) If subsection (26) applies, a dissenting shareholder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may

- (a) withdraw their notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to their full rights as a shareholder; or
- (b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

Limitation

(26) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

- (a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or
- (b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

R.S., 1985, c. C-44, s. 190; 1994, c. 24, s. 23; 2001, c. 14, ss. 94, 134(F), 135(E).

APPENDIX "G"

CONSENTS

CONSENT OF THE AUTHOR OF THE TECHNICAL REPORT

July 18, 2018

TO: Ontario Securities Commission
Alberta Securities Commission
British Columbia Securities Commission

AND TO: Idaho Champion Gold Mines Ltd.

And TO: GoldTrain Resources Inc.

Dear Sirs/Mesdames

Re: Consent of Darren W. Lindsay, P.Ge.

I refer you to the management information circular of GoldTrain Resources Inc. dated July 18, 2018 (the “**MIC**”), prepared for the Annual and Special Meeting of the Shareholders of GoldTrain Resources Inc. to be held on or about August 21, 2018.

I further refer to the technical report entitled “NI43-101 Technical Report on the Baner Project, Idaho County, Idaho, USA for Idaho Champion Gold Mines LLC” dated December 6, 2017 with an effective date of November 27, 2017 (the “**Technical Report**”). The Technical Report is referred to in the MIC.

I hereby consent to the use of my name in the MIC and to the information summarized therein derived from the Technical Report, and to the public filing of the MIC.

I confirm that I have read the relevant portions of the MIC and that such portions of the MIC fairly and accurately represent the information in the Technical Report. I also confirm that I have no reason to believe that there are any misrepresentations in the information contained in the MIC that are derived from the Technical Report or that are within my knowledge as a result of the services that were performed by me in connection with the report.

This letter is provided solely for the purpose of assisting the securities regulatory authorities to which it is addressed in discharging their responsibilities and should not be used for any other purpose. Any use that a third party makes of this letter, or any reliance or decisions based on it are the responsibility of such third parties.

Yours truly,

Signed: “*Darren Lindsay*”

Darren W. Lindsay, P.Ge.

PALMER REED
CHARTERED ACCOUNTANTS

439 University Avenue, Suite 1550, Toronto, Ontario M5G 1Y8
Telephone: (416) 599-9186 Fax: (416) 599-9189 Email: Palmerreed@palmerreed.com

James B. Palmer
Thomas E. Masters
Ann Palmer-Bentley

July 18, 2018

GoldTrain Resources Inc

Dear Sirs:

We have read the Management Information Circular (the "**MIC**") of GoldTrain Resources Inc. (the "**Corporation**") dated July 18, 2018, prepared for the Annual and Special Meeting of the Shareholders of the Corporation to be held on or about August 21, 2018 relating, among other things, to the proposed business combination with Idaho Champion Gold Mines Ltd., including the amalgamation between the Corporation's wholly-owned subsidiary, Subco, and Idaho Champion Gold Mines Ltd. pursuant to an amalgamation agreement.

We consent to the attachment to the above-mentioned MIC of our report to the shareholders of the Corporation on the audited financial statements for the years ended December 31, 2017 and December 31, 2016 and reliance thereon for preparation of the Pro Forma Financial Statements as defined in the MIC.

Yours truly,

Palmer Reed
Chartered Accountants

251 Consumers Road, Suite 800
Toronto, Ontario
M2J 4R3
Canada

Tel 416-496-1234
Fax 416-496-0125
Email info@uhymh.com
Web www.uhymh.com

July 18, 2018

British Columbia Securities Commission
Ontario Securities Commission
Alberta Securities Commission

Dear Sirs / Mesdames:

Re: Idaho Champion Gold Mines Ltd. (the "Company").

We refer to the management information circular of Goldtrain Resources Inc. dated July 18, 2018 relating to the proposed business combination with the Company.

We consent to being named and to the use in the above-mentioned management information circular, of our report dated July 18, 2018 to the shareholders of the Company on the following financial statements:

Consolidated statements of financial position as at December 31 2017 and 2016; and

Consolidated statements of loss and comprehensive loss, changes in shareholders' equity and cash flows for the year ended December 31, 2017, and the period from incorporation (June 16, 2016) to December 31, 2016, and a summary of significant accounting policies and other explanatory information.

We report that we have read the management information circular and all information specifically incorporated by reference therein and have no reason to believe that there are any misrepresentations in the information contained therein that are derived from the financial statements upon which we have reported or that are within our knowledge as a result of our audit of such financial statements. We have complied with Canadian generally accepted standards for an auditor's consent to the use of a report of the auditor included in an offering document, which does not constitute an audit or review of the management information circular as these terms are described in the CPA Canada Handbook – Assurance.

This letter is provided solely for the purpose of assisting the stock exchanges to which it is addressed in discharging its responsibilities and should not be used for any other purpose.

Yours very truly,

UHY McGovern Hurley LLP



Chartered Professional Accountants
Licensed Public Accountants

APPENDIX "H"

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 16th day of July, 2018

AMONG:

GOLDTRAIN RESOURCES INC., a corporation incorporated under the laws of Canada ("**GoldTrain**");

-and-

GT SUBSIDIARY INC., a corporation incorporated under the laws of Ontario ("**Subco**");

-and-

IDAHO CHAMPION GOLD MINES LTD., a corporation incorporated under the laws of Ontario ("**Idaho Champion**");

WITNESSES THAT:

WHEREAS GoldTrain and Idaho Champion signed a letter agreement dated November 20, 2017 in respect of a business combination transaction, which letter agreement contemplated completion of a three-cornered amalgamation to be described in a definitive agreement;

AND WHEREAS Subco is a wholly-owned subsidiary of GoldTrain;

AND WHEREAS Idaho Champion and Subco have agreed to amalgamate pursuant to section 175 of the *Business Corporations Act* (Ontario) and, for such purpose, GoldTrain has agreed to issue certain of its securities to the securityholders of Idaho Champion;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree with each other as follows:

**ARTICLE I
DEFINITIONS**

1.1 **Definitions.** In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following words and terms set forth in this Article I shall have the following meanings:

- (a) "**Acquisition Proposal**" means any merger, amalgamation, arrangement, business combination, recapitalization, take-over bid, sale of material assets, material sale of treasury shares or rights or interests therein or thereto (other than the Current Financing or the Proposed Financing) or similar transactions involving GoldTrain, or a proposal to do so, excluding the transactions contemplated hereby;
- (b) "**Act**" means the *Business Corporations Act* (Ontario);
- (c) "**Affiliate**" means an affiliated body corporate within the meaning of the Act;
- (d) "**Agreement**" means this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof; "herein", "hereof" and similar expressions mean and refer to this Agreement and not to any particular article, section, clause or subclause; and "Article", "Section", "clause" or "subclause" means and refers to the specified article, section, clause or subclause of this Agreement;

- (e) “**Amalco**” has the meaning specified in Section 2.2;
- (f) “**Amalgamating Corporations**” means Idaho Champion and Subco;
- (g) “**Amalgamation**” means the amalgamation of Idaho Champion and Subco pursuant to this Agreement and in accordance with the Act;
- (h) “**Arm's Length**” has the same meaning ascribed thereto in the Tax Act;
- (i) “**Business Day**” means a day other than a Saturday, Sunday or holiday on which the principal commercial banks located in Toronto, Ontario, are open for business during normal banking hours;
- (j) “**Closing**” means the completion of the Amalgamation set forth herein, including the issuance of Exchange Shares, which shall take place on the Effective Date at the offices of Dickinson Wright LLP, 199 Bay Street, Suite 2200, Commerce Court West, Toronto, Ontario, M5L 1G4;
- (k) “**Consolidation**” means the proposed consolidation of the issued and outstanding common shares of GoldTrain on the basis of one (1) post-consolidation common share for three (3) pre-consolidation common shares;
- (l) “**Current Financing**” means the current private placement financing of up to US\$2,500,000 (or such greater amount as Idaho Champion may determine with the consent of GoldTrain) of shares of Idaho Champion at a price of US\$0.20 per share, to be completed on or before the Effective Date (or such other date as Idaho Champion and GoldTrain may agree upon);
- (m) “**Effective Date**” means the date of the Amalgamation as set forth in the certificate of amalgamation for Amalco;
- (n) “**Exchange**” means the Canadian Securities Exchange, Toronto Stock Exchange or TSX Venture Exchange, as applicable;
- (o) “**Exchange Shares**” means Post-Consolidation GoldTrain Shares which are to be issued from the treasury of GoldTrain in exchange for the issued and outstanding shares of Idaho Champion pursuant to the Amalgamation in accordance with Section 3.1 hereof;
- (p) “**Generally Accepted Accounting Principles**” means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with such principles;
- (q) “**GoldTrain**” means GoldTrain Resources Inc., a corporation existing under the laws of Canada, said name to be changed to “**Idaho Champion Gold Mines Canada Inc.**” or another acceptable name concurrently with or immediately prior to the Amalgamation;
- (r) “**GoldTrain Concurrent Financing**” means a financing by GoldTrain at a price of \$0.24 per Special Warrant for gross proceeds of up to \$1,200,000 (or such other subscription price, proceeds and terms as GoldTrain may determine, with the consent of Idaho Champion) currently being undertaken by GoldTrain to be completed before the Effective Time;
- (s) “**GoldTrain Shares**” means the fully paid and non-assessable common shares in the capital of GoldTrain as constituted on the date hereof;
- (t) “**GoldTrain's Auditors**” means Palmer Reid, Chartered Accountants, whose principal office is located at 439 University Ave, Toronto, Ontario M5G 1Y8;

- (u) **“GoldTrain's Business”** means GoldTrain’s operations as a mineral exploration company;
- (v) **“GoldTrain's Financial Statements”** mean the audited financial statements of GoldTrain as at and for the fiscal year ended December 31, 2017 and the unaudited interim financial statements of GoldTrain as at and for the period ended March 31, 2018, respectively, consisting, in each case, of the balance sheet and the statement of operations, comprehensive loss and deficit, statement of cash flows and all notes thereto;
- (w) **“Idaho Champion Assets”** means all of Idaho Champion’s material assets including: (i) the rights, privileges and benefits arising under Idaho Champion’s contracts; (ii) those assets set out in Idaho Champion’s Financial Statements and (iii) those assets acquired by Idaho Champion subsequent to the date of the Idaho Champion Financial Statements;
- (x) **“Idaho Champion Business”** means the business previously and heretofore carried on by Idaho Champion relating to Idaho Champion’s mineral exploration activities;
- (y) **“Idaho Champion Financial Statements”** means the audited financial statements of Idaho Champion as at and for the fiscal year ended December 31, 2017, consisting of the balance sheet and the statement of earnings and deficit and statement of cash flows and all notes thereto;
- (z) **“Idaho Champion Material Contracts”** means those agreements listed in Schedule “B” attached hereto;
- (aa) **“Idaho Champion Properties”** means those properties used or to be used in the Idaho Champion Business and listed in Schedule “A” attached hereto;
- (bb) **“Idaho Champion Shareholders”** means all of the shareholders of record registered as such on the books and records of Idaho Champion;
- (cc) **“Idaho Champion Shares”** means the fully paid and non-assessable common shares in the capital of Idaho Champion as constituted on the date hereof;
- (dd) **“Material Fact”** in relation to any party hereto includes, without limitation, any fact that significantly affects, or would reasonably be expected to have a significant effect on, the market price or value of the shares of such party;
- (ee) **“Merger Proposal”** means any merger, amalgamation, arrangement, business combination, recapitalization, take-over bid, sale of material assets, material sale of treasury shares or rights or interests therein or thereto (other than the Current Financing or the Proposed Financing) or similar transactions involving Idaho Champion, or a proposal to do so, excluding the transactions contemplated hereby;
- (ff) **“Outside Date”** means September 30, 2018 or such other date as GoldTrain and Idaho Champion may from time to time agree upon;
- (gg) **“Person”** means any individual, corporation, partnership, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (hh) **“Post-Consolidation GoldTrain Shares”** means the common shares in the capital of GoldTrain after implementation of the Proposed Consolidation;
- (ii) **“Post-Consolidation GoldTrain Warrant”** means a warrant to be issued by GoldTrain with a term of 5 years and exercisable to purchase one Post-Consolidation GoldTrain Share for \$0.50;

- (jj) **“Idaho Champion”** means Idaho Champion Gold Mines Ltd., a corporation existing under the laws of Ontario;
- (kk) **“Proposed Consolidation”** means the proposed consolidation of the shares of GoldTrain on the basis of one (1) new common share for every three (3) of the existing common shares;
- (ll) **“Proposed Financing”** means the proposed private placement financing of shares of GoldTrain or Idaho Champion being contemplated to be completed on or about the date of Closing on terms mutually acceptable to Idaho Champion and GoldTrain;
- (mm) **“Securities Act”** means collectively the *Securities Act* (Ontario) as may be amended from time to time, and any successor thereto;
- (nn) **“Special Warrant”** means the special warrants issued or to be issued by GoldTrain pursuant to a private placement at a price of \$0.24 per Special Warrant, each such Special Warrant being exercisable, without additional consideration, into one Post-Consolidation GoldTrain Share on satisfaction of certain conditions, including completion of the Consolidation and the Amalgamation;
- (oo) **“Subco”** means GT Subsidiary Inc., a corporation existing under the laws of Ontario;
- (pp) **“Superior Proposal”** has the meaning ascribed thereto in Section 5.2 hereof;
- (qq) **“Superior Merger Proposal”** has the meaning ascribed thereto in Section 5.4 hereof;
- (rr) **“Subco Shares”** means the fully paid and non-assessable common shares in the capital of Subco;
- (ss) **“Tax Act”** means the *Income Tax Act* (Canada), as it may be amended from time to time, and any successor thereto; any reference herein to a specific section or sections of the Tax Act, or regulations promulgated thereunder, shall be deemed to include a reference to all corresponding provision of future law;
- (tt) **“Tax Laws”** shall mean the Tax Act and any applicable provincial, or foreign income taxation statute(s), as from time to time amended, and any successors thereto; and
- (uu) **“Third Party”** means any Person other than the parties to this Agreement.

1.2 **Currency.** Where indicated, “US\$” means United States dollars, the lawful currency of the United States. Unless otherwise indicated, all dollar amounts referred to in this Agreement as “\$” mean Canadian dollars, the lawful currency of Canada.

1.3 **Tender.** Any tender of documents or money hereunder may be made upon the parties or their respective counsel and money may be tendered by bank draft or by certified cheque.

1.4 **Number and Gender.** Where the context requires, words imparting the singular shall include the plural and *vice versa*, and words imparting gender shall include all genders.

1.5 **Headings.** Article and Section headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or affect the construction or interpretation of any provision hereof.

1.6 **Schedules.** The Schedules to this Agreement shall be construed with and be considered an integral part of this Agreement to the same extent as if the same had been set forth *verbatim* herein. The following Schedules are attached hereto:

Schedule "A"	Idaho Champion Properties
Schedule "B"	Idaho Champion Material Contracts

1.7 **Accounting Terms.** All accounting terms not specifically defined herein shall be construed in accordance with Generally Accepted Accounting Principles.

Article II
AMALGAMATION

2.1 **Agreement to Amalgamate.** The Amalgamating Corporations do hereby agree to amalgamate pursuant to the provisions of Section 175 of the Act as of the Effective Date and to continue as one corporation on the terms and conditions set out in this Agreement.

2.2 **Name.** The name of the amalgamated corporation, Amalco, shall be Idaho Champion Gold Mines Ltd. ("**Amalco**").

2.3 **Registered Office.** The registered office of Amalco shall be Suite 2702, 401 Bay Street, Toronto, Ontario M5H 2Y4.

2.4 **Authorized Capital.** Amalco shall be authorized to issue one class of shares consisting of an unlimited number of shares to be designated as "common shares".

2.5 **Number of Directors.** The board of directors of Amalco shall, until otherwise changed in accordance with the Act, consist of a minimum number of one (1) and a maximum number of nine (9) directors.

2.6 **Business.** There shall be no restrictions on the business which Amalco is authorized to carry on.

2.7 **Initial Director.** The first directors of Amalco shall be the person whose name and address appears below:

Name	Address	Resident Canadian
Jonathan Buick	Suite 2702, 401 Bay Street Toronto, ON M5H 2Y4	Yes
Bruce Reid	Suite 2702, 401 Bay Street Toronto, ON M5H 2Y4	Yes

Such director shall hold office until the next annual meeting of shareholders of Amalco or until his successor is elected or appointed.

2.8 **Issuance of Exchange Shares.** On the Effective Date, subject to Article III, the issued Idaho Champion Shares held by securityholders thereof shall be acquired by GoldTrain and immediately cancelled and such securityholders of Idaho Champion shall receive, and GoldTrain shall issue, securities of GoldTrain as set forth in Article III.

2.9 **By-Laws.** The by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Idaho Champion and a copy of such by-laws may be examined at Suite 2702, 401 Bay Street, Toronto, Ontario M5H 2Y4.

2.10 **Filing of Documents.** Upon the shareholders of each of the Amalgamating Corporations approving this Agreement by special resolution in accordance with the Act, and upon the other conditions precedent to the Amalgamation having been satisfied or waived, the Amalgamating Corporations shall jointly file with the Director, under the Act, articles of amalgamation and such other documents as may be required by the Act.

2.11 **Stated Capital.** The stated capital of Amalco, immediately after the Amalgamation becomes effective, shall be equal to the aggregate stated capital of each of the Amalgamating Corporations.

2.12 **Conversion of Subco Shares.** Upon the Amalgamation, the issued and outstanding shares in the capital of Subco shall be converted into issued and outstanding shares in the capital of Amalco, on a one for one basis.

2.13 **Initial Officers of Amalco.** The initial officers of Amalco shall, until such officers resign or are replaced by Amalco, be the officers of Idaho Champion.

2.14 **Termination of Agreement by Amalgamating Corporations.** At any time before the endorsement of the Certificate of Amalgamation, this Agreement may be terminated by the directors of an Amalgamating Corporation or by the directors of GoldTrain in accordance with the terms hereof, despite the approval of this Agreement by the shareholders of the Amalgamating Corporations and the shareholders of GoldTrain.

ARTICLE III ISSUANCE OF GOLDTRAIN SECURITIES

3.1 **Issuance of Shares.** In consideration of the agreement of the parties and their respective shareholders to the actions set forth herein and the Amalgamation of Subco and Idaho Champion, on the Effective Date:

- (a) GoldTrain shall issue one (1) fully paid Exchange Share to Idaho Champion Shareholders for each one (1) Idaho Champion Share issued and outstanding as of the Effective Date;
- (b) Amalco shall issue to GoldTrain one common share of Amalco:
 - (i) for each common share of Subco issued and outstanding immediately prior to the Amalgamation; and
 - (ii) for each Exchange Share issued by GoldTrain.

3.2 **Fractional Shares.** No fractional securities shall be issued by GoldTrain pursuant to this Agreement. Any exchange that results in less than a whole number of securities shall be rounded up to the next whole number.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties of GoldTrain.** GoldTrain hereby represents and warrants to Idaho Champion that:

- (a) GoldTrain and Subco are corporations incorporated and subsisting under the laws of Canada and the Province of Ontario, respectively, have all requisite corporate power to own their respective properties and to conduct their respective business as it is presently being conducted and are registered or otherwise qualified to carry on business in all jurisdictions in which the nature of their assets or business makes such registration or qualification necessary or advisable;
- (b) subject to obtaining any required regulatory approvals, as applicable, GoldTrain and Subco have full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the actions and transactions contemplated in this Agreement;
- (c) all necessary corporate action has been taken, or will be taken on or before the Effective Date, by or on the part of GoldTrain and Subco to authorize the execution and delivery of this Agreement, including:

- (i) in the case of Subco, approval of the Amalgamation by special resolution of its sole shareholder,
- (ii) in the case of Idaho Champion, approval of the Amalgamation by special resolution of the Idaho Champion Shareholders; and
- (iii) in the case of GoldTrain, approval of the Proposed Consolidation, this Agreement and other matters related to the transactions between the parties, by the shareholders of GoldTrain,

the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and for fulfilling their respective obligations hereunder;

- (d) this Agreement has been duly executed and delivered on behalf of GoldTrain and Subco and constitutes a legal, valid and binding obligation of each of them, enforceable against each of them in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, re-organization or other laws relating to the enforcement of creditors' rights generally and by principles of equity;
- (e) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfillment of the terms and provisions of this Agreement will:
 - (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under:
 - (1) any of the constating documents or by-laws of GoldTrain or Subco; or
 - (2) any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which GoldTrain or Subco is a party of or by which either of them is bound; or
 - (ii) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, governmental authority or regulatory body or by any creditor of GoldTrain or Subco or any party to any agreement to which GoldTrain or Subco is a party or by which GoldTrain or Subco is bound, except as shall have been obtained prior to Closing;
- (f) the authorized capital of GoldTrain consists of an unlimited number of common shares and an unlimited number of preferred shares issuable in series, of which, prior to the issuance of any GoldTrain Shares in connection with the conversion of any GoldTrain debt, 2,948,756 common shares (and no preferred shares) are presently issued and outstanding. Each of the presently issued and outstanding GoldTrain Shares has been validly allotted and issued and is outstanding as a fully-paid and non-assessable share;
- (g) the authorized capital of Subco consists of an unlimited number of common shares, of which one share is presently issued and outstanding, of which GoldTrain is the legal and beneficial owner;
- (h) no Person has, or on the Effective Date will have, any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase from GoldTrain or Subco of any Post-Consolidation GoldTrain Shares (or any preferred shares of GoldTrain) or Subco Shares or for the subscription, allotment or issuance of any unissued shares in the capital of GoldTrain or Subco, except for the issuance of (i) up to 2,096,837

GoldTrain Shares (or up to 698,946 Post-Consolidation GoldTrain Shares, or a combination of GoldTrain Shares and Post-Consolidation GoldTrain Shares, as the case may be) to settle up to \$167,747 of outstanding liabilities of GoldTrain at a rate of \$0.08 per GoldTrain Share or at a rate of \$0.24 per Post-Consolidation GoldTrain Share, as the case may be, (plus up to 954,125 GoldTrain Shares or 318,042 Post-Consolidation GoldTrain Shares or any combination thereof which may be issued to settle up to \$76,330 of additional cash loans to GoldTrain prior to the Effective Date at a rate of \$0.08 per GoldTrain Share or \$0.24 per Post-Consolidation GoldTrain Share, as the case may be) and (ii) up to 5,000,000 Post-Consolidation GoldTrain Shares on the exercise of Special Warrants issued or to be issued by GoldTrain prior to the Effective Date at \$0.24 per Special Warrant;

- (i) the books and records of GoldTrain fairly and correctly set out and disclose in all material respects, the financial position of GoldTrain as at the dates thereof and all material financial transactions of GoldTrain relating to GoldTrain's Business have been accurately recorded in such books and records;
- (j) GoldTrain does not have any of its records, systems, controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of GoldTrain and, at Closing, GoldTrain will have originals or copies of all such records, systems, controls, data or information in its possession or control;
- (k) GoldTrain's Financial Statements fairly present the financial position of GoldTrain as at the dates indicated therein and fairly present the results of operations for the periods ended on such dates, all in accordance with Generally Accepted Accounting Principles consistently applied throughout the period covered thereby. GoldTrain's books of account reflect all items of income and expense and all assets and liabilities and accruals required to be reflected therein;
- (l) save and except for matters which are disclosed in GoldTrain's Financial Statements or otherwise expressly set out in this Agreement, GoldTrain has not and Subco has not (nor has either of them agreed to nor shall either of them agree to do any of the following on or before the Effective Date):
 - (i) incurred any debts, obligations or liabilities (absolute, accrued, contingent or otherwise and whether due or to become due), except debts, obligations and liabilities incurred in the ordinary course of its business and, more particularly, neither GoldTrain nor Subco shall incur any liabilities from December 31, 2017 up to the Effective Date in excess of \$50,000 in the aggregate (excluding (i) an interim loan of \$100,000 from Idaho Champion to GoldTrain and (ii) transactional costs related to the Amalgamation) without the express written consent of Idaho Champion;
 - (ii) discharged or satisfied any liens or paid any obligation or liability other than liabilities shown on GoldTrain's Financial Statements, other than in the ordinary course of its business;
 - (iii) declared or made any payment, distribution or dividend based on its shares or purchased, redeemed or otherwise acquired any of the shares in its capital or other securities or obligated itself to do so;
 - (iv) mortgaged, pledged or subjected to lien or other security interest any of its assets, tangible or intangible;
 - (v) sold, assigned, leased, transferred or otherwise disposed of any of its assets whether or not in the ordinary course of business;

- (vi) authorized or become liable for any compensation payable or to become payable to any of its officers, directors, consultants or employees, or in any bonus payment to or arrangement made with any officer, director, consultant or employee, or made any material changes in its personnel policies or employee benefits;
 - (vii) cancelled, waived, released or compromised any debt, claim or right resulting in a material adverse effect on its business, prospects or financial condition;
 - (viii) significantly altered or revised any of its accounting principles, procedures, methods or practices except as required under Generally Accepted Accounting Principles;
 - (ix) changed its credit policy as to provision of services or collection of accounts receivable;
 - (x) suffered any material damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting any of its properties, business or prospects;
 - (xi) entered into any transaction, contract or commitment other than in the ordinary course of its business except for the transactions set forth in this Agreement;
 - (xii) made or authorized any capital expenditures;
 - (xiii) issued or sold any shares in its capital stock or other securities, or granted any options with respect thereto; or
 - (xiv) suffered or experienced any material adverse change in, or event or circumstance affecting, the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business, operations or prospects, and neither GoldTrain nor Subco has any knowledge, information or belief of any fact, event or circumstances which might reasonably be expected to affect materially and adversely the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business operations or prospects, and has not changed any shares of its capital stock, whether by way of reclassification, stock split or otherwise, save and except for the Proposed Consolidation;
- (m) the corporate records and minute books of GoldTrain and Subco as provided to Idaho Champion or its legal counsel contain complete and accurate minutes of all meetings of and corporate actions or written consents by the directors and shareholders of GoldTrain and Subco, respectively, including all by-laws and resolutions passed by the board of directors and shareholders of GoldTrain and Subco, respectively, since the incorporation of GoldTrain and Subco, respectively; and all such meetings were duly called and held. The shareholders' list maintained by GoldTrain's registrar and transfer agent is, to the best of GoldTrain's knowledge, complete and accurate in all respects and the sole shareholder of Subco is GoldTrain;
- (n) other than shares of Subco, GoldTrain does not hold or own, beneficially or otherwise, any securities of any other corporation or other entity;
- (o) GoldTrain does not operate or engage in any business activities, operations or management of any nature or kind whatsoever other than GoldTrain's Business, and Subco has no assets and no liabilities and has never operated or engaged in any business activities or operations of any nature or kind whatsoever;
- (p) except as expressly referred to in the GoldTrain Financial Statements,
- (i) neither GoldTrain nor Subco has outstanding any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever or is bound under any agreement to

create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever, and

- (ii) neither GoldTrain nor Subco is a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person.
- (q) since at least December 31, 2014, no payments have been made or authorized by GoldTrain or Subco to any of its respective officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any Person not dealing at Arm's Length with any of the foregoing, except those expressly disclosed herein, reflected in the GoldTrain Financial Statements or, for GoldTrain only, made in the ordinary course of its business;
- (r) GoldTrain has filed all tax returns required to be filed by it prior to the date hereof in all applicable jurisdictions and has paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by it at present. All such tax returns properly reflect, and do not in any respect understate the income, taxable income or the liability for taxes of GoldTrain in the relevant period and the liability of GoldTrain for the collection, payment and remittance of tax under applicable Tax Laws. No waivers have been filed by GoldTrain with any taxing authority;
- (s) adequate provision has been made in the GoldTrain Financial Statements for all taxes, governmental charges and assessments, including interest and penalties thereon, payable by GoldTrain for all periods up to the date of the balance sheets comprising part of the GoldTrain Financial Statements;
- (t) GoldTrain has withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including the date hereof;
- (u) there are no actions, suits or other proceedings, investigations or claims in progress or pending and, to the best of GoldTrain's belief and knowledge, there are no actions, suits or other proceedings or investigations or claims threatened, against GoldTrain in respect of any taxes, governmental charges or assessments and no waivers have been filed by GoldTrain with any taxing authority;
- (v) GoldTrain is conducting and has always conducted GoldTrain's Business in substantial compliance with all applicable laws, rules and regulations of each jurisdiction in which GoldTrain's Business has been carried on, is not currently in material breach of any such laws, rules or regulations and is duly licensed, registered or qualified in each jurisdiction in which GoldTrain owns or leases property or carries on GoldTrain's Business, to enable GoldTrain's Business to be carried on as now conducted;
- (w) to the best of GoldTrain's knowledge and belief, all private placements and other issuances of GoldTrain Shares have been completed in accordance with all applicable securities laws and regulations;
- (x) other than the filing of articles of amalgamation and any required regulatory approvals in connection with the Amalgamation, no consent, licence, approval, order or authorization of, or registration, filing or declaration with any governmental authority that has not been obtained or made by GoldTrain and no consent of any Third Party is required to be obtained by GoldTrain or Subco in connection with the execution, delivery and performance by GoldTrain of this Agreement or the consummation of the transactions contemplated hereby;

- (y) there is no action, lawsuit, claim, proceeding or investigation pending or, to the best knowledge of GoldTrain, threatened against, relating to or affecting GoldTrain or Subco before any court, government agency, or any arbitrator of any kind, and GoldTrain is not aware of any existing ground on which any such proceeding might be commenced with any reasonable likelihood of success and there is not presently outstanding against GoldTrain or Subco any judgment, decree, injunction, rule or order of any court, governmental agency, or arbitrator relating to or affecting GoldTrain;
- (z) there is not now outstanding any arrangement (contractual or otherwise) between GoldTrain or Subco and any Person which will or may be, terminated or, to the best of the knowledge of GoldTrain or Subco, prejudicially affected as a result of the Amalgamation contemplated herein;
- (aa) GoldTrain has no employees, Subco has no employees and neither of them has ever had any employees and no individual claiming to be an employee has made any claim or, to the best of GoldTrain's knowledge, has any basis for any action or proceeding against GoldTrain or Subco, arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or worker's compensation;
- (bb) neither GoldTrain nor Subco has made any agreements with any labour union or employee association or made any commitments to or conducted any negotiations with any labour union or employee association with respect to any future agreements;
- (cc) no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of GoldTrain's employees or any of Subco's employees by way of certification, interim certification, voluntary recognition, designation or successor rights;
- (dd) other than GoldTrain's lease of certain mineral exploration properties pursuant to standard lease agreements made with the government of Ontario pursuant to the *Mining Act* (Ontario), neither GoldTrain nor Subco is a party to any lease or agreement in the nature of a lease, whether as lessor or lessee;
- (ee) neither GoldTrain nor Subco currently owns any insurable assets or currently maintains any policies of insurance;
- (ff) there are no outstanding written or oral employment contracts, sales, services, management or consulting agreements, employee benefit or profit-sharing plans, or any bonus arrangements with any employee, officer, director, consultant, contractor or service provider of GoldTrain or Subco, nor is either of them a party to any outstanding oral contracts of employment or services which are not terminable on the giving of reasonable notice in accordance with applicable law, all of which will be terminated on or before the Effective Date. There are no pension or retirement plans established by or for GoldTrain for the employees, officers, directors or other service providers of GoldTrain's Business or by Subco;
- (gg) except as set out in GoldTrain's Financial Statements and this Agreement, there are no outstanding written or oral arrangements, commitments, agreements or contracts between either GoldTrain or Subco, on the one hand, and any Third Party, except for those with GoldTrain's registrar and transfer agent, GoldTrain's or Subco's legal counsel and GoldTrain's accountant and auditors;
- (hh) GoldTrain is a "reporting issuer" under the Securities Act and is not in default of any requirement of such Securities Act; and
- (ii) no representation or warranty made by GoldTrain or by Subco in this Agreement and no statement made in any schedule, exhibit, certificate or other document furnished pursuant to this Agreement,

contains, or will contain on the Effective Date, any untrue statement of a Material Fact or omits, or will omit, to state any Material Fact necessary to make such representation or warranty or any such statement not misleading. Neither GoldTrain nor Subco knows of any fact which, if known to Idaho Champion, would deter Idaho Champion from consummating the transactions contemplated herein.

4.2 No investigations made by or on behalf of Idaho Champion at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by GoldTrain or Subco herein or pursuant hereto and no waiver by Idaho Champion of any condition, in whole or in part, shall operate as a waiver of any other conditions.

4.3 **Representations and Warranties of Idaho Champion.** Idaho Champion hereby represents and warrants to GoldTrain and Subco that:

- (a)
 - (i) Idaho Champion is a corporation incorporated and subsisting under the laws of the Province of Ontario,
 - (ii) Idaho Champion Gold Mines USA Inc. is a corporation incorporated under the laws of the state of Idaho,
 - (iii) Idaho Champion Gold Mines LLC is a company formed under the laws of the state of Idaho, and
 - (iv) Idaho Champion Cobalt Mines USA Inc. is a corporation incorporated under the laws of the state of Idaho,

and each of them has all legal capacity and requisite corporate power to own its properties and to conduct its business as it is presently being conducted, and is duly registered or otherwise qualified to carry on business in all jurisdictions in which the nature of its assets or business makes such registration or qualification necessary or advisable;

- (b) all necessary corporate action has been taken, or will be taken prior to the Closing, by or on the part of Idaho Champion to authorize the execution and delivery of this Agreement and the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and for fulfilling its obligations hereunder, including approval of the Amalgamation by special resolution of its shareholders, and Idaho Champion will use its bests efforts to obtain approval by special resolution of its shareholders;
- (c) the Idaho Champion Shareholders are the registered and beneficial owners of all of the issued and outstanding Idaho Champion Shares, which Idaho Champion Shares constitute all of the issued and outstanding shares in the capital of Idaho Champion, free and clear of all liens, charges, pledges, security interests, demands, adverse claims, rights or any other encumbrances whatsoever and no Person has any right, option, agreement or arrangement capable of becoming an agreement for the acquisition of any of the Idaho Champion Shares or any interest therein from Idaho Champion; and
 - (i) Idaho Champion owns all of the issued and outstanding shares of Idaho Champion Cobalt Mines USA Inc.; and
 - (ii) Idaho Champion owns all of the issued and outstanding shares of Idaho Champion Gold Mines USA Inc. which owns all of Idaho Champion Gold Mines LLC;

and no Person has any right, option, agreement or arrangement capable of becoming an agreement for the acquisition of any shares or interests in any of the foregoing except as set out herein;

- (d) Idaho Champion has the full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the other actions and transactions contemplated in this Agreement and to fulfill its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by Idaho Champion and this Agreement constitutes a legal, valid and binding obligation of Idaho Champion enforceable against Idaho Champion in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, re-organization or other laws relating to the enforcement of creditors' rights generally and by principles of equity;
- (f) neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfillment of the terms and provisions of this Agreement will:
 - (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under:
 - (1) any of the constating documents or by-laws of Idaho Champion or any of its subsidiaries; or
 - (2) any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which Idaho Champion or any of its subsidiaries is a party or by which Idaho Champion or any of its subsidiaries is bound; and
 - (ii) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, governmental authority or regulatory body or by any creditor of Idaho Champion or any party to any agreement to which Idaho Champion is a party or by which Idaho Champion is bound, except as shall have been obtained prior to Closing;
- (g) except for the Idaho Champion Material Contracts, no person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase of any unissued shares in the securities of Idaho Champion or any of its subsidiaries, save and except in respect of the Current Financing or the Proposed Financing;
- (h) the authorized capital of Idaho Champion is an unlimited number of common shares of which 22,825,000 shares are presently validly issued and outstanding as fully paid and non-assessable shares in the capital of Idaho Champion;
- (i) the books and records of Idaho Champion and each of its subsidiaries fairly and correctly set out and disclose in all material respects, the financial position of Idaho Champion and each of its subsidiaries as at the dates thereof and all material financial transactions of Idaho Champion and each of its subsidiaries have been accurately recorded in such books and records;
- (j) Idaho Champion does not have, and none of its subsidiaries has, any of its records, systems, controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of Idaho Champion;

- (k) save and except for matters which are disclosed in the Idaho Champion Financial Statements or otherwise expressly set out in this Agreement, Idaho Champion has not (nor has it agreed to) and none of its subsidiaries has:
- (i) incurred any debts, obligations or liabilities (absolute, accrued, contingent or otherwise and whether due or to become due), except debts, obligations and liabilities incurred in the ordinary course of business;
 - (ii) discharged or satisfied any liens or paid any obligation or liability other than liabilities shown on the Idaho Champion Financial Statements, other than in the ordinary course of business;
 - (iii) declared or made any payment, distribution or dividend based on its shares or purchased, redeemed or otherwise acquired any of the shares in its capital or other securities or obligated itself to do so;
 - (iv) mortgaged, pledged or subjected to lien or other security interest any of its assets, tangible or intangible other than royalty interests granted to vendors of mineral exploration properties in the ordinary course of business;
 - (v) sold, assigned, leased, transferred or otherwise disposed of any of its assets;
 - (vi) increased materially the compensation payable or to become payable to any of its officers, directors, consultants or employees, or in any bonus payment to or arrangement made with any officer, director, consultant or employee, or made any material changes in the personnel policies or employee benefits;
 - (vii) cancelled, waived, released or compromised any debt, claim or right resulting in a material adverse effect on its business, prospects or financial condition;
 - (viii) significantly altered or revised any of its accounting principles, procedures, methods or practices except as required under Generally Accepted Accounting Principles or other regulatory guidelines;
 - (ix) changed its credit policy as to provision of services, sales of inventories or collection or accounts receivable;
 - (x) suffered any material damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the properties, business or prospects of Idaho Champion;
 - (xi) entered into any transaction, contract or commitment other than in the ordinary course of business except for the transactions set forth in this Agreement;
 - (xii) made or authorized any capital expenditures in excess of \$100,000 in the aggregate except for commitments made in respect of the acquisition of or options to acquire Idaho Champion Properties or the acquisition of other exploration properties in accordance with Idaho Champion Material Contracts;
 - (xiii) except for the Current Financing and the Proposed Financing or as set out in the Idaho Champion Material Contracts, issued or sold any shares in its capital stock or other securities, or granted any options rights or warrants or entered into any agreements for the issuance of shares from the treasury of Idaho Champion in addition to the 22,825,000 Idaho Champion Shares currently issued and outstanding; or

- (xiv) suffered or experienced any material adverse change in, or event or circumstance affecting, the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business, operations or prospects and Idaho Champion has no knowledge, information or belief of any fact, event or circumstances which might reasonably be expected to affect materially and adversely the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business operations or prospects and it has not changed any shares of its capital stock, whether by way of reclassification, stock split or otherwise;
- (l) the Idaho Champion Financial Statements fairly present the financial position of Idaho Champion as at the date thereof and fairly present the results of operations for the periods ended on such dates, all in accordance with Generally Accepted Accounting Principles consistently applied throughout the period covered thereby, save and except as stated therein. Idaho Champion's books of account reflect items of income and expense and all assets and liabilities and accruals required to be reflected therein;
- (m) the corporate records and minute books of Idaho Champion as and each of its subsidiaries as made available to GoldTrain or its legal counsel contain complete and accurate minutes of all meetings of and corporate actions or written consents by the directors and shareholders of Idaho Champion and each of its subsidiaries, including all by-laws and resolutions passed by the board of directors and shareholders of Idaho Champion and each of its subsidiaries, since the date of its incorporation and all such meetings were duly called and held; the shareholders' lists maintained by Idaho Champion and each of its subsidiaries (as made available to GoldTrain) is complete and accurate in all respects;
- (n) Idaho Champion does not operate or engage in any business activities, operations or management of any nature or kind whatsoever other than the Idaho Champion Business and, except for holding all of the issued and outstanding shares of (i) Idaho Champion Gold Mines USA, Inc., an Idaho corporation (which owns all of Idaho Champion Gold Mines LLC) and (ii) Idaho Champion Cobalt Mines USA Inc., does not hold or own, beneficially or otherwise, any securities of any other corporation or entity;
- (o) except as expressly referred to in the Idaho Champion Financial Statements,
 - (i) Idaho Champion does not have, and none of its subsidiaries has, outstanding any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever and Idaho Champion is not, and none of its subsidiaries is, bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever; and
 - (ii) Idaho Champion is not, and none of its subsidiaries is, a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (p) since the date of its incorporation, no payments have been made or authorized by Idaho Champion or any of its subsidiaries to their respective officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any person not dealing at Arm's Length with any of the foregoing, except those expressly disclosed herein, contained in the Idaho Champion minute book, or reflected in the Idaho Champion Financial Statements, or otherwise made in the ordinary course of business;
- (q) Idaho Champion and each of its subsidiaries has filed all tax returns required to be filed prior to the date hereof in all applicable jurisdictions and has paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by Idaho Champion or any of its subsidiaries at present.

All such tax returns properly reflect, and do not in any respect understate, the income, taxable income or the liability for taxes of Idaho Champion and each of its subsidiaries in the relevant period and the liability of Idaho Champion and each of its subsidiaries for the collection, payment and remittance of tax under applicable Tax Laws. No waivers have been filed by Idaho Champion or any of its subsidiaries with any taxing authority;

- (r) adequate provision has been made in the Idaho Champion Financial Statements for all taxes, governmental charges and assessments, including interest and penalties thereon, payable by Idaho Champion and each of its subsidiaries, for all periods up to the date of the balance sheets comprising part of the Idaho Champion Financial Statements;
- (s) Idaho Champion and each of its subsidiaries has withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including the date hereof;
- (t) Idaho Champion and each of its subsidiaries is conducting and has always conducted the Idaho Champion Business in substantial compliance with all applicable laws, rules and regulations of each jurisdiction in which the Idaho Champion Business is carried on, is not currently in material breach of any such laws, rules or regulations and is duly licensed, registered or qualified, in each jurisdiction in which Idaho Champion or any of its subsidiaries owns or leases property or carries on the Idaho Champion Business, to enable the Idaho Champion Business to be carried on as now conducted;
- (u) all private placements and other issuances of Idaho Champion Shares and each of its subsidiaries have been completed in accordance with all applicable securities laws and regulations;
- (v) Idaho Champion does not have, and none of its subsidiaries has, and none of them has ever had any employees and no person claiming to be an employee has made any claim or has any basis for any action or proceeding against Idaho Champion, arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or worker's compensation;
- (w) Idaho Champion has not made any agreements with any labour union or employee association nor made any commitments to or conducted any negotiations with any labour union or employee association with respect to any future agreements;
- (x) no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of the employees of Idaho Champion by way of certification, interim certification, voluntary recognition, designation or successor rights;
- (y) there is no material (either alone or in the aggregate) action, lawsuit, claim, proceeding, or investigation pending or, to the best knowledge of Idaho Champion, threatened against, relating to or affecting Idaho Champion or any of its subsidiaries before any court, government agency, or any arbitrator of any kind. Idaho Champion is not aware of any existing ground on which any such proceeding might be commenced with any reasonable likelihood of success and there is not presently outstanding against Idaho Champion or any of its subsidiaries any judgment, decree, injunction, rule or order of any court, governmental agency, or arbitrator relating to or affecting Idaho Champion or any of its subsidiaries, the Idaho Champion Assets or the Idaho Champion Business.
- (z) there is not now outstanding any arrangement (contractual or otherwise) between Idaho Champion or any of its subsidiaries and any Person which will or may be terminated or, to the best knowledge of Idaho Champion, prejudicially affected as a result of the Amalgamation contemplated herein;

- (aa) Idaho Champion is not a “reporting issuer” (or the equivalent) under the securities legislation of any jurisdiction;
- (bb) all property (including the Idaho Champion Properties listed in Schedule “A”) which is necessary or incidental to the conduct of the Idaho Champion Business as the same is presently being carried on is valid and subsisting and held by Idaho Champion and its subsidiaries, with good and marketable title to any mineral exploration claims which are patented and rights to explore for minerals in respect of any claims which are unpatented; all such claims are in good standing free and clear of all security interests, claims, liens, objections and infringements of every nature and kind (other than applicable royalty interests, assessment work obligations and taxes) and all registrations therefor have been kept renewed and are in full force and effect. No claim has been made that the conduct of the business of Idaho Champion infringes or breaches any property rights of any person, nor has Idaho Champion or any of its subsidiaries received any notice that the conduct of the business, including the use of the property owned or used by Idaho Champion or any of its subsidiaries, infringes upon or breaches any property rights of any person, and, to the best of the knowledge of Idaho Champion, there has been no infringement or violation of any of the rights of Idaho Champion or any of its subsidiaries in any such property. Idaho Champion is not aware of any state of facts which casts doubt on the validity or enforceability of any of the property rights owned or used by Idaho Champion or any of its subsidiaries;
- (cc) Idaho Champion is not, and none of its subsidiaries is, in default or breach of any of its obligations under any one or more contracts, agreements (written or oral), commitments, indentures or other instruments to which it is a party or by which it is bound, and there exists no state of facts which, after notice or lapse of time or both, would constitute such to be a default or breach. All such contracts, agreements, commitments, indentures and other instruments are now in good standing and in full force and effect without amendment thereto, Idaho Champion and its subsidiaries are entitled to all benefits thereunder and, to the best of the knowledge of Idaho Champion, the other parties to such contracts, agreements, commitments, indentures and other instruments are not in default or breach of any of their obligations thereunder. There are no contracts, agreements, commitments, indentures or other instruments under which the rights of Idaho Champion or any of its subsidiaries or the performance of its obligations are dependent upon or supported by the guarantee of, or any security provided by, any other Person. Set forth in Schedule "B" hereto is an accurate and complete list of all material written contracts, agreements, commitments, indentures and other instruments to which Idaho Champion or any of its subsidiaries is a party or by which Idaho Champion or any of its subsidiaries is bound;
- (dd) there are reasonable grounds for believing that (i) Idaho Champion is, and Amalco will be, able to pay its liabilities as they become due, (ii) the realizable value of Amalco's assets will not be less than the aggregate of its liabilities and stated capital of all classes and (iii) no creditor of Idaho Champion will be prejudiced by the Amalgamation; and
- (ee) no representation or warranty made by Idaho Champion in this Agreement and no statement made in any schedule, exhibit, certificate or other document furnished pursuant to this Agreement, contains, or will contain, any untrue statement of a Material Fact or omits, or will omit, to state any Material Fact necessary to make such representation or warranty or any such statement not misleading. Idaho Champion does not know of any fact which, if known to the other parties hereto, would deter them from consummating the transactions contemplated herein.

4.4 No investigations made by or on behalf of GoldTrain or Subco at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by Idaho Champion herein or pursuant hereto and no waiver by GoldTrain or Subco of any condition, in whole or in part, shall operate as a waiver of any other condition.

ARTICLE V COVENANTS

5.1 **General Covenants of GoldTrain.** GoldTrain covenants and agrees that, unless otherwise contemplated herein, GoldTrain shall, and if applicable shall cause Subco to:

- (a) take all requisite action to:
 - (i) approve this Agreement;
 - (ii) duly call and hold a meeting of shareholders of GoldTrain to approve, among other things:
 - (1) the issuance of the Exchange Shares;
 - (2) a change of name of GoldTrain to “Idaho Champion Gold Mines Canada Inc.”, or such other name as the board of directors of GoldTrain may determine and is acceptable to the board of directors of Idaho Champion;
 - (3) the Proposed Consolidation;
 - (4) an increase in the number of directors currently comprising the board of directors of GoldTrain to a number of directors designated by Idaho Champion of not less than three (3) and up to six (6) directors, as at and from the Effective Date, and the delegation to the board of directors of GoldTrain of authority to set the number of directors of GoldTrain from time to time between the minimum of three and the maximum of eleven set out in the articles of GoldTrain provided the corporate laws of the governing jurisdiction so permit at the applicable time;
 - (5) a change of auditors to UHY McGovern Hurley, LLP as at and from the Effective Date; and
 - (6) the continuance of GoldTrain into the jurisdiction of Ontario at a date chosen by the board of directors of GoldTrain following the Effective Date;
 - (iii) approve the Amalgamation; and
 - (iv) approve such actions as Idaho Champion may determine to be necessary or desirable for the purposes hereof;
- (b) assuming receipt of the required shareholder approval at the meeting contemplated in Section 5.1(a)(ii), to file, immediately following the meeting, and in any event prior to the Closing, Articles of Amendment under the *Canada Business Corporations Act* in the requisite form to effect the Proposed Consolidation, the change of name and any other matters approved by the GoldTrain shareholders for inclusion in its Articles;
- (c) co-operate fully and on a timely basis with Idaho Champion and its counsel in the preparation and filing with the Exchange and the securities commissions and the mailing to GoldTrain of a principal disclosure document for GoldTrain on a pre-Closing and post-Closing basis;
- (d) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be

required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;

- (e) upon GoldTrain receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to Idaho Champion;
- (f) in consultation with Idaho Champion and its counsel, forthwith use its best efforts to obtain all necessary regulatory approvals and to make application to an Exchange designated by Idaho Champion for listing of Post-Consolidation GoldTrain Shares following the Closing and assist in making all submissions, preparing all press releases and circulars and making all notifications required with respect to this transaction and the issuance of shares as contemplated hereunder;
- (g) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;
- (h) use its best efforts to maintain GoldTrain's status as a "reporting issuer" in Ontario, Alberta and British Columbia;
- (i) take all steps necessary to arrange and implement agreements with GoldTrain's creditors on or before the Closing:
 - (i) to obtain releases for accounts payable and convertible debt of not less than \$342,327 or other confirmation that such debt is statute-barred;
 - (ii) to settle unbilled accounts for legal fees at \$88,000 (plus HST) and obtain agreement(s) to convert same (excluding HST which shall be paid in cash) into GoldTrain Shares at \$0.08 per share or into Post-Consolidation GoldTrain Shares at \$0.24 per share; and
 - (iii) to obtain agreements to convert not less than \$79,747 of recent cash loans advanced by directors and companies related to such directors into GoldTrain Shares at \$0.08 per share or into Post-Consolidation GoldTrain Shares at \$0.24 per share;
- (j) cause each of the officers and directors of GoldTrain and Subco designated by Idaho Champion to tender their resignations as such to be effective on acceptance by the respective boards of directors of GoldTrain and Subco;
- (k) on the Effective Date, accept sequentially the resignations of Frank Smeenk and Carl McGill as directors of GoldTrain and cause the appointment of Bruce Reid and Jonathan Buick (and such other individual as may be designated by Idaho Champion prior to the Effective Date) as directors of GoldTrain (the "**New GoldTrain Board**") to sequentially fill each vacancy created by such resignations and any additional vacancies which will be created on the Effective Date;
- (l) on the Effective Date, accept the resignations of Frank Smeenk as an officer of GoldTrain;
- (m) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Amalgamation, including using its reasonable commercial efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to agreements and other contracts;

- (ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
 - (iii) effect all necessary registrations and filings and submissions of information requested by governmental entities and securities regulatory authorities required to be effected by it in connection with the Amalgamation and participate and appear in any proceedings of either party before governmental entities and securities regulatory authorities in connection with the Amalgamation;
 - (iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
 - (v) fulfill all conditions and satisfy all provisions of this Agreement;
 - (vi) cooperate with the other parties to this Agreement in connection with the performance by GoldTrain and Subco of their respective obligations hereunder; and
 - (vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;
- (n) not incur any liabilities of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which GoldTrain or Subco may become liable before, on or after the Closing, except as set out in the GoldTrain Financial Statements and except for up to \$25,000 plus public company and transactional costs and additional cash loans of up to \$76,330 contemplated by paragraph 4.1(h) hereof, incurred prior to Closing, all of which will be disclosed in writing to Idaho Champion on or before Closing;
- (o) validly issue the Exchange Shares hereunder as fully paid and non-assessable Post-Consolidation GoldTrain Shares in the capital of GoldTrain, free and clear of all mortgages, liens, charges, security deposits, adverse claims, pledges, encumbrances, options, warrants, rights, privileges and demands whatsoever;
- (p) file, duly and timely, all tax returns required to be filed by GoldTrain or by Subco and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency;
- (q) neither declare nor pay any dividends or other distributions or returns of capital on GoldTrain Shares or Post-Consolidation GoldTrain Shares from the date of this Agreement until the Closing without the prior consent of Idaho Champion; and
- (r) on the Closing, issue 500,000 Post-Consolidation GoldTrain Warrants (with a term of 5 years and an exercise price of \$0.50 per Post-Consolidation GoldTrain Share) to Sheldon Exeuctive Services Inc. (or as it may otherwise direct) as payment for advisory services.

5.2 **GoldTrain's Covenant Regarding Non-Solicitation.** GoldTrain shall not, directly or indirectly, through any officer, director, employee, representative or agent, solicit, initiate, invite or knowingly encourage (including by way of furnishing confidential information or entering into any form of agreement, arrangement or understanding) the initiation of or participate in, any inquiries or proposals regarding an Acquisition Proposal, provided that nothing contained in this Section 5.2 or other provisions of this Agreement shall prevent the board of directors of GoldTrain from considering, negotiating, approving or recommending to its shareholders an agreement in respect of an unsolicited *bona fide* written Acquisition Proposal (i) in respect of which the board of directors of GoldTrain

determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be necessary for such board of directors to take such action in order to avoid breaching its fiduciary duties, and (ii) in respect of which the board of directors of GoldTrain determines in good faith, after consultation with financial advisors, if consummated in accordance with its terms, would result in a transaction more favourable to its shareholders than the transaction contemplated hereby (any such Acquisition Proposal that satisfies clauses (i) and (ii) above being referred to herein as a “**Superior Proposal**”).

GoldTrain shall continue to refrain from participating in any discussions or negotiations with any parties (other than the parties hereto) with respect to any potential Acquisition Proposal.

GoldTrain shall immediately notify the other parties hereto (both orally and in writing) of any future Acquisition Proposal of which GoldTrain's directors or senior officers become aware of or any amendments to the foregoing or any request for non-public information relating to GoldTrain in connection with an Acquisition Proposal or for access to the properties, books or records or for a list of the shareholders by any person or entity that informs GoldTrain that such person or entity is considering making an Acquisition Proposal. Such notice shall include a copy of all written communications and a description of the material terms and conditions of any proposal and provide such details of the proposal, inquiry or contact as the other parties hereto may reasonably request, including, without limitation, the identity of the person and controlling person, if any, making such proposal, inquiry or contact.

GoldTrain shall not accept, approve, or recommend or enter into any agreement in respect of an Acquisition Proposal on the basis that it constitutes a Superior Proposal unless (i) GoldTrain has provided the other parties hereto with a copy of the Acquisition Proposal document which has been determined to be a Superior Proposal, with such deletions as are necessary to protect confidential portions of such Acquisition Proposal document, provided that the material terms, conditions and the identity of the person and controlling person, if any, making the Acquisition Proposal may not be deleted, and (ii) five (5) Business Days (the “**Notice Period**”) shall have elapsed from the later of the date on which Idaho Champion received notice of GoldTrain’s determination of its intention to accept, approve or recommend an agreement in respect of such Acquisition Proposal and the date on which Idaho Champion received a copy of the Acquisition Proposal document. During the Notice Period, GoldTrain shall provide a reasonable opportunity to Idaho Champion to consider, discuss and offer such adjustments to the terms and conditions of this Agreement as would enable GoldTrain to determine not to proceed with its recommendation to security holders with respect to the Acquisition Proposal, provided, however, that any such adjustment shall be at the discretion of the parties. The board of directors of GoldTrain will review in good faith any offer made by the other parties hereto to amend the terms of this Agreement in order to determine, in the board's discretion, as part of exercising its fiduciary duties, whether the proposed amendments would, upon acceptance, result in such Superior Proposal ceasing to be a Superior Proposal. If the board of directors of GoldTrain determines that the Superior Proposal would cease to be a Superior Proposal, it will so advise Idaho Champion and will accept the offer by Idaho Champion to amend the terms of this Agreement and the parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing. Each successive material modification of any Acquisition Proposal or a Superior Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 5.2 and shall require a five (5) Business Day Notice Period from the date such amendment is communicated to the other parties hereto, other than an amendment to improve upon a Superior Proposal in respect of which the other party has been provided with an opportunity to amend the terms of this Agreement and such Superior Proposal has not ceased to be a Superior Proposal prior to the proposed amendment.

5.3 General Covenants of Idaho Champion. Idaho Champion covenants and agrees that, until Closing or the date on which this Agreement is terminated, and unless otherwise contemplated herein, it shall:

- (a) take all requisite action to:
 - (i) approve this Agreement;
 - (ii) duly call and hold a meeting of shareholders of Idaho Champion to approve the Amalgamation; and

- (iii) approve such actions as GoldTrain may determine to be necessary or desirable for the purposes hereof;
- (b) in consultation with GoldTrain and its counsel, prepare and file with the Exchange a principal disclosure document for GoldTrain on a post-Closing basis;
- (c) use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and management as a group and to maintain its business relationships;
- (d) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;
- (e) upon Idaho Champion receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to GoldTrain;
- (f) in consultation with GoldTrain and its counsel, forthwith use its best efforts to obtain all necessary regulatory approvals and to assist GoldTrain to make application to an Exchange designated by Idaho Champion for listing of Post-Consolidation GoldTrain Shares following the Closing and assist in making all submissions, preparing all press releases and circulars and making all notifications required with respect to this transaction and the issuance of shares as contemplated hereunder;
- (g) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;
- (h) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Amalgamation, including using its reasonable commercial efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to agreements and other contracts, including, without limitation, the Idaho Champion Material Contracts;
 - (ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
 - (iii) effect all necessary registrations and filings and submissions of information requested by governmental entities and securities regulatory authorities required to be effected by it in connection with the Amalgamation and participate and appear in any proceedings of either party before governmental entities and securities regulatory authorities in connection with the Amalgamation;
 - (iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
 - (v) fulfill all conditions and satisfy all provisions of this Agreement;

- (vi) cooperate with the other parties to this Agreement in connection with the performance by Idaho Champion of its obligations hereunder; and
- (vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;
- (i) not incur, or permit any of its subsidiaries to incur, any material liabilities out of the ordinary course of business, whether or not accrued and whether or not determined or determinable, in respect of which Idaho Champion or any of its subsidiaries may become liable on or after the Closing, except as set out in the Idaho Champion Financial Statements and except for transactional costs incurred prior to Closing and property acquisition costs; and
- (j) file and cause its subsidiaries to file, duly and timely, all tax returns required to be filed by Idaho Champion or any of its subsidiaries and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency.

5.4 **Idaho Champion's Covenant Regarding Non-Solicitation.** Idaho Champion shall not, directly or indirectly, through any officer, director, employee, representative or agent, solicit, initiate, invite or knowingly encourage (including by way of furnishing confidential information or entering into any form of agreement, arrangement or understanding) the initiation of or participate in, any inquiries or proposals regarding a Merger Proposal, provided that nothing contained in this Section 5.4 or other provisions of this Agreement shall prevent the board of directors of Idaho Champion from considering, negotiating, approving or recommending to its shareholders an agreement in respect of an unsolicited *bona fide* written Merger Proposal (i) in respect of which the board of directors of Idaho Champion determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be necessary for such board of directors to take such action in order to avoid breaching its fiduciary duties, and (ii) in respect of which the board of directors of Idaho Champion determines in good faith, after consultation with financial advisors, if consummated in accordance with its terms, would result in a transaction more favourable to its shareholders than the transaction contemplated hereby (any such Merger Proposal that satisfies clauses (i) and (ii) above being referred to herein as a "**Superior Merger Proposal**").

Idaho Champion shall continue to refrain from participating in any discussions or negotiations with any parties (other than the parties hereto) with respect to any potential Merger Proposal.

Idaho Champion shall immediately notify GoldTrain (both orally and in writing) of any future Merger Proposal of which Idaho Champion's directors or senior officers become aware of or any amendments to the foregoing or any request for non-public information relating to Idaho Champion in connection with a Merger Proposal or for access to the properties, books or records or for a list of the shareholders by any person or entity that informs Idaho Champion that such person or entity is considering making a Merger Proposal. Such notice shall include a copy of all written communications and a description of the material terms and conditions of any proposal and provide such details of the proposal, inquiry or contact as GoldTrain may reasonably request, including without limitation, the identity of the person and controlling person, if any, making such proposal, inquiry or contact.

Idaho Champion shall not accept, approve or recommend or enter into any agreement in respect of a Merger Proposal on the basis that it constitutes a Superior Merger Proposal unless (i) it has provided GoldTrain with a copy of the Merger Proposal document which has been determined to be a Superior Merger Proposal, with such deletions as are necessary to protect confidential portions of such Merger Proposal document, provided that the material terms, conditions and the identity of the person and controlling person, if any, making the Merger Proposal may not be deleted, and (ii) five (5) Business Days (the "**Notice Period**") shall have elapsed from the later of the date on which GoldTrain received notice of Idaho Champion's determination of its intention to accept, approve or recommend an agreement in respect of such Merger Proposal and the date on which GoldTrain received a copy of the Merger Proposal document. During the Notice Period, Idaho Champion shall provide a reasonable opportunity to GoldTrain to consider, discuss and offer such adjustments to the terms and conditions of this Agreement as would

enable Idaho Champion to determine not to proceed with its recommendation to security holders with respect to the Merger Proposal, provided, however, that any such adjustment shall be at the discretion of the parties. The board of directors of Idaho Champion will review in good faith any offer made by GoldTrain to amend the terms of this Agreement in order to determine, in the board's discretion, as part of exercising its fiduciary duties, whether the proposed amendments would, upon acceptance, result in such Superior Merger Proposal ceasing to be a Superior Merger Proposal. If the board of directors of Idaho Champion determines that the Superior Merger Proposal would cease to be a Superior Merger Proposal, it will so advise GoldTrain and will accept the offer by GoldTrain to amend the terms of this Agreement and the parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing. Each successive material modification of any Merger Proposal or a Superior Merger Proposal shall constitute a new Merger Proposal for the purposes of this Section 5.4 and shall require a five (5) Business Day Notice Period from the date such amendment is communicated to the other party hereto, other than an amendment to improve upon a Superior Merger Proposal in respect of which the other party has been provided with an opportunity to amend the terms of this Agreement and such Superior Merger Proposal has not ceased to be a Superior Merger Proposal prior to the proposed amendment.

ARTICLE VI CONDITIONS TO CLOSING

6.1 **Conditions Precedent to Obligations of Idaho Champion.** The obligations of Idaho Champion to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of Idaho Champion and may be waived by Idaho Champion in whole or in part on or before the Closing):

- (a) Idaho Champion shall on or before the Closing have received from GoldTrain and Subco all documents and instruments as Idaho Champion may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) all of the representations and warranties of GoldTrain and Subco made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing and with the same effect as if made at and as of the Closing (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and Idaho Champion shall have received certificates dated as at the Effective Date in form satisfactory to Idaho Champion and its solicitors, acting reasonably, signed by a senior officer or director of GoldTrain and Subco on behalf of GoldTrain and Subco, respectively, certifying (without personal liability) as at the Effective Date the truth and correctness in all material respects of the representations and warranties of GoldTrain and Subco set out in this Agreement;
- (c) GoldTrain and Subco will have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing;
- (d) at the Closing, there shall have been no material adverse change in the condition (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of GoldTrain from that shown on or reflected in GoldTrain's Financial Statements;
- (e) all necessary corporate actions and proceedings shall have been taken by GoldTrain to permit the due and valid issuance by GoldTrain of the Exchange Shares at the Closing and upon the completion of the transactions contemplated hereunder such shares will be issued and outstanding as fully paid and non-assessable;
- (f) except as disclosed in this Agreement, neither GoldTrain nor Subco shall have any outstanding options, convertible securities, warrants or other convertible obligations, agreements or other commitments to allot, reserve, set aside, create, issue or sell any securities or any of its unissued share capital;

- (g) the authorized capital of GoldTrain shall consist of an unlimited number of common shares and an unlimited number of preferred shares of which immediately prior to the issuance of the Exchange Shares and the Post-Consolidation GoldTrain Warrants contemplated by Section 5.1(r), not more than 2,000,000 Post-Consolidation GoldTrain Shares (fully diluted) (and no preferred shares) shall be duly issued and outstanding as fully paid and non-assessable shares of GoldTrain, and the authorized capital of Subco consists of an unlimited number of common shares of which one common share of Subco shall be duly issued and outstanding;
- (h) there are currently no options outstanding under the GoldTrain stock option plan; the new GoldTrain board of directors may from time to time grant, under GoldTrain's incentive stock option plan, to officers, directors, employees and consultants of GoldTrain, options to acquire an aggregate number of Post-Consolidation GoldTrain Shares as is equal to 10% of the issued and outstanding Post-Consolidation GoldTrain Shares, on a post-transaction basis, at a price to be determined in compliance with the requirements of the GoldTrain stock option plan and any Exchange having jurisdiction;
- (i) the distribution of the Exchange Shares to the shareholders of Idaho Champion shall be exempt from the registration and prospectus requirements of the *Securities Act* (Ontario) or other applicable securities legislation in Canada and the United States;
- (j) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by GoldTrain in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Effective Date;
- (k) GoldTrain shall be a "reporting issuer" in good standing in the Provinces of Ontario, Alberta and British Columbia and neither GoldTrain nor its shares shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction;
- (l) GoldTrain shall have received the resignations of Frank Smeenk as an officer of GoldTrain and of Frank Smeenk and Carl McGill as directors of GoldTrain, shall have appointed Bruce Reid and Jonathan Buick and any other individuals be nominated by Idaho Champion as directors of GoldTrain and shall have appointed Bruce Reid as Chairman, Jonathan Buick as Chief Executive Officer and Julio DiGirolamo as Chief Financial Officer of GoldTrain;
- (m) upon Closing, all regulatory requirements shall have been or shall be capable of being satisfied, including satisfaction of the minimum listing requirements of an Exchange;
- (n) GoldTrain shall deliver, or cause to be delivered, to Idaho Champion on or before the Closing such other certificates, agreements or documents as may reasonably be required by Idaho Champion or its solicitors, acting reasonably, to give full effect to this Agreement;
- (o) at or prior to Closing, GoldTrain and Subco shall have filed all tax returns required to be filed by them prior to the date hereof in all applicable jurisdictions and shall have paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by them at such time, which tax returns shall properly reflect, and shall not in any respect understate the income, taxable income or the liability for taxes of GoldTrain or Subco in the relevant period and the liability of GoldTrain or Subco for the collection, payment and remittance of tax under applicable Tax Laws;
- (p) completion of the Current Financing in such amount as Idaho Champion and GoldTrain may agree upon for aggregate gross proceeds of up to such amount as may be determined by Idaho

Champion with the consent of GoldTrain at a price of not less than US\$0.20 per Idaho Champion Share;

- (q) completion of the GoldTrain Concurrent Financing in such amount as Idaho Champion and GoldTrain may agree upon for aggregate gross proceeds of up to such amount as may be determined GoldTrain with the consent of Idaho Champion at a price of not less than \$0.24 per Special Warrant;
- (r) GoldTrain having liabilities of not more than \$25,000 (exclusive of \$100,000 owed to Idaho Champion and exclusive of transactional and other costs incurred since December 31, 2017) and no other liabilities on the Effective Date;
- (s) approval of this Agreement by the boards of directors of Idaho Champion and GoldTrain by ordinary resolution and of the Amalgamation by the shareholders of Idaho Champion and Subco by special resolution;
- (t) approval by the shareholders of GoldTrain of the matters set forth in paragraph 5.1(a)(ii) hereof;
- (u) issuance of a Certificate of Amendment of GoldTrain under the *Canada Business Corporations Act* prior to the Closing effecting the Proposed Consolidation and the change of name;
- (v) upon Closing, GoldTrain and Subco shall have withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including the Effective Date; and
- (w) GoldTrain shall have delivered or caused to be delivered to Idaho Champion on or before the Closing such other certificates, agreements or documents as may reasonably be required by Idaho Champion or its solicitors, acting reasonably, to give full effect to this Agreement.

6.2 Conditions Precedent to Obligations of GoldTrain. The obligation of GoldTrain to complete the transactions contemplated hereunder shall be subject to the satisfaction of or compliance with, at or before the Closing, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of GoldTrain and may be waived by GoldTrain in writing, in whole or in part, on or before the Closing):

- (a) GoldTrain shall, on or before the Closing, have received from Idaho Champion all other documents and instruments as GoldTrain may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) the representations, warranties and covenants of Idaho Champion made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing and with the same effect as if made at and as of the Closing (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and GoldTrain shall have received a certificate of a senior officer of Idaho Champion dated as at the Effective Date in form satisfactory to GoldTrain's solicitors, acting reasonably, certifying (without personal liability) the truth and correctness in all material respects of the representations, warranties and covenants of Idaho Champion set out in this Agreement;
- (c) Idaho Champion shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Closing;
- (d) at the Closing, there shall have been no material adverse change in the condition (financial or otherwise), properties, assets, liabilities, earnings or business operations or prospects of Idaho Champion and its subsidiaries from that shown on or reflected in the Idaho Champion Financial Statements;

- (e) except as disclosed herein, Idaho Champion and its subsidiaries shall have outstanding no options, convertible securities, warrants or other convertible obligations, agreements or other commitments to allot, reserve, set aside, create, issue or sell any securities or any of its unissued share capital;
- (f) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by Idaho Champion in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Closing;
- (g) upon Closing, all regulatory requirements shall have been or shall be capable of being satisfied, including satisfaction of the minimum listing requirements of an Exchange;
- (h) completion of the Current Financing in such amount as Idaho Champion and GoldTrain may agree upon for aggregate gross proceeds of up to such amount as may be determined by Idaho Champion with the consent of GoldTrain at a price of not less than US\$0.20 per Idaho Champion Share;
- (i) completion of the GoldTrain Concurrent Financing in such amount as Idaho Champion and GoldTrain may agree upon for aggregate gross proceeds of up to such amount as may be determined GoldTrain with the consent of Idaho Champion at a price of not less than \$0.24 per Special Warrant;
- (j) approval of this Agreement by the boards of directors of Idaho Champion and GoldTrain by ordinary resolution and of the Amalgamation by the shareholders of Idaho Champion and Subco by special resolution;
- (k) approval by the shareholders of Idaho Champion of the matters set forth in paragraph 5.3(a)(ii) hereof; and
- (l) Idaho Champion shall have delivered or caused to be delivered to GoldTrain on or before the Closing such other certificates, agreements or documents as may reasonably be required by GoldTrain or its solicitors, acting reasonably, to give full effect to this Agreement.

ARTICLE VII TERMINATION

7.1 Termination

- (a) This Agreement may be terminated prior to the Effective Date:
 - (i) by the agreement of Idaho Champion and GoldTrain; or
 - (ii) by GoldTrain or by Idaho Champion if any condition in Article VI is not satisfied in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such terminating party; or
 - (iii) by GoldTrain or by Idaho Champion at any time after the Outside Date.
- (b) This Agreement shall be automatically terminated upon GoldTrain or Idaho Champion, as the case may be, entering into an agreement or arrangement with respect to a Superior Proposal or a Superior Merger Proposal, as the case may be, where the party entering into the agreement or arrangement complied with its obligations under Section 5.2 or 5.4 as applicable.

- 7.2 **Effect of Termination.** If this Agreement is terminated in accordance with Section 7.1, no party shall have any further liability to perform its obligations hereunder except as provided in Section 8.1 and as otherwise expressly contemplated hereby provided that neither the termination of this Agreement nor anything contained in Section 7.1 shall relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations or warranties or any non-performance by it of its covenants made herein.
- 7.3 **Break Fee.** In the event that this Agreement is terminated in accordance with Section 7.1 hereof, the loan received by GoldTrain from Idaho Champion in the amount of \$100,000 shall be forfeited to GoldTrain as a break fee and Idaho Champion shall be deemed to have released GoldTrain from any and all liability in respect thereof.

ARTICLE VIII GENERAL

8.1 **Confidentiality & Public Notices.** Except where compliance with this Section 8.1 would result in a breach of applicable law, all notices, releases, statements and communications to Third Parties, including employees of the parties and the press, relating to transactions contemplated by this Agreement will be made only in such manner as shall be authorized and approved by Idaho Champion, Idaho Champion when required, shall use its best efforts to provide such authorization and approval to GoldTrain in a timely manner as shall permit compliance by GoldTrain with all continuous disclosure to any regulatory authority or obligations under any applicable securities regulations. GoldTrain and Idaho Champion shall maintain the confidentiality of any information received from each other in connection with the transactions contemplated by this Agreement. In the event that the Amalgamation and the issuance of the Exchange Shares provided for in this Agreement are not consummated, each party shall return any confidential schedules, documents or other written information to the party who provided same in connection with this Agreement. Idaho Champion agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to GoldTrain or GoldTrain's Business discovered or acquired by it, its representatives or accountants as a result of GoldTrain making available to it, its representatives and accountants, any information, books, accounts, records or other data and information relating to GoldTrain or GoldTrain's Business and Idaho Champion agrees that it will not disclose, divulge or communicate orally, in writing or otherwise (directly or indirectly), any such information or confidential data so discovered or acquired by any other Person. GoldTrain agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to Idaho Champion or the Idaho Champion Business discovered or acquired by it, its representatives or accountants as a result of Idaho Champion making available to it, its representatives or accountants, any information, books, accounts, records or other data and information relating to Idaho Champion or the Idaho Champion Business and GoldTrain agrees that it will not disclose, divulge or communicate orally, in writing or otherwise, any such information or confidential data so discovered or acquired to any other Person.

8.2 **Notices.** All notices or other communications required to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by transmittal by telecopier or other form of recorded communication addressed to the recipient as follows:

(a) **To GoldTrain and Subco:**

141 Adelaide Street West
Suite 420
Toronto, ON M5H 3L5

Attention: Frank Smeenk, Chief Executive Officer
Fax: 416-363-7875

with a copy to:

Dickinson Wright LLP

199 Bay Street, Suite 2200
Commerce Court West
Toronto, ON M5L 1G4

Attention: Donald A. Sheldon
Fax: 416-865-1398

(b) **To Idaho Champion:**

401 Bay Street, Suite 2702
Toronto, ON M5H 2Y4

Attention: Jonathan Buick, Chief Executive Officer
Fax: 647-722-9652

with a copy to:

Petersen McVicar LLP
Suite 806
390 Bay Street
Toronto ON M5H 2Y2

Attention: Dennis Petersen
Fax: (416) 352-5693

or to such other address, telecopier number or individual as may be designated by notice given by either party to the other. Any such communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth Business Day following the deposit thereof in the mail and, if given by telecopier or other form of recorded communication, shall be deemed given and received on the date of such transmission if received prior to 5:00 p.m. (local time at the offices of the recipient) and on the next Business Day if it is received after 5:00 p.m. (local time at the offices of the recipient) on the date of its transmission. If the party giving any such communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery or by telecopier transmittal or other form of recorded communication.

8.3 **Expenses.** Except as otherwise provided herein, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

8.4 **No Personal Liability.**

- (a) No officer or director of GoldTrain or Subco shall have any personal liability whatsoever to Idaho Champion under this Agreement or pursuant to any other document delivered on behalf of GoldTrain in connection with this Agreement or the Amalgamation in the absence of fraud, fraudulent misrepresentation or wilful misconduct.
- (b) No officer or director of Idaho Champion shall have any personal liability whatsoever to GoldTrain or Subco under this Agreement or pursuant to any other document delivered on behalf of Idaho Champion in connection with this Agreement or the Amalgamation in the absence of fraud, fraudulent misrepresentation or wilful misconduct.

8.5 **Time of the Essence.** Time shall be of the essence hereof.

8.6 **Further Assurances.** The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party

shall execute and deliver such further documents, instruments, papers and information as may be reasonably requested by another party hereto in order to carry out the purpose and intent of this Agreement.

8.7 **Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the non-exclusive jurisdiction of the Courts of Ontario in any dispute that may arise hereunder.

8.8 **Counterparts.** For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument (and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement). A signed facsimile or telecopied copy of this Agreement shall be effective and valid proof of execution and delivery.

8.9 **Entire Agreement.** This Agreement, including the Schedules attached hereto, together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein. This Agreement may not be amended or modified in any respect except by written instrument signed by all parties.

8.10 **Severability.** The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained, and this Agreement shall be construed as if such invalid or unenforceable provision or covenant were omitted.

8.11 **Enurement.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and permitted assigns of the parties hereto.

8.12 **Waivers.** The parties hereto may, by written agreement:

- (a) extend the time for the performance of any of the obligations or other Act of the parties hereto;
- (b) waive any inaccuracies in the warranties, representations, covenants or other undertakings contained in this Agreement or in any document or certificate delivered pursuant to this agreement; or
- (c) waive compliance with or modify any of the warranties, representations, covenants or other undertakings or obligations contained in this Agreement and waive or modify performance by any of the parties thereto.

8.13 **Form of Documents.** All documents to be executed by GoldTrain and Subco and delivered to Idaho Champion on the Closing shall be in form and substance satisfactory to Idaho Champion acting reasonably. All documents to be executed by Idaho Champion and delivered to GoldTrain on the Closing shall be in a form and substance satisfactory to GoldTrain, acting reasonably.

8.14 **Construction Clause.** This Agreement has been negotiated and approved by counsel on behalf of all parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship of any of the provisions hereof.

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

IDAHO CHAMPION GOLD MINES LTD.

“Jonathan Buick”

Per: _____

Name: Jonathan Buick

Title: Chief Executive Officer

I have authority to bind the corporation.

GT SUBSIDIARY INC.

“Frank Smeenk”

Per: _____

Name: Frank Smeenk

Title: Chief Executive Officer

I have authority to bind the corporation.

GOLDTRAIN RESOURCES INC.

“Frank Smeenk”

Per: _____

Name: Frank Smeenk

Title: Chief Executive Officer

I have authority to bind the corporation.

Schedule 'A' – Idaho Champion Properties

1. **Baner Property** -- 11 mining claims (the “**Baner Project**”) in north central Idaho covering approximately 105 hectares (260 acres) and has staked approximately 204 mining claims covering more than 1,700 hectares of adjoining exploration ground (six of those mining claims (sometimes referred to as the “Sally Claims” covering the former Black Lady mine and former Lucky Strike mine areas) are currently disputed and alleged to have been staked at an earlier time by another prospector).

2. **Staked Ground** -- Idaho Champion Cobalt USA, Inc. (“**Cobalt Subco**”), a wholly owned subsidiary of Idaho Champion, has entered into an agreement pursuant to which it may acquire up to approximately 822 mining claims in northern Idaho covering approximately 6,871 hectares (16,975 acres) (the “**Cobalt Project**”).

3. **Property Subject to Agreement** -- Idaho Champion Gold Mines USA Inc., a wholly-owned subsidiary of Idaho Champion, in February of 2018 staked the Champagne Project covering 112 mineral claims near Idaho Falls covering approximately 936.3 hectares (2,313 acres). The Champagne project was a producing open pit heap leach mine from 1990 to 1993 by BEMA Gold. The Corporation does not consider the Champagne Project to be a material project.

Schedule 'B' – Idaho Champion Material Contracts

1. Letter Agreement dated November 20, 2017 between Idaho Champion Gold Mines Ltd. and GoldTrain regarding the business combination of the two companies pursuant to a three-conrened amalgamation.
2. Purchase and Sale Agreement dated April 12, 2018, 2018 between American Cobalt Corp. and Idaho Champion Cobalt USA, Inc. regarding certain mining claims in the state of Idaho.