VOTING AND SUPPORT AGREEMENT

THIS VOTING SUPPORT AGREEMENT (the "**Agreement**") is dated as of February 19, 2021.

B E T W E E N:

The Person executing this Agreement as the "**Securityholder**" (the "**Securityholder**")

- and -

WESTERN EXPLORATION LLC, a limited liability company under the laws of the State of Nevada ("**Western**")

RECITALS:

A. in connection with an arrangement agreement dated the date hereof, a copy of which is attached hereto as Schedule "A" (the "**Arrangement Agreement**"), Western is proposing to complete a reverse takeover of Crystal Peak Minerals Inc. (the "**Crystal**"), subject to the terms and conditions set forth in the Arrangement Agreement;

B. it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under the provisions of Division 5 of Part 9 of the *Business Corporations Act* (British Columbia);

C. the Securityholder is the beneficial owner, directly or indirectly, of the Subject Securities listed in the Securityholder's acceptance (the "**Acceptance**") page at the end of this Agreement.; and

D. this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

"**Acceptance**" has the meaning ascribed thereto in the Recitals;

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and "**control**" and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

"**Amended Transaction**" has the meaning ascribed thereto in Section 7.1(d);

"**Acceptance**" has the meaning ascribed thereto in the Recitals;

"**Arrangement**" has the meaning ascribed thereto in the Recitals;

"**Arrangement Agreement**" has the meaning ascribed thereto in the Recitals;

"**Crystal**" means Crystal Peak Mineral Inc., a corporation existing under the *Business Corporations Act* (Yukon), which is expected to be continued under the *Business Corporations Act* (British Columbia) prior to the Arrangement becoming effective subject to requisite approvals;

"**Crystal Options**" means options to purchase Crystal Shares;

"**Crystal Shares**" has the meaning ascribed thereto in the Recitals;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1(a);

"**Parties**" means the Securityholder and Western and "**Party**" means any one of them;

"**Resolutions**" has the meaning ascribed thereto in Section 3.1(b)(ii);

"**Subject Securities**" means, collectively, the Crystal Shares and other securities of Crystal listed in the Acceptance and any Crystal Shares acquired, directly or indirectly, by the Securityholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Securities may be converted into, exchanged for or otherwise changed into and any Crystal Shares in respect of which voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed, by the Securityholder or any of its affiliates.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and *vice versa*.

1.3 Headings

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.4 Date for any Action

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto time) on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. (Toronto time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to Western as follows and acknowledges that Western is relying on such representations and warranties in connection with entering into this Agreement and the Arrangement Agreement:

(a) the Securityholder is the sole beneficial owner of, or exercises control or direction over, the Subject Securities, with valid and marketable title thereto, free and clear of all claims, liens, charges, encumbrances and security interests other than those arising by operation of statute and no person has any agreement or option, or any right or privilege capable of becoming an agreement or option, for the purchase, acquisition or transfer of the Subject Securities;

(b) as of the date hereof: (i) the only securities of Crystal beneficially owned, directly or indirectly, or over which control or direction is exercised by the Securityholder are those listed in the Acceptance page of this Agreement, and (ii) the Securityholder has no other agreement, options, warrants or securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, securities of Crystal or any rights or privilege capable of becoming an agreement or option, for the purchase or acquisition by the Securityholder or transfer to the Securityholder of additional securities of Crystal or any interest therein;

(c) the Securityholder has the sole right to sell (or cause to be sold) all of the Subject Securities now held, and will have the right to sell (or cause to be sold) all securities of Crystal hereafter acquired by it;

(d) the Securityholder has the sole right to vote (or cause to vote) all of its Crystal Shares now held and will have the right to vote (or cause to vote) all Crystal Shares hereafter acquired by it;

(e) the Securityholder has the necessary capacity and authority to enter into this Agreement and to perform its obligations hereunder and, if the Securityholder is not an individual, is duly organized under the laws of its jurisdiction of incorporation or formation and is validly existing and has the necessary corporate or other power and authority to enter into this Agreement and to perform its obligations hereunder; and

(f) the Securityholder is duly authorized to execute and deliver this Agreement and this Agreement has been duly executed and delivered and is a valid and binding agreement, enforceable against the Securityholder in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction, and the performance by the Securityholder of its obligations hereunder will not constitute a violation or breach of or default under, or conflict with (i) any contract, commitment, agreement, understanding or arrangement of any kind to which the Securityholder is or will be a party and by which the

Securityholder is or will be bound at the time of such consummation, (ii) to its knowledge, any applicable Laws, and (iii) its constating documents (if the Securityholder is not an individual).

2.2 Representations and Warranties of Western

Western hereby represents and warrants to the Securityholder that: (a) Western is duly organized under the laws of its jurisdiction of incorporation or formation and is validly existing and has the necessary corporate or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and (b) Western is duly authorized to execute and deliver this Agreement and upon execution and delivery, this Agreement will be a valid and binding agreement, enforceable against Western in accordance with its terms, except as may be limited by bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction, and the performance by Western of its obligations hereunder will not constitute a violation or breach of or default under, or conflict with (i) its constating documents, (ii) any applicable Laws, or (ii) any contract, commitment or agreement to which Western is a party and by which it is bound. Western acknowledges that the Securityholder is relying on such representations and warranties in connection with entering into this Agreement.

ARTICLE 3
COVENANTS

3.1 Covenants of the Securityholder

(a) The Securityholder hereby covenants with Western that, from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Securityholder will not, and the Securityholder will ensure that no beneficial owner of the Subject Securities will:

(i) without having first obtained the prior written consent of Western, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Securities or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or an Alternative Transaction (as defined herein);

(ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Securities into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Securities; or

(iii) requisition or join in the requisition of any meeting of any of the securityholders of Crystal for the purpose of considering any resolution that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit Western in connection with the Arrangement;

(b) The Securityholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Securities listed opposite its name on the Acceptance hereto:

(i) at any meeting of any of the securityholders of Crystal at which the Securityholder or any beneficial owner of Subject Securities is entitled to vote, including the Crystal Meeting; and

(ii) in any action by written consent of the securityholders of Crystal,

in favour of the approval, consent, ratification and adoption of any matters in the Circular, including, for the avoidance of doubt, the Continuance Resolution, the Arrangement Resolution, the Compensation Plan Amendments Resolution, and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement) (collectively, the "**Resolutions**"). In connection with the foregoing, subject to this Section (b), the Securityholder hereby agrees to deposit and to cause any beneficial owners of Subject Securities to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Securities as soon as practicable following the mailing of the Circular and in any event at least ten (10) calendar days prior to the Crystal Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Securities in favour of the Resolutions. The Securityholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Securityholder might have unless this Agreement has at such time been previously terminated in accordance with Section 6.1. The Securityholder will provide copies of each such proxy or voting instruction form referred to above to Western at the address below concurrently with its delivery as provided for above.

(c) The Securityholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Securityholder agrees not to, directly or indirectly, grant or deliver any other proxy, power of attorney or voting instruction form that may conflict or be inconsistent with the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

(d) The Securityholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Securities against any proposed action by Crystal, any shareholder of Crystal, any of Crystal's subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or similar transaction involving Crystal or any subsidiary of Crystal, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the constating documents of Crystal or any of its subsidiaries or their respective corporate structures or capitalization (other than as contemplated in the Arrangement Agreement); or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of Crystal under the Arrangement Agreement if such breach requires securityholder approval.

(e) Subject to Section 4.1, the Securityholder, in its capacity as an owner of the Subject Securities, hereby covenants, undertakes and agrees, in the event that any transaction, other than the Arrangement, which would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit Western in connection with the Arrangement, is presented for approval of, or acceptance by, the Securityholders, whether or not it may be recommended by the Crystal Board, not to directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities, and, in the event the Crystal Board makes a Change in Crystal Recommendation, the Securityholder will, in its capacity as an owner of the Subject Securities, if, when and in the manner requested by Western, publicly affirm its commitment to vote in favour of the Arrangement.

(f) Until the Expiry Time, the Securityholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:

(i) solicit proxies or become a participant in a solicitation in opposition to or competition with Western in connection with the Arrangement;

(ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit Western in connection with the Arrangement;

(iii) act jointly or in concert with others with respect to voting securities of Crystal for the purpose of opposing or competing with Western in connection with the Arrangement;

(iv) solicit, initiate, encourage or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of Crystal or any subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal (other than an Acquisition Proposal made by Western or an affiliate of Western pursuant to the Arrangement Agreement);

(v) participate in any discussions or negotiations with any Person (other than Western) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal (other than an Acquisition Proposal made by Western or an affiliate of Western pursuant to the Arrangement Agreement); or

(vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.

(g) The Securityholder will not, and the Securityholder will ensure that no beneficial owner of Subject Securities will: (i) exercise any dissent rights in respect of the Arrangement; or (ii) take any other action of any kind that would reasonably be regarded as likely to adversely affect, reduce the success of, materially delay or interfere with the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement.

(h) The Securityholder will, and will cause each of its affiliates to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than Western) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.

(i) The Securityholder hereby consents to:

(i) details of this Agreement being set out in any press release, information circular, including the Circular, and court documents produced by Crystal, Western or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and

(ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.

(j) Except as required by Law or applicable stock exchange requirements, the Securityholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of Western.

ARTICLE 4
DIRECTORS OR OFFICERS

4.1 Directors or Officers of Crystal

Western acknowledges that the Securityholder is entering into this Agreement in its capacity as an owner of the Subject Securities and that, if the Securityholder is a director or officer of Crystal, nothing contained in this Agreement shall restrict, limit or prohibit such director or officer from taking actions solely in such capacity in compliance with the Arrangement Agreement. Without limiting the foregoing, Western acknowledges and agrees that the Securityholder may take any action in his or her capacity as director or officer of Crystal to discharge such Securityholder's fiduciary duties as a director and/or officer of Crystal, provided that any such action is permitted by and is done in compliance with the Arrangement Agreement.

ARTICLE 5
RELEASE

5.1 Release

Effective as at the Effective Time, the Securityholder and any of its affiliates or subsidiaries hereby unconditionally and irrevocably release, waive and forever discharge Crystal and its directors, officers, employees and agents of and from any and all actions, causes of action, claims and demands of any nature whatsoever and from any and all liabilities, suits, debts, covenants, contracts, controversies, agreements, promises, damages, judgments and executions of any nature or kind whatsoever, at law or in equity, which the Securityholder or any of its affiliates or subsidiaries ever had, now has, or hereafter can, will, or may have against Crystal and/or its directors, officers, employees and agents for, upon, or by reason of any matter, cause, or thing whatsoever, including but not limited to, any actions, causes of action, claims and demands of any nature whatsoever arising out of or relating to or in connection with any amounts, costs or expenses owing, outstanding or payable under the restructuring implementation agreement dated October 1, 2020 among EMR Capital Investment (No. 5B) Pte Ltd., Crystal and Peak Minerals Inc. (the "**Restructuring Agreement**") or otherwise and fully waive and release Crystal and its directors, officers, employees and agents with respect to any entitlement to such amounts, costs or expenses owing, outstanding or payable to the Securityholder or any of its affiliates or subsidiaries, provided that prior to or at the Effective Time Crystal pays and the Securityholder is in receipt of US$30,000 representing the Securityholder's reasonable and documented legal fees (the "**EMR Payable**") in connection with the Restructuring Agreement in accordance with Section 3.5 of the Restructuring Agreement. Notwithstanding the foregoing, to the extent unrestricted cash available to Crystal at the earlier of (i) April 30, 2021 or (ii) the closing of the Arrangement is less than US$190,000, that portion of the EMR Payable which, if paid, would result in Crystal holding less than US$190,000, will be canceled and all of Crystal's obligations to pay that portion of the EMR Payable shall be terminated and released at the closing of the Arrangement and this unconditional and irrevocable release in favour of Crystal and/or its directors, officers, employees and agents granted by the Securityholder and any of its affiliates or subsidiaries shall be effective as at the Effective Time without any further act or formality in respect of that portion of the EMR Payable.

ARTICLE 6
TERMINATION

6.1 Termination

(a) The obligations hereunder of the Securityholder shall only terminate upon the earlier of:

(i) the Effective Time;

(ii) the mutual written agreement of the Securityholder, on the one hand, and Western, on the other hand;

(iii) the date, if any, upon which the Arrangement Agreement is amended in any manner to provide for terms and conditions that are materially different from a financial perspective to the Securityholder than is provided for in the Arrangement Agreement as at the date hereof; or

(iv) the termination of the Arrangement Agreement in accordance with its terms.

(b) If this Agreement is terminated as provided in Section 6.1(a) above, this Agreement shall forthwith become void and of no further force or effect and there shall be no liability on the part of any Party, provided that the foregoing shall not relieve any Party from any liability for any breach of this Agreement arising prior to such termination.

ARTICLE 7
AMENDMENT

7.1 Amendment

(a) Except as expressly set forth herein, this Agreement (together with all other documents and instruments referred to herein) constitutes the entire agreement between the Parties with respect to the subject matter hereof and may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the Parties.

(b) In the event that Western and Crystal enter into a binding written agreement to implement and complete any alternative transaction structure (an "**Amended Transaction**"), the Securityholder shall support the completion of the Amended Transaction, provided that the terms and conditions of the Amended Transaction are not materially different from a financial perspective to the Securityholder than the terms and conditions of the Arrangement.

(c) Subject to Section 7.1(b), if any Amended Transaction involves a meeting or meetings of securityholders of Crystal, the Securityholder shall vote (or cause to be voted) all of the Subject Securities in favour of any matters necessary or ancillary to the completion of the Amended Transaction and waives, and agrees not to assert or exercise, any dissent rights or similar rights under any applicable Laws in connection with the Amended Transaction.

(d) Subject to Section 7.1(b), in the event of any proposed Amended Transaction, the references in this Agreement to the Arrangement shall be deemed to be changed to "**Amended Transaction**" (unless the context otherwise requires) and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Amended Transaction.

(e) Subject to Section 7.1(b), in the event of any binding written agreement between Western and Crystal to implement an Amended Transaction, on the request of Western, the Securityholder shall execute and deliver an agreement in writing giving effect to and evidencing the foregoing and such other amendments to this Agreement as may be reasonably necessary to give effect to the foregoing.

ARTICLE 8
ASSIGNMENT

8.1 Assignment

No Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that Western may: (i) assign any or all of its rights, interests and/or obligations under this Agreement to any direct or indirect subsidiary or any affiliate; and/or (ii) designate one or more of its direct or indirect subsidiaries or affiliates as Western for any or all purposes hereunder, but no such assignment or designation shall release Western from its liabilities and obligations hereunder.

ARTICLE 9
GENERAL

9.1 Further Assurances

The Securityholder shall, from time to time and at all times hereafter at the request of Western but without further consideration, do and perform all such further acts, matters and things and execute and deliver all such further documents, deeds, assignments, agreements, notices and writings and give such further assurances as shall be reasonably required for the purpose of giving effect to this Agreement.

9.2 Successors; No Third Party Beneficiaries

This Agreement shall be binding upon, enure to the benefit of and be enforceable by Western and the Securityholder and their respective executors, administrators, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the Parties or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.3 Time Of The Essence

Time is of the essence of this Agreement.

9.4 Unenforceable Terms

If any provision of this Agreement or the application thereof to any Party or circumstance is invalid or unenforceable to any extent then the remainder of this Agreement or application of such provision to a Party or circumstance (other than those to which it is held invalid or unenforceable) is not affected thereby and each remaining provision of this Agreement is valid and is enforceable to the fullest extent permitted by Law.

9.5 Applicable Law

(a) This Agreement is to be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to any conflicts of law provisions, and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

(b) The parties hereto waive the application of any rule of Law otherwise applicable in connection with the construction of this Agreement, which provides that ambiguous or conflicting terms or provisions should be construed against the Party that (or counsel of which) prepared the executed agreement or any earlier draft of the same.

9.6 Notice

Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if delivered:

(a) in the case of the Securityholder, to the address appearing in the Acceptance page of this Agreement; and

(b) in the case of Western, to:

Western Exploration LLC
121 Woodland Avenue, Suite 140
Reno, NV 89523

Attention: Darcy Marud
Email: dmarud@westernexploration.com

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

Coral Reef Capital LLC
1Rockefeller Center, Suite 2300
New York, NY 10020

Attention: Marceau Schlumberger and John Rogers
Email: marceau@coralreefcap.com
john@coralreefcap.com

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

Bennett Jones LLP
Suite 3400, One First Canadian Place,
P.O. Box 130
Toronto, ON M5X 1A4

Attention: Sander A.J.R. Grieve
Email: grieves@bennettjones.com

or to such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this paragraph. Any notice or other communication given or made is deemed to have been duly given or made as at the date delivered or sent if delivered personally or sent by fax transmission at the address for service provided herein during normal business hours on a business day, or otherwise on the next business day.

9.7 Enforcement

The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto are entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, on an exclusive basis, in any court of the Province of Ontario having jurisdiction, this being in addition to any other remedy to which such party is entitled at law or in equity.

9.8 Expenses

The parties hereto agree to pay their own respective expenses incurred in connection with this Agreement. This section shall survive the termination of this Agreement pursuant to Section 6.16.1(a) (notwithstanding, for the avoidance of doubt, Section 6.1(b)).

9.9 Disclosure

The parties hereto hereby consent to the disclosure of the substance of this Agreement in any press release required by applicable Laws or any circular relating to the Crystal Meeting and to the filing of this Agreement as may be required pursuant to applicable Laws. A copy of this Agreement may be provided to Crystal.

9.10 Counterpart Execution

This Agreement and all documents and instruments contemplated hereby may be executed in one or more counterparts, which together shall be deemed to constitute one valid and binding agreement or instrument, as the case may be. Delivery of the counterparts may be effected by means of portable document format (pdf), DocuSign or other electronic means.

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

WESTERN EXPLORATION LLC

By: (Signed) ***"Darcy Marud"***
Name: Darcy Marud
Title: President & Chief Executive Officer

ACCEPTANCE BY SECURITYHOLDER

The foregoing is hereby accepted as of and with effect from the 19th day of February, 2021 and the undersigned hereby confirms that the undersigned beneficially owns, directly or indirectly, or has control or direction over, the Crystal Shares and Crystal Options noted below, and no other securities of Crystal:

63,289,773 Voting Shares and
4,182 Not Voting Shares
Number of Crystal Shares

Number of Crystal Options

(Signed) ***"Lee Thau Kbon David"***
Signature of Securityholder or, if a corporation, authorized signing officer

Lee Thau Kbon David
Director. EMR Capital Investment (No.SB) Pte. Ltd.
Name of Securityholder (Please print)

Address of Securityholder:

Name: EMR Capital Investment (No.SB) Pte. Ltd.

Address: [redacted]

[redacted]

E-mail: [redacted]

SCHEDULE "A"
ARRANGEMENT AGREEMENT

See attached.

Execution Copy

ARRANGEMENT AGREEMENT

between

CRYSTAL PEAK MINERALS INC.

and

WESTERN EXPLORATION LLC

Dated February 19, 2021

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ARRANGEMENT AGREEMENT

THIS AGREEMENT dated the 19th day of February, 2021.

BETWEEN:

CRYSTAL PEAK MINERALS INC.

a corporation existing under the
Business Corporations Act (Yukon)

(hereinafter referred to as "**Crystal**")

\- and -

WESTERN EXPLORATION LLC,

a limited liability company existing under
the laws of the state of Nevada*,*

(hereinafter referred to as "**Western**")

RECITALS

WHEREAS the Crystal Board has unanimously determined that the business combination to be effected by way of the Plan of Arrangement is advisable and in the best interest of Crystal and the Crystal Shareholders and that the Arrangement is fair to the Crystal Shareholders;

AND WHEREAS the Crystal Board has approved the transactions contemplated by this Arrangement Agreement and unanimously determined to recommend approval of the Continuance Resolution and the Arrangement Resolution to the Crystal Shareholders;

AND WHEREAS the Western Board has unanimously determined that the business combination to be effected by way of the Plan of Arrangement is advisable and in the best interest of Western and that the consideration is fair to Western;

AND WHEREAS Crystal and Western intend that following a continuance of Crystal from the YBCA to the BCBCA, the proposed business combination be effected by way of a Plan of Arrangement under the provisions of the *Business Corporations Act* (British Columbia) and in furtherance of such business combination, the Crystal Board has agreed to submit the Continuance Resolution and the Arrangement Resolution to the Crystal Shareholders and the Court for approval;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT 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 by each of the Parties, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

In this Arrangement Agreement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

(a) "**Acquisition Proposal**" means, other than the transactions involving the Parties contemplated by this Arrangement Agreement, any *bona fide* proposal or offer regarding (i) any merger, take-over bid, amalgamation, plan of arrangement, share exchange, business combination, consolidation, recapitalization, reorganization or similar transaction, or any liquidation, dissolution or winding-up in respect of Crystal; (ii) any sale (or any lease, long-term supply arrangement, license or other arrangement having the same economic effect as a sale) of the assets of Crystal representing 20% or more of the consolidated assets, revenues or earnings of Crystal; (iii) any sale or issuance of shares or other equity interests (or securities convertible into or exercisable for such shares or other equity interests) in the capital of Crystal representing 20% or more of the issued and outstanding equity or voting interests of Crystal; (iv) any sale of an interest in any material mineral property or material joint venture of Crystal; or (v) any proposal or offer to, or public announcement of an intention to do, any of the foregoing from any Person other than Western;

(b) "**Agreed Transaction Expenses**" means all fees, costs and expenses incurred by Crystal, including all legal, accounting and tax related costs, in connection with the Plan of Arrangement, the Crystal Financing, this Arrangement Agreement and the transactions contemplated herein, up to a maximum of $125,000;

(c) "**Applicable Securities Laws**" means the Securities Act and the regulations thereunder and all other applicable Canadian securities laws;

(d) "**Arrangement**" means an arrangement under the provisions of Division 5 of Part 9 of the BCBCA on the terms and conditions set forth in the Plan of Arrangement, subject to any amendment or supplement thereto made in accordance therewith, herewith or made at the direction of the Court in the Final Order;

(e) "**Arrangement Agreement**" or "**Agreement**" means this arrangement agreement, together with the Crystal Disclosure Letter and the Western Disclosure Letter and the schedules attached hereto, as amended, amended and restated or supplemented from time to time;

(f) "**Arrangement Resolution**" means the special resolution of the Crystal Shareholders approving the Arrangement, the Plan of Arrangement and this Arrangement Agreement, substantially in the form set out in Schedule "C";

(g) "**Aura Technical Report**" means the report entitled "Updated Resource Estimates And Technical Report Aura Gold-Silver Project Elko County, Nevada" with an effective date of July 20, 2020, prepared by Steven J. Ristorcelli CPG, Peter Ronning P. Eng., and Jack S. McPartland M.M.S.A in accordance with NI 43-101;

(h) "**Authorization**" means any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, whether or not having the force of Law;

(i) "**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder;

(j) "**Business Day**" means any day, other than a Saturday, a Sunday or a statutory holiday in Toronto, Ontario or Vancouver, British Columbia;

(k) "**Change in Crystal Recommendation**" shall have the meaning ascribed thereto in Subsection 5.1(b)(iii)(A);

(l) "**Circular**" means the notice of the Crystal Meeting and accompanying management information circular, including all schedules thereto and documents incorporated by reference therein, to be sent to Crystal Shareholders in connection with the Crystal Meeting, and includes any amendments thereto;

(m) "**Compensation Plan Amendments Resolution**" means the ordinary resolutions of the Crystal Shareholders approving the new Crystal equity compensation plans, including (a) a stock option plan, (b) a restricted share unit plan, (c) a deferred share unit plan and (d) an employee share purchase plan, as requested by and in form and substance satisfactory to Western, acting reasonably, to become effective upon the completion of the Arrangement;

(n) "**Completion Deadline**" means the date by which the transactions contemplated by this Arrangement Agreement are to be completed, which date shall be on or prior to June 30, 2021, or such later date as may be agreed to by the Parties;

(o) "**Consolidation**" means consolidating the Crystal Shares on the basis of one (1) Post-Consolidation Crystal Share for each four hundred and ninety point ninety seven (490.97) Pre-Consolidation Crystal Shares, as constituted immediately before the consolidation;

(p) "**Contracts**" means any contract, agreement, license, franchise, lease, arrangement or other right or obligation to which either of the Parties or any of their respective Subsidiaries is a party or by which either of the Parties or any of their respective Subsidiaries is bound or affected or to which any of their respective properties or assets is subject;

(q) "**Continuance**" means, prior to the Arrangement, the continuance of Crystal from the Yukon under the YBCA to British Columbia under the BCBCA, on the terms and subject to the conditions set out in the Arrangement Agreement and the Plan of Arrangement;

(r) "**Continuance Resolution**" means the special resolution of the Crystal Shareholders approving the Continuance and the adoption of the notice of articles and articles in substitution for the existing articles and by-laws of Crystal, effective upon the Continuance, substantially in the form set out in Schedule "B";

(s) "**Court**" means the Supreme Court of British Columbia;

(t) "**Crystal**" means Crystal Peak Minerals Inc., a corporation existing under the YBCA;

(u) "**Crystal Board**" means the board of directors of Crystal;

(v) "**Crystal Disclosure Letter**" means the letter dated of even date herewith and delivered by Crystal to Western in the form accepted by and on behalf of Western with respect to certain matters in this Arrangement Agreement;

(w) "**Crystal Dissent Procedures**" means the procedures to be taken by a Crystal Shareholder in exercising Crystal Dissent Rights;

(x) "**Crystal Dissent Rights**" means the rights of dissent to be provided to Crystal Shareholders in respect of (i) the Arrangement under the BCBCA as contemplated in the Plan of Arrangement, and (ii) the Continuance Resolution under the YBCA;

(y) "**Crystal Financial Statements**" shall have the meaning ascribed thereto in Section 3.1(f);

(z) "**Crystal Financing**" means the subscription receipt financing of Crystal, raising aggregate gross proceeds of at least $10 million, to be completed upon completion of the Arrangement;

(aa) "**Crystal Meeting**" means the special meeting of the Crystal Shareholders, including any adjournments or postponements thereof, to be held to, among other things, consider and, if deemed advisable, to approve the Continuance Resolution and the Arrangement Resolution;

(bb) "**Crystal Options**" means all options to purchase Crystal Shares outstanding immediately prior to the Effective Time and issued pursuant to the Crystal Stock Option Plan and detailed in the Crystal Disclosure Letter;

(cc) "**Crystal Public Documents**" shall have the meaning ascribed thereto in Section 3.1(d);

(dd) "**Crystal Shareholder Approval**" shall have the meaning ascribed to such term in Subsection 2.2(a)(iii);

(ee) "**Crystal Shareholders**" means, at any time, the holders of Crystal Shares;

(ff) "**Crystal Shares**" means common shares in the capital of Crystal;

(gg) "**Crystal Stock Option Plan**" means the stock option plan of Crystal, as amended, amended and restated or supplemented from time to time, and as approved by the Crystal Shareholders and described in the most recent management information circular of Crystal filed on SEDAR;

(hh) "**Crystal Support Agreements**" means the voting and support agreements dated the date hereof and made between Western and each of the Crystal Supporting Shareholders;

(ii) "**Crystal Supporting Shareholders**" means the Persons who are party to the Crystal Support Agreements, as specified in the Crystal Disclosure Letter;

(jj) "**Crystal Termination Fee**" means a cash termination payment in an amount equal to $390,000 payable by Crystal to Western upon the occurrence of a Crystal Termination Fee Event;

(kk) "**Crystal Termination Fee Event**" shall have the meaning ascribed thereto in Section 7.3(c);

(ll) "**Effective Date**" means the Effective Date as defined in the Plan of Arrangement;

(mm) "**Effective Time**" means the Effective Time as defined in the Plan of Arrangement;

(nn) "**Encumbrance**" includes any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, adverse claim, other third Person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

(oo) "**Environmental Approvals**" means all permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Entity pursuant to any Environmental Law;

(pp) "**Environmental Laws**" means all applicable Laws, including applicable common law, relating to the protection of the environment and public health and safety, and includes Environmental Approvals;

(qq) "**Final Order**" means the order of the Court pursuant to Section 291 of the BCBCA, in form acceptable to Western and Crystal, each acting reasonably, approving the Arrangement, as such order may be amended at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

(rr) "**Governmental Entity**" means:

(i) any supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing;

(ii) any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court; and

(iii) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies;

(ss) "**Hazardous Substance**" means any chemical, material or substance in any form, whether solid, liquid, gaseous, semisolid or any combination thereof, whether waste material, raw material, finished product, intermediate product, by-product or any other material or article, that is listed or regulated under any Environmental Laws as a hazardous substance, toxic substance or contaminant or is otherwise listed or regulated under any Environmental Laws because it poses a hazard to human health or the environment;

(tt) "**IFRS**" means International Financial Reporting Standards formulated by the International Accounting Standards Board, as updated and amended from time to time;

(uu) "**Indemnified Party**" shall have the meaning ascribed thereto in Section 9.5;

(vv) "**Interim Order**" means the interim order of the Court pursuant to Section 291 of the BCBCA, made in connection with the Arrangement, as such order may be amended, supplemented or varied by the Court with the consent of the Parties, each acting reasonably;

(ww) "**Laws**" means any laws, including, without limitation, supranational, national, provincial, state, municipal and local civil, commercial, banking, tax, personal and real property, security, mining, environmental, water, energy, investment, property ownership, land use and zoning, sanitary, occupational health and safety laws, treaties, statutes, ordinances, judgments, decrees, injunctions, writs, certificates and orders, by- laws, rules, regulations, ordinances, protocols, codes, guidelines, policies, notices, directions or other requirements of any Governmental Entity;

(xx) "**Letter Agreement**" means the non-binding letter agreement dated as of January 21, 2021 between Western and Crystal in respect of the Arrangement, as amended from time to time;

(yy) "**Liability**" of any Person shall mean and include: (i) any right against such Person to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; (ii) any right against such Person to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to any equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured; and (iii) any obligation of such Person for the performance of any covenant or agreement (whether for the payment of money or otherwise);

(zz) "**Material Adverse Change**" means, in respect of any Person, any one or more changes, events or occurrences, and "**Material Adverse Effect**" means, in respect of any Person, an effect which, in either case, either individually or in the aggregate, is, or would reasonably be expected to be, material and adverse to the business, properties, assets, liabilities (including, without limitation, any contingent liabilities that may arise through outstanding or pending litigation), capitalization, financial condition or operations of that Person and its subsidiaries taken as a whole, other than any effect:

(i) relating to the Canadian economy, political conditions or securities markets in general;

(ii) affecting the global gold mining industry in general;

(iii) relating to changes in the market price of precious metals or relating to changes in currency exchange rates, interest rates, monetary policy or inflation;

(iv) relating to any generally applicable change in applicable Laws or regulations (other than orders, judgments or decrees against that Person or any of its subsidiaries) or generally applicable change in IFRS; or

(v) relating to a change in the market trading price of shares or trading volume of that Person, either:

(A) related to this Agreement and the Arrangement or the announcement thereof; or

(B) primarily resulting from a change, effect, event or occurrence excluded from this definition of Material Adverse Effect under clause (i), (ii), (iii) or (iv) hereof;

provided, however, that such effect referred to in clause (i), (ii), (iii) or (iv) above does not primarily relate only to (or have the effect of primarily relating only to) that Person and its subsidiaries, taken as a whole, or disproportionately adversely affect that Person and its subsidiaries, taken as a whole, compared to other companies of similar size operating in the industry in which that Person and its subsidiaries operate;

(aaa) "**New Parent LLC**" means WEXP, LLC, a limited liability company existing under the laws of the state of Nevada, which will hold all of the Western Interests immediately prior to the Effective Time;

(bbb) "**New Parent Interests**" means all of the membership interests in New Parent LLC, as recorded in the register of members immediately prior to the Effective Time;

(ccc) "**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

(ddd) **"Parties**" means, together, Crystal and Western, and "**Party**" means either of them;

(eee) "**Person**" means an individual, partnership, association, body corporate, joint venture, business organization, trustee, executor, administrative legal representative, Governmental Entity or any other entity, whether or not having legal status;

(fff) "**Plan of Arrangement**" means a plan of arrangement substantially in the form and content of Schedule "A" attached hereto and any amendment or variation thereto made in accordance with the Plan of Arrangement or Section 8.3;

(ggg) "**Post-Consolidation Crystal Share"** means a Crystal Share after giving effect to the Consolidation.

(hhh) "**Pre-Consolidation Crystal Share**" means a Crystal Share prior to giving effect to the Consolidation.

(iii) "**Registrar**" means the person appointed as the Registrar of Companies under Section 400 of the BCBCA;

(jjj) "**Related Party Payables**" means all amounts owed by Crystal to certain Crystal Shareholders as of the closing of the Arrangement, as disclosed in the Crystal Disclosure Letter;

(kkk) "**Release**" shall mean any release, spill, leak, discharge, abandonment, disposal, pumping, pouring, emitting, emptying, injecting, leaching, dumping, depositing, dispersing into or through the environment (including ambient air, surface water, ground water, land surface and subsurface strata or within any building, structure, facility or fixture) of any Hazardous Substance, including the abandonment or discarding of Hazardous Substances in barrels, drums, tanks or other containers;

(lll) "**Remedial Action**" shall mean any investigation, feasibility study, monitoring, testing, sampling, removal (including removal of underground storage tanks), restoration, clean-up, remediation, closure, site restoration, remedial response or remedial work;

(mmm) "**Representatives**" shall have the meaning ascribed thereto in Section 7.1(a);

(nnn) "**Right to Match Period**" shall have the meaning ascribed thereto in Section 7.1(i)(iv);

(ooo) "**SEC**" means the U.S. Securities and Exchange Commission;

(ppp) "**Securities Act**" means the *Securities Act* (British Columbia) and the rules, regulations and published policies made thereunder;

(qqq) "**Securities Authorities**" means the securities regulatory authorities in each of the provinces and territories of Canada;

(rrr) "**SEDAR**" means the System for Electronic Analysis and Retrieval;

(sss) "**Subsidiary**" means, with respect to a specified body corporate, any body corporate of which the specified body corporate is entitled to elect a majority of the directors thereof and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to such a body corporate, excluding any body corporate in respect of which such direction or control is not exercised by the specified body corporate as a result of any existing contract, agreement or commitment;

(ttt) "**Superior Proposal**" means a *bona fide* written Acquisition Proposal, substituting "50%" for each reference to "20%" contained in the definition of Acquisition Proposal, made by a third party subsequent to the date hereof (other than Western) that: (i) did not result from a breach of the provisions of Section 7.1; (ii) complies with all Applicable Securities Laws; (iii) in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to the satisfaction of the Crystal Board, acting in good faith (after consultation with its financial advisors and outside legal counsel), will be obtained; (iv) is not subject to any due diligence and/or access condition; and (v) the Crystal Board has determined in good faith (after consultation with its financial advisors and outside legal counsel) is (A) reasonably capable of completion taking into account all legal, financial, regulatory timing and other aspects of such Acquisition Proposal and the Person making such Acquisition Proposal, and (B) would reasonably be expected, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable from a financial point of view to the Crystal Shareholders than the Arrangement (including, without limitation, any adjustment to the terms and conditions of the Arrangement proposed by Western pursuant to Section 7.2);

(uuu) "**Tax**" and "**Taxes**" means all federal, state, local, provincial, branch or other taxes, including, without limitation, income, gross receipts, windfall profits, value added, ad valorem, property, capital, net worth, production, sales, use, licence, excise, franchise, employment, sales taxes, use taxes, value added taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, pension plan premiums, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, mining taxes, alternative or add-on minimum taxes, goods and services tax, harmonized sales tax, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Entity, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties;

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

(www) "**Tax Returns**" means all returns, schedules, elections, declarations, reports, information returns, notices, forms, statements and other documents made, prepared or filed with any taxing authority or required to be made, prepared or filed with any Governmental Entity relating to Taxes;

(xxx) "**Third Party Confidentiality Agreement**" shall have the meaning ascribed thereto in Section 7.1(f);

(yyy) "**Transaction Personal Information**" shall have the meaning ascribed thereto in Section 9.1;

(zzz) "**TSXV**" means the TSX Venture Exchange;

(aaaa) "**U.S. Person**" shall have the meaning ascribed thereto in Rule 902(k) of Regulation S under the 1933 Act;

(bbbb) "**U.S. Securities Administrators**" means, collectively, the SEC and any state securities commission or similar regulatory authority of any state of the United States;

(cccc) "**U.S. Securities Law**" means all applicable securities legislation in the United States, including without limitation, the 1933 Act and the 1934 Act, and the rules and regulations promulgated thereunder, including judicial and administrative interpretations thereof, and the securities laws of the states of the United States;

(dddd) "**Western**" means Western Exploration LLC, a limited liability company existing under the laws of the state of Nevada;

(eeee) "**Western Board**" means the members of Western;

(ffff) "**Western Contribution**" means the contribution pursuant to which the Western Members will contribute all of their Western Interests for New Parent Interests in accordance with the terms and conditions of the Western Contribution Agreement;

(gggg) "**Western Contribution Agreement**" means one or more agreements, which shall be in a form and on terms acceptable to Western, acting reasonably, with each Western Member, pursuant to which such Western Member will contribute all of their Western Interests, free and clear of all Encumbrances, to New Parent LLC;

(hhhh) "**Western Disclosure Letter**" means the letter dated of even date herewith and delivered by Western to Crystal in the form accepted by and initialed on behalf of such party with respect to certain matters in this Arrangement Agreement;

(iiii) "**Western Financial Statements**" shall have the meaning ascribed thereto in Section 4.1(g);

(jjjj) "**Western Interests**" means member interests in Western;

(kkkk) "**Western Material Contracts**" shall have the meaning ascribed thereto in Section 4.1(o)(i);

(llll) "**Western Members**" means, at any time, the holders of Western Interests;

(mmmm) "**Western Properties**" means Western's Aura Project located in Elko County, Nevada, USA, as described in the Aura Technical Report;

(nnnn) "**YBCA**" means the *Business Corporations Act* (Yukon) and the regulations made thereunder;

(oooo) "**1933 Act**" means the *Securities Act of 1933*, as amended, of the United States of America, and the rules and regulations promulgated from time to time thereunder; and

(pppp) "**1934 Act**" means the *Securities Exchange Act of 1934*, as amended, of the United States of America, and the rules and regulations promulgated from time to time thereunder.

1.2 Interpretation Not Affected by Headings

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

1.3 Number, Gender and Persons

In this Arrangement Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and *vice versa*, words importing the use of either gender shall include both genders and neuter, and the word Person and all words importing Persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any Governmental Entity, political subdivision or instrumentality thereof) and any other entity of any kind or nature whatsoever.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder by any Party is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.5 Statutory References

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

1.6 Currency

Unless otherwise stated, all references in this Arrangement Agreement to amounts of money are expressed in lawful money of the United States, and "$" refers to U.S. dollars.

1.7 Invalidity of Provisions

Each of the provisions contained in this Arrangement Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Law, the Parties waive any provision of Law that renders any provision of this Arrangement Agreement or any part thereof invalid or unenforceable in any respect. The Parties will engage in good faith negotiations to replace any provision hereof or any part thereof that is declared invalid or unenforceable with a valid and enforceable provision or part thereof, so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

1.8 Accounting Matters

Unless otherwise stated, all accounting terms used in this Arrangement Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with IFRS.

1.9 Knowledge

Where the phrases "to the knowledge of Crystal" or "to Crystal's knowledge" or "to the knowledge of Western" or "to Western's knowledge" are used in respect of Crystal, Western or their respective Subsidiaries, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon: (a) in the case of Crystal, the collective actual knowledge of those officers of Crystal set forth in the Crystal Disclosure Letter; (b) in the case of Western, the collective actual knowledge of those officers of Western set forth in the Western Disclosure Letter.

1.10 Meaning of Certain Phrase

In this Arrangement Agreement, only with respect to the representations, warranties and covenants of Western set forth herein (and for greater certainty, not with respect to any representations, warranties and covenants of Crystal set forth herein), the phrase “in the ordinary and regular course of business”, as applicable, shall mean and refer to those activities that are normally conducted by corporations engaged in the exploration and development of precious and base metals deposits and the ownership of mineral rights and royalties and, with respect to the Parties, consistent with past practice of such party, provided that in any event such action is not unreasonable.

1.11 Schedules

The following schedules are attached to, and are deemed to be incorporated into and form part of, this Arrangement Agreement:

Schedule	Matter
Schedule "A"	Form of Plan of Arrangement
Schedule "B"	Crystal Continuance Resolution
Schedule "C"	Crystal Arrangement Resolution

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement

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

2.2 Court Proceedings

Crystal shall apply to the Court, in a manner acceptable to Western, acting reasonably, pursuant to the BCBCA for the Interim Order and Final Order as follows:

(a) As soon as reasonably practicable after the date of execution of this Arrangement Agreement and subject to Section 5.1(a), Crystal, shall file, proceed with and diligently prosecute an application to the Court for the Interim Order which shall request that the Interim Order shall provide, among other things:

(i) for the class of Persons to whom notice is to be provided in respect of the Arrangement and the Crystal Meeting and for the manner in which such notices are to be provided, such notices to include, *inter alia*, that such Persons have a right to appear at the hearing before the Court at which the fairness of the Arrangement is to be adjudged;

(ii) for confirmation of the record date for the Crystal Meeting;

(iii) that the requisite approval for the Continuance Resolution and Arrangement Resolution shall be at least 66⅔% of the votes cast on the Continuance Resolution and Arrangement Resolution, respectively, by the Crystal Shareholders, voting as a single class, present in person or by proxy at the Crystal Meeting (the "**Crystal Shareholder Approval**");

(iv) that, in all other respects, the terms, conditions and restrictions of the Crystal constating documents, including quorum requirements and other matters, shall apply in respect of the Crystal Meeting;

(v) that Western and Crystal intend to rely upon the exemption from registration provided by Section 3(a)(10) of the 1933 Act in connection with the issuance of Crystal Shares to be issued in connection with the Arrangement, subject to and conditioned upon the Court's determination following a hearing that the Arrangement is fair and reasonable to all Persons entitled to receive Crystal Shares pursuant to the Arrangement;

(vi) for the grant of the Crystal Dissent Rights to the registered holders of Crystal Shares;

(vii) for notice requirements with respect to the presentation of the application to the Court for the Final Order;

(viii) that the Crystal Meeting may be adjourned or postponed from time to time by management of Crystal, in accordance with the terms of the Arrangement Agreement, without the need for additional approval of the Court;

(ix) that the record date for the Crystal Shareholders entitled to notice of and to vote at the Crystal Meeting will not change in respect of any adjournment(s) of the Crystal Meeting; and

(x) for such other matter as the Parties, each acting reasonably, may reasonably require, and

(b) subject to obtaining the approvals as contemplated by the Interim Order and as may be directed by the Court in the Interim Order, take all steps necessary or desirable to submit the Arrangement to the Court and to apply for the Final Order.

The notices of motion and related materials for the applications referred to in this Section 2.2 shall be in a form satisfactory to the Parties, each acting reasonably.

2.3 Effecting the Arrangement

Subject to the rights of termination contained in Article 8 hereof, upon the Crystal Shareholders providing the Crystal Shareholder Approval in accordance with the Interim Order, Crystal obtaining the Final Order and the other conditions contained in Article 6 hereof being complied with or waived, to the extent required under the BCBCA, Crystal shall file with the Registrar any such documents as may be required in order to effect the Arrangement.

2.4 Consultation

The Parties will consult with each other in issuing any press release or otherwise making any public statement with respect to this Arrangement Agreement or the Arrangement and in making any filing with the Court or the Registrar, any Governmental Entity, Securities Authority, U.S. Securities Administrators or stock exchange with respect thereto. Each Party shall use its commercially reasonable best efforts to enable the other Party to review and comment on all such press release and filings prior to the release or filing, respectively, thereof.

2.5 U.S. Securities Law Matters

(a) The Parties agree that the issuance of Crystal Shares pursuant to the Arrangement will be issued in reliance on the exemptions from the registration requirements of the 1933 Act provided by Section 3(a)(10) thereof. In order to ensure the availability of the exemptions from registration provided by Section 3(a)(10) of the 1933 Act, the Parties agree that the Arrangement will be carried out on the following basis:

(i) the Arrangement shall be subject to the approval of the Court;

(ii) prior to the issuance of the Interim Order, the Court will be advised of the intention of the Parties to rely on the exemption from registration provided by Section 3(a)(10) of the 1933 Act with respect to the issuance of the Crystal Shares in connection with the Arrangement, based on the Court's approval of the Arrangement;

(iii) the Court will be required to satisfy itself that the Arrangement is fair and reasonable to all Persons entitled to receive Crystal Shares pursuant to the Arrangement;

(iv) Crystal will ensure that each Person entitled to receive Crystal Shares pursuant to the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;

(v) that Crystal Shares issued pursuant to the Arrangement have not been registered under the 1933 Act and will be issued by Crystal in reliance on the exemption from registration provided by Section 3(a)(10) of the 1933 Act;

(vi) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as being fair and reasonable to all Persons entitled to receive Crystal Shares pursuant to the Arrangement;

(vii) the Interim Order approving the Crystal Meeting will specify that each Person entitled to receive Crystal Shares pursuant to the Arrangement will have the right to appear before the Court at the hearing so long as they enter an appearance within a reasonable time; and

(viii) the Final Order shall include a statement to substantially the following effect:

"This Final Order will serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended (the "1933 Act"), from the registration requirements otherwise imposed by the 1933 Act, regarding the issuance of securities of Crystal Peak Minerals Inc. pursuant to the Arrangement Agreement".

2.6 Closing

The closing of the Arrangement will take place at the offices of Bennett Jones LLP, located at 3400 One First Canadian Place, Toronto, Ontario, at 8:00 a.m. (Toronto time) on the Effective Date or at such other time as may be agreed by the Parties.

2.7 Adjustments on Dividend or Other Distribution

If on or after the date hereof, Crystal declares, sets aside or pays any dividend or other distribution to the Crystal Shareholders of record as of a time prior to the Effective Date, the Parties hereto shall make such adjustments to the Arrangement as they determine acting in good faith to be necessary to restore the original intention of the Parties in the circumstances.

2.8 Withholding

Crystal and Western shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Person hereunder and from all dividends or other distributions otherwise payable to any former Crystal Shareholder such amounts as Crystal or Western are required, or reasonably believe to be required, to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any applicable federal, provincial, state, local or foreign tax Laws, in each case, as amended. To the extent the amount required to be deducted or withheld from any consideration payable or otherwise deliverable to any Person hereunder exceeds the amount of cash consideration, if any, otherwise payable to the Person, any of Western or Crystal is hereby authorized to sell or otherwise dispose of any non-cash consideration payable to the Person as is necessary to provide sufficient funds to Western or Crystal, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and Western, Crystal, as applicable, shall notify such Person and remit to such Person any unapplied balance of the net proceeds of such sale. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Person in respect of which such deduction and withholding was made, provided that such withheld amounts are remitted to the appropriate Governmental Entity.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF CRYSTAL

3.1 Representations and Warranties of Crystal

Crystal hereby represents and warrants to Western as set forth in this Section 3.1 and hereby acknowledges that Western is relying upon such representations and warranties in connection with entering into this Arrangement Agreement and agreeing to complete the Arrangement.

(a) Organization:

(i) Crystal has been duly incorporated or formed under the applicable Laws of its jurisdiction of incorporation or formation, is validly existing and has all necessary corporate power, authority, and capacity to own its property and assets and to carry on its business as currently owned and conducted. Other than as disclosed in the Crystal Disclosure Letter, Crystal does not hold any equity interest, or right to acquire any equity interest, in any Person. Crystal has no Subsidiaries.

(ii) As at the date hereof, Crystal is existing under the laws of the Yukon Territory and is a reporting issuer in British Columbia, Alberta and Ontario, within the meaning of applicable securities Laws.

(iii) Crystal is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where the failure to be so qualified, licensed or in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of Crystal.

(b) Capitalization:

(i) The authorized capital of Crystal consists of an unlimited number of Crystal Shares (voting and non-voting) and an unlimited number of preference shares. As at the date of this Agreement, 178,222,314 Crystal Shares (175,896,185 voting and 2,326,129 non-voting) are issued and outstanding and no preference shares are issued and outstanding. As at the date of this Agreement, there are outstanding Crystal Options to acquire an aggregate of up to 3,511,734 Crystal Shares and restricted share units of Crystal to acquire an aggregate of up to 60,000 Crystal Shares, the details of which are set out in the Crystal Disclosure Letter. Except for the Crystal Options and the restricted share units of Crystal referred to in the preceding sentence, or as otherwise provided for herein, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Crystal to issue or sell any Crystal Shares or securities or obligations of any kind convertible into or exchangeable or exercisable for any shares of Crystal.

(ii) Crystal has provided to Western, for all of the outstanding Crystal Options as at the date of this Agreement, a true and complete list setting out the name of each holder of a Crystal Option, the number of Crystal Options held by such Person and the exercise price, date of grant and expiry date of each such option, as well as a true and complete copy of the Crystal Stock Option Plan effective as of the date hereof.

(iii) All outstanding Crystal Shares and the Crystal Shares to be issued on the exercise of Crystal Options have been duly authorized. The outstanding Crystal Shares are, and the Crystal Shares to be issued on the exercise of Crystal Options will be when issued, validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights.

(iv) There are no outstanding bonds, debentures or other evidences of indebtedness of Crystal having the right to vote (or that are convertible for or exercisable into securities having the right to vote) with the holders of the Crystal Shares on any matter. There are no outstanding obligations of Crystal to repurchase, redeem or otherwise acquire any outstanding Crystal Shares or, other than as contemplated by this Agreement, with respect to the voting or disposition of any outstanding securities of Crystal. No holder of securities issued by Crystal has any right to compel Crystal to register or otherwise qualify securities for public sale in Canada, the United States or elsewhere.

(c) Authority, No Violation, Approvals:

(i) Crystal has the necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Crystal has been duly authorized by the Crystal Board and no other corporate proceedings on its part are necessary to authorize this Agreement. This Agreement has been duly executed and delivered by Crystal and constitutes a legal, valid and binding obligation of Crystal, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity.

(ii) The authorization of this Agreement, the execution and delivery by Crystal of this Agreement and the performance by it of its obligations under this Agreement, and the Arrangement will not:

(A) result (with or without notice or the passage of time) in a violation or breach of or constitute a default under, require an Authorization to be obtained under or give rise to any third party right of termination, amendment, cancellation, acceleration, penalty or payment obligation or right of purchase or sale or pre-emptive or participation right under, any provision of:

(I) its articles, by-laws or other charter documents;

(II) assuming Crystal has obtained the Crystal Shareholder Approval, the Interim Order and any approvals required by the Interim Order and the Final Order, any Law;

(III) any Contract, licence or permit to which Crystal is bound or is subject to or of which Crystal is the beneficiary which in each case, would, individually or in the aggregate, have a Material Adverse Effect on Crystal; or

(IV) any judgment, decree, order or award of any Governmental Entity or arbitrator;

(B) give rise to any right of termination, amendment, acceleration or cancellation of indebtedness of Crystal, or cause any such indebtedness to come due before its stated maturity, or cause any available credit of Crystal to cease to be available, or cause any security interest in any assets of Crystal to become enforceable or realizable, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Crystal;

(C) give rise to any rights of first refusal or trigger any change in control provisions or any restriction or limitation under any such note, bond, mortgage, indenture, contract, agreement, Authorization or government grant, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Crystal;

(D) result in the imposition of any Encumbrance upon any assets of Crystal or restrict, hinder, impair or limit the ability of Crystal to conduct the business of Crystal as and where it is now being conducted, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Crystal; or

(E) except as disclosed by Crystal in the Crystal Disclosure Letter, result in any payment (including severance, unemployment compensation, "golden parachute", bonus or otherwise) becoming due to any director or officer of Crystal or increase any benefits otherwise payable under any pension or benefits plan of Crystal or result in the acceleration of the time of payment or vesting of any such benefits.

(iii) Except as provided for herein, no consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required to be obtained by Crystal in connection with this Agreement and the consummation of the Arrangement other than the Crystal Shareholder Approval, such filings and other actions required under Applicable Securities Laws and the rules and policies of the NEX board of the TSXV as are contemplated by this Agreement, the requirement to prepare and file this Agreement together with related continuous disclosure filings and except for such authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the transactions contemplated by this Agreement.

(iv) The Crystal Board has unanimously:

(A) determined that the Arrangement is fair to the Crystal Shareholders and the Arrangement is in the best interests of Crystal;

(B) resolved to recommend that the Crystal Shareholders vote in favour of the Continuance Resolution and the Arrangement Resolution; and

(C) authorized the entering into of this Arrangement Agreement, and the performance of its provisions, by Crystal.

(d) <u>Public Filings</u>. Crystal has filed all material documents or information required to be filed by it under Applicable Securities Laws since January 1, 2019 (the "**Crystal Public Documents**"). All of the Crystal Public Documents, as of their respective dates, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. All of the Crystal Public Documents, as of their respective dates (and as of the dates of any amendments thereto), complied as to both form and content in all material respects with the requirements of Applicable Securities Laws or were amended on a timely basis to correct deficiencies identified by securities commissions or similar securities regulatory authorities. All of the Crystal Public Documents are publicly available on SEDAR. Crystal has not filed any confidential material change report with any securities regulatory authority that at the date hereof remains confidential.

(e) Assets:

Except as disclosed in the Crystal Disclosure Letter, the only asset of Crystal is cash.

(f) Financial Statements:

The (i) annual audited consolidated financial statements of Crystal (including any related notes thereto) for the fiscal years ended December 31, 2019 and 2018, (ii) the unaudited condensed interim consolidated financial statements of Crystal for the three and nine months ended September 30, 2020 and 2019 (including any related notes thereto), and (iii) the draft annual consolidated financial statements of Crystal (including any related notes thereto) for the fiscal year ended December 31, 2020, a copy of which is included as Schedule 3.1(f) to the Crystal Disclosure Letter (collectively, the "**Crystal Financial Statements**") have been prepared in accordance with IFRS and all applicable Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), financial position and results of operations of Crystal as at the respective dates indicated and for the periods covered thereby applied on a basis consistent with the immediately prior period and throughout the periods indicated (except as may be indicated expressly in the notes thereto) and, in the case of unaudited statements, subject to normal, recurring period end adjustments that are not material. Crystal has no liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, not reflected in the Crystal Financial Statements, which would reasonably be expected to have a Material Adverse Effect on Crystal.

(g) Liabilities and Indebtedness:

Except as disclosed in the Crystal Disclosure Letter, Crystal has no Liability or obligations of any nature (whether accrued, absolute, contingent or otherwise) including Liability with respect to any former asset or property, except for liabilities and obligations incurred in the ordinary course of business consistent with past practice since October 19, 2020 that are not and would not, individually or in the aggregate with all other liabilities and obligations of Crystal, reasonably be expected to have a Material Adverse Effect in respect of Crystal, or, as a consequence of the consummation of this Agreement, have a Material Adverse Effect in respect of Crystal. Crystal has no obligation to issue any debt securities, or guarantee, endorse or otherwise become responsible for, the obligations of any other Person and there is no Encumbrance on any of the assets of Crystal.

(h) No Brokers:

Other than as disclosed in the Crystal Disclosure Letter, Crystal has not agreed to pay any brokerage fees, finder's fees, financial advisory fees, agent's commissions or other similar forms of compensation in connection with the Arrangement or any similar transaction.

(i) Books and Records:

(i) The financial books, records and accounts of Crystal in all material respects:

(A) have been maintained in accordance with IFRS;

(B) are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of Crystal; and

(C) accurately and fairly reflect the basis for the Crystal Financial Statements.

(ii) Crystal's corporate minute books contain minutes of all meetings and resolutions of the directors and securityholders held.

(iii) Crystal has provided to Western, on or before the date hereof, a true and complete copy of the minute books of Crystal (including, without limitation, all meetings of any committees of Crystal).

(j) Non-Competition Agreements:

Crystal is not a party to or bound by any non-competition agreement or any other agreement or obligation which purports to limit the manner or localities in which all or any material portion of the business of Crystal is or would be conducted.

(k) Absence of Certain Changes or Events:

Since January 1, 2019 and other than for the purposes of the transactions contemplated herein or as has been previously disclosed to Western:

(i) Crystal has conducted its business only in the ordinary course of business consistent with past practice;

(ii) there has not occurred one or more changes, events or occurrences which would, individually or in the aggregate, be reasonably likely to result in a Material Adverse Effect in respect of Crystal;

(iii) Crystal has not incurred any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect in respect of Crystal;

(iv) there has not been any incurrence, assumption or guarantee by Crystal of any debt for borrowed money, any creation or assumption by Crystal of any Encumbrance, or any making by Crystal of any loan, advance or capital contribution to or investment in any other Person, which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect in respect of Crystal; and

(v) Crystal has not effected any change in its accounting methods, principles or practices.

(l) No Default:

Except as disclosed in the Crystal Disclosure Letter, neither Crystal nor, to the knowledge of Crystal, any other party thereto, is in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default or would trigger a right of termination under: (i) any note, bond, mortgage, indenture or other instrument evidencing any indebtedness to which Crystal is a party; or (ii) any other contract, agreement, lease, letter of intent, offer, Authorization or government grant or other instrument or obligation, which would individually or in the aggregate, be reasonably expected to have a Material Adverse Effect in respect of Crystal.

(m) Litigation:

(i) Other than as disclosed in the Crystal Disclosure Letter, there is no claim, action, proceeding or, to the knowledge of Crystal, investigation that has been commenced or is pending or, to the knowledge of Crystal, threatened against Crystal or affecting any of its property or assets before any Governmental Entity which, if determined adversely to Crystal, as the case may be, would, individually or in the aggregate:

(A) reasonably be expected to result in Liability to Crystal in excess of $10,000 or have a Material Adverse Effect in respect of Crystal, nor is Crystal aware of any existing ground on which any such claim, action, proceeding or investigation might be commenced with any reasonable likelihood of success; or

(B) reasonably be expected to prevent or materially delay the consummation of the Arrangement.

(ii) On or before the date hereof, neither Crystal nor any of its assets and properties, is subject to any outstanding judgment, order, writ, injunction or decree which would reasonably be expected to have a Material Adverse Effect in respect of Crystal or to prevent or materially delay the consummation of the Arrangement.

(n) Compliance with Laws:

Crystal has complied with and is not in violation of any applicable Laws, other than non-compliance or violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Crystal, or which would not materially impair the ability of Crystal to perform its obligations hereunder or reasonably be expected to prevent or materially delay the consummation of the Arrangement.

(o) Employment Matters:

(i) Other than as disclosed in the Crystal Disclosure Letter, no Person is a party to or a participant in any agreement, arrangement, plan, obligation or understanding providing for severance or termination or other payments in connection with the termination of the employment or engagement of, or resignation of, any director, officer or employee of, or independent contractor to, Crystal following a change of control of Crystal (other than statutory severance obligations) and there are no written or oral agreements, arrangements, plans, obligations or understandings providing for severance or termination or other payments in connection with the termination of the employment or engagement of, or resignation of, any director, officer or employee of, or independent contractor to, Crystal following a change of control of Crystal.

(ii) Other than as disclosed in the Crystal Disclosure Letter, Crystal is not a party to any employment, engagement or similar agreement with any director or officer of Crystal.

(iii) Other than as disclosed in the Crystal Disclosure Letter, Crystal has not declared or paid, or committed to declare or pay, any amount to any Person in respect of a performance or incentive or other bonus in respect of all or any part of its fiscal year ended on December 31, 2019 or its fiscal year ending on December 31, 2018 or in connection with the completion of the transactions contemplated by the Arrangement and this Agreement.

(iv) Crystal is not subject to any claim for wrongful dismissal, constructive dismissal or any other claim, actual or threatened, or any litigation, actual or threatened, relating to its employees or independent contractors (including, without limitation, any termination of such Persons) other than those claims or such litigation as would individually or in the aggregate not have a Material Adverse Effect in respect of Crystal.

(v) Crystal is not a party to any collective bargaining agreement or subject to any application for certification or threatened or apparent union-organizing campaign and there are no current, pending or threatened strikes, lockouts or other labour disputes or disruptions at Crystal.

(vi) Crystal does not have a pension plan.

(p) <u>Tax Matters</u>:

(i) Crystal has duly and in a timely manner filed all Tax Returns required to be filed by it and all Tax Returns are true, correct and complete in all material respects and fully disclose the income and expenses as required or permitted by applicable Law. Crystal has duly paid on a timely basis all Taxes, including, without limitation, instalments, which are due and payable by it, and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable by it on or before the date hereof, other than those which are being contested in good faith and in respect of which reserves have been provided in the Crystal Financial Statements. Adequate provision has been made on the Crystal Financial Statements for amounts at least equal to the amount of all Taxes assessed and all Taxes owing by Crystal that are not yet due and payable and that relate to periods ending on or prior to the date of this Agreement, including, without limitation, income taxes and related deferred taxes, in conformity with IFRS and all other applicable accounting rules and principles. No deficiencies exist or have been asserted with respect to Taxes of Crystal and there are no actions, suits, disputes, proceedings, investigations, audits, assessments, reassessments or claims outstanding, pending or, to the knowledge of Crystal, threatened against

Crystal in respect of Taxes, or any matters under discussion with any Governmental Entity relating to Taxes.

(ii) Crystal is not party to or bound by any material tax sharing agreement, tax indemnification agreement or similar agreement or arrangement relating to Taxes with any Person.

(iii) Crystal has duly and timely withheld all Taxes and other amounts required by Law to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by Law to be remitted by it.

(iv) Crystal has duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by Law to be remitted by it.

(v) Crystal has not requested, or entered into any agreement or other arrangement or executed any waiver providing for, any extension of time within which:

(A) to file any elections, designations or similar filings relating to any Taxes for which Crystal is or may be liable;

(B) Crystal is required to pay or remit any Taxes or amounts on account of Taxes (other than any Taxes being appealed); or

(C) any Governmental Entity may assess, reassess or collect any Taxes for which Crystal is or may be liable.

(vi) Crystal has furnished or made available to Western complete and accurate copies of all material Tax Returns, and any amendments thereto, filed by Crystal for the preceding three taxation years.

(vii) To the knowledge of Crystal, no transaction or arrangement between Crystal and any Person with whom Crystal was not dealing at arm's length, within the meaning of the Tax Act, involving the acquisition, delivery, disposition or provision of property or services or the right to use property or services, has taken place for consideration that is other than the fair market value of such property, services or right to use property or services and each such transaction or arrangement was made on arm's length terms and conditions.

(viii) There are no circumstances existing and no transactions or series of transactions or events has occurred which has resulted or which could result in the application of sections 78 to 80.04 of the Tax Act or any equivalent provincial Tax Law to Crystal.

(ix) Crystal is in full compliance with any covenants by it in any agreement to which it is a party relating to the issuance by Crystal of flow-through shares to any Person, and is not in breach of any representation or warranty by it in any such agreement.

(q) Intellectual Property:

Crystal owns or has the right to use all material patents, trade-marks, trade names, service marks, copyrights, trade secrets, software, technology or other intellectual property and proprietary rights required to carry on its business as currently carried on and there is no action, suit, proceeding or claim pending, or to the knowledge of Crystal, threatened by others challenging Crystal's rights in or to any material patents, trade-marks, trade names, service marks, copyrights, trade secrets, software, technology or other intellectual property and proprietary rights used for the conduct of Crystal's business as currently carried on.

(r) Restrictions on Business Activities:

There is no arbitral award, judgment, injunction, constitutional ruling, order or decree binding upon Crystal or any of its subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing any business practice of any of them, any acquisition or disposition of property by any of them, or the conduct of the business by any of them as currently conducted, which could reasonably be expected to have a Material Adverse Effect.

(s) Insurance:

Crystal maintains or causes to be maintained insurance, naming Crystal as an insured, of the types and in amounts customary and usual for Persons engaged in a business similar to that carried out by Crystal.

(t) Material Contracts:

Crystal is not party to any Contract that is material to its properties, assets or operations.

(u) Related Party Transactions:

Other than as disclosed in the Crystal Disclosure Letter, Crystal is not indebted to any director, officer, employee or agent of, or independent contractor to, Crystal or any of its affiliates or associates (except for amounts due as normal salaries and bonuses and in reimbursement of ordinary expenses). Other than as disclosed in the Crystal Disclosure Letter, no director, officer, employee or agent of Crystal or any of its affiliates or associates is a party to any loan, contract, arrangement or understanding or other transactions with Crystal required to be disclosed pursuant to Applicable Securities Laws and which has not been disclosed.

(v) Authorizations:

Crystal possesses all Authorizations necessary to properly conduct its business. Each Authorization obtained by Crystal is in full force and effect and not subject to any dispute. Crystal is in compliance with each of such Authorizations, except for such non-compliance as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Crystal, or would not reasonably be expected to materially impair the ability of Crystal to perform its obligations hereunder or prevent or materially delay the consummation of the Arrangement. No event has occurred which, with the giving of notice, lapse of time or both, could constitute a default under, or in respect of, any of such Authorizations, except as previously disclosed to Western, and as would not reasonably be expected to have a Material Adverse Effect with respect to Crystal, or would not reasonably be expected to materially impair the ability of Crystal to perform its obligations hereunder or prevent or materially delay the consummation of the Arrangement.

(w) Environmental:

(i) Crystal has carried on its operations in compliance with all applicable Environmental Laws, except to the extent that a failure to be in such compliance, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Crystal.

(ii) Crystal has not received from any Person or Governmental Entity any notice, formal or informal, of any proceeding, action or other claim, Liability or potential Liability arising under any Environmental Law that is pending as of the date hereof.

(iii) There are no materials, substance or waste that are regulated under applicable Environmental Laws present in, on, at, under or migrating from any property of any kind or nature whatsoever, including surface rights, mineral rights or any other rights, currently or previously used, owned or occupied by or under the charge, management or control of Crystal or any subsidiary at concentrations or in conditions which could reasonably be expected to result in any known or unknown, asserted or unasserted, absolute or contingent liability or obligation ("**Obligation**").

(iv) Crystal has not, either expressly or by operation of law, assumed or undertaken any Obligation of, or indemnified, any other person or Governmental Entity relating to any property of any kind or nature whatsoever, including surface rights, mineral rights or any other rights, owned, leased, used, controlled, operated or occupied at any time by Crystal or any subsidiary, or with respect to any property or activity of a predecessor of Crystal or any subsidiary.

(x) Disclosure Controls and Procedures:

Crystal has devised and maintained a system of disclosure controls and procedures designed to ensure that information required to be disclosed by Crystal under Applicable Securities Laws is recorded, processed, summarized and reported within the time periods specified in the Applicable Securities Laws. Such disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by Crystal in the Crystal Public Documents is accumulated and communicated to the management of Crystal, including, without limitation, its principal executive and principal financial officers, or Persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

(y) Internal Control Over Financial Reporting:

Crystal maintains internal control over financial reporting. Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and includes policies and procedures that: (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Crystal; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS, and that receipts and expenditures of Crystal are being made only in accordance with authorizations of management and directors of Crystal; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of Crystal that could have a material effect on the Crystal Financial Statements. To the knowledge of Crystal, prior to the date of this Agreement: (A) there are no significant deficiencies in the design or operation of, or material weaknesses in, the internal controls over financial reporting of Crystal that are reasonably likely to adversely affect the ability of Western to record, process, summarize and report financial information, and (B) there is no fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of Crystal. Since January 1, 2019, Crystal has received no (x) material complaints from any source regarding accounting, internal accounting controls or auditing matters or (y) expressions of concern from employees of Crystal regarding questionable accounting or auditing matters.

(z) Stock Exchange Compliance:

The Crystal Shares are listed on the NEX board of the TSXV and Crystal is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the TSXV.

(aa) Reporting Issuer Status:

Crystal is a "reporting issuer" in British Columbia, Alberta and Ontario and is not on the list of reporting issuers in default under applicable Canadian securities Laws in any of the provinces or territories of Canada. No delisting, suspension of trading in or cease trading order with respect to any securities of Crystal and, to the knowledge of Crystal, no inquiry or investigation (formal or informal) of any Securities Authorities or the TSXV is in effect or ongoing or, to the knowledge of Crystal, expected to be implemented or undertaken with respect to the foregoing. Crystal is not subject to the reporting requirements of the 1934 Act.

(bb) No "Collateral Benefit":

No "related party" of Crystal (within the meaning of MI 61-101) together with its associated entities, beneficially owns or exercises control or direction over 1% or more of the outstanding Crystal Shares, except for related parties who will not receive a "collateral benefit" (within the meaning of such instrument) as a consequence of the transactions contemplated by this Agreement.

(cc) Due Diligence Material:

All information provided by Crystal to Western in relation to Western's due diligence requests is accurate in all material respects as at its respective date as stated therein.

(dd) Investment Company Status:

Crystal is not required to register as an "investment company" within the meaning of the 1940 Act.

(ee) Foreign Private Issuer:

As of the date hereof, Crystal is a "foreign private issuer" as defined in Rule 405 under the 1933 Act.

(ff) Taxable Canadian Corporation:

Crystal is a "taxable Canadian corporation" within the meaning of the Tax Act.

(gg) Business Practices:

Since January 1, 2019, neither Crystal nor, to the knowledge of Crystal, any of its or their respective directors, executives, officers, representatives, agents or employees has: (i) used or is using any corporate funds for any illegal contributions, gifts, entertainment or other expenses relating to political activity that would be illegal; (ii) used or is using any corporate funds for any direct or indirect illegal payments to any foreign or domestic governmental officials or employees; (iii) violated or is violating any provision of the *Corruption of Foreign Public Officials Act* (Canada); (iv) established or maintained, or is maintaining, any illegal fund of corporate monies or other properties; or (v) made any bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature.

3.2 Survival of Representations and Warranties

The representations and warranties contained in this Article 3 shall survive the execution and delivery of this Arrangement Agreement and shall expire and be terminated and extinguished on the earlier of the Effective Date and the date on which this Arrangement Agreement is terminated in accordance with its terms. Any investigation by Western and its advisors shall not mitigate, diminish or affect the representations and warranties of Crystal contained in this Arrangement Agreement.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF WESTERN

4.1 Representations and Warranties of Western

Western hereby represents and warrants to Crystal as set forth in this Section 4.1, and hereby acknowledges that Crystal is relying upon such representations and warranties in connection with entering into this Arrangement Agreement and agreeing to complete the Arrangement.

(a) Organization:

(i) Western has been duly formed under the applicable Laws of its jurisdiction of formation, is validly existing and has all necessary corporate power, authority and capacity to own its property and assets and to carry on its business as currently owned and conducted. Western does not hold any equity interest, or right to acquire an equity interest, in any Person.

(ii) Western is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where the failure to be so qualified, licensed or in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of Western.

(b) Capitalization:

(i) The authorized capital of Western consists of 21,827.25 Western Interests. As at the date of this Agreement, 21,827.25 Western Interests are issued and outstanding. Except as disclosed in the Western Disclosure Letter, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Western to issue or sell any interests of Western or securities or obligations of any kind convertible into or exchangeable or exercisable for any shares or interests of Western.

(ii) All outstanding Western Interests have been duly authorized. The outstanding Western Interests are validly issued and outstanding as fully paid interests, free of pre-emptive rights.

(iii) There are no outstanding bonds, debentures or other evidences of indebtedness of Western having the right to vote (or that are convertible for or exercisable into securities having the right to vote) with the holders of the Western Interests on any matter. There are no outstanding obligations of Western to repurchase, redeem or otherwise acquire any outstanding Western Interests or with respect to the voting or disposition of any outstanding securities of Western. No holder of securities issued by Western has any right to compel Western to register or otherwise qualify securities for public sale in Canada, the United States or elsewhere.

(c) Authority and No Violation:

(i) Western has the necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Western has been duly authorized by the Western Board and no other corporate proceedings on its part are necessary to authorize this Agreement. This Agreement has been duly executed and delivered by Western and constitutes a legal, valid and binding obligation of Western, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity.

(ii) The authorization of this Agreement, the execution and delivery by Western of this Agreement and the performance by it of its obligations under this Agreement, and the consummation of the Arrangement will not:

(A) result (with or without notice or the passage of time) in a violation or breach of or constitute a default under, require an Authorization to be obtained under or give rise to any third party right of termination, amendment, cancellation, acceleration, penalty or payment obligation or right of purchase or sale or pre-emptive or participation right under, any provision of:

(I) its articles of organization;

(II) any applicable Law;

(III) any Contract, licence or permit to which Western is bound or is subject to or of which Western is the beneficiary which in each case, would, individually or in the aggregate, have a Material Adverse Effect on Western; or

(IV) any judgment, decree, order or award of any Governmental Entity or arbitrator;

(B) give rise to any right of termination, amendment, acceleration or cancellation of indebtedness of Western, or cause any such indebtedness to come due before its stated maturity, or cause any available credit of Western to cease to be available, or cause any security interest in any assets of Western to become enforceable or realizable, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Western;

(C) give rise to any rights of first refusal or trigger any change in control provisions or any restriction or limitation under any such note, bond, mortgage, indenture, contract, agreement, Authorization or government grant, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Western; or

(D) result in the imposition of any Encumbrance upon any assets of Western, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Western.

(iii) No consent, approval, permit, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required to be obtained by Western in connection with this Agreement and the consummation of the transactions contemplated by the Arrangement and this Agreement other than the requirement to prepare and file this Agreement together with related continuous disclosure filings and except for such authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the transactions contemplated by this Agreement.

(d) <u>Mineral Reserves and Resources</u>:

The most recent estimated proven and probable mineral reserves and estimated indicated, measured and inferred mineral resources of Western in relation to the Western Properties set out in the Aura Technical Report, have been prepared and disclosed in all material respects in accordance with the requirements set forth in NI 43-101 and all applicable Laws.

(e) Western Properties. Except as disclosed in the Western Disclosure Letter:

(i) the Western Properties are fully described in the Western Disclosure Letter, there are no mineral claims or other rights comprising the Western Properties or any portion thereof which are not set out in the Western Disclosure Letter and each of the permits set out in the Western Disclosure Letter is in full force and effect;

(ii) all of the mineral claims or other rights comprising the Western Properties have been validly located and recorded in compliance with applicable Laws and are comprised of valid and subsisting mineral claims, which are in good standing under applicable Laws;

(iii) no Person has any agreement, option, right of first refusal or right, title or interest or right capable of becoming an agreement, option, right of first refusal or right, title or interest, in or to the Western Properties;

(iv) Western has all necessary corporate power to own the Western Properties and is in material compliance with all applicable Laws, to which the Western Properties are subject;

(v) applying customary standards in the mining industry, Western has a 100% legal and beneficial good, valid and exclusive ownership right, title and interest in and to, and actual and exclusive possession of, the permits relating to the Western Properties, free and clear of all title defect or Encumbrance,

(vi) all Taxes which are due and payable, local improvements, assessment rates, utilities and any and all other payments to or assessments of any Governmental Entity having jurisdiction in respect of the Western Properties have been made by Western in respect of the Western Properties;

(vii) neither the Western Properties nor any minerals or product derived from the Western Properties are subject to or bound by any royalty or royalty interest, whether registered or unregistered, and Western has not granted any royalty interest in or affecting the foregoing;

(viii) there is no action, suit, order, work order, petition, prosecution or other similar proceeding of which process initiating the same has been served on Western or to the knowledge of Western, threatened against Western and affecting any of the Western Properties at law or in equity or before or by any Governmental Entity; and

(ix) Western has not received notice of any breach of any applicable Law in respect of its conduct on or under the Western Properties which could have a Material Adverse Effect on the Western Properties.

(f) Operational Matters. Except as disclosed in the Western Disclosure Letter:

(i) all rentals, payments and obligations (including maintenance for mining claims), and any other payments due or payable on or prior to the date hereof under or with respect to the Western Properties have been properly and timely paid and no claim is due to lapse within 90 days of the date hereof;

(ii) the ore bodies and minerals located in the Western Properties are under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit Western to explore the minerals relating thereto, all such property leases or claims and all property, leases or claims in which Western has any interest or right have been validly located and recorded in accordance with all applicable Laws and are valid and subsisting, Western has all necessary surface rights, access rights and other necessary rights and interests relating to the Western Properties granting Western the rights and ability to explore for minerals, ore and metals for development purposes, with only such exceptions as do not materially interfere with the use made by Western of the rights or interests so held and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in the name of Western;

(iii) all exploration activities conducted by Western on the Western Properties have been undertaken in accordance with good exploration practices and in compliance with all applicable Laws, except where the failure to so comply would not have a Material Adverse Effect on Western; and

(iv) Western has all necessary permits required for it to carry on its business as currently conducted on the Western Properties, all of which are in full force and effect, and each of them is in compliance with such permits. Western has not received oral or written notice relating to the revocation, cancellation expropriation or modification of any such permit.

(g) Financial Statements:

The audited annual consolidated financial statements of Western (including any related notes thereto) for the years ended December 31, 2019 and December 31, 2018 and the unaudited condensed interim financial statements of Western (including any related notes thereto) for the three and nine months ended September 30, 2020 and 2019 (the "**Western Financial Statements**") have been prepared in accordance with IFRS and all applicable Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), financial position and results of operations of Western on a consolidated basis as at the respective dates indicated and for the periods covered thereby applied on a basis consistent with the immediately prior period and throughout the periods indicated (except as may be indicated expressly in the notes thereto) and, in the case of unaudited statements, subject to normal, recurring period-end adjustments that are not material. Western has no liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, not reflected in the Western Financial Statements, which would reasonably be expected to have a Material Adverse Effect on Western.

(h) Liabilities and Indebtedness:

Western does not have any material liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise), except for: (i) liabilities and obligations that are specifically disclosed in the Western Financial Statements; or (ii) liabilities and obligations incurred in the ordinary course of business consistent with past practice since January 1, 2019 that are not and would not, individually or in the aggregate with all other liabilities and obligations of Western (other than those disclosed in the Western Financial Statements), reasonably be expected to have a Material Adverse Effect in respect of Western, or, as a consequence of the consummation of this Agreement, have a Material Adverse Effect in respect of Western. Western does not have any material obligation to issue any debt securities, or guarantee, endorse or otherwise become responsible for, the obligations of any other Person.

(i) Absence of Certain Changes or Events:

Since January 1, 2019 and other than for the purposes of the transactions contemplated herein or as has been previously disclosed to Crystal:

(i) Western has conducted its business only in the ordinary course of business consistent with past practice;

(ii) there has not occurred one or more changes, events or occurrences which would, individually or in the aggregate, be reasonably likely to result in a Material Adverse Effect in respect of Western;

(iii) Western has not incurred any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect in respect of Western;

(iv) there has not been any incurrence, assumption or guarantee by Western of any debt for borrowed money, any creation or assumption by Western of any Encumbrance, or any making by Western of any loan, advance or capital contribution to or investment in any other Person, which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect in respect of Western; and

(v) Western has not effected any change in its accounting methods, principles or practices.

(j) No Default:

Western is not in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default or would trigger a right of termination under: (i) any note, bond, mortgage, indenture or other instrument evidencing any indebtedness to which Western is a party; or (ii) any other contract, agreement, lease, letter of intent, offer, Authorization or government grant or other instrument or obligation, which would individually or in the aggregate, be reasonably expected to have a Material Adverse Effect in respect of Western.

(k) Litigation:

(i) There is no claim, action, proceeding or, to the knowledge of Western, investigation that has been commenced or is pending or, to the knowledge of Western, threatened against Western or affecting any of its property or assets before any Governmental Entity which, if determined adversely to Western would, individually or in the aggregate:

(A) reasonably be expected to result in Liability to Western in excess of $50,000 or have a Material Adverse Effect in respect of Western, nor is Western aware of any existing ground on which any such claim, action, proceeding or investigation might be commenced with any reasonable likelihood of success; or

(B) reasonably be expected to prevent or materially delay the consummation of the Arrangement.

(ii) On or before the date hereof, neither Western, nor any of its assets and properties, is subject to any outstanding judgment, order, writ, injunction or decree which would reasonably be expected to have a Material Adverse Effect in respect of Western or to prevent or materially delay the consummation of the Arrangement.

(l) <u>Compliance with Laws</u>:

Western has complied with and is not in violation of any applicable Laws, other than non-compliance or violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Western, or which would not materially impair the ability of Western to perform its obligations hereunder or reasonably be expected to prevent or materially delay the consummation of the Arrangement.

(m) <u>Tax Matters</u>:

Except in each case as would not, individually or in the aggregate, result in a Material Adverse Effect with respect to Western:

(i) Western has duly and in a timely manner filed all material Tax Returns required to be filed by it and all Tax Returns are true, correct and complete in all material respects and fully disclose the income and expenses as required or permitted by applicable Law. Western has duly paid on a timely basis all Taxes, including, without limitation, instalments, which are due and payable by it, and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable by it on or before the date hereof, other than those which are being contested in good faith and in respect of which reserves have been provided in the Western Financial Statements. Adequate provision has been made on the Western Financial Statements for amounts at least equal to the amount of all Taxes assessed and all Taxes owing by Western that are not yet due and payable and that relate to periods ending on or prior to the date of this Agreement, including, without limitation, income taxes and related deferred taxes, in conformity with IFRS and all other applicable accounting rules and principles. No deficiencies exist or have been asserted with respect to Taxes of Western and there are no actions, suits, disputes, proceedings, investigations, audits, assessments, reassessments or claims outstanding, pending or, to the knowledge of Western, threatened against Western in respect of Taxes, or any matters under discussion with any Governmental Entity relating to Taxes.

(ii) Western is not a party to or bound by any material tax sharing agreement, tax indemnification agreement or similar agreement or arrangement relating to Taxes.

(iii) Western has duly and timely withheld all Taxes and other amounts required by Law to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by Law to be remitted by it.

(iv) Western has duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by Law to be remitted by it.

(v) Western has not requested, or entered into any agreement or other arrangement or executed any waiver providing for, any extension of time within which:

(A) to file any elections, designations or similar filings relating to any Taxes for which Western is or may be liable;

(B) Western is required to pay or remit any Taxes or amounts on account of Taxes (other than any Taxes being appealed); or

(C) any Governmental Entity may assess, reassess or collect any Taxes for which Western is or may be liable.

(vi) To the knowledge of Western, no transaction or arrangement between Western and any Person with whom Western was not dealing at arm's length, within the meaning of the Tax Act, involving the acquisition, delivery, disposition or provision of property or services or the right to use property or services, has taken place for consideration that is other than the fair market value of such property, services or right to use property or services and each such transaction or arrangement was made on arm's length terms and conditions.

(vii) There are no circumstances existing and no transactions or series of transactions or events has occurred which has resulted or which could result in the application of sections 78 to 80.04 of the Tax Act or any equivalent provincial Tax Law to Western.

(n) Insurance:

Western maintains or causes to be maintained insurance, naming Western as an insured, of the types and in amounts customary and usual for Persons engaged in a business similar to that carried out by Western.

(o) Material Contracts:

(i) Western has disclosed in the Western Disclosure Letter, all Contracts to which it is a party that are material to its properties, assets or operations (the "**Western Material Contracts**").

(ii) All Western Material Contracts are legal, valid, binding and in full force and effect and are enforceable by Western in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arm's length negotiations between the parties thereto. Western has performed in all material respects all respective obligations required to be performed by it to date under the Western Material Contracts and are not, and are not to the knowledge of Western, alleged to be, (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder.

(p) Related Party Transactions:

Other than as disclosed in the Western Disclosure Letter, Western is not indebted to any director, officer, employee or agent of, or independent contractor to, Western or any of its affiliates or associates (except for amounts due as normal salaries and bonuses and in reimbursement of ordinary expenses). Other than as disclosed in the Western Disclosure Letter, no director, officer, employee or agent of Western or any of its affiliates or associates is a party to any loan, contract, arrangement or understanding or other transactions with Western required to be disclosed and which has not been disclosed.

(q) Authorizations:

Western possesses all Authorizations necessary to properly conduct its business as currently conducted. Each Authorization obtained by Western is in full force and effect and not subject to any dispute. Western is in compliance with each of such Authorizations, except for such non-compliance as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Western, or would not reasonably be expected to materially impair the ability of Western to perform its obligations hereunder or prevent or materially delay the consummation of the Arrangement. No event has occurred which, with the giving of notice, lapse of time or both, could constitute a default under, or in respect of, any of such Authorizations, except as previously disclosed to Crystal, and as would not reasonably be expected to have a Material Adverse Effect with respect to Western, or would not reasonably be expected to materially impair the ability of Western to perform its obligations hereunder or prevent or materially delay the consummation of the Arrangement. Western has no reason to believe that the Authorizations required to be obtained by Western in order to develop the Western Properties will not be obtained in the ordinary course and without undue delay.

(r) Environmental:

(i) Western has carried on its operations in compliance with all applicable Environmental Laws, except to the extent that a failure to be in such compliance, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Western.

(ii) (A) the Western Properties have not been used to generate, manufacture, refine, treat, recycle, transport, store, handle, dispose, transfer, produce or process

Hazardous Substances, except in compliance in all material respects with all Environmental Laws; (B) Western has not caused or permitted the Release of any Hazardous Substances at, in, on, under or from any Western Property, except in compliance, individually or in the aggregate, with all Environmental Laws except when the failure to be in such compliance would not have a Material Adverse Effect on Western; (C) all Hazardous Substances handled, recycled, disposed of, treated or stored on or off site of the Western Properties have been handled, recycled, disposed of, treated and stored in material compliance with all Environmental Laws, except to the extent that a failure to be in such compliance would not have a Material Adverse Effect on Western; and (D) to the knowledge of Western, there are no Hazardous Substances at, in, on, under or migrating from any Western Property, except in material compliance with all Environmental Laws.

(iii) To the knowledge of Western, Western has not treated or disposed, or arranged for the treatment or disposal, of any Hazardous Substances at any location: (A) listed on any list of hazardous sites or sites requiring Remedial Action issued by any Governmental Entity; (B) proposed for listing on any list issued by any Governmental Entity of hazardous sites or sites requiring Remedial Action, or any similar federal, state or provincial lists; or (C) which is the subject of enforcement actions by any Governmental Entity that creates the reasonable potential for any proceeding, action, or other claim against Western. To the knowledge of Western, no site or facility now or previously owned, operated or leased by Western is listed or, to the knowledge of Western, is proposed for listing on any list issued by any Governmental Entity of hazardous sites or sites requiring Remedial Action or is the subject of Remedial Action.

(iv) Except to the extent that would not reasonably be expected to have a Material Adverse Effect on Western, Western has not caused or permitted the Release of any Hazardous Substances on or to any of the Western Properties in such a manner as: (A) would be reasonably likely to impose Liability for cleanup, natural resource damages, loss of life, personal injury, nuisance or damage to other property, except to the extent that such Liability would not have a Material Adverse Effect on Western; or (B) would be reasonably likely to result in imposition of a lien, charge or other Encumbrance or the expropriation of any of the Western Properties or the assets of Western.

(v) Western has not received from any Person or Governmental Entity any notice, formal or informal, of any proceeding, action or other claim, Liability or potential Liability arising under any Environmental Law that is pending as of the date hereof.

(s) Due Diligence Material.

All information provided by Western to Crystal in relation to Crystal's due diligence requests is accurate in all material respects as at its respective date as stated therein.

(t) Business Practices.

Since January 1, 2019, Western has not nor, to the knowledge of Western, any of its directors, executives, officers, representatives, agents or employees has: (i) used or is using any corporate funds for any illegal contributions, gifts, entertainment or other expenses relating to political activity that would be illegal; (ii) used or is using any corporate funds for any direct or indirect illegal payments to any foreign or domestic governmental officials or employees; (iii) violated or is violating any provision of the *Corruption of Foreign Public Officials Act* (Canada); (iv) established or maintained, or is maintaining, any illegal fund of corporate monies or other properties; or (v) made any bribe, illegal rebate, illegal payoff, influence payment, kickback or other illegal payment of any nature.

(u) Technical Report.

(i) The Western Properties are the only material properties of Western for the purposes of NI 43-101.

(ii) Western has complied with the requirements of NI 43-101 in all material respects, including, but not limited to, the preparation of technical reports and the most recent technical report filed with respect to the Western Properties accurately and completely sets forth all material facts relating to the Western Properties that is subject thereto as at the date of such report and there have been no Material Adverse Changes to such information.

4.2 Survival of Representations and Warranties

The representations and warranties contained in this Article 4 shall survive the execution and delivery of this Arrangement Agreement and shall expire and be terminated and extinguished on the earlier of the Effective Date and the date on which this Arrangement Agreement is terminated in accordance with its terms. Any investigation by Crystal and any of their advisors shall not mitigate, diminish or affect the representations and warranties of Western contained in this Arrangement Agreement.

ARTICLE 5
COVENANTS

5.1 Covenants of Crystal

Subject to the terms of this Arrangement Agreement, Crystal hereby covenants and agrees with Western as follows:

(a) Interim Order. As soon as reasonably practicable, and in any event no later than March 29 2021, Crystal shall file, proceed with and diligently prosecute an application to the Court for the Interim Order in accordance with Section 2.2(a), and in such a manner as to preserve for Western the availability of the exemption from the registration requirements provided by Section 3(a)(10) of the 1933 Act.

(b) Crystal Meeting. Crystal shall:

(i) forthwith carry out such terms of the Interim Order as are required under the terms thereof to be carried out by Crystal;

(ii) collaboratively together with Western,

(A) prepare and file the Circular (which shall be in a form satisfactory to each of the Parties and their respective legal counsel acting reasonably), together with any other documents required by applicable Laws, in all jurisdictions where the Circular is required to be filed and mail the Circular, as ordered by the Interim Order and in accordance with all applicable Laws, in and to all jurisdictions where the Circular is required to be mailed, complying in all material respects with all applicable Laws on the date of the mailing thereof and in the form and containing the information required by all applicable Laws, including all applicable corporate and securities legislation and requirements, and not containing any misrepresentation (as defined under applicable securities legislation and requirements) with respect thereto, other than with respect to any information relating to and provided by Western; and

(B) include in the Circular, and request approval from the Crystal Shareholders for, the Compensation Plans Amendment Resolutions.

(iii) Crystal shall:

(A) (I) take all commercially reasonable lawful action to solicit in favour of the Continuance Resolution, the Arrangement Resolution and the Compensation Plans Amendment Resolutions; (II) ensure that the Circular includes the unanimous recommendation of the Crystal Board that the Crystal Shareholders vote in favour of the Continuance Resolution, the Arrangement Resolution and the Compensation Plans Amendment Resolutions; (III) not, prior to obtaining the Crystal Shareholder Approval, (a) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Western, or fail to reaffirm its recommendation of, the Arrangement within five (5) Business Days (and in any case prior to the Crystal Meeting) after having been requested in writing by Western to do so, in a manner adverse to Western, the approval or recommendation of the Crystal Board, or any committee thereof, of this Agreement or the Arrangement; or (b) approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal until five (5) calendar days following the public announcement of such Acquisition Proposal shall not be considered an adverse modification), (a "**Change in Crystal Recommendation**") except as expressly permitted by Section 7.2 and Section 7.3 hereof;

(B) convene and conduct the Crystal Meeting in accordance with the Interim Order, Crystal's articles, by-laws and applicable Laws as soon as reasonably practicable and in any event no later than May 31, 2021; and

(C) provide notice to Western of the Crystal Meeting and all steps in the application before the Court and allow representatives of Western to attend the Crystal Meeting;

(iv) take all such actions as may be required under the BCBCA in connection with the transactions contemplated by this Arrangement Agreement and the Plan of Arrangement.

(c) Status of Voting. Crystal will use its commercially reasonable efforts to advise Western, at least on a daily basis on each of the ten (10) Business Days prior to the date of the Crystal Meeting, as to the aggregate tally of the proxies received by Crystal in respect of the Continuance Resolution and the Arrangement Resolution.

(d) Adjournment. Subject to the terms of this Arrangement Agreement, Crystal shall not adjourn, postpone or cancel the Crystal Meeting (or propose to do so), except (i) if quorum is not present at the Crystal Meeting; (ii) if required by applicable Laws or a ruling order or decree of a court having jurisdiction, Governmental Entity or other regulatory authority; or (iii) if otherwise agreed with Western.

(e) Dissent Rights. Crystal shall provide Western with a copy of any purported exercise of the Crystal Dissent Rights and written communications with any Crystal Shareholder purportedly exercising such Crystal Dissent Rights and shall not settle or compromise any action brought by any present, former or purported holder of any of their securities in connection with the transactions contemplated by this Arrangement Agreement, including the Arrangement, without the prior consent of Western.

(f) Amendments to Circular. In a timely and expeditious manner, Western and Crystal shall collaboratively prepare (and, in the case of Crystal, file) any mutually agreed (or as otherwise required by applicable Laws) amendments or supplements to the Circular (which amendments or supplements shall be in a form acceptable to the Parties, acting reasonably) with respect to the Crystal Meeting (and, in the case of Crystal, mail such amendments or supplements, as required by the Interim Order and in accordance with all applicable Laws, in and to all jurisdictions where such amendments or supplements are required to be mailed, complying in all material respects with all applicable Laws on the date of the mailing thereof).

(g) Final Order. Subject to the approval of the Arrangement Resolution in accordance with the provisions of the Interim Order, Crystal shall forthwith file, proceed with and diligently prosecute an application for the Final Order, which application shall be in form and substance satisfactory to Western, acting reasonably.

(h) Compliance with Orders. Crystal shall forthwith carry out the terms of the Interim Order and the Final Order.

(i) Copy of Documents. Crystal shall furnish promptly to Western a copy of each notice, report, schedule or other document or communication delivered, filed or received by Crystal in connection with this Arrangement Agreement, the Arrangement, the Interim Order, the Final Order, the Crystal Meeting or any other meeting at which all Crystal Shareholders are entitled to attend relating to special business, any filings made under any applicable Laws and any dealings or communications with any Governmental Entity, Securities Authority or stock exchange in connection with, or in any way affecting, the transactions contemplated by this Arrangement Agreement.

(j) Usual Business. Except as contemplated herein, Crystal shall, conduct its businesses in the ordinary course consistent with past practice in all material respects and use commercially reasonable best efforts to preserve intact its present business organization and goodwill, to keep available the services of its officers and employees as a group and to maintain satisfactory relationships with suppliers, distributors, employees and others having business relationships it.

(k) Certain Actions Prohibited. Other than as disclosed in the Crystal Disclosure Letter or except in connection with the Arrangement or as contemplated herein, Crystal shall not, without the prior written consent of Western, which consent shall not be unreasonably withheld, conditioned or delayed, directly or indirectly do or permit to occur any of the following:

(i) split, consolidate or reclassify any of the outstanding Crystal Shares nor undertake any other capital reorganization, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of any outstanding Crystal Shares nor reduce stated capital in respect of any outstanding Crystal Shares;

(ii) amend its articles or by-laws or the terms of any of its outstanding securities, including, without limitation, any outstanding indebtedness and credit facilities;

(iii) issue or sell or agree to issue or sell any securities (other than the issuance of Crystal Shares upon the exercise of currently outstanding Crystal Options, in accordance with their respective terms), or redeem, offer to purchase or purchase any of its outstanding securities;

(iv) authorize, approve, agree to issue, issue or award any Crystal Options;

(v) enter into, create, declare, adopt, amend, vary, modify or take any other action with respect to any bonus, target bonus, profit sharing, incentive, salary or other compensation, equity based award, pension, retirement, deferred compensation, severance, change in control, employment or other employee benefit plan, agreement, trust fund, award or arrangement for the benefit or welfare of any officer, director or employee, or similar rights or other benefits, except for changes in compensation for employees, other than officers and directors, in the ordinary course of business consistent with past practice;

(vi) acquire or dispose of any securities, except in the ordinary course of business consistent with past practice;

(vii) commit to any single expense having a value in excess of $10,000, except any Agreed Transaction Expenses or as contemplated in the Crystal Disclosure Letter;

(viii) acquire or commit to acquire any capital assets or group of related capital assets (through one or more related or unrelated acquisitions) having a value in excess of $10,000 in the aggregate;

(ix) incur, or commit to, operating expenditures or capital expenditures in excess of $10,000 in the aggregate or as contemplated in the Crystal Disclosure Letter;

(x) sell, lease, option, encumber or otherwise dispose of, or commit to sell, lease, option, encumber or otherwise dispose of, any assets or group of related assets (through one or more related or unrelated transactions) having a value in excess of $10,000 in the aggregate;

(xi) approve any plan and budget or any amendment thereof;

(xii) approve the grant of any power of attorney to allow any Person to take any action on behalf of Crystal or the amendment of any power of attorney allowing any Person to take any action on behalf of Crystal;

(xiii) enter into any new contract;

(xiv) (A) incur or commit to incur any indebtedness for borrowed money or issue any debt securities, (B) incur or commit to incur, or guarantee, endorse or otherwise become responsible for, any other material Liability, obligation or indemnity or the obligation of any other Person, or (C) make any loans or advances to any Person;

(xv) make any changes to existing accounting policies other than as required by applicable Laws, Applicable Securities Laws or by IFRS;

(xvi) pay, discharge or satisfy any claims, liabilities or obligations other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice in accordance with their terms, of liabilities reflected or reserved against in the Crystal Financial Statements;

(xvii) engage in any transaction with any related parties;

(xviii) commit to or enter into any new arrangements, or modify any existing arrangements, between Crystal and any shareholder or holder of convertible securities of Crystal owning or controlling more than 1% of the outstanding Crystal Shares;

(xix) commence or settle or assign any rights relating to or any interest in any litigation, proceeding, claim, action, assessment or investigation involving any of Crystal or any of its material assets;

(xx) waive, release, grant, transfer, exercise, modify or amend in any material respect, other than in the ordinary course of business consistent with past practice, (A) any material Authorization, lease, concession, contract or other document, or (B) any other material legal rights or claims;

(xxi) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives or other similar financial instruments;

(xxii) cause its current insurance and re-insurance policies within its control or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums that are currently in full force and effect;

(xxiii) increase any coverage or premiums under any directors' and officers' insurance policy or enter into any new policy;

(xxiv) acquire or agree to acquire (by merger, amalgamation, arrangement, acquisition of stock or assets or otherwise) any Person or division of any Person or make any investment either by purchase of shares or securities, contributions of capital, property transfer or purchase of any property or assets of any other Person;

(xxv) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Crystal;

(xxvi) fail to duly and timely file any material forms, reports, schedules, statements or other documents required to be filed pursuant to any applicable Laws or Applicable Securities Laws;

(xxvii) (A) fail to duly and timely file any material Tax Returns required to be filed by Crystal on or after the date hereof, and all such Tax Returns will be true, complete and correct in all material respects; (B) fail to timely withhold, collect, remit and pay any material Taxes which are required to be withheld, collected, remitted or paid by Crystal to the extent due and payable except for any Taxes contested in good faith pursuant to applicable Laws that are not required to be paid under applicable Laws and for which adequate provision is made in the relevant financial statements; (C) make or rescind any material election relating to Taxes; (D) make a request for a tax ruling, enter into a closing agreement with any taxing authorities or execute a waiver extending the period for assessment, reassessment, collection or allocation of Taxes; (E) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; or (F) change in any material respect any of its methods of reporting income, deductions or accounting for income tax purposes from those employed in the preparation of its income tax return for the tax year ending December 31, 2019 or December 31, 2018, except as may be required by applicable Laws;

(xxviii) fail to notify Western immediately, first orally and then promptly in writing, of any material change (within the meaning of the Securities Act) in relation to Crystal and of any material governmental or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated) in relation to Crystal;

(xxix) enter into any transaction or perform any act which might interfere with or be materially inconsistent with the successful completion of the Arrangement or which would render, or which may reasonably be expected to render, untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Material Adverse Effect qualification already contained within such representation or warranty) in any material respect of any representations and warranties of Crystal set forth in this Agreement; and

(xxx) announce an intention, enter into any formal or informal agreement, or otherwise make a commitment to do any of the things prohibited by any of the foregoing subsections.

(l) Employment Arrangements. Crystal shall not, without the prior written consent of Western, enter into or modify any employment, consulting, severance, collective bargaining or similar agreement, policy or arrangement with, or grant any bonus, salary increase, option to purchase shares, pension or supplemental pension benefit, profit sharing, retirement allowance, deferred compensation, incentive compensation, severance, change of control or termination pay to, or make any loan to, any officer, director, employee or consultant of Crystal.

(m) Certain Actions. Crystal shall:

(i) not take any action, or permit any action to be taken or not taken, that is (or would be) inconsistent with the provisions of this Arrangement Agreement or which would reasonably be expected to materially impede the completion of the transactions contemplated hereby; and

(ii) promptly notify Western of (A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or effect that could reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Crystal, (B) any Governmental Entity or third Person making a material complaint, investigation or hearing (or communications indicating that the same may be contemplated) with respect to the transactions contemplated by this Arrangement Agreement, (C) any breach by Crystal of any covenant or agreement contained in this Arrangement Agreement, and (D) any event occurring subsequent to the date hereof that would render any representation or warranty of Crystal contained in this Arrangement Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate such that the condition set forth in Section 6.3(a) would not be satisfied.

(n) No Compromise. Crystal shall not settle or compromise any claim brought by any present, former or purported holder of any securities of Crystal in connection with the transactions contemplated by this Arrangement Agreement prior to the Effective Time without the prior written consent of Western, which consent shall not be unreasonably withheld, conditioned or delayed.

(o) Satisfaction of Conditions. Subject to the terms of this Arrangement Agreement, Crystal shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to 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 transactions contemplated by this Arrangement Agreement, including using its commercially reasonable efforts to:

(i) obtain the approval of the Crystal Shareholders to the Arrangement in accordance with the provisions of the BCBCA and the YBCA, as applicable, the Interim Order and the requirements of any applicable regulatory authority;

(ii) obtain the approval of the TSXV for the transactions contemplated hereby;

(iii) obtain all other consents, approvals and authorizations as are required to be obtained by Crystal under any applicable Law or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated by this Arrangement Agreement or have a Material Adverse Effect on Crystal;

(iv) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Arrangement Agreement;

(v) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Arrangement Agreement, the transactions contemplated hereby or seeking to stop, or otherwise adversely affecting the ability of the parties hereto to consummate, the transactions contemplated hereby;

(vi) fulfill all conditions and satisfy all provisions of this Arrangement Agreement and the Plan of Arrangement required to be fulfilled or satisfied by Crystal; and

(vii) cooperate with Western in connection with the performance by it of its obligations hereunder, provided however that the foregoing shall not be construed to obligate Crystal to pay or cause to be paid any monies to cause such performance to occur.

(p) Cooperation. Crystal shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws, including any filings, reports, documents or applications as may be required to be filed by Western. In addition, Crystal shall cooperate with and assist Western in communicating with the Crystal Shareholders regarding support of the Plan of Arrangement and the entering into of the Crystal Support Agreements.

(q) Access and Confirmatory Review. Crystal agrees to provide Western and its representatives with reasonable access (without disruption to the conduct of Crystal's business) during normal business hours to all books, contracts, records, information, corporate charts, tax documents and files (including all technical and operational data including, without limitation, drilling results) in its possession and control and access to the personnel of Crystal on as reasonably requested basis in order to allow Western to conduct such investigations as Western may consider necessary or advisable for strategic planning and integration, for the structuring of any pre-acquisition reorganization and for any other reasons reasonably relating to the Arrangement. Nothing in the foregoing shall require Crystal to disclose information that it is prohibited from disclosing pursuant to a written confidentiality agreement or confidentiality provision of an agreement with a third party or to provide Western with access to any property where Crystal is contractually or legally prohibited from doing so. Any such investigation by Western and its representatives shall not mitigate, diminish or affect the representations and warranties of Crystal contained in this Agreement or any document or certificate given pursuant hereto.

(r) Crystal Financing. Prior to the Effective Time, Crystal shall use its commercially reasonable best efforts to satisfy the escrow release conditions pursuant to the Crystal Financing.

(s) Stock Exchange Listing. Prior to the Effective Time, Crystal shall (i) cooperate with Western in the preparation and filing with the TSXV, of all necessary applications or other documents in order to obtain the conditional listing approval of the TSXV in respect of the listing of the Crystal Shares to be issued pursuant to this Arrangement Agreement, provided that Western shall pay all fees required in connection with the TSXV applications and approvals, and (ii) take such steps as may be reasonably required to cause the Crystal Shares to continue to trade on the OTC Markets Inc. immediately following completion of the Arrangement, including making such filings and submissions as may be necessary or appropriate in furtherance of foregoing.

(t) Closing Documents. Crystal shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby all customary agreements, certificates, resolutions, opinions and other closing documents as may be required by Western, all in form satisfactory to Western, acting reasonably.

5.2 Covenants of Western

Western hereby covenants and agrees with Crystal as follows:

(a) Proceedings. In a timely and expeditious manner, Western shall take all such actions and do all such acts and things as are specified in the Interim Order, the Plan of Arrangement and the Final Order to be taken or done by Western.

(b) Crystal Meeting. Western shall, collaboratively together with Crystal, prepare the Circular (which shall be in a form satisfactory to each of the Parties and their respective legal counsel acting reasonably) together with any other documents required by applicable Laws, and in the form and containing the information required by all applicable Laws, including all applicable corporate and securities legislation and requirements, and not containing any misrepresentation (as defined under applicable securities legislation and requirements) with respect thereto, other than with respect to any information relating to and provided by Crystal and take all such actions as may be required under the BCBCA or the YBCA, as applicable, in connection with the transactions contemplated by this Arrangement Agreement and the Plan of Arrangement.

(c) Information for Circular. In a timely manner, Western shall provide to Crystal all information as may be reasonably requested by Crystal or as required by the Interim Order or applicable Laws with respect to Western and its businesses and properties for inclusion in the Circular or in any amendment or supplement to the Circular that complies in all material respects with all applicable Laws on the date of the mailing thereof and containing all material facts relating to Western required to be disclosed in the Circular and not containing any misrepresentation (as defined under applicable securities legislation) with respect thereto.

(d) Amendments to Circular. In a timely manner, Western and Crystal shall collaboratively prepare (and, in the case of Crystal, file) any mutually agreed (or as otherwise required by applicable Laws) amendments or supplements to the Circular (which amendments or supplements shall be in a form acceptable to the Parties, acting reasonably) with respect to the Crystal Meeting (and, in the case of Crystal, mail such amendments or supplements, as required by the Interim Order and in accordance with all applicable Laws, in and to all jurisdictions where such amendments or supplements are required to be mailed, complying in all material respects with all applicable Laws on the date of the mailing thereof).

(e) Certain Actions Prohibited. Other than as disclosed by Western in the Western Disclosure Letter or except as contemplated herein, Western shall not, without the prior written consent of Crystal, which consent shall not be unreasonably withheld, conditioned or delayed, directly or indirectly do or permit to occur any of the following except where to do so would be in the ordinary course of business and consistent with past practice:

(i) split, consolidate or reclassify any of its outstanding Western Interests nor undertake any other capital reorganization, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of its outstanding Western Interests, nor reduce stated capital in respect of its outstanding Western Interests;

(ii) amend its articles of organization or the terms of any of its outstanding securities, including, without limitation, any outstanding indebtedness and credit facilities;

(iii) make any changes to existing accounting policies other than as required by applicable Laws, Applicable Securities Laws or by IFRS;

(iv) cause its current insurance and re-insurance policies within its control or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums that are currently in full force and effect;

(v) adopt a plan of liquidation or resolutions providing for its liquidation or dissolution;

(vi) fail to duly and timely file any material forms, reports, schedules, statements or other documents required to be filed pursuant to any applicable Laws or Applicable Securities Laws;

(vii) (A) fail to duly and timely file any material Tax Returns required to be filed by it on or after the date hereof, and all such Tax Returns will be true, complete and correct in all material respects; (B) fail to timely withhold, collect, remit and pay any material Taxes which are required to be withheld, collected, remitted or paid by it to the extent due and payable except for any Taxes contested in good faith pursuant to applicable Laws that are not required to be paid under applicable Laws and for which adequate provision is made in the relevant financial statements; (C) make or rescind any material election relating to Taxes; (D) make a request for a tax ruling, enter into a closing agreement with any taxing authorities or execute a waiver extending the period for assessment, reassessment, collection or allocation of Taxes; (E) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; or (F) change in any material respect any of its methods of reporting income, deductions or accounting for income tax purposes from those employed in the preparation of its income tax return for the tax year ending December 31, 2019 or December 31, 2018, except as may be required by applicable Laws;

(viii) fail to notify Crystal immediately, first orally and then promptly in writing, of any material change (within the meaning of the Securities Act) in relation to Western and of any material governmental or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated) in relation to Western;

(ix) enter into any transaction or perform any act which might interfere with or be materially inconsistent with the successful completion of the Arrangement or which would render, or which may reasonably be expected to render, untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Material Adverse Effect qualification already contained within such representation or warranty) in any material respect of any representations and warranties of Western set forth in this Agreement; and

(x) announce an intention, enter into any formal or informal agreement, or otherwise make a commitment to do any of the things prohibited by any of the foregoing subsections.

(f) Usual Business. Except as contemplated herein, Western shall, conduct its businesses in the ordinary course consistent with past practice in all material respects and to use commercially reasonable best efforts to preserve intact its present business organization and goodwill and to keep available the services of its officers and employees as required.

(g) Copy of Documents. Western shall furnish promptly to Crystal a copy of any filing under any applicable Laws and any dealings or communications with any Governmental Entity, Securities Authority or stock exchange in connection with, or in any way affecting, the transactions contemplated by this Arrangement Agreement.

(h) Certain Actions.

Western shall:

(i) not take any action, or permit any action to be taken or not taken, inconsistent with the provisions of this Arrangement Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby.

(ii) promptly notify Crystal of (A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or effect that could reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Western, (B) any Governmental Entity or third Person making a material complaint, investigation or hearing (or communications indicating that the same may be contemplated) with respect to the transactions contemplated by this Arrangement Agreement, (C) any breach by Western of any covenant or agreement contained in this Arrangement Agreement, and (D) any event occurring subsequent to the date hereof that would render any representation or warranty of Western contained in this Arrangement Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate such that the condition set forth in Section 6.2(a) would not be satisfied.

(i) Satisfaction of Conditions. Western shall satisfy, or cause to be satisfied, all of the conditions precedent to its obligations to the extent the same is within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Arrangement Agreement, including using its commercially reasonable efforts to:

(i) obtain all consents, approvals, authorizations as are required to be obtained by Western under any applicable Law or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated hereby or have a Material Adverse Effect on Western;

(ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Arrangement Agreement and participate, and appear in any proceedings of, any Party before any Governmental Entity in connection with the transactions contemplated by this Arrangement Agreement;

(iii) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Arrangement Agreement, the transactions contemplated hereby or seeking to stop, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, including by entering into a consent agreement if necessary;

(iv) fulfill all conditions and satisfy all provisions of this Arrangement Agreement and the Plan of Arrangement required to be fulfilled or satisfied by it; and

(v) co-operate with Crystal in connection with the performance by Crystal of its obligations hereunder.

(j) Cooperation. Western shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws, including any filings, reports, documents or applications as may be required to be filed by Crystal.

(k) Crystal Financing. Prior to the Effective Time, Western shall cooperate with Crystal and shall use its commercially reasonable best efforts to satisfy the escrow release conditions pursuant to the Crystal Financing.

(l) Stock Exchange Listing. Prior to the Effective Time, Western shall cooperate with Crystal in the preparation and filing with the TSXV, all necessary applications or other documents and pay all fees required in order to obtain the conditional listing approval of the TSXV in respect of the listing of the Crystal Shares to be issued pursuant to this Arrangement Agreement.

(m) Closing Documents. Western shall execute and deliver, or cause to be executed and delivered at the closing of the transactions contemplated hereby all customary agreements, certificates, resolutions, opinions and other closing documents as may be required by Crystal, all in form satisfactory to Crystal, acting reasonably.

ARTICLE 6
CONDITIONS

6.1 Mutual Conditions

The respective obligations of Crystal and Western to complete the transactions contemplated herein are subject to the fulfillment of the following conditions at or before the Effective Time or such other time as is specified below:

(a) the Interim Order shall have been granted in form and substance satisfactory to the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;

(b) the Crystal Shareholder Approval shall have been obtained at the Crystal Meeting by the Crystal Shareholders in accordance with the BCBCA or the YBCA, as applicable, and the Interim Order;

(c) the Final Order shall have been obtained in form and substance satisfactory to each of the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;

(d) there shall not be in force any Law, or final, binding, non-appealable ruling, order or decree, and there shall not have been any action taken under any Law or by any Governmental Entity or other regulatory authority, that is final, binding or non-appealable that makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the consummation of the Arrangement in accordance with the terms hereof;

(e) the distribution of the Crystal Shares pursuant to the Arrangement shall be exempt from the prospectus and registration requirements of Applicable Securities Laws either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of Canada or by virtue of exemptions under Applicable Securities Laws and shall not be subject to resale restrictions under Applicable Securities Laws (other than as applicable to control persons or pursuant to Section 2.6 of National Instrument 45-102 – *Resale of Securities*);

(f) the necessary conditional approvals of the TSXV shall have been obtained, including the listing thereon, subject to official notice of issuance, of the Crystal Shares to be issued pursuant to the Arrangement as of the Effective Date, or as soon as possible thereafter and the transactions contemplated pursuant to the Arrangement;

(g) (i) all consents, waivers, permits, exemptions, orders and approvals of, and any registrations and filings with, any Governmental Entity and the expiry of any waiting periods, in connection with, or required to permit, the completion of the Arrangement; and (ii) all third Person and other consents, waivers, permits, exemptions, orders, approvals, agreements and amendments and modifications to agreements, indentures or arrangements, in each case, the failure of which to obtain or the non-expiry of which would, or could reasonably be expected to have, a Material Adverse Effect on Crystal or Western or materially impede the completion of the Arrangement, shall have been obtained or received;

(h) Crystal Shares to be issued in the United States pursuant to the Arrangement shall be exempt from registration requirements of the 1933 Act pursuant to Section 3(a)(10) thereof and shall not be subject to resale restrictions in the United States under the 1933 Act (other than as may be prescribed by Rule 144 and Rule 145 under the 1933 Act);

(i) all steps required to be taken in advance of the Effective Date to satisfy the escrow release conditions in relation to the Crystal Financing shall have been taken and satisfied and the notice to be delivered to the subscription receipt agent confirming the satisfaction of the escrow release conditions shall have been delivered as of the Effective Date;

(j) the Western Contribution shall have occurred; and

(k) this Arrangement Agreement shall not have been terminated pursuant to Article 8 hereof.

The foregoing conditions are for the mutual benefit of the Parties and may be waived by mutual consent of Crystal and Western in writing. If any of such conditions shall not be complied with or waived as aforesaid on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 6.4 hereof, any Party may terminate this Arrangement Agreement by written notice to the other in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Arrangement Agreement by such rescinding Party.

6.2 Crystal Conditions

The obligation of Crystal to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Date or such other time as is specified below (each of which is for the exclusive benefit of Crystal and may be waived by Crystal):

(a) the representations and warranties made by Western in this Arrangement Agreement that are qualified by materiality or the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct in all respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by Western in this Arrangement Agreement shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either individually or in the aggregate, have a Material Adverse Effect on Western, and Western shall have provided to Crystal a certificate of two officers thereof certifying such accuracy or lack of Material Adverse Effect on the Effective Date. No representation or warranty made by Western hereunder shall be deemed not to be true and correct if the facts or circumstances which make such representation or warranty untrue or incorrect are disclosed or referred to in the Western Disclosure Letter, or provided for or stated to be exceptions under this Arrangement Agreement;

(b) from the date of this Arrangement Agreement to the Effective Date, Western shall not have incurred or suffered, any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or could reasonably be expected to have, a Material Adverse Effect on Western;

(c) Western shall have complied in all material respects with its covenants herein and Western shall have provided to Crystal a certificate of the Chief Executive Officer and Chief Financial Officer thereof, certifying that, as of the Effective Date, it has so complied with its covenants herein; and

(d) the Western Board shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Western to permit the consummation of the Arrangement.

The foregoing conditions are for the benefit of Crystal and may be waived, in whole or in part, by Crystal in writing. If any of such conditions shall not be complied with or waived by Crystal on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 6.4 hereof, Crystal may terminate this Arrangement Agreement by written notice to Western in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Arrangement Agreement by Crystal.

6.3 Western Conditions

The obligation of Western to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Date or such other time as is specified below (each of which is for the exclusive benefit of Western and may be waived by Western):

(a) the representations and warranties made by Crystal in this Arrangement Agreement that are qualified by materiality or the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct in all respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by Crystal in this Arrangement Agreement shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either, individually or in the aggregate, have a Material Adverse Effect on Crystal, and Crystal shall have provided to Western a certificate of two officers certifying such accuracy or lack of Material Adverse Effect on the Effective Date. No representation or warranty made by Crystal hereunder shall be deemed not to be true and correct if the facts or circumstances that make such representation or warranty untrue or incorrect are disclosed or referred to in the Crystal Disclosure Letter, or provided for or stated to be exceptions under this Arrangement Agreement;

(b) from the date of this Arrangement Agreement to the Effective Date, there shall not have occurred, and Crystal shall not have incurred or suffered, any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or could reasonably be expected to have, a Material Adverse Effect on Crystal;

(c) Crystal shall have complied in all material respects with its covenants herein and Crystal shall have provided to Western a certificate of its Chief Executive Officer and the Chief Financial Officer thereof certifying that, as of the Effective Date, it has so complied with its covenants herein;

(d) Crystal Shareholders holding no more than 5% of the outstanding Crystal Shares shall have exercised the Crystal Dissent Rights (and not withdrawn such exercise) and Western shall have received a certificate, dated the day immediately preceding the Effective Date, of the Chief Executive Officer and the Chief Financial Officer of Crystal to such effect;

(e) each of the directors and officers of Crystal having delivered resignations and releases effective at the Effective Time, in form and substance satisfactory to Western, acting reasonably;

(f) the outstanding Crystal Options shall have been surrendered by the holders thereof for cancellation prior to the Effective Time, and each holder of Crystal Options shall have delivered an option cancellation agreement in form and substance satisfactory to Western, acting reasonably;

(g) Crystal shall have provided evidence satisfactory to Western of the continued listing and trading of the Crystal Shares on the OTC Markets Inc. immediately following completion of the Arrangement and shall have provided evidence of having satisfied the regularly traded rules of the OTC Markets Inc.; and

(h) the Crystal Board shall not have effected a Change in Crystal Recommendation.

The foregoing conditions are for the benefit of Western and may be waived, in whole or in part, by Western in writing. If any of such conditions shall not be complied with or waived by Western on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 6.4 hereof, Western may terminate this Arrangement Agreement by written notice to Crystal in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Arrangement Agreement by Western.

6.4 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of the termination of this Arrangement Agreement and the Effective Time of any event or state of facts which occurrence or failure would, or would be likely to:

(i) cause any of the representations or warranties of any Party contained herein to be untrue or inaccurate in any material respect on the date hereof or at the Effective Time; or

(ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder prior to the Effective Time.

(b) Western may not exercise its rights to terminate this Arrangement Agreement pursuant to Section 8.2(a)(iii)(C) and Crystal may not exercise its right to terminate this Arrangement Agreement pursuant to Section 8.2(a)(iv)(C) unless the Party intending to rely thereon has delivered a written notice to the other Parties specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment or the applicable condition or termination right, as the case may be. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may terminate this Arrangement Agreement until the expiration of a period of fifteen

(15) Business Days from such notice, and then only if such matter has not been cured by such date. If such notice has been delivered prior to the making of the application for the Final Order, such application and such filing shall be postponed until the expiry of such period. For greater certainty, in the event that such matter is cured within the time period referred to herein without a Material Adverse Effect, this Arrangement Agreement may not be terminated as a result of the cured breach.

6.5 Merger of Conditions

The conditions set out in Section 6.1, Section 6.2 or Section 6.3 hereof shall be conclusively deemed to have been satisfied, fulfilled or waived as of the Effective Time.

ARTICLE 7
NON-SOLICITATION, RIGHT TO MATCH, TERMINATION FEES AND EXPENSES

7.1 Non-Solicitation

(a) On and after the date hereof, except as otherwise provided in the Agreement, Crystal shall not, directly or indirectly, through any officer, director, employee, representative (including for greater certainty any financial or other advisors) or agent of Crystal or any of its subsidiaries (collectively, the "**Representatives**"):

(i) make, solicit, assist, initiate, encourage or otherwise facilitate (including, without limitation, by way of furnishing non-public information, permitting any visit to any facilities or properties of Crystal, or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers regarding an Acquisition Proposal;

(ii) engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to make or complete any Acquisition Proposal, provided that, for greater certainty, Crystal may advise any Person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when the Crystal Board has so determined;

(iii) make a Change in Crystal Recommendation; or

(iv) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal,

provided that nothing in this Section 7.1(a) or any other provision of this Agreement shall prevent the Crystal Board from, and the Crystal Board shall be permitted, to engage in discussions or negotiations with, or respond to enquiries from any Person that has made a *bona fide* written Acquisition Proposal that the Crystal Board has determined constitutes or would reasonably be expected to result in a Superior Proposal, or provide information pursuant to Section 7.1(f) to any Person where the requirements of that section are met.

(b) Crystal shall, and shall cause its Representatives to, immediately cease any existing solicitation, discussion or negotiation with any Person (other than Western), by or on behalf of Crystal with respect to any potential Acquisition Proposal, whether or not initiated by Crystal or any of its Representatives, and, in connection therewith, Crystal will discontinue access to any data rooms (virtual or otherwise);

(c) Crystal shall not waive, release any Person from, or fail to enforce on a timely basis any obligation under any confidentiality agreement or standstill agreement or amend any such agreement (except to allow such Person to confidentially propose to the Crystal Board an unsolicited Acquisition Proposal that did not result from a breach of Section 7.1).

(d) Within three (3) Business Days from the date hereof, Crystal shall request the return or destruction of all information provided to any third parties who have entered into a confidentiality agreement with Crystal relating to any potential Acquisition Proposal and shall use commercially reasonable best efforts to ensure that such requests are honoured in accordance with the terms of such confidentiality agreements and promptly (and in any event within twenty-four (24) hours) provide copies of all correspondence relating to same to Western. Crystal shall immediately advise Western orally and then in writing of any response or action (actual, anticipated, contemplated or threatened) by any such third party which could reasonably be expected to hinder, prevent or delay or otherwise adversely affect the completion of the Arrangement.

(e) Notwithstanding Sections 7.1(a), 7.1(b), 7.1(c) or 7.1(d), from and after the date of this Agreement, Crystal shall promptly (and in any event within twenty-four (24) hours after it has received any proposal, inquiry, offer or request) notify Western, at first orally and then in writing of: (i) any proposal, inquiry, offer or request (or any amendment thereto) relating to or constituting a *bona fide* Acquisition Proposal that did not result from a breach of Section 7.1, or (ii) any request for discussions or negotiations relating to, or which could reasonably lead to, a *bona fide* Acquisition Proposal, and/or any request for non-public information relating to Crystal or any Crystal Property or contractual or legal rights or for access to properties, books and records or a list of the Crystal Shareholders of which Representatives are (or become) aware, or any amendments to the foregoing. Such notice shall include a description of the terms and conditions of, and the identity of the Person making, any proposal, inquiry, offer or request (including any amendment thereto) that relates to or constitutes a *bona fide* Acquisition Proposal and shall include copies of any such proposal, inquiry, offer or request or any amendment to any of the foregoing. Crystal shall also provide such other details of the proposal, inquiry, offer or request, or any amendment to the foregoing that relates to or constitutes a *bona fide* Acquisition Proposal, as Western may reasonably request. Crystal shall keep Western promptly and fully informed of the status, including, without limitation, any change to the material terms, of any such proposal, inquiry, offer or request, or any amendment to the foregoing that relates to or constitutes a *bona fide* Acquisition Proposal, and will respond promptly to all inquiries by Western with respect thereto.

(f) If Crystal receives a request for non-public information from a Person who, on an unsolicited basis, has proposed to Crystal a *bona fide* Acquisition Proposal and the Crystal Board determines, in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal would be, if consummated in accordance with its terms, reasonably likely to result in a Superior Proposal, then, and only in such case, Crystal may provide such Person with access to information regarding Crystal, subject to the execution of a confidentiality agreement (the "**Third Party Confidentiality Agreement**") substantially in the form and on the terms typical for a transaction of this type, including for greater certainty, a standstill covenant that prohibits such Person, for a period of two (2) years, from acquiring or offering to acquire, any Crystal Shares (however such Third Party Confidentiality Agreement may permit the making of an Acquisition Proposal); provided further that Crystal sends a copy of any such Third Party Confidentiality Agreement to Western promptly upon its execution and Western is provided with a list of or copies of the information provided to such Person and if Western has not previously received such information, Western is immediately provided with access to the same information which was provided by Crystal to such Person.

(g) Crystal shall ensure that its Representatives are aware of the provisions of Section 7.1 and Crystal shall be responsible for any breach of this Section 7.1 by such Representatives.

(h) Subject to Section 7.2, at any time following the date of this Arrangement Agreement and prior to obtaining the Crystal Shareholder Approval, if Crystal receives an Acquisition Proposal that did not result from a breach of this Section 7.1 and which the Crystal Board concludes in good faith constitutes a Superior Proposal, it may, subject to compliance with the procedures set forth in Section 7.3 and Section 8.2, terminate this Arrangement Agreement to enter into a definitive agreement with respect to such Superior Proposal.

(i) Crystal shall not accept, approve or recommend, or enter into any agreement (other than a confidentiality agreement contemplated by Section 7.1(f)) relating to, an Acquisition Proposal unless:

(i) the Acquisition Proposal constitutes a Superior Proposal;

(ii) Crystal has complied with the provisions of Section 7.1, inclusively;

(iii) Crystal has provided Western with notice in writing that there is a Superior Proposal, together with all documentation related to and detailing the Superior Proposal (including a copy of the Third Party Confidentiality Agreement, or any confidentiality agreement between Crystal and the Person making the Superior Proposal if not previously delivered and Crystal will provide such other details of the Superior Proposal or any amendment to the Superior Proposal, as Western may reasonably request and shall keep Western fully informed as to the status, including any changes to the material terms, of such Superior Proposal, or any amendment to the foregoing, and shall respond promptly to all inquiries from Western with respect thereto), at least five (5) Business Days prior to the date on which the Crystal Board proposes to accept, approve, recommend or to enter into any agreement relating to such Superior Proposal;

(iv) five (5) Business Days shall have elapsed (the "**Right to Match Period**") from the date Western received the notice and documentation referred to in Section 7.1(i)(iii) from Crystal in respect of the Acquisition Proposal and, if Western has proposed to amend the terms of the Arrangement in accordance with Section 7.2, the Crystal Board shall have determined, in good faith, after consultation with its respective financial advisors and outside legal counsel, that the Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Arrangement by Western;

(v) Crystal concurrently terminates this Agreement pursuant to Section 8.2; and

(vi) Crystal will have paid to Western the Crystal Termination Fee.

7.2 Right to Match

(a) Crystal acknowledges and agrees that, during the Right to Match Period referred to in Section 7.1(i)(iv) or such longer period as Crystal may approve for such purpose, Western shall have the right, but not the obligation, to propose to amend the terms of this Agreement and the Arrangement and Crystal shall co-operate with Western with respect thereto, including negotiating in good faith with Western to enable Western to make such adjustments to the terms and conditions of this Agreement and the Arrangement as Western deems appropriate and as would enable Western to proceed with the Arrangement on such adjusted terms. The Crystal Board will review any proposal by Western to amend the terms of the Arrangement in order to determine, in good faith in the exercise of its fiduciary duties and consistent with Section 7.1, whether Western's proposal to amend the Arrangement would result in the Acquisition Proposal not being a Superior Proposal compared to the proposed amendment to the terms of the Arrangement.

(b) The Crystal Board shall promptly reaffirm its recommendation of the Arrangement by press release after: (i) any Acquisition Proposal which the Crystal Board as applicable, determines not to be a Superior Proposal is publicly announced or made; or (ii) the Crystal Board determines that a proposed amendment to the terms of the Arrangement would result in the Acquisition Proposal which has been publicly announced or made not being a Superior Proposal, and Western has so amended the terms of the Arrangement. Western and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such press release, recognizing that whether or not such comments are appropriate will be determined by Crystal, acting reasonably.

(c) Nothing in this Agreement shall prevent the Crystal Board from responding as required by Applicable Securities Laws to an Acquisition Proposal that it determines is not a Superior Proposal. Further, nothing in this Agreement shall prevent the Crystal Board from making any disclosure to the Crystal Shareholders if the Crystal Board, acting in good faith and upon the advice of its legal advisors, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Crystal Board and provided further that such disclosure is otherwise in accordance with the terms of this Agreement. Western and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such disclosure, recognizing that whether or not such comments are appropriate will be determined by Crystal, acting reasonably.

(d) Crystal acknowledges and agrees that each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of Section 7.1(i).

7.3 Termination Fees and Expense Reimbursement

(a) Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Arrangement Agreement and the Plan of Arrangement shall be paid by the Party incurring such fees, costs or expenses.

(b) If a Crystal Termination Fee Event occurs, Crystal shall pay, or cause to be paid, to Western (by wire transfer of immediately available funds) the Crystal Termination Fee.

(c) For the purposes of this Arrangement Agreement, "**Crystal Termination Fee Event**" means:

(i) the termination of this Arrangement Agreement pursuant to Section 8.2(a)(iii)(A) of this Agreement, in which case the Crystal Termination Fee shall be paid to Western as soon as practicable and in any event within two (2) Business Days of the day on which this Agreement is terminated;

(ii) the termination of this Arrangement Agreement pursuant to Section 8.2(a)(iii)(F) of this Agreement, in which case the Crystal Termination Fee shall be paid to Western as soon as practicable and in any event within two (2) Business Days of the day on which this Agreement is terminated; or

(iii) the termination of this Arrangement Agreement pursuant to Section 8.2(a)(ii)(A) or 8.2(a)(ii)(C) if, in either case, prior to the earlier of the termination of this Arrangement Agreement or the holding of the Crystal Meeting, (A) a *bona fide* Acquisition Proposal, or the intention to make an Acquisition Proposal, with respect to Crystal shall have been made to Crystal or publicly announced by any Person (other than Western or any of its affiliates) and not withdrawn prior to the Crystal Meeting, and (B) within twelve (12) months after the date of termination of this Agreement or the holding of the Crystal Meeting either (x) such Acquisition Proposal has been accepted, recommended or approved by the Crystal Board or has not expired, been withdrawn or been publicly abandoned, or (y) any Person or company acquires, directly or indirectly, more than 50% of the issued and outstanding Crystal Shares or more than 50% of the consolidated assets of Crystal under such Acquisition Proposal, in which case the Crystal Termination Fee shall be paid to Western on the date the Crystal Shares or assets of Crystal are acquired as described in paragraph (y) above.

(d) Each of the Parties acknowledges that the agreements contained in this Section 7.3 are an integral part of the transactions contemplated in this Arrangement Agreement and that, without those agreements, the Parties would not enter into this Arrangement Agreement. Each Party acknowledges that all of the payment amounts set out in this Section 7.3 are payments of liquidated damages which are a genuine pre-estimate of the damages, which the Party entitled to such damages will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Arrangement Agreement and are not penalties. Each Party irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive.

(e) Nothing in this Section 7.3 shall relieve or have the effect of relieving either Crystal or Western in any way from Liability for damages incurred or suffered by Crystal or Western, as applicable, as a result of an intentional or wilful breach of this Arrangement Agreement by Crystal or Western, as applicable.

(f) Nothing in this Section 7.3 shall preclude Western from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Arrangement Agreement or otherwise to obtain specific performance of any such covenants or agreements, without the necessity of posting bond or security in connection therewith.

(g) In no event shall Crystal be obligated to pay to Western an amount in respect of the termination of this Arrangement Agreement that is, in aggregate, in excess of the Crystal Termination Fee and the Crystal Termination Fee shall, in any case, only be paid once by Crystal.

(h) In the event that this Arrangement Agreement is terminated pursuant to Section 8.2(a)(iv)(C), the Agreed Transaction Expenses shall be reimbursed in full by Western to Crystal and such amounts shall be paid to Crystal by Western as soon as practicable and in any event within two (2) Business Days of the day on which this Agreement is terminated.

7.4 Access to Information; Confidentiality

(a) From the date hereof until the earlier of the Effective Time and the termination of this Arrangement Agreement, subject to compliance with applicable Laws and the terms of any existing Contracts, Crystal shall, and shall cause its officers, directors, employees, independent auditors, accounting advisers and agents to, afford to Western and to the officers, employees, agents and representatives of Western such access as Western may reasonably require at all reasonable times, including for the purpose of facilitating integration business planning, to their officers, employees, agents, properties, books, records and Contracts, and shall furnish Western with all data and information as Western may reasonably request.

(b) All information of a confidential nature relating to a Party or its business that is disclosed to another Party in accordance with this Agreement or in connection with the Arrangement and the transactions contemplated herein shall be held in confidence by the receiving Party and shall not be disclosed to any Person or the public except with the prior written consent of the disclosing Party, acting reasonably. Such consent shall not apply to the disclosure of confidential information as required by applicable Law or stock exchange requirements, provided that (i) only the confidential information that is legally required may be disclosed, and (ii) the Party making such disclosure as required by applicable Law or stock exchange requirements shall consult with the Party who disclosed the confidential information in accordance with this Agreement or in connection with the Arrangement and the transactions contemplated herein and co-operate with such Party who disclosed the confidential information to obtain a protective order or other remedy.

7.5 Insurance and Indemnification

(a) Western agrees that for the period from the Effective Date until six (6) years after the Effective Date, Western shall cause Crystal or any successor (including the successor resulting from the winding-up or liquidation or dissolution of Crystal) to maintain Crystal's current directors' and officers' insurance policy or an equivalent policy subject in either case to terms and conditions no less advantageous to the directors and officers of Crystal than those contained in the policy in effect on the date hereof, for all present and former directors and officers of Crystal, covering claims made prior to or within six (6) years after the Effective Date. Western also agrees that after the expiration of such period of six (6) years, if there is no cost in doing so, it will use all commercially reasonable best efforts to cause such directors and officers to be covered under Western's then existing directors’ and officers’ insurance policy, if any. Western shall, and shall cause Crystal (or its successor) to, indemnify the directors and officers of Crystal to the fullest extent to which Western and Crystal are permitted to indemnify such directors and officers under their respective charter, articles, by-laws, applicable Laws and contracts of indemnity.

ARTICLE 8
TERM, TERMINATION, AMENDMENT AND WAIVER

8.1 Term

This Arrangement Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Arrangement Agreement in accordance with its terms.

8.2 Termination

(a) This Arrangement Agreement, other than Section 7.3 hereof, may be terminated and the Arrangement may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Arrangement Agreement, the Arrangement Resolution by the Crystal Shareholders or the approval of the Arrangement by the Court):

(i) by mutual written agreement of Crystal and Western; or

(ii) by each of Crystal or Western, if:

(A) the Effective Time shall not have occurred on or before the Completion Deadline, except that the right to terminate this Arrangement Agreement under this Section 8.2(a)(ii)(A) shall not be available to any Party whose failure to fulfill any of its obligations or whose breach of any of its representations and warranties under this Arrangement Agreement has been the cause of, or directly resulted in, the failure of the Effective Time to occur by such Completion Deadline; or

(B) after the date hereof, there shall be enacted or made any applicable Law that makes consummation of the Arrangement illegal or otherwise prohibited or enjoins Crystal or Western from consummating the Arrangement and such applicable Law (if applicable) or enjoinment shall have become final and non-appealable; or

(C) the Arrangement Resolution shall have failed to obtain the Crystal Shareholder Approval at the Crystal Meeting (including any adjournment or postponement thereof) in accordance with the Interim Order;

(iii) by Western, if:

(A) prior to obtaining the Crystal Shareholder Approval, there is a Change in Crystal Recommendation;

(B) any condition set forth in Section 6.1 or Section 6.3 is not satisfied, and such condition is incapable of being satisfied by the Completion Deadline;

(C) subject to Section 6.4, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Crystal set forth in this Arrangement Agreement (other than as set out in Section 7.1) shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.3 not to be satisfied, and such conditions are incapable of being satisfied by the Completion Deadline; provided that Western is not then in breach of this Arrangement Agreement so as to cause any of the conditions set forth in Section 6.1 or Section 6.3 not to be satisfied;

(D) Crystal is in material breach or in default of any of its obligations or covenants set forth in Section 7.1;

(E) the Crystal Meeting has not occurred on or before May 31, 2021, provided that the right to terminate this Arrangement Agreement pursuant to this Section 8.2(a)(iii)(E) shall not be available to Western if the failure by Western to fulfil any obligation hereunder is the cause of, or results in, the failure of the Crystal Meeting to occur on or before such date; or

(F) the Crystal Board authorizes Crystal to enter into a legally binding agreement relating to a Superior Proposal.

(iv) by Crystal, if:

(A) the Crystal Board authorizes Crystal, subject to complying with the terms of this Arrangement Agreement, to enter into a legally binding agreement with respect to a Superior Proposal; provided that concurrently with such termination, Crystal pays the Crystal Termination Fee payable pursuant to Section 7.3;

(B) any condition set forth in Section 6.1 or Section 6.2 is not satisfied, and such condition is incapable of being satisfied by the Completion Deadline;

(C) subject to Section 6.4, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Western set forth in this Arrangement Agreement shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied, and such conditions are incapable of being satisfied by the Completion Deadline; provided that Crystal is not then in breach of this Arrangement Agreement so as to cause any of the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied; or

(b) The Party desiring to terminate this Arrangement Agreement pursuant to this Section 8.2 (other than pursuant to Section 8.2(a)(i)) shall give notice of such termination to the other Party.

(c) If this Arrangement Agreement is terminated pursuant to this Section 8.2, this Arrangement Agreement shall become void and of no effect without Liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party hereto, except as otherwise expressly contemplated hereby, and provided that the provisions of this Section 8.2(c), Sections 7.3, Section 7.4(b), Article 9 and the confidentiality terms and conditions shall survive any termination hereof pursuant to Section 8.2(a); provided further that neither the termination of this Arrangement Agreement nor anything contained in this Section 8.2 shall relieve a Party from any Liability arising prior to such termination. The termination of this Arrangement Agreement shall not constitute a termination of the Letter Agreement, which shall continue in full force and effect in accordance with its terms.

8.3 Mutual Understanding Regarding Amendments

(a) In addition to the transactions contemplated hereby or at the request of a Party, the Parties shall continue from and after the date hereof and through and including the Effective Date to use their respective commercially reasonable efforts to maximize present and future planning opportunities for Western, Crystal, the Western Members and the Crystal Shareholders as and to the extent that the same shall not prejudice any party hereto or the shareholders thereof. The Parties will ensure that such planning activities do not impede the progress of the Arrangement in any material way.

(b) The Parties mutually agree that if a Party proposes any other amendment or amendments to this Arrangement Agreement or to the Plan of Arrangement, each other Party will act reasonably in considering such amendment and if the other of them and the shareholders thereof are not materially prejudiced by reason of any such amendment they will co-operate in a reasonable fashion with the Party proposing the amendment so that such amendment can be effected subject to applicable Laws and the rights of the Western Members and the Crystal Shareholders.

(c) At any time prior to the Crystal Meeting: Western shall be entitled to propose to Crystal modifications to the Arrangement in order to facilitate the Tax or other planning objectives of Western, provided, in each case, that: (i) such proposal is not likely to materially prejudice Crystal, the Western Members or the Crystal Shareholders; (ii) such proposal would not impede or materially delay the completion of the transactions contemplated hereby; (iii) Western has provided notice of such proposal to the Crystal Parties not less than fifteen (15) Business Days prior to the date of the Crystal Meeting; (iv) implementation of the proposal would not result in a transaction that is inconsistent with the fundamental terms of this Arrangement Agreement; and (v) any additional costs, expenses and fees incurred by Crystal pursuant to the modifications to the Arrangement proposed by Western shall be paid in accordance with Section 9.4.

(d) Each of Western and Crystal agree that any such modifications and any transactions or steps taken in accordance with this Section 8.3 shall not be considered in determining whether any representation or warranty made by them under this Arrangement Agreement has been breached if such modifications, transactions and steps are the sole cause of such breach.

(e) Western and Crystal shall enter into an amending agreement reflecting the proposed amendments to the Arrangement and this Arrangement Agreement and the Plan of Arrangement shall be modified accordingly and Western and Crystal shall each use their respective commercially reasonable efforts to communicate any such modifications to the Western Members and the Crystal Shareholders and to ensure that any such modifications are, to the extent required under applicable Law, presented to the Crystal Shareholders at the Crystal Meeting.

8.4 Amendment

This Arrangement Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Crystal Meeting but not later than the Effective Time, be amended by mutual written agreement of Crystal and Western, and any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and/or

(d) waive compliance with or modify any mutual conditions precedent herein contained.

8.5 Waiver

Any Party may: (i) extend the time for the performance of any of the obligations or acts of the other Parties; (ii) waive compliance, except as provided herein, with any of the other Parties agreements or the fulfilment of any conditions to its own obligations contained herein; or (iii) waive inaccuracies in any of the other Parties representations or warranties contained herein or in any document delivered by the other Parties; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

ARTICLE 9
GENERAL

9.1 Privacy

Each Party shall comply with applicable privacy Laws in the course of collecting, using and disclosing personal information about an identifiable individual (the "**Transaction Personal Information**"). Western shall not disclose Transaction Personal Information to any Person other than to its advisors who are evaluating and advising on the transactions contemplated by this Arrangement Agreement. If Western completes the transactions contemplated by this Arrangement Agreement, Western shall not, following the Effective Date, without the consent of the individuals to whom such Transaction Personal Information relates or as permitted or required by applicable Law, use or disclose Transaction Personal Information for purposes other than those for which such Transaction Personal Information was collected by Crystal prior to the Effective Date; and which does not relate directly to the carrying on of Crystal's business or to the carrying out of the purposes for which the transactions contemplated by this Arrangement Agreement were implemented.

Western shall protect and safeguard the Transaction Personal Information against unauthorized collection, use or disclosure. Western shall cause its advisors to observe the terms of this Section 9.1 and to protect and safeguard Transaction Personal Information in their possession. If this Arrangement Agreement shall be terminated, Western shall promptly deliver to Crystal all Transaction Personal Information in its possession or in the possession of any of its advisors, including all copies, reproductions, summaries or extracts thereof.

9.2 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Arrangement Agreement by a Party shall be in writing and shall be delivered by hand to the Party to which the notice is to be given at the following address or sent by facsimile or other electronic transmission to the following numbers or to such other address, facsimile number or email address as shall be specified by a Party by like notice. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by facsimile or other electronic transmission be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 4:30 p.m. (Montréal time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day. The address for service of each of the Parties hereto shall be as follows:

(a) if to Crystal:

Crystal Peak Minerals Inc.
2150 South 1300 East, Suite 550
Salt Lake City, Utah
84106

Attention: Blake L. Measom
Email: blake@crystalpeakminerals.com

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

Osler, Hoskin & Harcourt LLP
Suite 1700, Guinness Tower
1055 West Hastings Street
Vancouver, British Columbia, Canada V6E 2E9

Attention: Alan Hutchison
Email: ahutchison@osler.com

(b) if to Western:

Western Exploration LLC
121 Woodland Avenue, Suite 140
Reno, NV 89523

Attention: Darcy Marud
Email: dmarud@westernexploration.com

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

Coral Reef Capital LLC
1Rockefeller Center, Suite 2300
New York, NY 10020

Attention: Marceau Schlumberger and John Rogers
Email: marceau@coralreefcap.com
john@coralreefcap.com

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

Bennett Jones LLP
Suite 3400, One First Canadian Place, P.O. Box 130
Toronto, ON M5X 1A4

Attention: Sander A.J.R. Grieve
Email: grieves@bennettjones.com

9.3 Remedies

Subject to Section 7.3, the Parties acknowledge and agree that an award of money damages may be inadequate for any breach of this Arrangement Agreement by any Party or its Representatives and advisors and that such breach may cause the non-breaching Party irreparable harm. Accordingly, the Parties agree that, in the event of any such breach or threatened breach of this Arrangement Agreement by one of the Parties, each Party will be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance. Subject to any other provision hereof including, without limitation, Section 7.3 hereof, such remedies will not be the exclusive remedies for any breach of this Arrangement Agreement but will be in addition to all other remedies available hereunder or at law or in equity to each of the Parties.

9.4 Expenses

Subject to Section 7.3(h), the Parties agree that all out-of-pocket expenses incurred in connection with this Arrangement Agreement and the transactions contemplated hereby, including the Crystal Meeting, the preparation and mailing of the Circular, all legal and accounting fees, printing costs, financial advisor fees and all disbursements by advisors, including the indemnification provisions relating thereto, shall be paid by the Party incurring such costs, and no Related Party Payables will be paid after the date hereof until the closing of the Arrangement. Notwithstanding the foregoing, and except for the Agreed Transaction Expenses payable by Western pursuant to Section 7.3(h), Crystal's Agreed Transaction Expenses will be paid from the proceeds of the Crystal Financing; provided, however, that if the Crystal Financing is not completed, other than due to (i) Crystal's failure to satisfy all required conditions to closing of the Crystal Financing, or (ii) a market disruption or other unfavorable capital market conditions affecting North American mining companies generally and otherwise outside of the reasonable control of the Parties, then Western shall be responsible for payment of the Agreed Transaction Expenses. Further, to the extent unrestricted cash available to Crystal at the earlier of (i) April 30, 2021; or (ii) the closing of the Arrangement, is less than $190,000, that portion of the Related Party Payables which, if paid, would result in Crystal holding less than $190,000, will be cancelled and all of Crystal's obligations to pay that portion of the Related Party Payables shall be terminated and released at the closing of the Arrangement.

The provisions of this Section 9.4 shall survive the termination of this Arrangement Agreement.

9.5 Time of the Essence

Time shall be of the essence in this Arrangement Agreement.

9.6 Entire Agreement

This Arrangement Agreement, together with the agreements and other documents herein or therein referred to, constitute the entire agreement and understanding between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof, including the Letter Agreement. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

9.7 Further Assurances

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

9.8 Governing Law; Waiver of Jury Trial

This Arrangement Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Arrangement Agreement and waives any defences to the maintenance of an action in the Courts of the Province of British Columbia.

9.9 Execution in Counterparts

This Arrangement Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same. Delivery of an executed counterpart of the signature page to this Arrangement Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Arrangement Agreement, and any Party delivering an executed counterpart of the signature page to this Arrangement Agreement by facsimile or other electronic means to any other Party shall thereafter also promptly deliver a manually executed original counterpart of this Arrangement Agreement to such other Party, but the failure to deliver such manually executed original counterpart shall not affect the validity, enforceability or binding effect of this Arrangement Agreement.

9.10 Waiver

No waiver or release by any Party shall be effective unless in writing and executed by the Party granting such waiver or release and any waiver or release shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence. Waivers may only be granted upon compliance with the provisions governing amendments set forth in Section 8.3 hereof.

9.11 No Personal Liability

(a) No director or officer of Crystal shall have any personal Liability whatsoever to Western under this Arrangement Agreement or any other document delivered in connection with this Arrangement Agreement or the Arrangement by or on behalf of Crystal.

(b) No director or officer of Western shall have any personal Liability whatsoever to Crystal under this Arrangement Agreement or any other document delivered in connection with this Arrangement Agreement or the Arrangement by or on behalf of Western.

9.12 Enurement and Assignment

Western may assign all or part of its rights under this Arrangement Agreement to, and its obligations under this Arrangement Agreement may be assumed by, a direct or indirect subsidiary of Western, provided that if such assignment and/or assumption takes place, Western shall continue to be liable jointly and severally with such subsidiary for all of its obligations hereunder.

This Arrangement Agreement shall enure to the benefit of the Parties and their respective successors and permitted assigns and shall be binding upon the Parties and their respective successors. This Arrangement Agreement may not be assigned by any Parties without the prior written consent of the other Party.

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

IN WITNESS WHEREOF the parties hereto have executed this Arrangement Agreement as of the date first above written.

CRYSTAL PEAK MINERALS INC.

Per: (Signed) ***"Blake Measom"***
Name: Blake L. Measom
Title: Chief Executive Officer

WESTERN EXPLORATION LLC

Per: (Signed) ***"Darcy Marud"***
Name: Darcy Marud
Title: President & Chief Executive Officer

SCHEDULE "A"
FORM OF PLAN OF ARRANGEMENT

REDACTED

SCHEDULE "B"
CRYSTAL CONTINUANCE RESOLUTION

BE IT RESOLVED BY SPECIAL RESOLUTION THAT:

1. The continuation of Crystal Peak Minerals Inc. ("**Crystal**") from the Yukon Territory to the Province of British Columbia (the "**Continuance**"), pursuant to section 308 of the *Business Corporations Act* (British Columbia) ("**BCBCA**") and the applicable provisions of the *Business Corporations Act* (Yukon) ("**YBCA**"), all as more particularly described and to be set forth in the management information circular of Crystal (the "**Circular**") accompanied by the notice of the meeting, be and is hereby authorized and approved and the Company is hereby authorized to apply to the Registrar of Companies of British Columbia to continue as a British Columbia company;

2. Subject to the Continuance becoming effective, and without affecting the validity of any act of Crystal under its existing articles and by-laws, the adoption by Crystal of notice of articles and articles in substitution for the existing articles and by-laws of Crystal is hereby authorized and approved;

3. Any one director or officer of Crystal be authorized to apply for, execute and file the form of documents required pursuant to the BCBCA and YBCA in respect of the Continuance, including the certificate of continuance, and including any supplements or amendments thereto, and make all such applications as may be necessary in connection with the Continuance;

4. Notwithstanding that this special resolution has been duly passed by the holders of common shares of Crystal, the board of directors of Crystal may, without further notice or approval of the shareholders of Crystal, decide not to proceed with the Continuance or otherwise give effect to this special resolution, at any time prior to the Continuance becoming effective; and

5. Any one or more of the directors or officers of Crystal be authorized and directed to perform all such acts, deeds and things and execute and file all instruments and documents as may be necessary or desirable to fulfill the intent of this special resolution.

SCHEDULE "C"
CRYSTAL ARRANGEMENT RESOLUTION

BE IT RESOLVED BY SPECIAL RESOLUTION THAT:

1. The arrangement (the "**Arrangement**") under the provisions of Division 5 of Part 9 of the Business Corporations Act (*British Columbia*) involving Crystal Peak Minerals Inc. ("**Crystal**") pursuant to the arrangement agreement (the "**Arrangement Agreement**") between Crystal and Western Exploration LLC ("**Western**") dated February 19, 2021, all as more particularly described and to be set forth in the management information circular of Crystal (the "**Circular**") accompanied by the notice of the meeting (as the Arrangement may be modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

2. The plan of arrangement, as it has been or may be modified or amended in accordance with the Arrangement Agreement and its terms, involving Crystal (the "**Plan of Arrangement**"), the full text of which is set out as Schedule "A" to the Arrangement Agreement, is hereby authorized, approved and adopted.

3. The Arrangement Agreement, the actions of the directors of Crystal in approving the Arrangement, and the actions of the officers of Crystal in executing and delivering the Arrangement Agreement, and any modifications or amendments thereto are hereby ratified and approved.

4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the Crystal Shareholders (as defined in the Arrangement Agreement) or that the Arrangement has been approved by the Supreme Court of British Columbia (the "**Court**"), the directors of Crystal are hereby authorized and empowered, at their discretion, without further notice to or approval of the Crystal Shareholders: (a) to amend or modify the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; and (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.

5. Any director or officer of Crystal is hereby authorized and directed for and on behalf of Crystal to execute, whether under corporate seal of Crystal or otherwise, and to deliver such other documents as are necessary or desirable in accordance with the Arrangement Agreement for filing.

6. Any one or more directors or officers of Crystal is hereby authorized, for and on behalf and in the name of Crystal, to execute and deliver, whether under corporate seal of Crystal or otherwise, all such agreements, forms, waivers, notices, certificate, confirmations and other documents and instruments, and to do or cause to be done all such other acts and things, as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including (a) all actions required to be taken by or on behalf of Crystal, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Crystal; such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.