No. S- 219825
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE BRITISH COLUMBIA *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, C.57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING CRYSTAL PEAK MINERALS INC. AND 1331971 B.C. LTD.

CRYSTAL PEAK MINERALS INC. AND 1331971 B.C. LTD.

PETITIONERS

ORDER MADE AFTER APPLICATION
(FINAL ORDER)

BEFORE	) THE HONOURABLE	)	
	) JUSTICE VEENSTRA	)	DEC 17 2021
	)	)	

ON THE APPLICATION of the Petitioners, coming on for hearing at 800 Smithe Street, Vancouver, British Columbia, on December 17, 2021, by telephone or videoconference; AND UPON HEARING Brodie Noga, counsel for the Petitioners; and no one else appearing on behalf of any securityholder of Crystal Peak Minerals Inc. ("**Crystal Peak**"), or any other person affected; AND UPON READING the Petition to the Court herein dated November 9, 2021; AND UPON READING the Interim Order of Master Taylor made herein on November 12, 2021; AND UPON READING the written submissions of the Petitioners; AND UPON READING Affidavit #1 and #2 of Dean Pekeski sworn on November 9, 2021 and December 13, 2021, respectively, Affidavit #1 of Mariana Campos sworn on December 13, 2021, and Affidavit #1 of Alan Hutchison sworn on December 15, 2021; AND UPON IT APPEARING that notice of the time and place of the hearing of this application was given to the securityholders of Crystal Peak; AND UPON the requisite approval of the shareholders of Crystal Peak having been obtained at the annual general and special meeting of Crystal Peak held on December 15, 2021;

AND UPON CONSIDERING the fairness to the parties affected thereby of the terms and conditions of the Arrangement (as defined below) and of the transactions contemplated by the Arrangement; AND UPON BEING INFORMED that it is the intention of the parties to rely on section 3(a)(10) of the United States Securities Act of 1933, as amended (the "**US Securities Act**") and that the declaration of the fairness of, and the approval of, the Arrangement contemplated in the Plan of Arrangement (as defined hereinafter), by this Court in this Final Order will serve as the basis of a claim to an exemption, pursuant to section 3(a)(10) of the US Securities Act, from the registration requirements otherwise imposed by the US Securities Act regarding the distribution of securities pursuant to the Plan of Arrangement;

THIS COURT ORDERS and DECLARES that:

1. pursuant to the provisions of s. 291(4)(c) of the British Columbia *Business Corporations Act*, S.B.C. 2002, C. 57, as amended (the **"BCBCA"**), the arrangement set forth in the plan of arrangement (the "**Plan of Arrangement**"), a copy of which is attached hereto as **Schedule "A"**, including the terms and conditions thereof, is procedurally and substantively fair and reasonable;

2. the Arrangement as provided for in the Plan of Arrangement be and hereby is approved pursuant to the provisions of s. 291(4)(a) of the BCBCA; and

3. The Petitioners and Western Exploration Inc. may at any time apply to vary this Order, to seek direction of this Court as to the implementation of this Order, or to apply for such further order or orders as may be appropriate.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the Petitioners
Brodie Noga

REGISTRAR

BY THE COURT

BY THE COURT

REGISTRAR

J.

Form
CHECKED

BY THE COURT

Registrar

SCHEDULE "A"

PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

In this Plan of Arrangement, any capitalized term used herein and not defined in this Plan of Arrangement will have the meaning ascribed thereto in the Arrangement Agreement. Unless the context otherwise requires, the following words and terms used in this Plan of Arrangement will have the meanings hereinafter set forth:

"Agency Agreement" means the agency agreement dated October 13, 2021 among Crystal, Western and the Agents;

"Agents" means, collectively, Canaccord Genuity Corp., Stifel Nicolaus Canada Inc., and Cormark Securities Inc., as agents of the Crystal Financing;

"Amalco" has the meaning ascribed to such term in Section 2.3(h);

"Amalco Shares" means the common shares in the capital of Amalco, having the same rights and restrictions as the Western Parentco Shares;

"Amalgamation" has the meaning ascribed to such term in Section 2.3(h);

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

"Arrangement Agreement" means the arrangement agreement between Western and Crystal dated February 19, 2021, as amended effective July 12, 2021, as further amended effective October 12, 2021, as further amended effective November 9, 2021, together with the Western Disclosure Letter, the Crystal Disclosure Letter and the schedules attached thereto, as amended, amended and restated or supplemented from time to time;

"Arrangement Filings" means the records and information required to be filed with the Registrar under Section 292(a) of the BCBCA in respect of the Arrangement, together with a copy of the Final Order;

"Arrangement Dissent Rights" means the rights of dissent in respect of the Arrangement as contemplated in this Plan of Arrangement;

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

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

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

"**Consolidation**" has the meaning ascribed to such term in Section 2.3(f);

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

"**Continuance Dissent Rights**" means the rights of dissent in respect of the Continuance Resolution pursuant to the YBCA;

"**Continuance Dissenting Shareholders**" means a registered holder of Crystal Shares or Non-Voting Crystal Shares who has validly exercised Continuance Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Continuance Dissent Rights as of the effective time of the Continuance, but only in respect of the Crystal Shares or Non-Voting Crystal Shares, as the case may be, in respect of which Continuance Dissent Rights are validly exercised by such holder;

"**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" to the Arrangement Agreement;

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

"**Crystal**" means Crystal Peak Minerals Inc., a corporation existing under the YBCA prior to the Continuance and continued under the BCBCA upon the occurrence of the Continuance, and, following the effective time of the name change contemplated by Section 2.3(j), means the Resulting Issuer;

"**Crystal Arrangement Resolution**" means the special resolution of the Crystal Shareholders approving the Arrangement, the Plan of Arrangement and the Arrangement Agreement;

"**Crystal Broker Warrants**" means the Post-Consolidation Crystal Share purchase warrants issued to the Agents, each of which entitles the holder to purchase, following the satisfaction or waiver of the Escrow Release Conditions (as defined in the Agency Agreement) and for a period of 12 months following the Effective Date, one Post-Consolidation Crystal Share at a price of $3.05 per Post-Consolidation Crystal Share;

"**Crystal Consideration Shares**" means 27,695,624 Post-Consolidation Crystal Shares;

"**Crystal Disclosure Letter**" means the letter delivered by Crystal to Western in the form accepted by and on behalf of Western with respect to certain matters in the Arrangement Agreement;

"**Crystal Financing**" means the best efforts private placement of up to 3,773,584 Crystal Subscription Receipts, at a price of $2.65 per Crystal Subscription Receipt;

"**Crystal Meeting**" has the meaning ascribed to such term in the Arrangement Agreement;

"**Crystal Options**" means the stock options issued pursuant to the Crystal Stock Option Plan;

"Crystal RSU Plan" means the restricted share unit 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;

"Crystal RSUs" means the restricted share units issued pursuant to the Crystal RSU Plan;

"Crystal Shareholder" means a holder of Crystal Shares;

"Crystal Shareholder Approval" means the requisite approvals of the Continuance Resolution and the Arrangement Resolution by the Crystal Shareholders;

"Crystal Shares" means the common shares in the capital of Crystal;

"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;

"Crystal Subco" means 1331971 B.C. Ltd., a corporation organized under the BCBCA, and a wholly-owned subsidiary of Crystal immediately prior to the Effective Time;

"Crystal Subco Arrangement Resolution" means a special resolution of Crystal, as the sole shareholder of Crystal Subco, approving the Amalgamation and the matters of the Arrangement relating to Crystal Subco;

"Crystal Subco Shares" means the common shares in the capital of Crystal Subco;

"Crystal Subscription Receipts" means the subscription receipts of Crystal issued pursuant to the Subscription Receipt Agreement that are outstanding immediately prior to the Effective Time, with each subscription receipt entitling the holder thereof to receive (i) one (1) Post-Consolidation Crystal Share, and (ii) one Warrant (for the avoidance of doubt, on a post-Consolidation basis), without payment or any further authorization, act or formality on the part of the holder thereof, in accordance with the terms and conditions of the Subscription Receipt Agreement;

"Depositary" means TSX Trust Company, appointed to act as depositary for the purpose of, among other things, (i) exchanging certificates representing Pre-Consolidation Crystal Shares for Post-Consolidation Crystal Shares, and (ii) exchanging certificates representing Western Parentco Shares for Crystal Consideration Shares in connection with the Arrangement;

"Dissent Procedures" means the procedures to be taken by a Crystal Shareholder in exercising Arrangement Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 3 of this Plan of Arrangement;

"Dissenting Shareholders" means registered Non-Voting Crystal Shareholders or registered Crystal Shareholders, as the case may be, who have duly and validly exercised their Arrangement Dissent Rights in strict compliance with the Dissent Procedures and whose Arrangement Dissent Rights have not terminated;

"Effective Date" means the date on which the Arrangement Filings are filed with the Registrar in accordance with the terms of the Arrangement Agreement;

"Effective Time" means 12:01 a.m. (Vancouver time) on the Effective Date, or such other time on the Effective Date as the Parties may, prior to the Effective Date, agree to in writing;

"Exchange Agreement" means the share exchange agreement to be entered into by the Western Members, Western and Western Parentco prior to the Effective Time, relating to the Membership Interest Exchange;

"Final Order" means the final order of the Court pursuant to Section 291 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;

"Final Proscription Date" has the meaning ascribed to such term in Section 4.3;

"Former Crystal Optionholder" means, at and following the Effective, a holder of Crystal Options immediately prior to the Effective Time;

"Former Crystal RSU Holder" means, at and following the Effective Time, a holder of Crystal RSUs immediately prior to the Effective Time;

"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;

"Initial Amalco Director Nominees" means, collectively, the following individuals who shall be the initial directors of Amalco in accordance with Section 2.3(h)(x), being Marceau Schlumberger, John Rogers and Darcy Marud;

"Initial Resulting Issuer Director Nominees" shall have the meaning ascribed to such term in Section 2.3(l);

"Initial Western Parentco Share" means one Western Parentco Share issued to the Initial Western Parentco Shareholder;

"Initial Western Parentco Share Subscription Price" means $1, being the amount paid by the Initial Western Parentco Shareholder for the Initial Western Parentco Share;

"Initial Western Parentco Shareholder" means Darcy Marud, the Chief Executive Officer and Manager of Western;

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

"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;

"Letter of Transmittal" means the letter of transmittal sent by Crystal to the Crystal Shareholders and Non-Voting Crystal Shareholders for use in connection with the Arrangement and the Consolidation, providing for the delivery of certificates representing Post-Consolidation Crystal Shares to Participating Crystal Shareholders and Participating Non-Voting Crystal Shareholders, as the case may be, following the completion of the Arrangement;

"Membership Interest Exchange" the exchange of Western Interests for Western Parentco Shares, in accordance with the terms outlined in the Exchange Agreement;

"Non-Voting Crystal Shareholder" means a holder of Non-Voting Crystal Shares;

"Non-Voting Crystal Shares" means the non-voting common shares in the capital of Crystal;

"paid-up capital" has the meaning ascribed to such term in the Tax Act;

"Participating Crystal Shareholder" means a holder of Crystal Shares (other than a Dissenting Shareholder) who is entitled to receive Post-Consolidation Crystal Shares pursuant to the Arrangement, and includes a Participating Non-Voting Crystal Shareholder who receives Crystal Shares in exchange for Non-Voting Crystal Shares pursuant to Section 2.3(e);

"Participating Non-Voting Crystal Shareholder" means a holder of Non-Voting Crystal Shares (other than a Dissenting Shareholder) whose Non-Voting Crystal Shares are exchanged for Crystal Shares pursuant to the Arrangement;

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

"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;

"Plan of Arrangement" means this plan of arrangement and any amendments or variations made in accordance with the Arrangement Agreement or this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably;

"Post-Consolidation Crystal Share" means a Crystal Share after giving effect to the Consolidation;

"Pre-Consolidation Crystal Share" means a Crystal Share prior to giving effect to the Consolidation;

"Registrar" means the person appointed as the Registrar of Companies under Section 400 of the BCBCA;

"Resulting Issuer" has the meaning ascribed to such term in Section 2.3(j);

"Resulting Issuer Agnico Warrants" means the Post-Consolidation Crystal Share purchase warrants issued to Agnico Eagle (USA) Limited pursuant to Section 2.3(h)(xii), each of which entitles the holder to purchase until May 15, 2023, one Post-Consolidation Crystal Share at a price of US$2.67 per Post-Consolidation Crystal Share;

"Resulting Issuer Broker Warrants" means the common share purchase warrants of the Resulting Issuer issued to the Agents pursuant to Section 2.3(k), each of which entitles the holder to purchase, for a period of 12 months following the Effective Date, one Resulting Issuer Share at a price of $3.05 per Resulting Issuer Share;

"Resulting Issuer Share" means a Post-Consolidation Crystal Share;

"Subscription Receipt Agent" means the subscription receipt agent appointed from time to time under the Subscription Receipt Agreement;

"Subscription Receipt Agreement" means the agreement between Crystal, Canaccord Genuity Corp. and TSX Trust Company dated October 13, 2021 in respect of the issuance of the Crystal Subscription Receipts;

"Tax Act" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended;

"U.S." means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

"Warrant" means a common share purchase warrant of Crystal entitling the holder thereof to purchase one Post-Consolidation Crystal Share at a price of $3.975 per Post-Consolidation Crystal Share for a period of 24 months from the closing date of the Crystal Financing, with such Warrant to be issued in connection with the automatic conversion of a Crystal Subscription Receipt under the terms of the Warrant Indenture;

"Warrant Agent" means the warrant agent appointed from time to time under the Warrant Indenture;

"Warrant Indenture" means the agreement between Crystal and TSX Trust Company in respect of the issuance of the Warrants;

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

"Western Debt Settlement" means the settlement of debt owing by Western in the aggregate amount of US$1,154,652 in exchange for Western Interests;

"Western Disclosure Letter" means the letter delivered by Western to Crystal in the form accepted by and on behalf of Crystal with respect to certain matters in the Arrangement Agreement;

"Western Interests" means all of the membership interests in Western, as recorded in the register of members from time to time;

"Western Members" means, at any time, the holders of Western Interests;

"Western Operating Agreement" means the Second Amended and Restated Limited Liability Company Agreement of Western dated as of July 18, 2017, governing the operations and management of Western, as may be amended from time to time;

"Western Parentco" means, prior to the effective time of the Amalgamation, "WEX Holdings Inc.", a corporation existing under the BCBCA;

"Western Parentco Arrangement Resolution" means a special resolution of the Western Parentco Shareholders, adopted in writing by all of the Western Parentco Shareholders, approving the Arrangement;

"Western Parentco Shareholders" means the holders of the Western Parentco Shares;

"Western Parentco Shares" means the common shares in the capital of Western Parentco;

"Western Reorganization" means the reorganization of Western and the Western Interests prior to the Effective Date contemplated by the Arrangement Agreement, pursuant to which (i) Western Parentco will acquire all of the Western Interests (including all Western Interests issued pursuant to the Western Debt Settlement) pursuant to the Membership Interest Exchange, so that immediately prior to the Effective Time the number of Western Parentco Shares issued and outstanding shall be equal to the number of Crystal Consideration Shares, and (ii) Western Parentco will issue the Western Parentco Warrants to Agnico Eagle (USA) Limited;

"Western Parentco Warrants" means 748,668 Western Parentco share purchase warrants issued by Western Parentco to Agnico Eagle (USA) Limited pursuant to the Western Reorganization, each of which entitles the holder to purchase one Western Parentco Share at a price of US$2.67 per Western Parentco Share on or prior to May 15, 2023; and

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

Section 1.2 Interpretation Not Affected By Headings.

The division of this Plan of Arrangement into Articles, Sections, Paragraphs and Subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular Article, Section or other portion hereof and include any instrument supplementary or ancillary hereto.

Section 1.3 References to Articles, Sections, etc.

Unless otherwise indicated, references in this Plan of Arrangement to any Article, Section, Paragraph, Subparagraph or portion thereof are a reference to the applicable Article, Section, Paragraph, Subparagraph or portion thereof in this Plan of Arrangement.

Section 1.4 Number, Gender and Persons.

In this Plan of Arrangement, 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.

Section 1.5 Date for Any Action.

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

Section 1.6 Statutory References.

Unless otherwise indicated, references in this Plan of Arrangement to any statute include all regulations made pursuant to such statute and the provisions of any statute or regulation which amends, supplements or supersedes any such statute or regulation.

Section 1.7 Currency.

Unless otherwise indicated, references in this Plan of Arrangement to "$" or "dollars" are to the lawful currency of Canada, while references to "US$" are to the lawful currency of the United States of America.

ARTICLE 2
ARRANGEMENT AGREEMENT

Section 2.1 Arrangement Agreement.

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement except in respect of the sequence of the steps comprising the Arrangement which shall occur in the order set forth in Section 2.3. This Plan of Arrangement constitutes an arrangement as referred to in Division 5 of Part 9 of the BCBCA.

Section 2.2 Preliminary Steps to the Arrangement.

The following preliminary steps shall occur prior to, and shall be conditions precedent to, the implementation of the Arrangement:

(i) the Western Debt Settlement shall have been completed prior to the completion of the Western Reorganization;

(ii) the Western Reorganization shall have been completed;

(iii) the Continuance shall have been completed;

(iv) the Escrow Release Conditions under the Subscription Receipt Agreement shall have been satisfied or waived (as applicable);

(v) the Warrant Indenture shall have been entered into;

(vi) the Western Parentco Arrangement Resolution shall have been unanimously approved, in writing, by the Western Parentco Shareholders;

(vii) the Crystal Subco Arrangement Resolution shall have been approved, in writing, by Crystal, as the sole shareholder of Crystal Subco;

(viii) the Crystal Shareholder Approval shall have been obtained;

(ix) the Initial Resulting Issuer Director Nominees shall have consented to act as directors of the Resulting Issuer in accordance with the BCBCA; and

(x) the Initial Amalco Director Nominees shall have consented to act as directors of Amalco in accordance with the BCBCA.

Section 2.3 Arrangement

Commencing at the Effective Time, the following events or transactions shall occur and shall be deemed to occur in the following sequence without any further act or formality of any Person:

(a) each Crystal Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall, notwithstanding the terms of the Crystal Stock Option Plan, be, and shall be deemed to be, assigned and transferred, without any further action by or on behalf of a holder of Crystal Options, to Crystal for cancellation without any payment thereon, and upon such assignment:

(i) each Former Crystal Optionholder will cease to be a holder of Crystal Options;

(ii) each Former Crystal Optionholder will be removed from each applicable register of Crystal Options maintained by or on behalf of Crystal; and

(iii) the Crystal Stock Option Plan and all agreements relating to the Crystal Options will be terminated and be of no further force and effect;

(b) each Crystal RSU outstanding immediately prior to the Effective Time (whether vested or unvested) shall, notwithstanding the terms of the Crystal RSU Plan, be, and shall be deemed to be, assigned and transferred, without any further action by or on behalf of a holder of Crystal RSUs, to Crystal for cancellation without any payment thereon, and upon such assignment:

(i) each Former Crystal RSU Holder will cease to be a holder of Crystal RSUs;

(ii) each Former Crystal RSU Holder will be removed from each applicable register of Crystal RSUs maintained by or on behalf of Crystal; and

(iii) the Crystal RSU Plan and all agreements relating to the Crystal RSUs will be terminated and be of no further force and effect;

(c) each Non-Voting Crystal Share held by a Dissenting Shareholder shall be, and shall be deemed to be, surrendered by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Crystal for cancellation, in consideration for a claim against Crystal in an amount determined and payable in accordance with Article 3, and upon such surrender the name of such holder will be removed from the central securities register as a holder of Non-Voting Crystal Shares and such Non-Voting Crystal Shares shall be recorded as cancelled;

(d) each Crystal Share held by a Dissenting Shareholder shall be, and shall be deemed to be, surrendered by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Crystal for cancellation, in consideration for a claim against Crystal in an amount determined and payable in accordance with Article 3, and upon such surrender the name of such holder will be removed from the central securities register as a holder of Crystal Shares and such Crystal Shares shall be recorded as cancelled;

(e) each Non-Voting Crystal Share issued and outstanding immediately prior to the Effective Time (other than Non-Voting Crystal Shares held by a Dissenting Shareholder in respect of which Arrangement Dissent Rights have been validly exercised under Section 2.3(c)) shall be, and shall be deemed to be, exchanged for one Crystal Share, without any further act or formality by or on behalf of any Non-Voting Crystal Shareholder, and upon such exchange:

  (i) each Participating Non-Voting Crystal Shareholder shall cease to be a holder of Non-Voting Crystal Shares;

  (ii) each Participating Non-Voting Crystal Shareholder shall be removed from the central securities register of Non-Voting Crystal Shares maintained by or on behalf of Crystal;

  (iii) each Participating Non-Voting Crystal Shareholder shall be, and shall be deemed to be, the holder of, and shall be entered in the central securities register of the Crystal Shareholders maintained by or on behalf of Crystal as the holder of, that number of Crystal Shares that such Participating Non-Voting Crystal Shareholder is entitled to receive in accordance with this Section 2.3(e); and

  (iv) any certificate evidencing Non-Voting Crystal Shares that are exchanged for Crystal Shares in accordance with this Section 2.3(e) shall, following such exchange, evidence and be deemed to evidence that number of Crystal Shares that such Non-Voting Crystal Shares are exchanged for in accordance with this Section 2.3(e);

(f) all of the Crystal Shares issued and outstanding immediately prior to the effective time of the consolidation contemplated by this Section 2.3(f) (including, for the avoidance of doubt, Crystal Shares issued pursuant to Section 2.3(e), but excluding any Crystal Shares in respect of which a Crystal Shareholder has validly exercised Arrangement Dissent Rights under Section 2.3(d)) shall be consolidated on the basis of three hundred and sixty-three point three (363.3) Pre-Consolidation Crystal Shares for one (1) Post-Consolidation Crystal Share (the "**Consolidation**"), provided that where the aggregate number of Post-Consolidation Crystal Shares that a Crystal Shareholder would otherwise be entitled to receive in accordance with the foregoing includes a fractional Post-Consolidation Crystal

Share, then the aggregate number of Post-Consolidation Crystal Shares that such Crystal Shareholder shall be entitled to receive pursuant to this Section 2.3(f) shall instead be rounded down to the nearest whole number and any such fractional Post-Consolidation Crystal Share shall be cancelled without any payment thereon, and upon the Consolidation becoming effective each Crystal Shareholder shall be, and shall be deemed to be, the holder of, and shall be entered in the central securities register maintained by or on behalf of Crystal for the Crystal Shares as the holder of, that number of Post-Consolidation Crystal Shares that such Crystal Shareholder is entitled to in accordance with this Section 2.3(f);

(g) the Initial Western Parentco Share shall be, and shall be deemed to be, transferred by the Initial Western ParentCo Shareholder to Western ParentCo, free and clear of all Liens, claims or encumbrances, for cancellation in exchange for the payment by Western Parentco to the Initial Western Parentco Shareholder of the Initial Western Parentco Share Subscription Price, and upon such transfer the name of the Initial Western Parentco Shareholder shall be removed from Western Parentco's central securities register with respect to the ownership of the Initial Western Parentco Share;

(h) Crystal Subco shall merge with and into Western Parentco (the "**Amalgamation**") to form one company ("**Amalco**") with the same effect as if they had amalgamated under Section 269 of the BCBCA, except that the legal existence of Western Parentco shall not cease and Western Parentco shall survive the Amalgamation as Amalco notwithstanding the issue by the Registrar of a certificate of amalgamation and the assignment of a new incorporation number to Amalco (and for the avoidance of doubt, the Amalgamation is intended to qualify as an amalgamation as defined in subsection 87(1) of the Tax Act), and upon the Amalgamation becoming effective:

(i) without limiting the generality of the foregoing, Western Parentco shall survive the Amalgamation as Amalco;

(ii) the properties, rights and interests and obligations of Western Parentco shall continue to be the properties, rights and interests and obligations of Amalco;

(iii) the separate legal existence of Crystal Subco shall cease without Crystal Subco being liquidated or wound-up, and the property, rights and interests and obligations of Crystal Subco shall become the property, rights and interests and obligations of Amalco;

(iv) Amalco shall continue to be liable for the liabilities and obligations of each of Crystal Subco and Western Parentco;

(v) Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against either Western Parentco or Crystal Subco before the Amalgamation has become effective;

(vi) a conviction against, or a ruling, order or judgment in favour of or against, either Western Parentco or Crystal Subco may be enforced by or against Amalco;

(vii) the name of Amalco shall be the name of Western Parentco;

(viii) the Notice of Articles and Articles of Amalco shall be substantially in the form of the Notice of Articles and Articles of Western Parentco;

(ix) the registered office of Amalco shall be the registered office of Western Parentco;

(x) the initial size of the board of directors of Amalco shall be three (3) directors, and the Initial Amalco Director Nominees shall be the initial three (3) directors of the board of directors of Amalco, to hold office until the next annual meeting of the shareholders of Amalco or until their successors are elected or appointed;

(xi) each Western Parentco Share outstanding immediately prior to the Amalgamation shall be, and shall be deemed to be, cancelled, without any further act or formality on the part of the holder thereof, and the name of the holder of such Western Parentco Share shall be removed from Western Parentco's central securities register in respect of such Western Parentco Share, and in exchange therefor Crystal shall, subject to Article 4, issue to such holder a fully paid and non-assessable Post-Consolidation Crystal Share, and upon such exchange the former holder of such exchanged Western Parentco Share shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to exchange such Western Parentco Share pursuant to this Section 2.3(h)(xi) and shall be entered in Crystal's central securities register for the Post-Consolidation Crystal Shares as the legal and beneficial owner of such Post-Consolidation Crystal Share;

(xii) each Western Parentco Warrant outstanding immediately prior to the Effective Time (together with any certificate evidencing such Western Parentco Warrant) shall be, and shall be deemed to be, surrendered to Western Parentco for cancellation, without any further act or formality by the holder thereof, and in exchange therefore Crystal shall issue to such holder a Resulting Issuer Agnico Warrant (together with a replacement certificate evidencing such Resulting Issuer Agnico Warrant), and upon such exchange such Western Parentco Warrant shall be cancelled;

(xiii) all of the Crystal Subco Shares outstanding immediately prior to the Amalgamation shall be, and shall be deemed to be, cancelled, without any further act or formality on the part of Crystal, and Crystal shall be removed from Crystal Subco's central securities register in respect of such Crystal Subco Shares, and in exchange therefor Amalco shall issue to Crystal, for each Crystal Subco Share so cancelled, one fully paid and non-assessable Amalco Share, and upon such exchange Crystal shall be entered in Amalco's central securities register for Amalco Shares as the legal and beneficial owner of such Amalco Shares; and

(xiv) concurrently with the exchange of the Western Parentco Shares and the Crystal Subco Shares in Section 2.3(h)(xi) and Section 2.3(h)(xiii),

   (A) the capital of the Western Parentco Shares shall be reduced to nil;

   (B) there shall be added to the capital of the Post-Consolidation Crystal Shares, in respect of the Post-Consolidation Crystal Shares issued by Crystal to the former holders of Western Parentco Shares pursuant to Section 2.3(h)(xi), an amount equal to the aggregate paid-up capital of the Western Parentco Shares immediately prior to such exchange; and

(C) there shall be added to the capital of the Amalco Shares, in respect of the Amalco Shares issued by Amalco to Crystal pursuant to Section 2.3(h)(xiii), $1.00 in aggregate;

(i) each Crystal Subscription Receipt outstanding immediate prior to the Effective Time shall be, and shall be deemed to be, converted in accordance with its terms, and without any further authorization, act or formality on the part of the holder thereof, into (i) one (1) Post-Consolidation Crystal Share, and (ii) one (1) Warrant;

(j) Crystal shall be renamed "Western Exploration Inc." (or such other name as Western may direct in accordance with the Arrangement Agreement) (the "**Resulting Issuer**"), and the registered office of the Resulting Issuer shall be 666 Burrard Street, Suite 2500, Vancouver, British Columbia, Canada, V6C 2X8;

(k) each Crystal Broker Warrant outstanding immediately prior to the Effective Time (together with any certificate evidencing such Crystal Broker Warrant) shall be, and shall be deemed to be, surrendered to the Resulting Issuer for cancellation, without any further act or formality by the holder thereof, and in exchange therefore the Resulting Issuer shall issue to such holder a Resulting Issuer Broker Warrant (together with a replacement certificate evidencing such Resulting Issuer Broker Warrant), and upon such exchange such Crystal Broker Warrant shall be cancelled;

(l) the size of the board of directors of the Resulting Issuer shall be six (6) directors, and the following individuals (collectively, the "**Initial Resulting Issuer Director Nominees**") shall be the directors of the Resulting Issuer with effect from the Effective Time:

(i) Marceau Schlumberger;

(ii) Brian Kennedy;

(iii) Nicolas Schlumberger;

(iv) Gerard Munera;

(v) John Rogers; and

(vi) Darcy Marud.

(m) Amalco shall be wound-up into the Resulting Issuer and dissolved with the same effect as set out in Section 344 of the BCBCA and, in connection with the foregoing:

(i) all of the assets of Amalco (including, without limiting the generality of the foregoing, the Western Interests acquired by Western Parentco pursuant to the Membership Interest Exchange) shall be distributed to the Resulting Issuer;

(ii) all of the liabilities of Amalco shall be assumed by the Resulting Issuer; and

(iii) the Amalco Shares issued to Crystal pursuant to Section 2.3(h)(xiii) shall be cancelled.

Each securityholder of Crystal, with respect to each step set out above applicable to such holder, shall be deemed, at the time such step occurs, to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer, assign, consolidate or convert such security of Crystal, as the case may be, in accordance with such step.

Section 2.4 Post-Effective Time Procedures.

Subject to the provisions of Section 2.3, upon the delivery to the Depositary by a registered Crystal Shareholder of a properly completed Letter of Transmittal, together with certificates representing any Pre-Consolidation Crystal Shares or Non-Voting Crystal Shares, as the case may be, held by such Crystal Shareholder, together with such other documents as Crystal or the Depositary may require, the Depositary shall deliver to such Crystal Shareholder shall a certificate representing the Post-Consolidation Crystal Shares to which such Crystal Shareholders it is entitled pursuant to Section 2.3.

Section 2.5 Transfers Free and Clear

Any transfer of securities pursuant to this Plan of Arrangement shall be free and clear of all liens, claims and encumbrances.

Section 2.6 Binding Effect.

As and from the Effective Time, the Arrangement and this Plan of Arrangement will, without any further authorization, act or formality on the part of the Court or the Registrar, be binding on: (i) Crystal; (ii) Western; (iii) Western Parentco; (iv) Crystal Subco; (v) the Crystal Shareholders; (vi) the Non-Voting Crystal Shareholders; (vii) the holders of Crystal Options; (viii) the holders of Crystal RSUs; (ix) the holders of Crystal Subscription Receipts; (x) the Western Members; (xi) the Depositary; (xii) the Subscription Receipt Agent; (xiii) the Warrant Agent; (xiv) the Initial Western Parentco Shareholder; (xv) the Western Parentco Shareholders; and (xvi) the holders of Crystal Broker Warrants.

Section 2.7 Effective Time of Arrangement Steps.

The transfers, assignments, surrenders, exchanges, issuances, cancellations and any other transactions or steps provided for in Section 2.3 shall be deemed to occur at the time and in the order specified in Section 2.3, notwithstanding that certain of the procedures related thereto may not be completed until after such time.

ARTICLE 3
DISSENT PROCEDURES

Section 3.1 Rights of Dissent.

Subject to Section 3.3, pursuant to the Interim Order a Dissenting Shareholder may exercise Arrangement Dissent Rights with respect to the Crystal Shares or Non-Voting Crystal Shares held by such holder in connection with the Arrangement, pursuant to and in the manner set forth in Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Final Order and this Section 3.1.

Each Dissenting Shareholder who is:

(a) ultimately entitled to be paid fair value for such holder's Crystal Shares or Non-Voting Crystal Shares in respect of which they have exercised Arrangement Dissent Rights, as the case may be: (i) shall be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(c) or Section 2.3(d), as the case may be); (ii) shall be entitled to be paid the fair value of such Crystal Shares or Non-Voting Crystal Shares, as the case may be, by Crystal, which fair value shall be determined as of the close of business on the Business Day immediately preceding the day on which the Arrangement Resolution was adopted; and (iii) shall not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holder not exercised their Arrangement Dissent Rights in respect of such Crystal Shares or Non-Voting Crystal Shares, as the case may be; or

(b) ultimately not entitled, for any reason, to be paid fair value for such Crystal Shares or Non-Voting Crystal Shares in respect of which they have exercised Arrangement Dissent Rights, as the case may be, shall be deemed to have participated in the Arrangement on the same basis as a Crystal Shareholder or Non-Voting Crystal Shareholder, as the case may be, who did not exercise Arrangement Dissent Rights.

Section 3.2 Recognition of Dissenting Holders

(a) In no circumstances shall the Parties or any other Person be required to recognize a Person exercising Arrangement Dissent Rights unless such Person is the registered holder of those Crystal Shares or Non-Voting Crystal Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case following the Effective Time shall the Parties or any other Person be required to recognize Dissenting Shareholders as holders of their Crystal Shares or Non-Voting Crystal Shares in respect of which Arrangement Dissent Rights have been validly exercised, and the names of such Dissenting Shareholders shall be removed from the registers of holders of the Crystal Shares or Non-Voting Crystal Shares, as the case may be, in respect of which Arrangement Dissent Rights have been validly exercised.

Section 3.3 Continuance Dissenting Shareholders.

(a) Nothing in this Plan of Arrangement or the transactions contemplated hereby shall affect, reduce or derogate from the rights of Continuance Dissenting Shareholders to be paid fair value by Crystal for their Crystal Shares or Non-Voting Crystal Shares under Section 193 of the YBCA in connection with the exercise of Continuance Dissent Rights. For greater certainty, a Continuance Dissenting Shareholder shall not be entitled to (i) exercise Arrangement Dissent Rights with respect to the Arrangement, or (ii) participate in the Arrangement or otherwise receive any payment or consideration payable under the Arrangement that such holder would otherwise have been entitled to in respect of their Crystal Shares or Non-Voting Crystal Shares, as the case may be, had such holder not exercised their Continuance Dissent Rights in respect of such Crystal Shares or Non-Voting Crystal Shares.

ARTICLE 4
CERTIFICATES AND PAYMENTS

Section 4.1 Certificate Delivery and Registration

Subject to the immediately following sentence, delivery of certificates representing the Post-Consolidation Crystal Shares to which Participating Crystal Shareholders and Participating Non-Voting Crystal Shareholders are entitled under this Plan of Arrangement shall be made on or about the third

Business Day following the Effective Date. A Participating Crystal Shareholder who is entitled to at least one whole Post-Consolidation Crystal Share after giving effect to the Consolidation pursuant to Section 2.3 will only receive certificates representing such Post-Consolidation Crystal Shares upon receipt by the Depositary of a duly completed Letter of Transmittal (together with a certificate or certificates representing at least 364 Pre-Consolidation Crystal Shares or Non-Voting Crystal Shares held by such Person and all other required documents). A Participating Crystal Shareholder who holds Pre-Consolidation Crystal Shares or Non-Voting Crystal Shares, as the case may be, and who does not surrender certificate(s) representing at least 364 Pre-Consolidation Crystal Shares or Non-Voting Crystal Shares, as the case may be, held by it will not be recorded on the register of Post-Consolidation Crystal Shares until proper delivery is made.

Section 4.2 Loss of Certificates

In the event any certificate which immediately prior to the Effective Time represented any outstanding Crystal Shares or Non-Voting Crystal Shares has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such Crystal Shares or Non-Voting Crystal Shares, Crystal will pay or issue, as the case may be, in exchange for such lost, stolen or destroyed certificate the number of Post-Consolidation Crystal Shares which the former holder of such Crystal Shares or Non-Voting Crystal Shares is entitled to receive pursuant to Section 2.3 and this Article 4. When authorizing such payment in relation to any lost, stolen or destroyed certificate, the former holder of such Crystal Shares or Non-Voting Crystal Shares shall, as a condition precedent to the delivery thereof, give a bond satisfactory to Crystal and/or the Depositary in such sum as Crystal may direct or otherwise indemnify Crystal and/or the Depositary in a manner satisfactory to Crystal against any claim that may be made against Crystal and/or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4.3 Limitation and Proscription

To the extent that a Participating Crystal Shareholder or a Participating Non-Voting Crystal Shareholder has not have complied with the provisions of Section 4.1 or Section 4.2, as applicable, on or before the date that is six years after the Effective Date (the "**Final Proscription Date**"), then the Post-Consolidation Crystal Shares that such Participating Crystal Shareholder or Participating Non-Voting Crystal Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the Post-Consolidation Crystal Shares to which such Participating Crystal Shareholder or Participating Non-Voting Crystal Shareholder was entitled shall be delivered to the Resulting Issuer by the Depositary for cancellation and the interest of such Participating Crystal Shareholder or Participating Non-Voting Crystal Shareholder in such Post-Consolidation Crystal Shares to which it was entitled shall be terminated as of the Final Proscription Date.

Section 4.4 Withholding Rights

Notwithstanding any other provision of this Plan of Arrangement, Crystal or the Depositary, as applicable, shall be entitled to deduct and withhold from any amount payable to any Person hereunder (including any payments to Dissenting Shareholders, as applicable), such amounts as Crystal or the Depositary is entitled or required to deduct and withhold with respect to such payment under the Tax Act or any provision of provincial, state, local or foreign tax law, in each case, as amended or succeeded and subject to the provisions of any applicable income tax treaty between Canada and the country where the Person is resident and to remit such deduction and withholding amounts to the appropriate Governmental Authority. For greater certainty, Crystal and the Depositary shall have the right to withhold and sell the necessary amount of Crystal Shares on behalf of any non-U.S. shareholders to satisfy applicable withholding under U.S. taxation laws. To the extent that amounts are so properly deducted and withheld, such deducted and withheld amounts shall be treated for all purposes as having been paid to the Person in respect of which such deduction and withholding was made, provided that such deducted and withheld amounts are actually remitted in accordance with applicable law to the appropriate Governmental Authority.

Section 4.5 Calculations

All amounts of consideration to be received hereunder will be calculated to the nearest cent ($0.01). All calculations and determinations made by Crystal or the Depositary for the purposes of the Arrangement shall be conclusive, final and binding upon all Persons.

Section 4.6 Paramountcy.

From and after the Effective Time:

(a) this Plan of Arrangement will take precedence and priority over any and all Crystal Options, Crystal RSUs, Crystal Shares and Non-Voting Crystal Shares, in each case issued prior to the Effective Time; and

(b) the rights and obligations of the Crystal Options, Crystal RSUs, Crystal Shares and Non-Voting Crystal Shares will be solely as provided in this Plan of Arrangement; and

(c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Crystal Options, Crystal RSUs, Crystal Shares and Non-Voting Crystal Shares will be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 5
AMENDMENTS

Section 5.1 Amendments to Plan of Arrangement.

(a) The Parties reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time, provided that each such amendment, modification or supplement must be: (i) set out in writing; (ii) agreed to in writing by the Parties; (iii) filed with the Court and, if made following the Crystal Meeting, approved by the Court; and (iv) communicated to Crystal Shareholders, Non-Voting Crystal Shareholders, holders of Crystal Options and holders of Crystal RSUs, if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Crystal at any time prior to the Crystal Meeting, provided that Western shall have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the persons voting at the Crystal Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Crystal Meeting shall be effective only if: (i) it is consented to in writing by each of the Parties; and (ii) if required by the Court, it is consented to by holders of the Crystal Shares and Non-Voting Crystal Shares voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time but shall only be effective if it is consented to by each of the Parties, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of the Parties, any Participating Crystal Shareholder or any Participating Non-Voting Crystal Shareholder.

Section 5.2 Termination

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

ARTICLE 6
FURTHER ASSURANCES

Section 6.1 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, this Plan of Arrangement.

No. S219825
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE BRITISH COLUMBIA *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, C.57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING CRYSTAL PEAK MINERALS INC. AND 1331971 B.C. LTD.

CRYSTAL PEAK MINERALS INC. AND 1331971 B.C. LTD.

PETITIONERS

ORDER

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