

BUSINESS COMBINATION AGREEMENT

between

GOLDCORP INC.

and

CANPLATS RESOURCES CORPORATION

Dated November 16, 2009

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BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT made the 16th day of November, 2009

B E T W E E N :

GOLDCORP INC.,

a corporation existing under the
Business Corporations Act (Ontario),

(hereinafter referred to as “**Goldcorp**”)

OF THE FIRST PART

- and -

0756808 B.C. LTD.,

a corporation existing under the
Business Corporations Act (British Columbia),

(hereinafter referred to as “**Subco**”)

OF THE SECOND PART

- and -

CANPLATS RESOURCES CORPORATION,

a corporation existing under the
Business Corporations Act (British Columbia),

(hereinafter referred to as “**Canplats**”)

OF THE THIRD PART

- and -

0866039 B.C. LTD.,

a corporation existing under the
Business Corporations Act (British Columbia),

(hereinafter referred to as “**Newco**”)

OF THE FOURTH PART

WITNESSES THAT:

WHEREAS Goldcorp, Subco, Canplats and Newco propose to effect a business combination by way of a Plan of Arrangement under the provisions of the *Business Corporations Act* (British Columbia);

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND SCHEDULES

1.01 Definitions

In this 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, in respect of Canplats, any *bona fide* inquiry, proposal or offer made by a party with whom Canplats deals at arm’s length regarding any merger, amalgamation, plan of arrangement, share exchange, business combination, take-over bid, tender offer, sale or other disposition of assets representing 20% or more of the book value (on a consolidated basis) of the assets of Canplats and its Subsidiaries, in a single transaction or a series of related transactions (or any lease, long term supply agreement or other arrangement having the same economic effect as a sale of all or substantially all of Canplats’ assets), any recapitalization, reorganization, liquidation, sale or issue of treasury securities or rights therein or thereto or rights or options to acquire treasury securities representing 5% or more of the outstanding Canplats Common Shares, any exchange offer, secondary purchase or any type of similar transaction that would, or could reasonably be expected to, in any case, constitute a *de facto* acquisition or change of control of Canplats or would or could reasonably be expected to, in any case, result in the sale or other disposition of all or substantially all of the assets of Canplats (other than the Arrangement and all other transactions to be completed in connection with the Arrangement contemplated in this Agreement);
- (b) “**Agreement**” means this business combination agreement, together with the schedules attached hereto, as amended, amended and restated or supplemented from time to time;
- (c) “**Arrangement**” means an arrangement under the provisions of Section 288 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;
- (d) “**BCBCA**” means the *Business Corporations Act* (British Columbia);
- (e) “**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Toronto, Ontario or Vancouver, British Columbia;
- (f) “**Canadian GAAP**” means accounting principles generally accepted in Canada;
- (g) “**Canadian Resident**” means a beneficial owner of Canplats Common Shares immediately prior to the Effective Time who is a resident of Canada for purposes of the Tax Act (other than a Tax Exempt Person), or a partnership any member of which is a resident of Canada for the purposes of the Tax Act (other than a Tax Exempt Person);
- (h) “**CFPOA**” means the *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34, as amended;
- (i) “**Canplats Common Shares**” means common shares in the capital of Canplats;
- (j) “**Canplats Disclosure Letter**” means the letter dated November 16, 2009 delivered by Canplats to Goldcorp in the form accepted by Goldcorp with respect to certain matters in this Agreement;
- (k) “**Canplats Documents**” shall have the meaning ascribed thereto in subsection 3.01(x) hereof;

- (l) “**Canplats Exploration Properties**” means the interests of Canplats and/or a Canplats Subsidiary in the Rodeo, Yerbabuena and El Rincon Properties located in Durango, Mexico, and in the Mecatona, Maijoma and El Alamo Properties located in Chihuahua, Mexico;
- (m) “**Canplats Financial Statements**” shall have the meaning ascribed thereto in subsection 3.01(i) hereof;
- (n) “**Canplats Meeting**” means the special meeting, including any adjournments or postponements thereof, of the Canplats Securityholders to be held, among other things, to consider and, if deemed advisable, to approve the Canplats Resolution;
- (o) “**Canplats Options**” means options to purchase Canplats Common Shares issued pursuant to the Canplats Option Plans and described in the Canplats Disclosure Letter;
- (p) “**Canplats Optionholders**” means the holders of outstanding Canplats Options;
- (q) “**Canplats Option Plans**” means, collectively, (i) the stock option plan dated November 21, 2003 as approved by the Canplats Shareholders on December 17, 2003; and (ii) the stock option plan dated December 10, 2008 as approved by the Canplats Shareholders on January 14, 2009;
- (r) “**Canplats Plans**” shall have the meaning ascribed thereto in subsection 3.01(v) hereof;
- (s) “**Canplats Property**” means the Camino Rojo Property situated near the town of San Tiburcio, Zacatecas State, Mexico, which consists of six mining concessions designated Camino Rojo and Camino Rojo 1 through 5, the fractional concession Camino Rojo, Fracc. A and the Los Cardos Concession evidenced by the following certificates, respectively: 230914, 231922, 231923, 232076, 232014, 232644, 232647 and 232652;
- (t) “**Canplats Resolution**” means the special resolution of the Canplats Securityholders approving the Arrangement, the Plan of Arrangement and this Agreement substantially in the form of Schedule C attached hereto;
- (u) “**Canplats Rights Plan**” means the shareholder rights plan of Canplats created pursuant to the shareholder rights plan agreement dated as of December 15, 2008, between Canplats and Computershare Investor Services Inc. as it may be amended with the consent of Goldcorp;
- (v) “**Canplats Shareholders**” means, at any time, the holders of Canplats Common Shares;
- (w) “**Canplats Securityholders**” means, collectively, the Canplats Shareholders, the Canplats Optionholders and the Canplats Warrantholders;
- (x) “**Canplats Securityholder Approval**” shall have the meaning ascribed thereto in paragraph 2.02(a)(ii) hereof;
- (y) “**Canplats Subsidiaries**” means Canplats de Mexico, S.A. de C.V., Newco and, from and after the date of its incorporation, ExplorationCo;
- (z) “**Canplats Termination Payment**” shall have the meaning ascribed thereto in Section 6.03 hereof;
- (aa) “**Canplats Warrants**” means warrants and compensation options to purchase Canplats Common Shares as described in the Canplats Disclosure Letter;
- (bb) “**Canplats Warrantholders**” means the holders of outstanding Canplats Warrants;

- (cc) “**Change in Canplats Recommendation**” shall have the meaning ascribed thereto in paragraph 4.01(b)(iii) hereof;
- (dd) “**Competition Act**” means the *Competition Act* (Canada);
- (ee) “**Completion Deadline**” means the date by which the transactions contemplated by this Agreement are to be completed, which date shall be April 30, 2010;
- (ff) “**Confidentiality Agreement**” means the confidentiality agreement dated November 8, 2009 between Goldcorp and Canplats as it may be amended;
- (gg) “**Court**” means the Supreme Court of British Columbia;
- (hh) “**Data Room**” means the Canplats data room posted on <https://bdr148909.bmcgroup.com> as in effect on November 9, 2009;
- (ii) “**de facto acquisition or change of control**” means the acquisition, directly or indirectly, by any Person or group of Persons acting jointly or in concert, of beneficial ownership of, or control or direction over, sufficient voting securities of Canplats to permit such Person or Persons to exercise, or to control or direct the voting of, 20% or more of the total number of votes attached to all outstanding voting securities of Canplats;
- (jj) “**disclosed by Goldcorp**” means disclosed by Goldcorp in its public disclosure filings since January 1, 2009;
- (kk) “**Dissent Rights**” means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement;
- (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) “**Eligible Holder**” means a beneficial holder of Canplats Common Shares immediately prior to the Effective Time who is either: (i) a Canadian Resident, or (ii) an Eligible Non-Resident;
- (oo) “**Eligible Non-Resident**” means a beneficial holder of Canplats Common Shares immediately prior to the Effective Time who is not, and is not deemed to be, a resident of Canada for purposes of the Tax Act and whose Canplats Common Shares are “taxable Canadian property” and not “treaty-protected property”, in each case as defined in the Tax Act;
- (pp) “**Encumbrance**” means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, 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;
- (qq) “**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;
- (rr) “**Environmental Laws**” means all applicable Laws, including applicable common law, relating to the protection of the environment and employee and public health and safety, and includes Environmental Approvals;
- (ss) “**Exchange Ratio**” means 0.074 of a Goldcorp Common Share for each Canplats Common Share;

- (tt) “**ExplorationCo**” means a corporation to be incorporated under the laws of Mexico as a wholly-owned subsidiary of Newco;
- (uu) “**FCPA**” means the *Foreign Corrupt Practices Act of 1977*, of the United States;
- (vv) “**Final Order**” means the order of the Court pursuant to Section 291 of the BCBCA, after a hearing upon the fairness of the terms and conditions of the Arrangement, 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;
- (ww) “**Governmental Entity**” means any applicable (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, whether domestic or foreign, (ii) any subdivision, agency, commission, board or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (xx) “**Goldcorp**” means Goldcorp Inc., a corporation existing under the OBCA;
- (yy) “**Goldcorp Common Shares**” means common shares in the capital of Goldcorp;
- (zz) “**Goldcorp Documents**” shall have the meaning ascribed thereto in subsection 3.02(i) hereof;
- (aaa) “**Goldcorp Financial Statements**” shall have the meaning ascribed thereto in subsection 3.02(f) hereof;
- (bbb) “**Goldcorp Options**” means the outstanding options, as at November 13, 2009, to purchase an aggregate of 14,936,420 Goldcorp Common Shares issued pursuant to the Goldcorp Stock Option Plans;
- (ccc) “**Goldcorp Restricted Share Plan**” means the Goldcorp restricted share plan dated April 15, 2005, as amended May 20, 2008;
- (ddd) “**Goldcorp Restricted Share Rights**” means the outstanding rights, as at November 13, 2009, to acquire, for no additional consideration, an aggregate of 445,834 Goldcorp Common Shares issued pursuant to the Goldcorp Restricted Share Plan;
- (eee) “**Goldcorp Stock Option Plans**” means, collectively, (i) the option plan dated April 15, 2005, as amended May 2, 2007 and May 20, 2008; (ii) the option plan dated September 30, 1995, as amended November 6, 2006; (iii) the option plan, as amended and restated May 29, 2002; and (iv) the option plan dated April 3, 2001, as amended June 3, 2003;
- (fff) “**Goldcorp Warrants**” means the outstanding warrants, as at November 13, 2009, to purchase an aggregate of 8,439,425 Goldcorp Common Shares issued pursuant to a common share purchase warrant indenture dated May 4, 2006 between Goldcorp and CIBC Mellon Trust Company;
- (ggg) “**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, byproduct or any other material or article, that is listed or regulated under any Environmental Laws as a hazardous substance, toxic substance, waste or contaminant or is otherwise listed or regulated under any Environmental Laws because it poses a hazard to human health or the environment, including petroleum products, asbestos, PCBs, urea formaldehyde foam insulation and lead-containing paints or coatings;

- (hhh) “**Interim Order**” means the interim order of the Court 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;
- (iii) “**Laws**” means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, instruments, policies, notices, directions and judgments or other requirements of any Governmental Entity;
- (jjj) “**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);
- (kkk) “**Lock-Up Agreements**” means the Lock-Up Agreements dated the date hereof and made between Goldcorp and certain officers and directors of Canplats substantially in the form of Schedule B attached hereto;
- (lll) “**Locked-Up Shareholders**” means the persons who are party to the Lock-Up Agreements, other than Goldcorp;
- (mmm) “**Material Adverse Change**” means, in respect of any Person, any one or more facts, circumstances, changes, effects, 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 with all other facts, changes, circumstances, effects, events or occurrences is, or would reasonably be expected to be, material and adverse to the business, operations, results of operations, prospects, assets, capital, liabilities or financial condition of that Person and its Subsidiaries, taken as a whole, other than any change, fact, circumstance, change, event, occurrence or effect: (i) relating to the global economy or securities markets in general; (ii) affecting the worldwide mining industry in general and which does not have a materially disproportionate effect on that Person, on a consolidated basis; (iii) relating to change in the market trading price of shares of such Person arising from: (A) the announcement of the execution of this Agreement or the transactions contemplated hereby; or (B) primarily resulting from a fact, circumstance, change, event, or occurrence excluded from this definition under (i), (ii) or (v) hereof; (iv) relating to any generally applicable change in Laws (other than orders, judgments or decrees made against that Person or any of its Subsidiaries; (v) resulting from changes in the price of gold, silver, copper, lead or zinc; (vi) any natural disaster or the commencement, occurrence or continuation of any war, armed hostility or act of terrorism which does not have a materially disproportionate effect on that Person; or (vii) relating to the rate at which Canadian dollars can be exchanged for United States dollars or Mexican pesos or vice versa, and references in this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, interpretive of the amount used for the purpose of determining whether a “Material Adverse Change” has occurred or whether a state of facts exists that has or could have a “Material Adverse Effect” and such defined terms and all other references to materiality in this Agreement shall be interpreted without reference to any such amounts *provided, however* that such effect referred to in clause (i), (ii), (v) or (vi) above does not primarily relate only to that Person and its Subsidiaries taken as a whole compared to other companies of similar size operating in the mining industry;
- (nnn) “**Newco**” means 0866039 B.C. Ltd., a corporation incorporated under the BCBCA;
- (ooo) “**Newco Shares**” means common shares in the capital of Newco;

- (ppp) “**NYSE**” means the New York Stock Exchange, Inc.;
- (qqq) “**OBCA**” means the *Business Corporations Act* (Ontario);
- (rrr) “**Pending Canplats Acquisition Proposal**” shall have the meaning ascribed thereto in subsection 6.03(d) hereof;
- (sss) “**Personal Information**” means the type of information regulated by Privacy Laws and collected, used, disclosed or retained by Canplats and its Subsidiaries, including information regarding the customers, suppliers, employees and agents of Canplats and its Subsidiaries, such as an individual’s name, address, age, gender, identification number, income, family status, citizenship, employment, assets, liabilities, source of funds, payment records, credit information, personal references and health records;
- (ttt) “**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;
- (uuu) “**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 Section 6.01 of the Plan of Arrangement or Section 7.01 hereof;
- (vvv) “**Privacy Laws**” means all applicable federal, provincial, state, municipal or other laws governing the collection, use, disclosure and retention of Personal Information including the *Personal Information Protection and Electronic Documents Act* (Canada);
- (www) “**Privacy Policies**” means all privacy, data protection and similar policies adopted or used by Canplats and its Subsidiaries in respect of Personal Information, including any complaints process;
- (xxx) “**Proxy Circular**” means the management information circular to be prepared by Canplats in respect of the Canplats Meeting;
- (yyy) “**Release**” shall mean any release, spill, leak, discharge, abandonment, disposal, pumping, pouring, emitting, emptying, injecting, leaching, dumping, depositing, dispersing, passive migration, allowing to escape or migrate 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, regardless of when discovered;
- (zzz) “**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, in each case in relation to environmental matters;
- (aaaa) “**Securities Act**” means the *Securities Act* (British Columbia);
- (bbbb) “**Securities Authorities**” means the British Columbia Securities Commission and the other securities regulatory authorities in each of the provinces and territories of Canada and the SEC, collectively;
- (cccc) “**SEC**” means the United States Securities and Exchange Commission;
- (dddd) “**Special Committee**” means the special committee of the board of directors of Canplats formed to consider the Arrangement;

- (eeee) “**Subco**” means 0756808 B.C. Ltd., a corporation incorporated under the BCBCA;
- (ffff) “**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;
- (gggg) “**Superior Proposal**” means a written Acquisition Proposal to acquire all or substantially all of the assets of Canplats (on a consolidated basis) or, directly or indirectly, all of the Canplats Common Shares: (a) which is not subject to a financing condition or is otherwise contingent or conditional upon the party making the Acquisition Proposal obtaining financing in order to complete the Acquisition Proposal beyond what is permitted by Multilateral Instrument 62-104; (b) is not subject, either by the terms of the proposal or by virtue of any applicable Law or rule or regulation of any stock exchange, to any requirement that the approval of the shareholders of the party making the Acquisition Proposal be obtained; (c) that is reasonably capable of being completed without undue delay, taking into account all legal, regulatory, financial and other aspects of the proposal and the party making the proposal; (d) is not subject to a due diligence or access to information condition; (e) that is made to all shareholders in compliance with applicable securities laws; and (f) in respect of which the directors of Canplats have determined in good faith, after consultation with, and receiving advice from, as appropriate, the financial, legal and other advisors to Canplats to the effect that such Acquisition Proposal would, if consummated in accordance with the terms thereof, but without assuming away the risk of non-completion, result in a transaction which is more favourable to the Canplats Shareholders, from a financial point of view, than the terms of the Arrangement, taking into account any adjustment to the terms of the Arrangement that may be proposed by Goldcorp as contemplated by Section 6.02 hereof;
- (hhhh) “**Tax**” and “**Taxes**” means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, mining taxes, sales taxes, use taxes, *ad valorem* taxes, value added taxes, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada Pension Plan premiums, excise, severance, social security, workers’ compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;
- (iiii) “**Tax Act**” means the *Income Tax Act* (Canada), as amended and the regulations thereunder, as amended;
- (jjjj) “**Tax Exempt Person**” means a person who is exempt from tax under Part I of the Tax Act;
- (kkkk) “**Tax Returns**” means all returns, schedules, elections, declarations, reports, information returns, notices, filings, forms, statements and other documents (whether in tangible, electronic, or other form) and includes any amendments, supplements, appendices and exhibits thereto made, prepared or filed with any taxing authority or required to be made, prepared or filed with any taxing authority relating to Taxes;

- (llll) “**Triggering Event**” shall have the meaning ascribed thereto in Section 6.03 hereof;
- (mmmm) “**TSX**” means the Toronto Stock Exchange;
- (nnnn) “**TSX-V**” means the TSX Venture Exchange;
- (oooo) “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (pppp) “**1933 Act**” means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated from time to time thereunder;
- (qqqq) “**1934 Act**” means the United States *Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated from time to time thereunder; and
- (rrrr) “**1940 Act**” means the United States *Investment Company Act of 1940*, as amended, and the rules and regulations promulgated from time to time thereunder.

In addition, words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.02 Interpretation Not Affected by Headings

The division of this 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 Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this 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.

1.03 Number, Gender and Persons

In this 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.

1.04 Date for any Action

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

1.05 Statutory References

Any reference in this 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.

1.06 Currency

Unless otherwise stated, all references in this Agreement to amounts of money are expressed in lawful money of Canada.

1.07 Invalidation of Provisions

Each of the provisions contained in this 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 hereto waive any provision of Law that renders any provision of this Agreement or any part thereof invalid or unenforceable in any respect. The parties hereto 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, the economic effect of which approximates as much as possible the invalid or unenforceable provision or part thereof that it replaces.

1.08 Accounting Matters

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

1.09 Knowledge

Where the phrases “to the knowledge of Goldcorp” or “to Goldcorp’s knowledge” or “to the knowledge of Canplats” or “to Canplats’ knowledge” are used in respect of Goldcorp, Canplats or the Canplats 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 Goldcorp, the collective actual knowledge of the Vice President, Corporate Development of Goldcorp; and (B) in the case of Canplats and the Canplats Subsidiaries, the collective actual knowledge of those officers of Canplats and the Canplats Subsidiaries set forth in the Canplats Disclosure Letter.

1.10 Meaning of Certain Phrase

In this Agreement the phrase “in the ordinary and regular course of business” shall mean and refer to those activities that are normally conducted by corporations engaged in the exploration for precious and base metals and in the construction and operation of precious and base metal mines.

1.11 Schedules

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

<u>Schedule</u>	<u>Matter</u>
A	Plan of Arrangement
B	Form of Lock-Up Agreement
C	Arrangement Resolution

**ARTICLE 2
THE ARRANGEMENT**

2.01 The Arrangement

At the Effective Time, pursuant to the terms hereof and the Plan of Arrangement, Goldcorp, Subco, Canplats and Newco will effect an Arrangement under the BCBCA pursuant to which, among other things:

- (a) the outstanding Canplats Options and Canplats Warrants will be acquired by Canplats for Canplats Common Shares equal to the in-the-money value of such Canplats Options and Canplats Warrants and the Canplats Warrants and Canplats Option Plans will be terminated;
- (b) Goldcorp will purchase all of the issued and outstanding shares of Newco from Canplats for \$1,000,000 in cash (prior to which ExplorationCo, the wholly-owned subsidiary of Newco, will have acquired the Canplats Exploration Properties);
- (c) Goldcorp will subscribe for Newco Shares for \$10,000,000 in cash; and
- (d) Goldcorp will acquire all of the issued and outstanding Canplats Common Shares for consideration consisting of 0.074 of a Goldcorp Common Share and such number of Newco Shares as results in the Canplats Shareholders holding 90.1% of the outstanding Newco Shares.

2.02 Court Proceedings

Canplats shall apply to the Court pursuant to the BCBCA for the Interim Order and the Final Order as follows:

- (a) As soon as is reasonably practicable after the date of execution of this Agreement, Canplats shall file, proceed with and diligently prosecute an application to the Court for the Interim Order. Such application will clearly state Goldcorp's and Newco's intention to rely on the exemption from registration requirements of the 1933 Act provided by Section 3(a)(10) of the 1933 Act to issue Goldcorp Common Shares and Newco Shares to those Canplats Securityholders who are resident in the United States without registration under the 1933 Act. The application shall request that the Interim Order shall provide:
 - (i) for the class of Persons to whom notice is to be provided in respect of the Arrangement and the Canplats Meeting and for the manner in which such notice is to be provided;
 - (ii) that the requisite approval for the Canplats Resolution shall be 66⅔% of the votes cast on the Canplats Resolution by the holders of Canplats Common Shares, Canplats Warrants and Canplats Options, voting as a single class, present in person or by proxy at the Canplats Meeting, and such securityholder approval as is required by the TSX-V (the "**Canplats Securityholder Approval**");
 - (iii) that in all other respects, the terms, conditions and restrictions of the Canplats constating documents, including quorum requirements and other matters, shall apply in respect of the Canplats Meeting;
 - (iv) for the grant of Dissent Rights to the registered holders of Canplats Common Shares and Canplats Warrants;
 - (v) for notice requirements with respect to the presentation of the application to the Court for the Final Order;
 - (vi) that each Canplats Securityholder will have the right to appear before the Court at the hearing of the Court to approve the application for the Final Order so long as they enter an appearance within a reasonable time;
 - (vii) that the Canplats Meeting may be adjourned from time to time by management of Canplats without the need for additional approval of the Court; and

- (viii) that the record date for Canplats Securityholders entitled to notice of and to vote at the Canplats Meeting will not change in respect of any adjournment(s) of the Canplats Meeting; 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, Canplats shall take all steps necessary or desirable to submit an application to the Court for approval of the Arrangement and diligently pursue the Final Order.

2.03 Effecting the Arrangement

Subject to the rights of termination contained in Section 7.02 hereof, upon the Canplats Securityholders providing the Canplats Securityholder Approval in accordance with the Interim Order, Canplats obtaining the Final Order and the other conditions contained in Article 5 hereof being complied with or waived, the Arrangement shall be effective at the Effective Time on the Effective Date.

2.04 Closing

The closing of the Arrangement will take place at the offices of Lawson Lundell LLP, 1600 – 925 West Georgia Street, Vancouver, British Columbia at 9:00 a.m. (Vancouver time) on the Effective Date.

2.05 Canadian Tax Matters

Goldcorp and Canplats intend that the amalgamation of Canplats with Subco will qualify as an amalgamation within the meaning of section 87 of the Tax Act.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

3.01 Representations and Warranties of Canplats

Canplats hereby represents and warrants to Goldcorp, and hereby acknowledges that Goldcorp is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Arrangement, as follows:

- (a) Organization. Canplats and each Canplats Subsidiary have been incorporated, are validly subsisting and have full corporate or legal power and authority to own their respective properties and assets and to conduct their respective businesses as currently owned and conducted. A copy of the articles and by-laws or other constating documents of Canplats and each Canplats Subsidiary has been provided directly to Goldcorp. Canplats and the Canplats Subsidiaries are registered, licensed or otherwise qualified as an extra-provincial corporation or a foreign corporation in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Canplats. All of the outstanding shares of the Canplats Subsidiaries are validly issued, fully paid and non-assessable. All of the outstanding shares of the Canplats Subsidiaries, except Canplats de Mexico, S.A. de C.V., are owned directly by Canplats. All of the outstanding shares of Canplats de Mexico, S.A. de C.V. are owned beneficially by Canplats. Except pursuant to restrictions on transfer contained in the articles or by-laws (or their equivalent) of the Canplats Subsidiaries and except as disclosed in the Canplats Disclosure Letter, the outstanding shares of the Canplats Subsidiaries are owned by Canplats free and clear of all Encumbrances and Canplats is not liable to any creditor in respect thereof. Except pursuant to this Agreement and the transactions contemplated hereby, there are no outstanding options, rights, entitlements, understandings or

commitments (contingent or otherwise) regarding the right to acquire any issued or unissued securities of, or interest in, the Canplats Subsidiaries from Canplats.

- (b) Capitalization. Canplats is authorized to issue an unlimited number of Canplats Common Shares. As at November 13, 2009, there were: (i) 57,642,556 Canplats Common Shares outstanding; (ii) Canplats Options to acquire an aggregate of 4,796,500 Canplats Common Shares outstanding; and (iii) Canplats Warrants to acquire an aggregate of 3,877,000 Canplats Common Shares outstanding. The outstanding Canplats Options and the outstanding Canplats Warrants are described in the Canplats Disclosure Letter. Except as disclosed in the Canplats Disclosure Letter and pursuant to this Agreement and the transactions contemplated hereby, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Canplats or the Canplats Subsidiaries to issue or sell any shares of Canplats, the Canplats Subsidiaries or any securities or obligations of any kind convertible into or exchangeable for any shares of Canplats or the Canplats Subsidiaries. All outstanding Canplats Common Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. As of the date hereof, there are no outstanding bonds, debentures or other evidences of indebtedness of Canplats or the Canplats Subsidiaries having the right to vote with the Canplats Shareholders on any matter. There are no outstanding contractual obligations of Canplats or the Canplats Subsidiaries to repurchase, redeem or otherwise acquire any outstanding Canplats Common Shares or with respect to the voting or disposition of any outstanding Canplats Common Shares.
- (c) Authority. Canplats has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Canplats as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Canplats and the completion by Canplats of the transactions contemplated by this Agreement have been authorized by the directors of Canplats and, subject to obtaining the Canplats Securityholder Approval, the Interim Order and the Final Order in the manner contemplated herein, and providing to the Registrar of Companies under the BCBCA any records, information or other documents required by him in connection with the Arrangement, no other corporate proceedings on the part of Canplats are necessary to authorize this Agreement or to complete the transactions contemplated hereby other than in connection with the approval by the directors of Canplats of the Proxy Circular. This Agreement has been executed and delivered by Canplats and constitutes a legal, valid and binding obligation of Canplats, enforceable against Canplats in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. Except as disclosed in the Canplats Disclosure Letter, the execution and delivery by Canplats of this Agreement and the performance by Canplats of its obligations hereunder and the completion of the transactions contemplated hereby, do not and will not:
- (i) result in a violation, contravention or breach of, require any consent to be obtained under or give rise to any termination rights under any provision of:
- (A) the articles or by-laws (or their equivalent) of Canplats or the Canplats Subsidiaries;
 - (B) any Law; or
 - (C) any contract, agreement, licence or permit to which Canplats or either of the Canplats Subsidiaries is bound or is subject to or of which Canplats or a Canplats Subsidiary is the beneficiary,

in each case, which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Canplats;

- (ii) give rise to any right of termination or acceleration of indebtedness, or cause any indebtedness owing by Canplats or a Canplats Subsidiary to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Canplats;
- (iii) result in the imposition of any Encumbrance upon any of the property or assets of Canplats or a Canplats Subsidiary or restrict, hinder, impair or limit the ability of Canplats or a Canplats Subsidiary to conduct the business of Canplats or a Canplats Subsidiary as and where it is now being conducted which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Canplats; or
- (iv) result in any material payment (including severance, unemployment compensation, “golden parachute”, bonus or otherwise) becoming due to any director or officer of Canplats or a Canplats Subsidiary or increase any benefits otherwise payable under any pension or benefits plan of Canplats or a Canplats Subsidiary or result in the acceleration of the time of payment or vesting of any such benefits.

No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by Canplats or the Canplats Subsidiaries in connection with the execution and delivery of this Agreement or the consummation by Canplats of the transactions contemplated hereby other than: (i) any approvals required by the Interim Order; (ii) any approvals required by the Final Order; (iii) filings required under the BCBCA and filings with and approvals required by Securities Authorities, state “blue sky” securities laws and stock exchanges; (iv) compliance with and approvals required by the Competition Act; (v) any other consents, waivers, permits, orders or approvals referred to in the Canplats Disclosure Letter; and (vi) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Canplats.

- (d) Fairness Opinion and Directors’ Approvals. The Special Committee has received an oral opinion from Salman Partners Inc., the financial advisors to the Special Committee, that the consideration payable to the Canplats Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Canplats Shareholders other than Goldcorp. The board of directors of Canplats, based upon the recommendation of the Special Committee after consultation with its legal and financial advisors, has, unanimously:
 - (i) determined that the Arrangement is fair to the Canplats Securityholders other than Goldcorp and the Arrangement is in the best interests of Canplats;
 - (ii) recommended that the Canplats Securityholders vote in favour of the Canplats Resolution; and
 - (iii) authorized the entering into of this Agreement, and the performance of its provisions, by Canplats.
- (e) Canplats Subsidiaries. The only Subsidiaries of Canplats are Canplats de Mexico, S.A. de C.V. and Newco and there are no other corporations or unincorporated entities (including any joint ventures) in which Canplats owns a direct or indirect voting or equity interest.
- (f) No Defaults. Except as disclosed in the Canplats Disclosure Letter, neither Canplats, nor any Canplats Subsidiary is in default under, and, there exists no event, condition or occurrence which,

after notice or lapse of time or both, would constitute a default by Canplats or a Canplats Subsidiary under any contract, agreement or licence that is material to the conduct of the business of Canplats or a Canplats Subsidiary to which any of them is a party or by which any of them is bound that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Canplats.

- (g) Absence of Changes. Since April 30, 2009, except as disclosed in the Canplats Disclosure Letter:
- (i) each of Canplats and the Canplats Subsidiaries have conducted their business only in the ordinary and regular course of business consistent with past practice;
 - (ii) neither Canplats nor the Canplats Subsidiaries have incurred or suffered a Material Adverse Change;
 - (iii) there has not been any acquisition or sale by Canplats or a Canplats Subsidiary of any material property or assets;
 - (iv) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by Canplats or a Canplats Subsidiary of any debt for borrowed money, any creation or assumption by Canplats or a Canplats Subsidiary of any Encumbrance or any making by Canplats or a Canplats Subsidiary of any loan, advance or capital contribution to or investment in any other Person;
 - (v) Canplats has not declared or paid any dividends or made any other distribution on any of the Canplats Common Shares;
 - (vi) Canplats has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Canplats Common Shares;
 - (vii) there has not been any material increase in or modification of the compensation payable to or to become payable by Canplats or a Canplats Subsidiary to any of their respective directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement (including, without limitation, the granting of Canplats Options pursuant to the Canplats Option Plans) made to, for or with any of such directors, officers, employees or consultants;
 - (viii) Canplats has not effected any material change in its accounting methods, principles or practices; and
 - (ix) Canplats has not adopted any, or materially amended any, collective bargaining agreement, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan.
- (h) Employment Agreements. Except as disclosed in the Canplats Disclosure Letter:
- (i) neither Canplats nor the Canplats Subsidiaries is a party to any written or oral policy, agreement, obligation or understanding providing for severance or termination payments to, or any employment or consulting agreement with, any director or officer of Canplats or the Canplats Subsidiaries that cannot be terminated upon payment of a maximum of 12 times such individual's monthly salary;
 - (ii) neither Canplats nor any Canplats Subsidiary has any employee or consultant whose employment or contract with Canplats or any Canplats Subsidiary cannot be terminated upon payment of a maximum of 12 months' notice; and

- (iii) neither Canplats nor any Canplats Subsidiary:
 - (A) is a party to any collective bargaining agreement;
 - (B) is, to the knowledge of Canplats, subject to any application for certification or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement; or
 - (C) is subject to any current or, to the knowledge of Canplats, pending or threatened strike or lockout.

- (i) Financial Matters. The audited consolidated balance sheets, consolidated statements of loss, comprehensive loss and deficit and consolidated statements of cash flows of Canplats as at and for the financial years ended July 31, 2007 and July 31, 2008 and the unaudited consolidated balance sheets, consolidated statements of operations, comprehensive loss and deficit and consolidated statements of cash flows of Canplats as at and for the nine month period ended April 30, 2009 (collectively, the “**Canplats Financial Statements**”) were prepared in accordance with Canadian GAAP, consistently applied, and fairly present in all material respects the consolidated financial condition of Canplats at the respective dates indicated and the results of operations of Canplats for the periods covered on a consolidated basis. Except as disclosed in the Canplats Disclosure Letter, neither Canplats nor any Canplats Subsidiary has any 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 unaudited consolidated financial statements of Canplats for the nine month period ended April 30, 2009, except liabilities and obligations incurred in the ordinary and regular course of business. Canplats’ audited consolidated financial statements for the financial year ended July 31, 2009 will be filed as required pursuant to National Instrument 51-102 “Continuous Disclosure Obligations” on or before November 30, 2009.

- (j) Books and Records. The financial books, records and accounts of Canplats and each of the Canplats Subsidiaries: (A) have been maintained in accordance with applicable Laws and Canadian GAAP on a basis consistent with prior years; (B) accurately and fairly reflect the material transactions, acquisitions and dispositions of the assets of Canplats and each of the Canplats Subsidiaries; and (C) accurately and fairly reflect the basis for the Canplats Financial Statements. Canplats’ minute books and those of each of the Canplats Subsidiaries contain minutes of all meetings and resolutions of their respective boards of directors and committees of such boards of directors, other than those portions of minutes of meetings reflecting discussions of the Arrangement or transactions similar to the Arrangement, and shareholders held according to applicable Laws and are complete and accurate in all material respects. True and complete copies of all such minute books recording such meetings and resolutions have been provided to Goldcorp.

- (k) Disclosure Controls. Canplats has designed such disclosure controls and procedures, or caused them to be designed under the supervision of the Chief Executive Officer and Chief Financial Officer of Canplats, to provide reasonable assurance that material information relating to Canplats is recorded, processed, summarized and reported on a timely basis to the Chief Executive Officer and Chief Financial Officer by others within Canplats and the Canplats Subsidiaries, particularly during the period in which the annual or interim filings are being prepared.

- (l) Internal Controls. Canplats has designed such internal controls over financial reporting, or caused them to be designed under the supervision of the Chief Executive Officer and Chief Financial Officer of Canplats, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with Canadian GAAP. Canplats has not failed to disclose in the Canplats Documents any information regarding any event, circumstance or action taken or failed to be taken within the knowledge of Canplats as

at the date of this Agreement which could reasonably be expected to have a Material Adverse Effect on Canplats. To the knowledge of Canplats, 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 Canplats that could reasonably be expected to adversely affect Canplats' ability to record, process, summarize and report financial information; and
 - (B) there is and has been no fraud, whether or not material, involving management or any other employees who have a significant role in the internal control over financial reporting of Canplats. Since January 1, 2008, Canplats has received no: (x) complaints from any source regarding accounting, internal accounting controls or auditing matters; or (y) expressions of concern from employees of Canplats or any Canplats Subsidiary regarding questionable accounting or auditing matters.
- (m) Litigation. Except as disclosed in the Canplats Disclosure Letter and except with respect to matters relating to the environment or Environmental Laws (which are addressed in subsection 3.01(t) below), there is no claim, action, proceeding or investigation pending or in progress or, to the knowledge of Canplats, threatened against or relating to Canplats or a Canplats Subsidiary or affecting any of their respective properties or assets before any Governmental Entity which individually or in the aggregate has, or could reasonably be expected to have, a Material Adverse Effect on Canplats. There are no pending or, to the knowledge of Canplats, threatened criminal proceedings involving Canplats, any Canplats Subsidiary or any employee or agent of Canplats. There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of Canplats, threatened against or relating to Canplats or a Canplats Subsidiary before any Governmental Entity. Neither Canplats nor any Canplats Subsidiary nor any of their respective properties or assets is subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict the right or ability of Canplats or a Canplats Subsidiary, as the case may be, to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the consummation of the transactions contemplated by this Agreement, except to the extent any such matter would not have a Material Adverse Effect on Canplats.
- (n) Title to Canplats Property. Except as disclosed in the Canplats Disclosure Letter, applying customary standards in the mining industry, Canplats and the Canplats Subsidiaries have sufficient title, free and clear of any title defect or Encumbrance, to the Canplats Property (other than property as to which it is a lessee, in which case it has a valid leasehold interest) except for such defects in title or Encumbrances that, individually or in the aggregate, do not have, and would not reasonably be expected to have, a Material Adverse Effect on Canplats.
- (o) Canplats Property. Except as disclosed in the Canplats Disclosure Letter:
- (i) 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 Canplats Property;
 - (ii) Canplats or a Canplats Subsidiary has all necessary corporate power to own the Canplats Property and is in compliance with all applicable Laws, registrations, permits, consents and qualifications to which the Canplats Property is subject;
 - (iii) all taxes, local improvements, assessment rates, utilities and any and all other payments to or assessments of any Governmental Entity having jurisdiction in respect of the Canplats Property have been paid by Canplats or a Canplats Subsidiary in respect of the Canplats Property;

- (iv) neither the Canplats Property nor any minerals or product derived from the Canplats Property are subject to or bound by any royalty or royalty interest, whether registered or unregistered, and neither Canplats nor any Canplats Subsidiary has granted any royalty interest in or affecting the foregoing;
 - (v) there is no action, suit, order, work order, petition, prosecution or other similar proceeding of which process initiating the same has been served on Canplats or any Canplats Subsidiary or threatened against Canplats or any Canplats Subsidiary and affecting the Canplats Property at law or in equity or before or by any Governmental Entity; and
 - (vi) neither Canplats nor any Canplats Subsidiary has received notice of any breach of any applicable Law in respect of its conduct on the Canplats Property which could have a Material Adverse Effect on the Canplats Property or the right, title and/or interest of Canplats therein and thereto.
- (p) Real Property Interests and Mineral Rights.
- (i) Except as disclosed in the Canplats Disclosure Letter, and applying customary standards in the mining industry of the applicable jurisdiction, each of Canplats and the Canplats Subsidiaries:
 - (A) has good and sufficient title, free and clear of any title defect or material Encumbrances, to all of its interests in real property, including fee simple estates, leases, surface rights, rights of way, easements and licences from landowners or other authorities permitting the use of land but excluding the Mineral Rights (as defined below) (collectively, the “**Real Property Interests**”), other than real property in respect of which it is the lessee, in which case it has a valid leasehold interest, and the Real Property Interests permit the use of land by Canplats and the Canplats Subsidiaries necessary to permit the operation of their respective businesses as presently conducted or contemplated to be conducted; and
 - (B) holds all its mineral concessions, claims, leases, licenses, permits, access rights and other rights and interests necessary to explore for, develop, mine or produce minerals, ore or metals for development purposes on the Canplats Property, including all such properties referred to in the Canplats Documents (collectively, the “**Mineral Rights**”), free and clear of any material Encumbrances, the Mineral Rights are sufficient to permit the operation of the respective businesses of Canplats and the Canplats Subsidiaries as presently conducted or contemplated to be conducted, and none of Canplats nor the Canplats Subsidiaries has any liability or obligation to pay any commission, royalty, licence fee or similar payment to any Person with respect to the Mineral Rights.
 - (ii) Except as disclosed in the Canplats Disclosure Letter, and applying customary standards in the mining industry of the applicable jurisdiction:
 - (A) Canplats and the Canplats Subsidiaries are the legal and/or beneficial owner of all right, title and interest in and to the Real Property Interests and the Mineral Rights comprising the Canplats Property pursuant to valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, and none of Canplats nor the Canplats Subsidiaries is in default of any of the material provisions of such documents, agreements and instruments nor has any such default been alleged;

- (B) the Real Property Interests and the Mineral Rights comprising the Canplats Property have been properly located and recorded in compliance with applicable Laws and the Mineral Rights are comprised of valid and subsisting mineral claims;
 - (C) the Real Property Interests and the Mineral Rights comprising the Canplats Property are in good standing under applicable Laws, all assessment work required to be performed and filed under the Real Property Interests and the Mineral Rights has been performed and filed, all related taxes and other payments have been paid and all related filings have been made;
 - (D) there is no material adverse claim against or challenge to the title of Canplats or any of the Canplats Subsidiaries, or their respective ownership of, the Real Property Interests or Mineral Rights comprising the Canplats Property;
 - (E) the employees, agents and representatives of Canplats and the Canplats Subsidiaries have free and unrestricted access to the Canplats Property and have not been prevented or restrained in any manner from exercising their rights of access;
 - (F) Canplats and the Canplats Subsidiaries collectively have the exclusive right to deal with the Real Property Interests and the Mineral Rights comprising the Canplats Property;
 - (G) no other Person has any material interest in the Real Property Interests or the Mineral Rights comprising the Canplats Property or the production from any of the underlying properties or mineral deposits or any right to acquire any such interest;
 - (H) there are no back-in rights, earn-in rights, rights of first refusal or similar provisions which would materially affect the interest of Canplats or any of the Canplats Subsidiaries in the Real Property Interests or the Mineral Rights comprising the Canplats Property; and
 - (I) none of Canplats nor the Canplats Subsidiaries has received any notice, whether written or oral, from any Governmental Authority of any revocation or intention to revoke any of their respective interests in any of the Real Property Interests or the Mineral Rights comprising the Canplats Property.
- (iii) Canplats has provided Goldcorp with access to full and complete copies of all exploration information and data within the possession or control of Canplats and the Canplats Subsidiaries, including, without limitation, all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies, concerning the Mineral Rights comprising the Canplats Property and Canplats and the Canplats Subsidiaries have the sole title, ownership and right to use all such information, data reports and studies.
 - (iv) There is no claim or proceeding that has been commenced or, to the knowledge of Canplats, is pending or threatened (and, to the knowledge of Canplats, there is no existing ground on which any such claim or proceeding might be commenced with any reasonable likelihood of success) which, if determined adversely to Canplats or any of the Canplats Subsidiaries, could materially and adversely affect the ability of Canplats or any of the Canplats Subsidiaries to make use of, transfer or otherwise exploit the Real Property Interests or the Mineral Rights comprising the Canplats Property.

- (v) All work and activities carried out on the Real Property Interests and the Mineral Rights comprising the Canplats Property by Canplats or the Canplats Subsidiaries or, to the knowledge of Canplats, by any other Person have been carried out in all material respects in compliance with all applicable Laws, and neither Canplats nor any of the Canplats Subsidiaries, nor, to the knowledge of Canplats, any other Person, has received any notice of breach of any such applicable Laws.
- (q) Operational Matters. Except as disclosed in the Canplats Disclosure Letter or as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect on Canplats:
 - (i) all rentals, royalties, overriding royalty interests, production payments, net profits, interest burdens and other payments due or payable on or prior to the date hereof under or with respect to the direct or indirect assets of Canplats and the Canplats Subsidiaries have been properly and timely paid;
 - (ii) all rentals, payments, and obligations due and payable or performable on or prior to the date hereof under or on account of any of the direct or indirect assets of Canplats and the Canplats Subsidiaries have been duly paid, performed, or provided for prior to the date hereof; and
 - (iii) all costs, expenses and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which Canplats or any of the Canplats Subsidiaries is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.
- (r) Mineral Resources. The most recent estimated, measured, indicated and inferred mineral resources of Canplats disclosed in the Canplats Documents have been prepared and disclosed in all material respects in accordance with accepted mining, engineering, geoscience and other approved industry practices and all applicable Laws, including National Instrument 43-101 "Standards of Disclosure for Mineral Projects". Except as disclosed in the Canplats Disclosure Letter, there are no outstanding unresolved comments of any Securities Authority in respect of the technical disclosure made in any Canplats Document. Except as disclosed in the Canplats Disclosure Letter, there has been no material reduction (other than as a result of operations in the ordinary course of business) in the aggregate amount of estimated mineral resources of Canplats and the Canplats Subsidiaries, from the amounts disclosed publicly by Canplats in the Management Discussion and Analysis for the nine month period ended April 30, 2009.
- (s) Insurance. Canplats maintains policies of insurance in amounts and in respect of such risks as are normal and usual for companies of a similar size operating in the mining industry and such policies are in full force and effect as of the date hereof.
- (t) Environmental. Except as disclosed in the Canplats Disclosure Letter:
 - (i) Each of Canplats and the Canplats Subsidiaries 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 Canplats.
 - (ii) The Canplats Property has not been used by Canplats or any Canplats Subsidiary to generate, manufacture, refine, treat, recycle, transport, store, handle, dispose of, transfer, produce or process Hazardous Substances, except in compliance in all material respects with all Environmental Laws and except to the extent that such non-compliance would not reasonably be expected to have a Material Adverse Effect on Canplats. Neither Canplats nor any of the Canplats Subsidiaries has caused or permitted the Release of any

Hazardous Substances at, in, on, under or from any Canplats Property, except in compliance, individually or in the aggregate, with all Environmental Laws, except where the failure to be in such compliance would not be reasonably be expected to have a Material Adverse Effect on Canplats. All Hazardous Substances handled, recycled, disposed of, treated or stored on or off site of the Canplats Property by Canplats or any Canplats Subsidiary 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 be reasonably likely to have a Material Adverse Effect on Canplats. To the knowledge of Canplats, there are no Hazardous Substances at, in, on, under or migrating from the Canplats Property, except in material compliance with all Environmental Laws and except to the extent that any failures to be in compliance would not reasonably be expected to have a Material Adverse Effect on Canplats.

- (iii) Neither of Canplats nor the Canplats Subsidiaries has treated or disposed of, 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) to the knowledge of Canplats, 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 Canplats or the Canplats Subsidiaries. To the knowledge of Canplats, no site or facility now or previously owned, operated or leased by Canplats or the Canplats Subsidiaries is listed or, to the knowledge of Canplats, 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 it would not reasonably be expected to have a Material Adverse Effect on Canplats, neither Canplats nor any Canplats Subsidiary has caused or permitted the Release of any Hazardous Substances on or to the Canplats Property in such a manner as: (A) would reasonably be expected 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 Canplats; or (B) would be reasonably expected to result in imposition of a lien, charge or other encumbrance or the expropriation of the Canplats Property or the assets of Canplats or the Canplats Subsidiaries.
- (v) Except to the extent that would not reasonably be expected to have a Material Adverse Effect on Canplats and except as disclosed in the Canplats Disclosure Letter, neither Canplats nor the Canplats Subsidiaries has 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.
- (u) Tax Matters. Except as disclosed in the Canplats Disclosure Letter or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Canplats:
 - (i) Canplats and each Canplats Subsidiary has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon.
 - (ii) Canplats and each Canplats Subsidiary has (A) duly and timely paid all Taxes due and payable by it, (B) 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, and (C) 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.

- (iii) The charges, accruals and reserves for Taxes reflected on the Canplats Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of Canplats, adequate under Canadian GAAP to cover Taxes with respect to Canplats and each Canplats Subsidiary accruing through the date thereof.
- (iv) There are no proceedings, investigations, audits, assessments, reassessments or claims now pending or, to the knowledge of Canplats, threatened against either Canplats or a Canplats Subsidiary that propose to assess Taxes in addition to those reported in the Tax Returns.
- (v) No waiver of any statute of limitations with respect to Taxes has been given or requested with respect to Canplats or any Canplats Subsidiary.
- (v) Pension and Employee Benefits. Canplats and the Canplats Subsidiaries have complied, in all material respects, with all of the terms of the pension and other employee compensation and benefit obligations of Canplats and the Canplats Subsidiaries including the provisions of any collective agreements, funding and investment contracts or obligations applicable thereto, arising under or relating to each of the pension or retirement income plans or other employee compensation or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon Canplats or the Canplats Subsidiaries, as the case may be (collectively referred to in this subsection as the “**Canplats Plans**”).
- (w) Reporting Status. Canplats is a reporting issuer or its equivalent in the Provinces of British Columbia and Alberta. The Canplats Common Shares are listed on the TSX-V.
- (x) Reports. Since January 1, 2009, Canplats has filed with all applicable Securities Authorities, the TSX-V and all applicable self-regulatory authorities a true and complete copy of all forms, reports, schedules, statements, certifications, material change reports and other documents required to be filed by it, including, without limitation, all documents required to be filed by it in compliance with continuous disclosure requirements of applicable securities laws (such forms, reports, schedules, statements, certifications and other documents, including any financial statements or other documents, including any schedules included therein, are referred to herein as the “**Canplats Documents**”). The Canplats Documents, at the time filed or, if amended, as of the date of such amendment (i) did not contain any misrepresentation (as defined by the Securities Act) and did not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and (ii) complied in all material respects with the requirements of applicable securities legislation and the rules, policies and instruments of all Securities Authorities having jurisdiction over Canplats, except where such non-compliance has not had, and would not reasonably be expected to have, a Material Adverse Effect on Canplats. Except as disclosed in the Canplats Disclosure Letter, there are no outstanding unresolved comments of any Securities Authority in respect of any Canplats Document that has been filed. Canplats has not filed any confidential material change or other report or other document with any Securities Authority or the TSX-V or other self-regulatory authority which at the date hereof remains confidential. The Canplats Subsidiaries are not required to file any reports or other documents with any Securities Authorities or the TSX-V.

- (y) Privacy Laws.
- (i) The collection, use and retention of the Personal Information by Canplats and the Canplats Subsidiaries, the disclosure or transfer of the Personal Information by Canplats and the Canplats Subsidiaries to any third parties and transfer of the Personal Information by Canplats and the Canplats Subsidiaries to Goldcorp as part of Goldcorp's due diligence and as contemplated by this Agreement or any ancillary agreement comply with all Privacy Laws and is consistent with Canplats' own Privacy Policies;
 - (ii) There are no restrictions on Canplats' or the Canplats Subsidiaries' collection, use, disclosure and retention of the Personal Information except as provided by Privacy Laws and Canplats' own Privacy Policies;
 - (iii) There are no proceedings pending, ongoing, or to Canplats' or the Canplats Subsidiaries' knowledge, threatened, with respect to Canplats' or the Canplats Subsidiaries' collection, use, disclosure or retention of the Personal Information; and
 - (iv) No decision, judgment or order, whether statutory or otherwise, is pending or has been made, and no notice has been given pursuant to any Privacy Laws, requiring Canplats or the Canplats Subsidiaries to take (or to refrain from taking) any action with respect to the Personal Information.
- (z) Data Room. After due inquiry, Canplats is not aware of anything that would indicate that any of the Confidential Information (as defined in the Confidentiality Agreement) provided by or on behalf of Canplats to Goldcorp or any of its affiliates or their respective representatives, whether or not contained in the Data Room, is not true and accurate in all material respects.
- (aa) Compliance with Laws. Except with respect to matters relating to the environment or Environmental Laws (which are addressed in subsection 3.01(t)), Canplats and the Canplats Subsidiaries have complied with and are not in violation of any applicable Law other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on Canplats.
- (bb) No Cease Trade. Canplats is not subject to any cease trade or other order of the TSX-V or any Securities Authority and, to the knowledge of Canplats, no investigation or other proceedings involving Canplats that may operate to prevent or restrict trading of any securities of Canplats are currently in progress or pending before the TSX-V or any Securities Authority.
- (cc) No Option on Assets. No Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Canplats or any Canplats Subsidiary of any of the material assets of Canplats or the Canplats Subsidiaries other than as described or contemplated herein and except as disclosed in the Canplats Disclosure Letter.
- (dd) Certain Contracts. Neither Canplats nor any Canplats Subsidiary is a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order or decree that purports to (i) limit the manner or the localities in which all or any material portion of their business is conducted, (ii) limit any business practice of Canplats or the Canplats Subsidiaries in any material respect, or (iii) restrict any acquisition or disposition of any property by Canplats or the Canplats Subsidiaries, except with respect to (ii) and (iii) as disclosed in the Canplats Disclosure Letter.
- (ee) Foreign Private Issuer. As of the date hereof, Canplats is a "foreign private issuer" as defined in Rule 405 under the 1933 Act. The Canplats Common Shares are registered under section 12(g) of the 1934 Act.

- (ff) Investment Company Status. Canplats is not registered, and is not required to be registered, as an open-end investment company, a closed-end investment company, a unit investment trust or a face-amount certificate company under the 1940 Act.
- (gg) No Broker's Commission. Neither Canplats nor any of the Canplats Subsidiaries has entered into any agreement that would entitle any Person to any valid claim against Canplats for a broker's commission, finder's fee or any like payment in respect of the Arrangement or any other matter contemplated by this Agreement, except for the fees and expenses disclosed in the Canplats Disclosure Letter.
- (hh) Certain Business Practices. To the knowledge of Canplats, neither Canplats, the Canplats Subsidiaries nor any director, officer, agent or employee of Canplats or the Canplats Subsidiaries (in their capacities as such) has:
 - (i) used or agreed to use any funds for contributions, gifts, entertainment or other purposes relating to political activity in violation of Law including, without limitation, the CFPOA or the FCPA; or
 - (ii) made or agreed to make any payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns in violation of Law including, without limitation, the CFPOA or the FCPA.

3.02 Representations and Warranties of Goldcorp

Goldcorp hereby represents and warrants to Canplats, and hereby acknowledges that Canplats is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Arrangement, as follows:

- (a) Organization. Goldcorp and Subco have been incorporated, are validly subsisting and have full corporate and legal power and authority to own their respective property and assets and to conduct their respective businesses as currently owned and conducted. Goldcorp is registered, licensed or otherwise qualified as an extra-provincial corporation or a foreign corporation in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Goldcorp.
- (b) Capitalization. Goldcorp is authorized to issue an unlimited number of Goldcorp Common Shares. As at November 13, 2009, there were: (i) 732,862,713 Goldcorp Common Shares outstanding; (ii) an aggregate of 445,834 Goldcorp Common Shares set aside for issue under the Goldcorp Restricted Share Rights; (iii) Goldcorp Options to acquire an aggregate of 14,936,420 Goldcorp Common Shares outstanding; and (iv) Goldcorp Warrants to acquire an aggregate of 8,439,425 Goldcorp Common Shares. All outstanding Goldcorp Common Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights.
- (c) Authority. Goldcorp and Subco have all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Goldcorp and/or Subco as contemplated by this Agreement, and to perform their respective obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Goldcorp and Subco and the completion by Goldcorp and Subco of the transactions contemplated by this Agreement have been authorized by the directors of Goldcorp and Subco and no other corporate proceedings on the part of Goldcorp and Subco are necessary to authorize this Agreement or to complete the transactions contemplated hereby. This Agreement has been executed and delivered by Goldcorp and Subco and constitutes a legal, valid and binding

obligation of each Goldcorp and Subco, enforceable against Goldcorp and Subco in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by Goldcorp and Subco of this Agreement and the performance of their respective obligations hereunder and the completion of the transactions contemplated hereby do not and will not result in a violation, contravention or breach of, require any consent to be obtained under or give rise to any termination rights under any provision of,

- (i) the articles or by-laws (or their equivalent) of Goldcorp or Subco;
- (ii) any Law; or
- (iii) any contract, agreement, licence or permit to which Goldcorp or Subco are bound or are subject to or of which Goldcorp or Subco is the beneficiary,

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on Goldcorp;

No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by Goldcorp in connection with the execution and delivery of this Agreement or the consummation by Goldcorp and Subco of the transactions contemplated hereby other than: (i) any approvals required by the Interim Order; (ii) any approvals required by the Final Order; (iii) filings with and approvals by Securities Authorities having jurisdiction and stock exchanges; and (iv) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on Goldcorp.

- (d) Directors' Approvals. The directors of Goldcorp and Subco have authorized the entering into of this Agreement, and the performance of its provisions, by each of Goldcorp and Subco.
- (e) Absence of Changes. Since December 31, 2008, except as publicly disclosed by Goldcorp:
 - (i) Goldcorp has not incurred or suffered a Material Adverse Change;
 - (ii) Goldcorp has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding Goldcorp Common Shares; and
 - (iii) Goldcorp has not effected any material change in its accounting methods, principles or practices.
- (f) Financial Matters. The audited consolidated balance sheets, audited consolidated statements of earnings, audited consolidated statements of shareholders equity and audited consolidated statements of cash flows of Goldcorp for the financial years ended December 31, 2007 and 2008 and the nine month period ended September 30, 2009 (the "**Goldcorp Financial Statements**") were prepared in accordance with Canadian GAAP consistently applied, and fairly present in all material respects the consolidated financial condition of Goldcorp at the respective dates indicated and the results of operations of Goldcorp for the periods covered on a consolidated basis.
- (g) Mineral Reserves and Resources. The most recent estimated, proven and probable mineral reserves and the estimated measured, indicated and inferred mineral resources of Goldcorp disclosed in the Goldcorp Documents have been prepared and disclosed in all material respects in accordance with accepted mining, engineering, geoscience and other approved industry practices and all applicable Laws, including National Instrument 43-101 "Standards of Disclosure for Mineral Projects". There are no material outstanding unresolved comments of any Securities Authority in respect of the technical disclosure made in any Goldcorp Document. There has been

no material reduction (other than as a result of operations in the ordinary course of business) in the aggregate amount of estimated mineral reserves and estimated mineral resources of Goldcorp on a consolidated basis from the amounts disclosed publicly by Goldcorp.

- (h) Reporting Status. Goldcorp is a reporting issuer or its equivalent in each of the provinces and territories of Canada. The Goldcorp Common Shares are registered under section 12(b) of the 1934 Act. The Goldcorp Common Shares are listed on the TSX and the NYSE.
- (i) Reports. Since January 1, 2009, Goldcorp has filed with the Securities Authorities, stock exchanges and all applicable self-regulatory authorities a true and complete copy of all forms, reports, schedules, statements, certifications, material change reports and other documents required to be filed by it, including, without limitation, all documents required to be filed by it in compliance with continuous disclosure requirements of applicable securities laws (such forms, reports, schedules, statements, certifications and other documents, including any financial statements or other documents, including any schedules included therein, are referred to in this subsection as the “**Goldcorp Documents**”). The Goldcorp Documents, at the time filed or, if amended, as of the date of such amendment:
 - (A) did not contain any misrepresentation (as defined by the Securities Act) and did not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and
 - (B) complied in all material respects with the requirements of applicable securities legislation and the rules, policies and instruments of all Securities Authorities having jurisdiction over Goldcorp, except where such non-compliance has not had and would not reasonably be expected to have a Material Adverse Effect on Goldcorp. There are no material outstanding unresolved comments of any Securities Authority in respect of any Goldcorp Document that has been filed. Goldcorp has not filed any confidential material change or other report or other document with any Securities Authorities or stock exchange or other self-regulatory authority which at the date hereof remains confidential.
- (j) No Cease Trade. Goldcorp is not subject to any cease trade or other order of any applicable stock exchange or Securities Authority and, to the knowledge of Goldcorp, no investigation or other proceedings involving Goldcorp which may operate to prevent or restrict trading of any securities of Goldcorp are currently in progress or pending before any applicable stock exchange or Securities Authority.
- (k) Place of Principal Offices. The principal offices of Goldcorp are not located within the United States.
- (l) Foreign Private Issuer. As of the date hereof, Goldcorp is a “foreign private issuer” as defined in Rule 405 under the 1933 Act.
- (m) Investment Company Status. Goldcorp is not registered, and is not required to be registered, as an open-end investment company, a closed-end investment company, a unit investment trust or a face-amount certificate company under the 1940 Act.
- (n) Shares. The Goldcorp Common Shares to be issued pursuant to the Arrangement will, upon issue, be duly and validly issued as fully paid and non-assessable shares in the capital of Goldcorp.
- (o) Canadian Status. Goldcorp is a Canadian within the meaning of the *Investment Canada Act* (Canada).

3.03 Survival of Representations and Warranties

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

ARTICLE 4 COVENANTS

4.01 Covenants of Canplats

Subject to Sections 6.01 and 6.02 hereof, Canplats hereby covenants and agrees with Goldcorp as follows:

(a) Interim Order; Court Procedures.

- (i) As soon as practicable, Canplats shall file, proceed with and diligently prosecute an application to the Court for the Interim Order on terms and conditions acceptable to Goldcorp, acting reasonably;
- (ii) Canplats will provide legal counsel to Goldcorp with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court (including, without limitation, drafts of the Proxy Circular) in connection with the Arrangement, including by providing on a timely basis notice of any information required to be supplied by Goldcorp for inclusion in such material, prior to the service and filing of that material and will incorporate any reasonable comments of such counsel. In addition, Canplats will not object to legal counsel to Goldcorp appearing and making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided that Canplats is advised of the nature of any submissions prior to the hearing. Canplats will also provide legal counsel to Goldcorp on a timely basis with copies of any notice of appearance and evidence served on Canplats or its legal counsel in respect of the application for the Interim Order or the Final Order or any appeal therefrom and any notice (written or oral) received by Canplats indicating any intention to oppose the granting of the Interim Order or the Final Order or to appeal the Interim Order or the Final Order. Subject to applicable Laws, Canplats will not file any material with the Court in connection with the Arrangement or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated hereby or with Goldcorp's prior written consent, not to be unreasonably withheld; provided that nothing herein will require Goldcorp to agree or consent to any increase in consideration or other modification or amendment to such filed or served materials that expands or increases Goldcorp's obligations set forth in any such filed or served materials under this Agreement.

(b) Canplats Meeting. In a timely and expeditious manner, Canplats shall:

- (i) forthwith carry out such terms of the Interim Order as are required under the terms thereof to be carried out by Canplats;
- (ii) prepare, with the assistance of Goldcorp, and file the Proxy Circular (which shall be in a form satisfactory to Goldcorp, acting reasonably), together with any other documents required by applicable Laws, in all jurisdictions where the Proxy Circular is required to be filed and mail the Proxy Circular, as ordered by the Interim Order and in accordance with all applicable Laws, in and to all jurisdictions where the Proxy 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 Goldcorp;

- (iii) subject to the terms of this Agreement, Canplats shall: (i) take all commercially reasonable lawful action to solicit in favour of the Canplats Resolution and the Canplats Securityholder Approval including, without limitation, retaining a proxy solicitation agent to solicit proxies in favour of the Canplats Resolution; (ii) recommend to all holders of Canplats Common Shares, Canplats Options and Canplats Warrants, that they vote in favour of the Canplats Resolution; and (iii) not withdraw, modify or qualify, or publicly propose to or publicly state that it intends to withdraw, modify or qualify in any manner adverse to Goldcorp such recommendation (a “**Change in Canplats Recommendation**”), except as expressly permitted by Sections 6.01 and 6.02 hereof;
 - (iv) convene the Canplats Meeting by January 15, 2010, but in any event hold the Canplats Meeting no later than February 26, 2010, in the manner provided in the Interim Order;
 - (v) provide notice to Goldcorp of the Canplats Meeting and allow representatives of Goldcorp to attend the Canplats Meeting;
 - (vi) allow Goldcorp to solicit proxies for the Canplats Meeting either directly or through a proxy solicitation agent;
 - (vii) conduct the Canplats Meeting in accordance with the Interim Order, the BCBCA, the articles of Canplats and as otherwise required by applicable Laws; and
 - (viii) take all such actions as may be required under the BCBCA in connection with the transactions contemplated by this Agreement and the Plan of Arrangement.
- (c) Status of Voting. Canplats will advise Goldcorp, at least on a daily basis on each of the 10 Business Days prior to the date of the Canplats Meeting, as to the aggregate tally of the proxies received by Canplats in respect of the Canplats Resolution.
- (d) Adjournment. Canplats shall not adjourn, postpone or cancel the Canplats Meeting (or propose to do so), except: (i) if quorum is not present at the Canplats Meeting; (ii) if required by applicable Laws; or (iii) if otherwise agreed with Goldcorp.
- (e) Dissent Rights. Canplats shall provide Goldcorp with a copy of any purported exercise of the Dissent Rights and written communications with any Canplats Securityholder purportedly exercising such Dissent Rights, and shall not settle or compromise any action brought by any present, former or purported holder of any of its securities in connection with the transactions contemplated by this Agreement, including the Arrangement, without the prior consent of Goldcorp.
- (f) Amendments. In a timely and expeditious manner, Canplats shall prepare (in consultation with Goldcorp), and file any mutually agreed (or as otherwise required by applicable Laws) amendments or supplements to the Proxy Circular (which amendments or supplements shall be in a form satisfactory to Goldcorp, acting reasonably) with respect to the Canplats Meeting and 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) Shareholder Lists. Canplats will prepare or cause to be prepared and provide to Goldcorp lists of holders of all classes and series of securities of Canplats, including lists of the Canplats Shareholders, the Canplats Optionholders and the Canplats Warrantholders, as well as security position listing from each depository of its securities, including CDS Clearing and Depository Services Inc. and The Depository Trust and Clearing Corporation, within five Business Days after the date hereof and will obtain and deliver to Goldcorp thereafter, as soon as reasonably practicable after any demand therefor, supplemental lists setting out any changes thereto, all such deliveries to be in printed form and, if available, in computer-readable format.
- (h) Final Order. Subject to the approval of the Canplats Resolution in accordance with the provisions of the Interim Order, Canplats shall forthwith file, proceed with and diligently prosecute an application for the Final Order, which application shall be in form and substance satisfactory to the parties hereto, acting reasonably. Canplats shall advise the Court in the application for the Final Order that it is Goldcorp's and Newco's intention to rely upon the exemption from registration requirement of the 1933 Act provided by Section 3(a)(10) of the 1933 Act to implement the transactions contemplated hereby in respect of the Canplats Securityholders who are resident in the United States.
- (i) Compliance with Orders. Canplats shall forthwith carry out the terms of the Interim Order and the Final Order.
- (j) Copy of Documents. Except for proxies and other non-substantive communications, Canplats shall furnish promptly to Goldcorp a copy of each notice, report, schedule or other document or communication delivered, filed or received by Canplats in connection with this Agreement, the Arrangement, the Interim Order or the Canplats Meeting or any other meeting at which all Canplats Securityholders are entitled to attend relating to special business, any filings made under any applicable Law 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 Agreement.
- (k) Usual Business. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement and except as set forth below, Canplats shall, and shall cause the Canplats Subsidiaries to, conduct business only in, and not take any action except in, the ordinary course of business and consistent with past practice.
- (l) Certain Actions Prohibited. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement, Canplats shall not, without the prior written consent of Goldcorp, directly or indirectly do or permit to occur any of the following:
 - (i) issue, sell, or agree to issue or sell, any Canplats Common Shares or any options, warrants, calls, conversion privileges or rights of any kind to acquire any Canplats Common Shares, create any Encumbrance on the shares of any Canplats Subsidiary, or permit any Canplats Subsidiary to issue, sell, or agree to issue, sell, pledge, lease, dispose of, any shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any shares of any Canplats Subsidiary; other than the issue of Canplats Common Shares pursuant to the exercise of the Canplats Options and the Canplats Warrants issued and outstanding on the date hereof in accordance with their terms as of the date hereof;
 - (ii) other than pursuant to obligations or rights under existing contracts, agreements and commitments (to the extent such rights have been exercised or initiated by other Persons and only if such rights have been disclosed in the Canplats Disclosure Letter), sell, lease or otherwise dispose of, or permit any Canplats Subsidiary to sell, lease or otherwise dispose of, any property or assets or enter into any agreement or commitment in respect of any of the foregoing;

- (iii) amend or propose to amend the articles or by-laws (or the equivalent) of Canplats or any Canplats Subsidiary or any of the terms of the Canplats Options or the outstanding Canplats Warrants as they existed on November 8, 2009;
 - (iv) split, combine or reclassify any of the shares of Canplats or any Canplats Subsidiary or declare, set aside or pay any dividend or other distribution payable in cash, securities, property or otherwise with respect to the shares of Canplats or any Canplats Subsidiary;
 - (v) redeem, purchase or offer to purchase, or permit any Canplats Subsidiary to redeem, purchase or offer to purchase, any Canplats Common Shares and, other than pursuant to the Canplats Option Plans, any options or obligations or rights under existing contracts, agreements and commitments;
 - (vi) reorganize, amalgamate or merge Canplats or any Canplats Subsidiary;
 - (vii) acquire or agree to acquire any corporation or other entity (or material interest therein) or division of any corporation or other entity, or permit any Canplats Subsidiary to acquire or agree to acquire any corporation or other entity (or material interest therein) or division of any corporation or other entity;
 - (viii) (A) satisfy or settle any claim or dispute which is, individually or in the aggregate, in an amount in excess of \$100,000, except such as have been included in the consolidated financial statements of Canplats delivered to Goldcorp or which constitutes a claim between Canplats and any Canplats Subsidiary; (B) relinquish any contractual rights that are, individually or in the aggregate, in an amount in excess of \$100,000; or (C) enter into any interest rate, currency or commodity swaps, hedges, caps, collars, forward sales or other similar financial instruments other than in the ordinary and regular course of business and not for speculative purposes;
 - (ix) incur, authorize, agree or otherwise become committed to provide guarantees for borrowed money or incur, authorize, agree or otherwise become committed for any indebtedness for borrowed money, or permit any Canplats Subsidiary to incur, authorize, agree or otherwise become committed to provide guarantees for borrowed money or incur, authorize, agree or otherwise become committed for any indebtedness for borrowed money;
 - (x) except as required by Canadian GAAP or any applicable Law, make any changes to the existing accounting practices of Canplats or make any material tax election inconsistent with past practice; or
 - (xi) enter into, or cause any Canplats Subsidiary to enter into, new commitments of a capital expenditure nature or incur any new contingent liabilities other than (A) expenditures made in the ordinary course of business consistent with past practice; (B) expenditures required by Law; and (C) expenditures made in connection with transactions contemplated in this Agreement.
- (m) Employment Arrangements. Except where the prior intention to do so has been disclosed in the Canplats Disclosure Letter, Canplats shall not, without the prior written consent of Goldcorp, and shall cause any Canplats Subsidiary not to, 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 Canplats or such Canplats Subsidiary.

- (n) Insurance. Canplats shall use its commercially reasonable efforts, and shall cause each Canplats Subsidiary to use its commercially reasonable efforts, to cause their respective current insurance (or reinsurance) policies not to be cancelled or terminated 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 internationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect.
- (o) Certain Actions. Canplats shall:
 - (i) not take any action, or refrain from taking any action (subject to commercially reasonable efforts), or permit any action to be taken or not taken, inconsistent with the provisions of this Agreement or which would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by Canplats in this Agreement untrue or inaccurate in any material respect at any time prior to the Effective Time if then made, or which would or could have a Material Adverse Effect on Canplats; and
 - (ii) promptly notify Goldcorp of (A) any Material Adverse Change or Material Adverse Effect, or any fact, circumstance, 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 Canplats, (B) any Governmental Entity or third person making a material complaint, investigation or hearing (or communications indicating that the same may be contemplated), (C) any breach by Canplats of any covenant or agreement contained in this Agreement, and (D) any event occurring subsequent to the date hereof that would render any representation or warranty of Canplats contained in this Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate in any material respect.
- (p) No Compromise. Canplats shall not, and shall not cause any Canplats Subsidiary to, settle or compromise any claim brought by any present, former or purported holder of any securities of Canplats in connection with the transactions contemplated by this Agreement prior to the Effective Time without the prior written consent of Goldcorp.
- (q) Contractual Obligations. Canplats shall not, and shall not cause any Canplats Subsidiary to, enter into, renew or modify in any respect any material contract, agreement, lease, commitment or arrangement to which Canplats or any Canplats Subsidiary is a party or by which either of them is bound, except insofar as may be necessary to permit or provide for the completion of the Arrangement.
- (r) Satisfaction of Conditions. Canplats shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations hereunder 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 Agreement, including using its commercially reasonable efforts to:
 - (i) obtain the approval of Canplats Securityholders of the Arrangement in accordance with the provisions of the BCBCA, the Interim Order and the requirements of any applicable regulatory authority;
 - (ii) obtain all other consents, approvals and authorizations as are required to be obtained by Canplats or any Canplats Subsidiary under any applicable Law or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on Canplats;

- (iii) 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 Agreement and participate and appear in any proceedings of any party hereto before any Governmental Entity;
 - (iv) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this 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;
 - (v) fulfill all conditions and satisfy all provisions of this Agreement and the Plan of Arrangement required to be fulfilled or satisfied by Canplats; and
 - (vi) cooperate with Goldcorp in connection with the performance by Goldcorp of its obligations hereunder provided however that the foregoing shall not be construed to obligate Canplats to pay or cause to be paid any monies to cause such performance to occur.
- (s) Cooperation. Canplats 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.
- (t) Representations. Canplats shall use its commercially reasonable efforts to conduct its affairs and to cause the Canplats Subsidiaries to conduct their affairs so that all of the representations and warranties of Canplats contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date.
- (u) Access. Canplats shall, and shall cause the Canplats Subsidiaries to, afford officers, employees, counsel, accountants and other authorized representatives and advisors of Goldcorp reasonable access, during normal business hours from the date hereof until the earlier of the Effective Time or the termination of this Agreement, to the properties, books, contracts and records (including all technical and operational data including, without limitation, drilling results) as well as to the personnel of Canplats and the Canplats Subsidiaries, and, during such period, Canplats shall, and shall cause the Canplats Subsidiaries to, furnish promptly to Goldcorp all information concerning the business, properties and personnel of Canplats and the Canplats Subsidiaries as Goldcorp may reasonably request. Subject to applicable Laws, Canplats shall continue to make available and cause to be made available to Goldcorp and the agents and advisors thereto all documents, agreements, corporate records and minute books as may be necessary to enable Goldcorp to effect a thorough examination of Canplats and the Canplats Subsidiaries and the business, properties and financial status thereof, including the provision of unaudited monthly consolidated financial statements of Canplats together with the consolidation therefor, and shall cooperate with Goldcorp in securing access for Goldcorp to any documents, agreements, corporate records or minute books not in the possession or under the control of Canplats.
- (v) Closing Documents. Canplats shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by Goldcorp, all in form satisfactory to Goldcorp, acting reasonably.
- (w) Pre-Acquisition Reorganization. Canplats shall effect such reorganization of its business, operations, subsidiaries and assets or such other transactions (each, a “**Pre-Acquisition Reorganization**”) as Goldcorp may reasonably request prior to the Effective Date, and the Plan of Arrangement, if required, shall be modified accordingly; provided, however, that Canplats need not effect a Pre-Acquisition Reorganization which in the opinion of Canplats, acting reasonably: (i) would require Canplats to obtain the prior approval of the shareholders of Canplats in respect of such Pre-Acquisition Reorganization other than at the Canplats Meeting; (ii) would impede or materially delay the consummation of the

Arrangement; or (iii) would result in any reduction in the benefits to be received by Canplats or any security holder thereof under the transactions contemplated by this Agreement, including, without limitation, the Arrangement. Without limiting the foregoing and other than as set forth in clause (i) above, Canplats shall use its commercially reasonable efforts to obtain all necessary consents, approvals or waivers from any Persons to effect each Pre-Acquisition Reorganization, and Canplats shall cooperate with Goldcorp in structuring, planning and implementing any such Pre-Acquisition Reorganization. Goldcorp shall provide written notice to Canplats of any proposed Pre-Acquisition Reorganization at least 10 Business Days prior to the date of the Canplats Meeting. In addition:

- (i) Goldcorp shall indemnify and save harmless Canplats and the Canplats Subsidiaries' respective officers, directors, employees, agents, advisors and representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest awards, judgments and penalties suffered or incurred by any of them in connection with or as a result of any Pre-Acquisition Reorganization;
- (ii) any Pre-Acquisition Reorganization shall not become effective unless Goldcorp shall have waived or confirmed in writing the satisfaction of all conditions in its favour and shall have confirmed in writing that it is prepared to promptly without condition (other than the satisfaction of any condition as it relates to the Pre-Acquisition Reorganization) proceed to effect the Arrangement;
- (iii) any Pre-Acquisition Reorganization shall not unreasonably interfere in material operations prior to the Effective Time of Canplats or any of the Canplats Subsidiaries;
- (iv) unless the Parties otherwise agree, any Pre-Acquisition Reorganization shall not require any filings with, notifications to or approvals of any Governmental Entity or third party (other than such Tax rulings, and filing such Tax elections or notifications and prefilings or pre-clearances with corporations branches or similar Governmental Entities, as are necessary or advisable in the circumstances);
- (v) any Pre-Acquisition Reorganization shall not require Canplats or any Canplats Subsidiary to contravene any applicable Laws, their respective organizational documents or any material contract; and
- (vi) Canplats and the Canplats Subsidiaries shall not be obligated to take any action that could result in any Taxes being imposed on, or any adverse Tax or other consequence to, any security holder of Canplats greater than the Taxes or other consequences to such Person in connection with the consummation of the Arrangement in the absence of any Pre-Acquisition Reorganization.

Goldcorp acknowledges and agrees that the planning for and implementation of any Pre-Acquisition Reorganization shall not be considered a breach of any covenant under this Agreement and shall not be considered in determining whether a representation or warranty of Canplats hereunder has been breached. Goldcorp and Canplats shall work cooperatively and use reasonable commercial efforts to prepare prior to the Effective Time all documentation necessary and do such other acts and things as are necessary to give effect to such Pre-Acquisition Reorganization. For greater certainty, Canplats shall not be liable for the failure of Goldcorp to benefit from any anticipated tax efficiency as a result of a Pre-Acquisition Reorganization. If the Arrangement is not completed, Goldcorp shall forthwith reimburse Canplats for all reasonable fees and expenses (including, without limitation, any professional fees and expenses) incurred by Canplats and the Canplats Subsidiaries in reversing or voiding any Pre-Acquisition Reorganization that was effected at Goldcorp's request. The obligation of Goldcorp to reimburse Canplats as set out in this section and the indemnity described in this section will be in addition to any other obligation hereunder and will survive termination of this Agreement indefinitely.

- (x) Rights Plan. Canplats will take all necessary action prior to the Effective Date to (i) render the Canplats Rights Plan inapplicable to the Arrangement and the other transactions contemplated by this Agreement and (ii) ensure that (x) neither Goldcorp nor any of its Affiliates is an Acquiring Person or an Affiliate or Associate of an Acquiring Person or Person acting jointly or in concert with an Acquiring Person or any Associate or Affiliate thereof (each capitalized term used in this clause (ii) as defined in the Canplats Rights Plan), (y) none of a Stock Acquisition Date, Separation Time or Flip-in Event shall occur by reason of the approval, execution or delivery of this Agreement, the announcement or consummation of the Arrangement or the consummation of any other transaction contemplated by this Agreement and (z) the application of any of the relevant provisions of the Canplats Rights Plan to the Arrangement or any of the transactions contemplated hereby shall be waived or the Canplats Rights shall be redeemed or terminate immediately prior to the Effective Date.
- (y) ExplorationCo. Canplats shall incorporate ExplorationCo and cause Canplats de Mexico, S.A. de C.V. to transfer to ExplorationCo all of its right, title and interest in the Canplats Exploration Properties in consideration of the payment of \$1,000,000. Upon completion of such transaction, Canplats shall own, beneficially, all of the issued and outstanding shares of ExplorationCo and ExplorationCo shall own the Canplats Exploration Properties.
- (z) Resolve Comments. Canplats shall use commercially reasonable efforts to resolve the issues raised in the letter received by it from the British Columbia Securities Commission (“**BCSC**”) dated October 30, 2009 and shall respond to such letter in a substantive and comprehensive manner as soon as practicable and in any event not later than November 30, 2009 and, further, Canplats will provide Goldcorp and its legal counsel with reasonable opportunity to review and comment upon drafts of all materials to be submitted to the BCSC in connection with such letter and will incorporate any reasonable comments of Goldcorp and its counsel in such response.

4.02 Covenants of Goldcorp

Goldcorp hereby covenants and agrees with Canplats as follows:

- (a) Proceedings. In a timely and expeditious manner, Goldcorp shall take all such actions and do all such acts and things as are specified in the Interim Order, the Plan of Arrangement (including issuing the Goldcorp Common Shares contemplated pursuant to Section 3.01 of the Plan of Arrangement) and the Final Order to be taken or done by Goldcorp.
- (b) Information for Proxy Circular. In a timely and expeditious manner, Goldcorp shall provide to Canplats all information as may be reasonably requested by Canplats or as required by the Interim Order or applicable Laws with respect to Goldcorp and its businesses and properties for inclusion in the Proxy Circular or in any amendment or supplement to the Proxy 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 Goldcorp required to be disclosed in the Proxy Circular and not containing any misrepresentation (as defined under applicable securities legislation and requirements) with respect thereto. Goldcorp shall fully cooperate with Canplats in the preparation of the Proxy Circular and shall provide such assistance as Canplats may reasonably request in connection therewith.
- (c) Amendments. In a timely and expeditious manner, Goldcorp shall provide Canplats with information as requested by Canplats in order to prepare any amendments or supplements to the Proxy Circular (which amendments or supplements shall be in a form satisfactory to Goldcorp, acting reasonably) with respect to the Canplats Meeting.
- (d) Certain Actions. Goldcorp shall:
 - (i) not take any action, or refrain from taking any action (subject to commercially reasonable efforts), or permit any action to be taken or not taken, inconsistent with the provisions of

this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by Goldcorp in this Agreement untrue or inaccurate in any material respect at any time prior to the Effective Time if then made or that would or could have a Material Adverse Effect on Goldcorp; and

- (ii) promptly notify Canplats of (A) any Material Adverse Change or Material Adverse Effect, or any fact, circumstance, 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 Goldcorp, (B) any Governmental Entity or third person making a material complaint, investigation or hearing (or communications indicating that the same may be contemplated), (C) any breach by Goldcorp of any covenant or agreement contained in this Agreement, and (D) any event occurring subsequent to the date hereof that would render any representation or warranty of Goldcorp contained in this Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate in any material respect.
- (e) Satisfaction of Conditions. Goldcorp shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to its obligations hereunder to the extent the same are 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 Agreement, including using its commercially reasonable efforts to:
- (i) obtain all consents, approvals and authorizations as are required to be obtained by Goldcorp 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 Goldcorp;
 - (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 Agreement and participate, and appear in any proceedings of, any party hereto before any Governmental Entity;
 - (iii) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this 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;
 - (iv) fulfill all conditions and satisfy all provisions of this Agreement and the Plan of Arrangement required to be fulfilled or satisfied by it; and
 - (v) cooperate with Canplats in connection with the performance by Canplats of its obligations hereunder, provided however that the foregoing shall not be construed to obligate Goldcorp to pay or cause to be paid any monies to cause such performance to occur.
- (f) Cooperation. Goldcorp 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.
- (g) Representations. Goldcorp shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of Goldcorp contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date.

- (h) Tax Elections. Goldcorp agrees to make joint elections with Eligible Holders in respect of their disposition of Canplats Common shares pursuant to section 85 of the Tax Act (or any similar provision of any provincial tax legislation) in accordance with the procedures and within the limits set out in the Plan of Arrangement. Goldcorp further agrees that the agreed amount under such joint elections shall be determined by each Eligible Holder in his or her sole discretion within the limits set out in the Tax Act.
- (i) Closing Documents. Goldcorp shall execute and deliver, or cause to be executed and delivered at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions and other closing documents as may be required by Canplats, all in form satisfactory to Canplats, acting reasonably.

4.03 Indemnification and Insurance

- (a) Goldcorp hereby covenants and agrees that all rights to indemnification or exculpation in favour of the current and former directors and officers of Canplats and any Canplats Subsidiary provided in the current articles or by-laws (or the equivalent) of Canplats or any Canplats Subsidiary, or in any agreement, and any directors' and officers' insurance now existing in favour of the directors or officers of Canplats and any Canplats Subsidiary which in each case are fully and completely disclosed in the Canplats Disclosure Letter shall survive the completion of the Arrangement (or be replaced with substantially equivalent coverage from another provider of at least equivalent standing to the current provider) and shall continue in full force and effect (either directly or via run-off insurance or insurance provided by an alternative provider of at least equivalent standing to the current provider) for a period of not less than six years from the Effective Date and Goldcorp undertakes to ensure that this covenant shall remain binding upon its successor and assigns. Goldcorp acknowledges that Canplats may purchase run-off directors' and officers' liability insurance for a period of up to six years from the Effective Date on terms acceptable to Goldcorp acting reasonably.
- (b) Canplats shall act as agent and trustee of the benefits of the foregoing for its directors and officers and those of the Canplats Subsidiaries for the purpose of this Section 4.03 and this Section 4.03 shall survive the execution and delivery of this Agreement and the completion of the Arrangement and shall be enforceable against Goldcorp by the Persons described in subsection (a) hereof.

ARTICLE 5 CONDITIONS

5.01 Mutual Conditions

The respective obligations of Canplats and Goldcorp 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 hereto, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the parties hereto, acting reasonably, on appeal or otherwise;
- (b) the Canplats Securityholder Approval shall have been obtained at the Canplats Meeting by the Canplats Securityholders in accordance with the provisions of the BCBCA, the Interim Order and the requirements of any applicable regulatory authority;
- (c) the Court shall have determined that the terms and conditions of the Arrangement are procedurally and substantively fair to the Canplats Securityholders and the Final Order shall have been granted in form and substance satisfactory to the parties hereto, acting reasonably, and shall not have been

set aside or modified in a manner unacceptable to the parties hereto, acting reasonably, on appeal or otherwise;

- (d) there shall not be in force any Law, 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 makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the consummation of the Arrangement in accordance with the terms hereof or results or could reasonably be expected to result in a judgment, order, decree or assessment of damages, directly or indirectly, relating to the Arrangement that has, or could reasonably be expected to have, a Material Adverse Effect on Canplats or Goldcorp;
- (e) (A) the TSX shall have conditionally approved the listing thereon and the NYSE shall have authorized the listing thereon, subject to official notice of issuance, of the Goldcorp Common Shares to be issued pursuant to the Arrangement as of the Effective Date and (B) the TSX-V shall have, if required, accepted notice for filing of all transactions of Canplats contemplated herein or necessary to complete the Arrangement, subject only to compliance with the usual requirements of the TSX-V;
- (f) (A) 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 (B) all third person and other consents, waivers, permits, exemptions, orders, approvals, agreements and amendments and modifications to agreements, indentures or arrangements (other than as contemplated in the Canplats Disclosure Letter), 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 Canplats or Goldcorp or materially impede the completion of the Arrangement, shall have been obtained or received on terms that are reasonably satisfactory to each party hereto; and
- (g) this Agreement shall not have been terminated pursuant to Article 7 hereof.

The foregoing conditions are for the mutual benefit of the parties hereto and may be waived by mutual consent of Goldcorp and Canplats in writing at any time. 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 5.04 hereof, any party hereto may terminate this Agreement by written notice to the others of them in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such rescinding party hereto.

5.02 Canplats Conditions

The obligation of Canplats 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:

- (a) the representations and warranties made by Goldcorp in this Agreement that are qualified by the expression “Material Adverse Change” or “Material Adverse Effect” shall be true and correct 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 Goldcorp in this 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 Goldcorp, and Goldcorp shall have provided to Canplats 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 Goldcorp 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 provided for or stated to be exceptions under this Agreement;

- (b) Goldcorp shall have complied in all material respects with its covenants herein and Goldcorp shall have provided to Canplats a certificate of two officers thereof, certifying that, as of the Effective Date, Goldcorp has so complied with its covenants herein;
- (c) the directors of Goldcorp and Subco shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Goldcorp and Subco to permit the consummation of the Arrangement; and
- (d) from the date that the Canplats Securityholder Approval is obtained until the Effective Date, there shall not have occurred, and Goldcorp shall not have incurred or suffered, any one or more facts, circumstances, changes, effects, events or occurrences that, either individually, or in the aggregate have, or could reasonably be expected to have, a Material Adverse Effect on Goldcorp.

The foregoing conditions are for the benefit of Canplats and may be waived, in whole or in part, by Canplats in writing at any time. If any of such conditions shall not be complied with or waived by Canplats on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 5.04 hereof, Canplats may terminate this Agreement by written notice to Goldcorp in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Canplats.

5.03 Goldcorp Conditions

The obligation of Goldcorp 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:

- (a) the representations and warranties made by Canplats in this Agreement that are qualified by the expression “Material Adverse Change” or “Material Adverse Effect” shall be true and correct 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 Canplats in this 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 Canplats, and Canplats shall have provided to Goldcorp 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 Canplats 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 Canplats Disclosure Letter, or provided for or stated to be exceptions under this Agreement;
- (b) from the date of this Agreement until the Effective Date, there shall not have occurred, and neither Canplats nor a Canplats Subsidiary shall have incurred or suffered, any one or more facts, circumstances, changes, effects, events or occurrences that, either individually, or in the aggregate have, or could reasonably be expected to have, a Material Adverse Effect on Canplats;
- (c) Canplats shall have complied in all material respects with its covenants herein and Canplats shall have provided to Goldcorp a certificate of two officers thereof certifying that, as of the Effective Date, Canplats has so complied with its covenants herein;

- (d) Canplats Shareholders holding no more than 5% of the outstanding Canplats Common Shares shall have exercised their Dissent Rights (and not withdrawn such exercise) and Goldcorp shall have received a certificate dated the day immediately preceding the Effective Date of two officers of Canplats to such effect;
- (e) each of the Locked-Up Shareholders shall have entered into the Lock-Up Agreement (in form and substance satisfactory to Goldcorp) with Goldcorp on the date hereof and none of the Locked-Up Shareholders shall have breached, in any material respect, any of the representations, warranties and covenants thereof; and
- (f) the directors of Canplats and the Canplats Subsidiaries shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Canplats and the Canplats Subsidiaries to permit the consummation of the Arrangement.

The foregoing conditions are for the benefit of Goldcorp and may be waived, in whole or in part, by Goldcorp in writing at any time. If any of such conditions shall not be complied with or waived by Goldcorp on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 5.04 hereof, Goldcorp may terminate this Agreement by written notice to Canplats in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Goldcorp.

5.04 Notice and Cure Provisions

Each party hereto shall give prompt notice to the others of them of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would, would be likely to or could:

- (a) cause any of the representations or warranties of such party hereto contained herein to be untrue or inaccurate in any respect on the date hereof or on the Effective Date;
- (b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by such party hereto prior to the Effective Date; or
- (c) result in the failure to satisfy any of the conditions precedent in favour of the other parties hereto contained in Sections 5.01, 5.02 or 5.03 hereof, as the case may be.

Subject as herein provided, a party hereto may (a) elect not to complete the transactions contemplated hereby by virtue of the conditions for its benefit contained in Sections 5.01, 5.02 or 5.03 hereof not being satisfied or waived or (b) exercise any termination right arising therefrom; provided, however, that (i) promptly and in any event prior to the Effective Date, the party hereto intending to rely thereon has delivered a written notice to the other parties hereto specifying in reasonable detail the breaches of covenants or untruthfulness or inaccuracy of representations and warranties or other matters that the party hereto delivering such notice is asserting as the basis for the exercise of the termination right, as the case may be, and (ii) if any such notice is delivered, and a party hereto is proceeding diligently, at its own expense, to cure such matter, if such matter is susceptible to being cured, the party hereto that has delivered such notice may not terminate this Agreement until the earlier of the Completion Deadline and the expiration of a period of 21 days from date of delivery of such notice. If such notice has been delivered prior to the date of the Canplats Meeting, the Canplats Meeting shall be adjourned or postponed until the expiry of such period.

5.05 Merger of Conditions

The conditions set out in Sections 5.01, 5.02 or 5.03 hereof shall be conclusively deemed to have been satisfied, fulfilled or waived as of the Effective Time.

ARTICLE 6
NON-SOLICITATION AND BREAK-UP FEE

6.01 Covenant Regarding Non-Solicitation

- (a) On and after the date of this Agreement, except as otherwise expressly permitted herein, Canplats shall not, directly or indirectly, through any officer, director, employee, representative, advisor or agent of Canplats or any Canplats Subsidiary, or otherwise:
- (i) make, solicit, initiate, facilitate, entertain, encourage or promote (including by way of furnishing information, permitting any visit to facilities or properties of Canplats or any Canplats Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiries or proposals regarding, constituting or that may reasonably be expected to lead to an Acquisition Proposal or potential Acquisition Proposal;
 - (ii) participate, directly or indirectly, in any discussions or negotiations regarding, or furnish to any Person any information or otherwise co-operate with, respond to, assist or participate in, any Acquisition Proposal or potential Acquisition Proposal;
 - (iii) remain neutral with respect to, or agree to, approve or recommend, or propose publicly to agree to, approve or recommend any Acquisition Proposal or potential Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal until five Business Days following formal commencement of such Acquisition Proposal shall not be considered a violation of this paragraph 6.01(a)(iii));
 - (iv) make, or propose publicly to make a Change in Canplats Recommendation;
 - (v) accept, enter into, or propose publicly to accept or enter into, any agreement, understanding or arrangement related to any Acquisition Proposal or potential Acquisition Proposal; or
 - (vi) make any public announcement or take any other action inconsistent with, or that could reasonably be likely to be regarded as detracting from, the recommendation of the directors of Canplats to approve the transactions contemplated herein,

provided, however, that, notwithstanding the preceding part of this subsection 6.01(a), but subject to the following provisions of Article 6 of this Agreement, the directors of Canplats and on the direction of any of the directors of Canplats, any officer, employee, representative, agent or advisor of Canplats may, prior to the approval of the Arrangement by Canplats Shareholders, consider or negotiate any unsolicited Acquisition Proposal that may constitute a Superior Proposal (which for greater certainty may include an Acquisition Proposal that is subject to a due diligence condition), and the directors of Canplats may make a Change in Canplats Recommendation in respect of a Superior Proposal, or approve or recommend to the Canplats Shareholders or enter into an agreement in respect of a Superior Proposal in accordance with the provisions of the following subsections of this Article 6 but in each case only if the Acquisition Proposal did not result from a breach of Section 6.01 of this Agreement by Canplats and if the directors of Canplats determine in good faith after consulting with outside counsel (which may include written opinions or advice) that failure to take such action would be inconsistent with the fiduciary duties of such directors under applicable Law.

- (b) Canplats shall, and shall cause the officers, directors, employees, consultants, representatives and agents of Canplats and its Subsidiaries to, immediately terminate and cease any discussions or negotiations on behalf of Canplats with any parties (other than Goldcorp) with respect to any proposal that constitutes, or may reasonably be expected to constitute, an Acquisition Proposal. Canplats agrees not to release any third party from any confidentiality agreement relating to a

potential Acquisition Proposal to which such third party is a party. Canplats further agrees not to release any third party from any standstill agreement or provision to which such third party is a party and to take all required action to enforce such standstill agreements. Canplats shall forthwith request the return or destruction of all information provided to any third party that, at any time since December 31, 2008, has entered into a confidentiality agreement with Canplats to the extent that such information has not previously been returned or destroyed, and shall use all commercially reasonable efforts to ensure that such requests are honoured.

- (c) Promptly and, in any event, within 24 hours of the receipt by any director or officer of Canplats of any Acquisition Proposal, or any amendment to an Acquisition Proposal, or any request for non-public information relating to Canplats or a Canplats Subsidiary in connection with any potential Acquisition Proposal or for access to the properties, books or records of Canplats or a Canplats Subsidiary by any Person that informs Canplats or a Canplats Subsidiary that it is considering making, or has made, an Acquisition Proposal, Canplats shall notify Goldcorp thereof, at first orally and then, as soon as possible thereafter, in writing. Such written notice shall include the identity of the person(s) making such proposal, all material terms and conditions of the Acquisition Proposal, copies of all draft agreements and, to the extent available to Canplats, copies of all lock up and similar agreements and provide such other details of the Acquisition Proposal, inquiry or contact as Goldcorp may reasonably request.
- (d) If Canplats receives a request for material non-public information from a Person who is considering making or has made a written Acquisition Proposal (the existence and content of which have been disclosed to Goldcorp), and the directors of Canplats determine that such proposal could, if consummated in accordance with its terms, reasonably be expected to result in a Superior Proposal or does constitute a Superior Proposal then, provided that Canplats has complied with subsection 6.01(c) hereof, and only in such case, the directors of Canplats may, subject to the execution of a confidentiality agreement on terms that are not more favourable to the Person making or considering making the Acquisition Proposal than those set forth in the Confidentiality Agreement and which includes a standstill provision that restricts such Person from acquiring, or publicly announcing an intention to acquire, any securities or assets of Canplats or a Canplats Subsidiary (other than pursuant to a Superior Proposal) for a period not less than one year from the date of such agreement, provide such Person with access to information regarding Canplats; provided, however, that Canplats sends a copy of any such confidentiality agreement to Goldcorp immediately upon the execution thereof and Goldcorp is provided with a list of or a copy of the information, if any, provided to such Person that was not previously provided to Goldcorp and Goldcorp is immediately provided with access to similar information.
- (e) Canplats shall ensure that its officers, directors, consultants and employees and any financial advisors or other advisors or representatives retained by Canplats are aware of the provisions of this Section 6.01, and Canplats shall be responsible for any breach of this Section 6.01 by its financial advisors or other advisors or representatives.

6.02 Notice of Superior Proposal Determination

- (a) Canplats and the directors of Canplats shall not make a Change of Canplats Recommendation or accept, approve, recommend or enter into any agreement in respect of an Acquisition Proposal (other than a confidentiality agreement and a standstill agreement contemplated by subsection 6.01(d) hereof) unless (i) Canplats has complied with its obligations under Section 6.01 and the other provisions of this Article 6, (ii) it has provided Goldcorp with the information about such Acquisition Proposal as required under subsection 6.01(c) hereof; (iii) the directors of Canplats have determined the Acquisition Proposal would be a Superior Proposal pursuant to subsection 6.01(a) hereof, and (iv) five Business Days shall have elapsed from the later of the date Goldcorp received notice of the determination of the directors of Canplats to accept, approve, recommend or enter into an agreement in respect of such Superior Proposal and the date Goldcorp received the documents pursuant to subsection 6.01(c) hereof.

- (b) During the five Business Days referred to in subsection 6.02(a) hereof, Goldcorp shall have the opportunity, but not the obligation, to offer in writing to amend the terms of this Agreement and the Arrangement. The directors of Canplats shall review any offer by Goldcorp to amend the terms of this Agreement and the Arrangement in order to determine in good faith, as of the later of the dates referred to in item (iv) of subsection 6.02(a) hereof, whether the offer of Goldcorp upon acceptance by Canplats would result in the Acquisition Proposal not being a Superior Proposal. If the directors of Canplats so determine, Canplats shall enter into an amended agreement with Goldcorp reflecting the amended proposal of Goldcorp and will promptly reaffirm its recommendation of the Arrangement as amended. If the board of directors of Canplats determines that the Acquisition Proposal continues to be a Superior Proposal, Canplats may approve and its board of directors may recommend that the Canplats Shareholders accept such Superior Proposal and may terminate this Agreement in order to enter into and support a Superior Proposal in accordance with Sections 6.02, 6.03 and 7.02 hereof.
- (c) Canplats acknowledges and agrees that each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for purposes of the requirement under item (iv) of subsection 6.02(a) hereof and shall initiate an additional five Business Day period.
- (d) If the Proxy Circular has been sent to Canplats Shareholders prior to the expiry of the five Business Day period set forth in subsection 6.02(a) hereof and, during such period, Goldcorp requests in writing that the Canplats Meeting proceed, unless otherwise ordered by the Court, Canplats shall continue to take all reasonable steps necessary to hold the Canplats Meeting and to cause the Canplats Resolution to be voted on at the Canplats Meeting.
- (e) Where at any time before the Canplats Meeting, Canplats has provided Goldcorp with a notice under subsection 6.01(c) hereof, an Acquisition Proposal has been publicly disclosed or announced, and the five Business Day period under subsection 6.02(a) hereof has not elapsed, then, subject to applicable Laws, at Goldcorp's request, Canplats will postpone or adjourn the Canplats Meeting at the Canplats Meeting (but not beforehand without Goldcorp's consent) to a date acceptable to Goldcorp, acting reasonably, which shall not be later than ten (10) days after the scheduled date of the Canplats Meeting and shall, in the event that Goldcorp and Canplats amend the terms of this Agreement pursuant to subsection 6.02(b) hereof, ensure that the details of such amended Agreement are communicated to the Canplats Shareholders prior to the resumption of the adjourned Canplats Meeting.

6.03 Termination Fee Event

In the event that (each of the events below being a **"Triggering Event"**):

- (a) this Agreement is terminated by Goldcorp pursuant to subsection 7.02(c) or (f) hereof, except where (A) Goldcorp has terminated this Agreement due to a Change in Canplats Recommendation; and (B) the sole basis for the Change in Canplats Recommendation was the determination by the board of directors of Canplats that a Material Adverse Change has occurred in Goldcorp and, for that reason and on the basis of advice from outside legal counsel, the board of directors of Canplats determined that it would be inconsistent with its fiduciary obligations to continue to recommend to the Canplats Shareholders that they vote in favour of the Arrangement;
- (b) this Agreement is terminated by Goldcorp pursuant to subsection 7.02(b) hereof due to Canplats having breached its obligations under Section 6.01 or 6.02 hereof in a material respect;
- (c) this Agreement is terminated by Goldcorp pursuant to subsection 7.02(b) hereof through the fault (whether by commission or omission) of Canplats failing to submit the Arrangement for approval to the Canplats Shareholders, in accordance with the terms of this Agreement, on or prior to the date that is five Business Days prior to the Completion Deadline or Canplats has breached its obligations under paragraph 4.01(b)(iii) hereof, in each case provided that the Canplats Meeting

has not been adjourned or postponed at the request of Goldcorp pursuant to subsection 6.02(e) hereof;

- (d) an Acquisition Proposal shall have been made to Canplats and made known to Canplats Shareholders generally or shall have been made directly to Canplats Shareholders generally or any Person shall have publicly announced an intention to make an Acquisition Proposal in respect of Canplats (a “**Pending Canplats Acquisition Proposal**”) and such Pending Canplats Acquisition Proposal or announced intention shall not have been publicly withdrawn prior to the Canplats Meeting and, thereafter, the Canplats Shareholders do not approve the Arrangement at the Canplats Meeting, this Agreement is terminated by either Goldcorp or Canplats pursuant to subsection 7.02(d) or (e) hereof and Canplats completes an Acquisition Proposal within twelve months following the termination of this Agreement;
- (e) the board of directors of Canplats shall have made a Change of Canplats Recommendation (except where the Change of Canplats Recommendation has been made on the basis of a Material Adverse Change in Goldcorp and in conformity with subsection 6.03(a) hereof) and, thereafter, the Canplats Securityholders do not approve the Arrangement at the Canplats Meeting and this Agreement is terminated by either Canplats or Goldcorp pursuant to subsection 7.03(d) hereof; or
- (f) this Agreement is terminated by Canplats pursuant to subsection 7.02(g) hereof,

then Canplats shall pay to Goldcorp in the circumstances set forth in subsections 6.03(a), (b), (c) or (e) above, at the time of the termination of this Agreement and, in the circumstances set forth in subsection 6.03(d) above, within five days following the completion of such Acquisition Proposal, as consideration for Goldcorp’s disposition of rights under this Agreement, an amount in cash equal to \$7.2 million (the “**Canplats Termination Payment**”), in immediately available funds. Canplats shall not be obligated to make more than one payment pursuant to this Section 6.03. Canplats and Goldcorp hereby acknowledge that the Canplats Termination Payment is a payment of liquidated damages which are a genuine pre-estimate of the damages which Goldcorp will suffer or incur as a result of the event giving rise to such damages and the resultant non-completion of the Arrangement and are not penalties. Canplats hereby irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. Upon receipt of payment of the Canplats Termination Payment by Goldcorp, Goldcorp shall have no further claim against Canplats in respect of the failure to complete the Arrangement, provided that nothing herein shall preclude Goldcorp from seeking injunctive relief to restrain any breach or threatened breach by Canplats of any of its obligations hereunder or otherwise to obtain specific performance without the necessity of posting bond or security in connection therewith.

ARTICLE 7 AMENDMENT AND TERMINATION

7.01 Amendment

This Agreement may, at any time and from time to time before or after the holding of the Canplats Meeting be amended by mutual written agreement of the parties hereto without, subject to applicable Law, further notice to or authorization on the part of the Canplats Shareholders and any such amendment may, without limitation:

- (a) change the time for the performance of any of the obligations or acts of either of the parties hereto;
- (b) waive any inaccuracies in 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 the performance of any of the obligations of any of the parties hereto; and

- (d) waive compliance with or modify any condition herein contained;

provided, however, that notwithstanding the foregoing, following the Canplats Meeting, the Exchange Ratio, the terms of the transfer of assets to Newco or the distribution of Newco Shares to Canplats Shareholders shall not be amended without the approval of the Canplats Shareholders given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court. This Agreement and the Plan of Arrangement may be amended in accordance with the Final Order, but in the event that the terms of the Final Order require any such amendment, the rights of the parties hereto under Sections 5.01, 5.02, 5.03, 6.03 and Article 7 hereof shall remain unaffected.

7.02 Termination

This Agreement may be terminated at any time prior to the Effective Date:

- (a) by the mutual written consent, duly authorized by the Board of Directors of each of the parties hereto;
- (b) if any of the conditions in Sections 5.01, 5.02 or 5.03 hereof for the benefit of the terminating party is not satisfied or waived in accordance with those sections;
- (c) by Goldcorp if an Acquisition Proposal in respect of Canplats has been made or proposed and the directors of Canplats: (i) shall have made a Change in Canplats Recommendation, or (ii) except as permitted under paragraph 6.01(a)(iii) hereof, shall have failed, after being requested by Goldcorp in writing, to reaffirm its approval or recommendation of the Arrangement and the transactions contemplated herein as promptly as possible (but in any event within five Business Days) after receipt of such written request from Goldcorp, or (iii) shall have accepted, approved, recommended or entered into an agreement (other than a confidentiality agreement that complies with subsection 6.01(d) hereof) in respect of any Acquisition Proposal;
- (d) by Goldcorp or by Canplats if the Canplats Securityholder Approval shall not have been obtained at the Canplats Meeting;
- (e) by either Goldcorp or Canplats if the Arrangement shall not have been completed by the Completion Deadline provided however, if the Arrangement has not been completed by such date because the Canplats Meeting has not been held due to the fault of Canplats (the parties acknowledging that Canplats is not at fault in the event that the Canplats Meeting has not been held due to an order of a Governmental Entity or a request by Goldcorp to postpone or adjourn the Canplats Meeting under subsection 6.02(e) hereof), then Canplats shall not be entitled to terminate this Agreement;
- (f) by Goldcorp if the directors of Canplats shall have made a Change in Canplats Recommendation;
or
- (g) by Canplats if Canplats proposes to enter into a definitive agreement with respect to a Superior Proposal in compliance with Sections 6.01 and 6.02 hereof, provided that Canplats has paid the Canplats Termination Payment to Goldcorp;

provided that any termination by a party hereto in accordance with paragraphs (b) to (g) above shall be made by such party delivering written notice thereof to the other party or parties hereto prior to the Effective Date and specifying therein in reasonable detail the matter or matters giving rise to such termination right. In the event of any such termination, the provisions of subsection 6.02(d) and Sections 6.03, 8.03 and 8.10 shall survive the termination hereof and remain in full force and effect. In all other respects, each party hereto shall be deemed to have released, remised and forever discharged the other parties hereto in respect of any and all claims arising in respect of this Agreement, except as otherwise provided herein.

**ARTICLE 8
GENERAL**

8.01 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a party hereto shall be in writing and shall be delivered by hand to the party hereto to which the notice is to be given at the following address or sent by facsimile to the following numbers or to such other address or facsimile number as shall be specified by a party hereto 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 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 4:00 p.m. (Toronto 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 Canplats:

Canplats Resources Corporation
1510, 999 West Hastings Street
Vancouver, British Columbia
V6C 2W2

Attention: Chairman and Chief Executive Officer
Facsimile: (604) 683-8350

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

Lawson Lundell LLP
1600 – 925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Attention: Jerrold W. Schramm
Facsimile: (604) 669-1620

(b) if to Goldcorp:

Goldcorp Inc.
Suite 3400-666 Burrard Street
Vancouver, British Columbia
V6C 2X8

Attention: President and Chief Executive Officer
Facsimile: (604) 696-3001

and to:

Goldcorp Inc.
Suite 3400-666 Burrard Street
Vancouver, British Columbia
V6C 2X8

Attention: Vice President, General Counsel
Facsimile: (604) 696-3001

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

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3C2

Attention: Paul M. Stein
Facsimile: (416) 350-6949

8.02 Remedies

The parties hereto acknowledge and agree that an award of money damages may be inadequate for any breach of this Agreement by any party hereto or its representatives and advisors and that such breach may cause the non-breaching party hereto irreparable harm. Accordingly, the parties hereto agree that, in the event of any such breach or threatened breach of this Agreement by one of the parties hereto, Canplats (if Goldcorp is the breaching party) or Goldcorp (if Canplats is the breaching 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 6.03 hereof, such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available hereunder or at law or in equity to each of the parties hereto.

8.03 Expenses

The parties hereto agree that all out-of-pocket expenses incurred in connection with this Agreement and the transactions contemplated hereby, the Canplats Meeting, and the preparation and mailing of the Proxy Circular, including legal and accounting fees, printing costs, financial advisor fees and all disbursements by advisors, shall be paid by the party hereto incurring such expense and that nothing in this Agreement shall be construed so as to prevent the payment of such expenses. The provisions of this Section 8.03 shall survive the termination of this Agreement.

8.04 Time of the Essence

Time shall be of the essence in this Agreement.

8.05 Entire Agreement

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

8.06 Further Assurances

Each party hereto 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.

8.07 Governing Law

This 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.

8.08 Execution in Counterparts

This 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 Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement, and any party delivering an executed counterpart of the signature page to this Agreement by facsimile to any other party shall thereafter also promptly deliver a manually executed original counterpart of this 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 Agreement.

8.09 Waiver

No waiver or release by any party hereto 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 7.01 hereof.

8.10 No Personal Liability

- (a) No director or officer of Canplats shall have any personal liability whatsoever (other than in the case of fraud, negligence or willful misconduct) to Goldcorp under this Agreement or any other document delivered in connection with this Agreement or the Arrangement by or on behalf of Canplats.
- (b) No director or officer of Goldcorp shall have any personal liability whatsoever (other than in the case of fraud, negligence or willful misconduct) to Canplats under this Agreement or any other document delivered in connection with this Agreement or the Arrangement by or on behalf of Goldcorp.

8.11 Enurement and Assignment

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

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

GOLDCORP INC.

Per: (Signed) *"Timo Jauristo"*

Name: Timo Jauristo

Title: Vice President, Corporate Development

0756808 B.C. LTD.

Per: (Signed) *"Lindsay Hall"*

Name: Lindsay Hall

Title: President

CANPLATS RESOURCES CORPORATION

Per: (Signed) *"R. E. Gordon Davis"*

Name: R.E. Gordon Davis

Title: Chairman and Chief Executive Officer

0866039 B.C. LTD.

Per: (Signed) *"R. E. Gordon Davis"*

Name: R. E. Gordon Davis

Title: Director

**SCHEDULE A
TO THE BUSINESS COMBINATION AGREEMENT**

PLAN OF ARRANGEMENT

Please see attached.

**SCHEDULE A
TO THE BUSINESS COMBINATION AGREEMENT**

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

**ARTICLE ONE
DEFINITIONS AND INTERPRETATION**

Section 1.01 *Definitions*

In this Plan of Arrangement, 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) **“Amalco”** shall have the meaning ascribed to such term in subsection 3.01(l) hereof ;
- (b) **“Arrangement”** means the arrangement under section 288 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 7.01 of the Business Combination Agreement or this Plan of Arrangement at the direction of the Court;
- (c) **“Arrangement Resolution”** means, collectively, the special resolution of the Canplats Securityholders approving the Arrangement to be considered at the Canplats Meeting and such resolution of the Canplats Shareholders approving the Arrangement to be considered at the Canplats Meeting as may be required by the TSX Venture Exchange;
- (d) **“BCBCA”** means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as promulgated or amended from time to time;
- (e) **“Business Combination Agreement”** means the business combination agreement dated as of November 16, 2009 among Goldcorp, Canplats, Subco and Newco, together with the Canplats Disclosure Letter delivered in connection with the Business Combination Agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;
- (f) **“Business Day”** means any day other than a Saturday, a Sunday or a statutory or civic holiday in Toronto, Ontario or Vancouver, British Columbia;
- (g) **“Canadian Resident”** means a beneficial owner of Canplats Common Shares immediately prior to the Effective Time who is a resident of Canada for purposes of the Tax Act (other than a Tax Exempt Person), or a partnership any member of

which is a resident of Canada for the purposes of the Tax Act (other than a Tax Exempt Person);

- (h) **“Canplats”** means Canplats Resources Corporation, a company existing under the BCBCA;
- (i) **“Canplats Common Shares”** means the issued and outstanding common shares of Canplats;
- (j) **“Canplats Exploration Properties”** means the interests of Canplats and/or Canplats de Mexico, S.A. de C.V. in the Rodeo, Yerbabuena and El Rincon Properties located in Durango, Mexico, and in the Mecatona, Maijoma and El Alamo Properties located in Chihuahua, Mexico;
- (k) **“Canplats Meeting”** means the special meeting of the Canplats Securityholders, including any adjournment or postponement thereof, to be held in accordance with the Interim Order to consider the Arrangement Resolution;
- (l) **“Canplats Optionholders”** means holders of Canplats Options;
- (m) **“Canplats Options”** means options to purchase Canplats Common Shares issued pursuant to the Canplats Option Plans;
- (n) **“Canplats Option Plans”** means the stock option plan dated November 21, 2003 as approved by the Canplats Shareholders on December 17, 2003 and the stock option plan dated December 10, 2008 as approved by the Canplats Shareholders on January 14, 2009;
- (o) **“Canplats Rights Plan”** means the shareholder rights plan of Canplats created pursuant to the shareholder rights plan agreement dated as of December 15, 2008, between Canplats and Computershare Investor Services Inc. as it may be amended with the consent of Goldcorp;
- (p) **“Canplats Securityholders”** means, collectively, the Canplats Shareholders, the Canplats Optionholders and the Canplats Warrantholders;
- (q) **“Canplats Shareholders”** means the holders of Canplats Common Shares;
- (r) **“Canplats Share Value”** means the volume weighted average closing price of the Canplats Common Shares on the TSX Venture Exchange for each of the five trading days immediately preceding the day prior to the Effective Date;
- (s) **“Canplats Warrantholders”** means the holders of Canplats Warrants;
- (t) **“Canplats Warrants”** means warrants and compensation options to purchase Canplats Common Shares as described in the Canplats Disclosure Letter delivered in connection with the Business Combination Agreement;

- (u) “**Court**” means the Supreme Court of British Columbia;
- (v) “**CRA**” means the Canada Revenue Agency;
- (w) “**Depositary**” means any trust company, bank or financial institution agreed to in writing between Goldcorp and Canplats for the purpose of, among other things, exchanging certificates representing Canplats Common Shares for Goldcorp Shares and Newco Shares in connection with the Arrangement;
- (x) “**Dissent Rights**” shall have the meaning ascribed to such term in Article 4.01 hereof;
- (y) “**Dissenting Shareholder**” means a registered holder of Canplats Common Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Rights and who is ultimately entitled to be paid fair value for their Canplats Common Shares;
- (z) “**Dissenting Waranholder**” means a registered holder of Canplats Warrants who dissents in respect of the Arrangement in strict compliance with the Dissent Rights and who is ultimately entitled to be paid fair value for their Canplats Warrants;
- (aa) “**Effective Date**” means the date agreed to by Goldcorp and Canplats in writing as the effective date of the Arrangement, after all of the conditions precedent to the completion of the Arrangement as set out in the Business Combination Agreement and the Final Order have been satisfied or waived;
- (bb) “**Effective Time**” means 12:01 a.m. (Vancouver time) on the Effective Date;
- (cc) “**Eligible Holder**” means: (i) a Canadian Resident, or (ii) an Eligible Non-Resident;
- (dd) “**Eligible Non-Resident**” means a beneficial owner of Canplats Common Shares immediately prior to the Effective Time who is not, and is not deemed to be, a resident of Canada for the purposes of the Tax Act and whose Canplats Common Shares are “taxable Canadian property” and not “treaty-protected property”, in each case as defined in the Tax Act;
- (ee) “**Final Order**” means the final order of the Court pursuant to Section 291 of the BCBCA, after a hearing on the fairness of the terms and conditions of the Arrangement, approving the Arrangement as such order may be amended by the Court 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;
- (ff) “**Former Canplats Securityholders**” means the holders of Canplats Common Shares, Canplats Warrants and Canplats Options immediately prior to the Effective Time;

- (gg) “**Former Canplats Shareholders**” means the holders of Canplats Common Shares immediately prior to the Effective Time;
- (hh) “**Goldcorp**” means Goldcorp Inc., a corporation incorporated under the *Business Corporations Act* (Ontario);
- (ii) “**Goldcorp Share Exchange Ratio**” has the meaning ascribed to such term in subsection 3.01(h);
- (jj) “**Goldcorp Shares**” means common shares in the capital of Goldcorp;
- (kk) “**Interim Order**” means the interim order of the Court, providing for, among other things, the calling and holding of the Canplats Meeting, as the same may be amended by the Court;
- (ll) “**Newco**” means 0866039 B.C. Ltd., a newly-formed, wholly-owned subsidiary of Canplats;
- (mm) “**Newco Share Exchange Ratio**” shall have the meaning ascribed to such term in subsection 3.01(h) hereof;
- (nn) “**Newco Shares**” means common shares in the capital of Newco;
- (oo) “**Option Consideration**” means the number of Canplats Common Shares obtained by dividing: (i) the amount, if any, by which: (A) the product obtained by multiplying the number of Canplats Common Shares underlying such Canplats Option by the Canplats Share Value; exceeds (B) the exercise price payable under such Canplats Option to acquire Canplats Common Shares; by (ii) the Canplats Share Value;
- (pp) “**Plan of Arrangement**” means this plan of arrangement and any amendments or variations hereto made in accordance with Section 7.01 of the Business Combination Agreement or this plan of arrangement or made at the direction of the Court;
- (qq) “**Section 85 Election**” shall have the meaning ascribed thereto in subsection 3.02(c) hereof ;
- (rr) “**Subco**” means 0756808 B.C. Ltd., a wholly-owned subsidiary of Goldcorp;
- (ss) “**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;
- (tt) “**Tax Exempt Person**” means a person who is exempt from tax under Part I of the Tax Act;
- (uu) “**U.S. Tax Code**” means the United States *Internal Revenue Code of 1986*, as amended; and

- (vv) **“Warrant Consideration”** means the number of Canplats Common Shares obtained by dividing: (i) the amount, if any, by which: (A) the product obtained by multiplying the number of Canplats Common Shares underlying such Canplats Warrant by the Canplats Share Value; exceeds (B) the exercise price payable under such Canplats Warrant to acquire Canplats Common Shares; by (ii) the Canplats Share Value.

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

Section 1.02 *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 1.03 *Number, Gender and Persons*

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular 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 words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

Section 1.04 *Date for any Action*

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

Section 1.05 *Statutory References*

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

Section 1.06 *Currency*

Unless otherwise stated, all references herein to amounts of money are expressed in lawful money of Canada.

Section 1.07 *Governing Law*

This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein.

**ARTICLE TWO
BINDING EFFECT**

Section 2.01 *Binding Effect*

As of and from the Effective Time, this Plan of Arrangement shall be binding upon:

- (a) Goldcorp;
- (b) Canplats;
- (c) Subco;
- (d) Newco;
- (e) the holders of outstanding rights issued pursuant to the Canplats Rights Plan;
- (f) the Dissenting Shareholders;
- (g) the Dissenting Warrantheolders;
- (h) the Canplats Shareholders;
- (i) the Canplats Optionholders; and
- (j) the Canplats Warrantheolders.

**ARTICLE THREE
ARRANGEMENT**

Section 3.01 *Arrangement*

At the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order without any further act or formality:

- (a) the Canplats Rights Plan shall be terminated (and all rights issued thereunder shall expire) and shall be of no further force or effect;
- (b) each Canplats Warrant held by a Dissenting Warrantholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Goldcorp and Goldcorp shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 4 hereof, and the name of such holder shall be removed from the register of holders of Canplats Warrants as a holder of Canplats Warrants and Goldcorp shall be recorded as the registered holder of the Canplats Warrants so transferred and shall be deemed to be the legal owner of such Canplats Warrants;
- (c) notwithstanding any vesting or exercise provisions to which a Canplats Option might otherwise be subject (whether by contract, the conditions of a grant, applicable law or the terms of the Canplats Option Plans):
 - (i) each Canplats Option issued and outstanding at the time referred to in this subsection 3.01(b) will, without any further action by or on behalf of any holder of such Canplats Option, be deemed to be fully vested and transferred by the holder thereof to Canplats (free and clear of all liens, claims and encumbrances) and cancelled in exchange for the Option Consideration, less any amounts withheld pursuant to Section 5.04;
 - (ii) with respect to each Canplats Option, the holder thereof will cease to be the holder of such Canplats Option, will cease to have any rights as a holder in respect of such Canplats Option or under the Canplats Option Plans, such holder's name will be removed from the register of Canplats Options, and all option agreements, grants and similar instruments relating thereto will be cancelled; and
 - (iii) the Canplats Option Plans will be terminated;
- (d) contemporaneously with the steps contemplated in subsection 3.01(c), notwithstanding any exercise provisions to which a Canplats Warrant might otherwise be subject (whether by contract, the conditions of a grant, or applicable law):
 - (i) each Canplats Warrant issued and outstanding at the time referred to in this subsection 3.01(d) will, without any further action by or on behalf of any holder of such Canplats Warrant, be transferred by the holder thereof to Canplats (free and clear of all liens, claims and encumbrances) and cancelled in exchange for the Warrant Consideration, less any amounts withheld pursuant to Section 5.04; and
 - (ii) with respect to each Canplats Warrant, the holder thereof will cease to be the holder of such Canplats Warrant, will cease to have any rights as a holder in respect of such Canplats Warrant, such holder's name will be

removed from the register of Canplats Warrants, and all agreements, grants and similar instruments relating thereto will be cancelled.

- (e) Goldcorp will purchase, and Canplats will transfer, all of the outstanding Newco Shares to Goldcorp in consideration of the payment of \$1,000,000;
- (f) Goldcorp will subscribe for, and Newco shall issue to Goldcorp, a total number of Newco Shares equal to the number of Newco Shares necessary in order to ensure that the total number of Newco Shares outstanding immediately following completion of such issuance is equal to the total number of Canplats Common Shares outstanding immediately following the completion of the steps in subsections 3.01(c) and (d), for total cash consideration of \$10,000,000;
- (g) each Canplats Common Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Goldcorp and Goldcorp shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 4 hereof, and the name of such holder shall be removed from the central securities register of Canplats as a holder of Canplats Common Shares and Goldcorp shall be recorded as the registered holder of the Canplats Common Shares so transferred and shall be deemed to be the legal owner of such Canplats Common Shares;
- (h) each issued Canplats Common Share held by a Former Canplats Securityholder (other than Goldcorp or any subsidiary of Goldcorp) including, without limitation, the Canplats Common Shares issued in satisfaction of the Option Consideration and the Warrant Consideration shall be transferred to Goldcorp and in consideration therefor Goldcorp shall:
 - (i) issue Goldcorp Shares on the basis of 0.074 of a fully paid and non-assessable Goldcorp Share (the “**Goldcorp Share Exchange Ratio**”) for each Canplats Common Share; and
 - (ii) transfer that number of Newco Shares held by Goldcorp that is equal to the number obtained by dividing: (A) the product obtained by multiplying the number of Newco Shares outstanding following completion of the step described in subsection 3.01(f) hereof by 0.901; by (B) the number of Canplats Common Shares outstanding following completion of the step described in subsection 3.01(g) hereof less the number of Canplats Common Shares held by Goldcorp (the “**Newco Share Exchange Ratio**”) for each Canplats Common Share;

in consideration for the acquisition of each Canplats Common Share, subject to Sections 3.03 and Article 5 hereof. Following completion of this step, Goldcorp will be the holder of all of the issued and outstanding Canplats Common Shares and the central securities register of Canplats will be revised accordingly;

- (i) Canplats will, declare and pay a dividend to Goldcorp in an amount equal to all of its cash and will, by notifying Goldcorp in writing at the time of the dividend, designate such dividend as an “eligible dividend” for the purposes of the Tax Act;
- (j) each Canplats Common Share held by Goldcorp shall be transferred to Subco in consideration of the issue by Subco to Goldcorp of one common share of Subco for each Canplats Common Share so transferred, and the amount added to the stated capital of the Subco common shares will be equal to the value of the Canplats Common Shares so transferred;
- (k) the stated capital in respect of the Canplats Common Shares shall be reduced to \$1.00 without any repayment of capital in respect thereof;
- (l) Canplats and Subco shall merge to form one corporate entity (“**Amalco**”) with the same effect as if they had amalgamated under Section 269 of the BCBCA, except that the legal existence of Canplats shall not cease and Canplats shall survive the merger;
- (m) without limiting the generality of subsection 3.01 (l), the separate legal existence of Subco shall cease without Subco being liquidated or wound up and Canplats and Subco shall continue as one company and the property of Subco shall become the property of Canplats;
- (n) from and after the Effective Date, at the time of the step contemplated in subsection 3.01(l):
 - (i) Amalco will own and hold all property of Canplats and Subco and, without limiting the provisions hereof, all rights of creditors or others will be unimpaired by such amalgamation, and all liabilities and obligations of Canplats and Subco, whether arising by contract or otherwise, may be enforced against Amalco to the same extent as if such obligations had been incurred or contracted by it;
 - (ii) Amalco will continue to be liable for all of the liabilities and obligations of Canplats and Subco;
 - (iii) all rights, contracts, permits and interests of Canplats and Subco will continue as rights, contracts, permits and interests of Amalco as if Canplats and Subco continued and, for greater certainty, the amalgamation will not constitute a transfer or assignment of the rights or obligations of either of Canplats or Subco under any such rights, contracts, permits and interests;
 - (iv) any existing cause of action, claim or liability to prosecution will be unaffected;
 - (v) a civil, criminal or administrative action or proceeding pending by or against either Subco or Canplats may be continued by or against Amalco;

- (vi) a conviction against, or ruling, order or judgment in favour of or against either Canplats or Subco may be enforced by or against Amalco;
 - (vii) Goldcorp shall receive on the amalgamation one Amalco common share in exchange for each Subco common share previously held and all of the issued and outstanding Canplats Common Shares will be cancelled without any repayment of capital in respect thereof;
 - (viii) the name of Amalco shall be “Canplats Resources Corporation”;
 - (ix) Amalco shall be authorized to issue an unlimited number of common shares without par value;
 - (x) the articles and notice of articles of Amalco shall be substantially in the form of Canplats’s articles and notice of articles;
 - (xi) the first annual general meeting of Amalco will be held within 18 months from the Effective Date;
 - (xii) the first directors of Amalco following the amalgamation shall be: • ; and
 - (xiii) the stated capital of the common shares of Amalco will be an amount equal to the paid-up capital, as that term is defined in the Tax Act, attributable to the common shares of Subco immediately prior to the amalgamation; and
- (o) the exchanges and cancellations provided for in this Section 3.01 will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Date.

Section 3.02 *Effective Time Procedures*

- (a) Following the receipt of the Final Order and prior to the Effective Date, Goldcorp shall deliver or arrange to be delivered to the Depository certificates representing the Goldcorp Shares and Newco Shares required to be issued to Former Canplats Securityholders in accordance with the provisions of Section 3.01 hereof, which certificates shall be held by the Depository as agent and nominee for such Former Canplats Securityholders for distribution to such Former Canplats Securityholders in accordance with the provisions of Article 5 hereof.
- (b) Subject to the provisions of Article 5 hereof, and upon return of a properly completed letter of transmittal by a registered Former Canplats Securityholder, together with certificates representing Canplats Common Shares and such other documents as the Depository may require, Former Canplats Securityholders shall be entitled to receive delivery of certificates representing the Goldcorp Shares and the Newco Shares to which they are entitled pursuant to subsection 3.01(h) hereof.

- (c) An Eligible Holder whose Canplats Common Shares are exchanged for Goldcorp Shares and Newco Shares pursuant to the Arrangement shall be entitled to make a joint income tax election, pursuant to Section 85 of the Tax Act (and any analogous provision of provincial income tax law) (a “**Section 85 Election**”) with respect to the exchange. The Eligible Holder will have the option of submitting the necessary information electronically (through a secure website) or manually (by mailing a manually completed worksheet to an appointed representative, as directed by Goldcorp). A special purpose website will be made available to the Eligible Holders to assist with this process. The information to be provided by the Former Canplats Securityholder will include the number of shares transferred, the transferred properties’ cost base, the applicable agreed amounts for the purposes of such election and other information necessary to complete the Section 85 Election. Goldcorp shall, within 60 days after receiving the electronic or manual submission, and subject to such submission being correct and complete and complying with requirements imposed under the Tax Act (or applicable provincial income tax law), sign and return a copy of a completed Section 85 Election to the Former Canplats Securityholder for filing with the CRA (or the applicable provincial tax authority). Neither Canplats, Goldcorp nor any successor corporation shall be responsible for the proper completion of any joint election form nor, except for the obligation to sign and return duly completed joint election forms which are received within 60 days of the Effective Date, for any taxes, interest or penalties resulting from the failure of an Eligible Holder to properly complete or file such joint election forms in the form and manner and within the time prescribed by the Tax Act (or any applicable provincial legislation). In its sole discretion, Goldcorp or any successor corporation may choose to sign and return a joint election form received by it more than 60 days following the Effective Date, but will have no obligation to do so.
- (d) Upon receipt of a letter of transmittal in which an Eligible Holder has indicated that the Eligible Holder intends to make a Section 85 Election, Goldcorp will promptly deliver a tax instruction letter (and a tax instruction letter for the equivalent Quebec election, if applicable), together with the relevant tax election forms (including the Quebec tax election forms, if applicable) to the Eligible Holder.

Section 3.03 *No Fractional Shares*

- (a) No fractional Goldcorp Shares shall be issued to Former Canplats Securityholders. The number of Goldcorp Shares to be issued to Former Canplats Securityholders shall be rounded up to the nearest whole Goldcorp Share in the event that a Former Canplats Securityholder is entitled to a fractional share representing 0.5 or more of a Goldcorp Share and shall be rounded down to the nearest whole Goldcorp Share in the event that a Former Canplats Securityholder is entitled to a fractional share representing less than 0.5 of a Goldcorp Share.

- (b) No fractional Newco Shares shall be transferred to Former Canplats Securityholders. The number of Newco Shares to be transferred to Former Canplats Securityholders shall be rounded up to the nearest whole Newco Share in the event that a Canplats Securityholder is entitled to a fractional share representing 0.5 or more of a Newco Share and shall be rounded down to the nearest whole Newco Share in the event that a Former Canplats Securityholder is entitled to a fractional share representing less than 0.5 of a Newco Share.

ARTICLE FOUR DISSENT RIGHTS

Section 4.01 *Dissent Rights*

Pursuant to the Interim Order, holders of Canplats Common Shares and Canplats Warrants may exercise rights of dissent (“**Dissent Rights**”) under Division 2 of Part 8 of the BCBCA, as modified by this Article 4, the Interim Order and the Final Order, with respect to Canplats Common Shares and Canplats Warrants in connection with the Arrangement, provided that the written notice of dissent to the Arrangement Resolution contemplated by Section 242 of the BCBCA must be sent to Canplats by holders who wish to dissent at least two days before the Canplats Meeting or any date to which the Canplats Meeting may be postponed or adjourned and provided further that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Canplats Common Shares or Canplats Warrants, as the case may be, which fair value shall be the fair value of such shares or warrants immediately before the passing by the Canplats Securityholders of the Arrangement Resolution, shall be paid an amount in cash equal to such fair value by Goldcorp; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Canplats Common Shares or Canplats Warrants shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Canplats Common Shares or Canplats Warrants and shall be entitled to receive only the consideration contemplated in subsection 3.01(h) hereof that such holder would have received pursuant to the Arrangement if such holder had not exercised Dissent Rights,

but in no case shall Goldcorp, Canplats or any other person be required to recognize holders of Canplats Common Shares or Canplats Warrants who exercise Dissent Rights as holders of Canplats Common Shares or Canplats Warrants after the time that is immediately prior to the Effective Time, and the names of such holders of Canplats Common Shares or Canplats Warrants who exercise Dissent Rights shall be deleted from the central securities register and register of holders of Canplats Warrants, respectively, as holders of Canplats Common Shares or Canplats Warrants at the Effective Time and Goldcorp shall be recorded as the registered holder of the Canplats Common Shares or Canplats Warrants so transferred and shall be deemed to be the legal owner of such Canplats Common Shares or Canplats Warrants.

ARTICLE FIVE
DELIVERY OF NEWCO SHARES AND GOLDCORP SHARES

Section 5.01 *Delivery of Shares*

- (a) Each holder of Canplats Common Shares on the Effective Date following completion of the transactions described in subsections 3.01(g) shall be entitled to receive, and the Depositary shall deliver to such holder following the Effective Time, a certificate representing the Goldcorp Shares and the Newco Shares that such holder is entitled to receive in accordance with Section 3.01 hereof.
- (b) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Canplats Common Shares that were exchanged for Goldcorp Shares and Newco Shares in accordance with Section 3.01 hereof, together with such other documents and instruments as would have been required to effect the transfer of the Canplats Common Shares formerly represented by such certificate under the terms of such certificate, the BCBCA or the articles of Canplats and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, certificates representing the Goldcorp Shares and the Newco Shares that such holder is entitled to receive in accordance with Section 3.01 hereof.
- (c) After the Effective Time and until surrendered for cancellation as contemplated by subsection 5.01(a) hereof, each certificate that immediately prior to the Effective Time represented one or more Canplats Common Shares following completion of the transactions described in 3.01(g), shall be deemed at all times to represent only the right to receive in exchange therefor certificates representing Goldcorp Shares, and the Newco Shares that the holder of such certificate is entitled to receive in accordance with Section 3.01 hereof.

Section 5.02 *Lost Certificates*

In the event any certificate, that immediately prior to the Effective Time represented one or more outstanding Canplats Common Shares that were exchanged for Goldcorp Shares and Newco Shares in accordance with Section 3.01 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, certificates representing Goldcorp Shares and Newco Shares that such holder is entitled to receive in accordance with Section 3.01 hereof. When authorizing such delivery of a certificate representing Goldcorp Shares and Newco Shares, respectively, that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom certificates representing such Goldcorp Shares and Newco Shares is to be delivered shall, as a condition precedent to the delivery of certificates representing such Goldcorp Shares and Newco Shares, give a bond satisfactory to Goldcorp and the Depositary in such amount as Goldcorp and the Depositary may direct, or otherwise indemnify Goldcorp and the Depositary in

a manner satisfactory to Goldcorp and the Depositary, against any claim that may be made against Goldcorp or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of Canplats.

Section 5.03 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to Goldcorp Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Canplats Common Shares unless and until the holder of such certificate shall have complied with the provisions of Section 5.01 or Section 5.02 hereof. Subject to applicable law and to Section 5.04 hereof, at the time of such compliance, there shall, in addition to the delivery of a certificate representing Goldcorp Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Goldcorp Shares.

Section 5.04 Withholding Rights

Goldcorp, Canplats and the Depositary shall be entitled to deduct and withhold from all dividends or other distributions otherwise payable to any Former Canplats Securityholder such amounts as Goldcorp or the Depositary is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the U.S. Tax Code or any provision of any applicable federal, provincial, state, local or foreign tax law or treaty, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Former Canplats Securityholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

Section 5.05 Limitation and Proscription

To the extent that a Former Canplats Securityholder shall not have complied with the provisions of Section 5.01 or Section 5.02 hereof on or before the date that is six years after the Effective Date (the “**final proscription date**”), then the Goldcorp Shares and the Newco Shares that such Former Canplats Securityholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the certificates representing such Goldcorp Shares and Newco Shares shall be delivered to Goldcorp by the Depositary and the share certificates representing the Goldcorp Shares shall be cancelled by Goldcorp, and the share certificates representing the Newco Shares shall be delivered to Newco and cancelled by Newco and the interest of the Former Canplats Shareholder in such Goldcorp Shares and Newco Shares to which it was entitled shall be terminated as of such final proscription date.

**ARTICLE SIX
AMENDMENTS**

Section 6.01 Amendments to Plan of Arrangement

- (a) Goldcorp and Canplats 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 Goldcorp and Canplats, (iii) filed with the Court and, if made following the Canplats Meeting, approved by the Court, and (iv) communicated to holders or former holders of Canplats Common Shares, Canplats Warrants or Canplats Options if and as required by the Court.

- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Canplats at any time prior to the Canplats Meeting provided that Goldcorp 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 Canplats 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 Canplats Meeting shall be effective only if:
 - (i) it is consented to in writing by each of Goldcorp and Canplats; and
 - (ii) if required by the Court, it is consented to by the Canplats Shareholders voting in the manner directed by the Court.

**SCHEDULE B
TO THE BUSINESS COMBINATION AGREEMENT**

FORM OF LOCK-UP AGREEMENT

Please see attached.

LOCK-UP AGREEMENT

THIS AGREEMENT is made as of the 16th day of November, 2009.

BETWEEN:

[NAME OF SHAREHOLDER] (the "Shareholder")

-and-

GOLDCORP INC., a corporation existing under the
Business Corporations Act (Ontario) ("**Goldcorp**")

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of the issued and outstanding common shares in the capital of Canplats Resources Corporation ("**Canplats**") and any options or warrants to purchase common shares in the capital of Canplats as set forth in Schedule A hereto;

AND WHEREAS the Shareholder understands that Goldcorp and Canplats are, concurrently with the execution and delivery of this Agreement, executing and delivering the Business Combination Agreement (as defined herein) providing for the Arrangement (as defined herein);

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder (i) to vote the Subject Securities (as defined herein) or cause the same to be voted in favour of the Canplats Resolution (as defined herein), and (ii) to abide by the other restrictions and covenants set forth herein;

AND WHEREAS the Shareholder acknowledges that Goldcorp would not enter into the Business Combination Agreement but for the execution and delivery of this Agreement by such Shareholder;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement:

"**Acquisition Proposal**" means, in respect of Canplats, any *bona fide* inquiry, proposal or offer made by a party with whom Canplats deals at arm's length regarding any merger, amalgamation, plan of arrangement, share exchange, business combination, take-over bid, tender offer, sale or other disposition of assets representing 20% or more

of the book value (on a consolidated basis) of the assets of Canplats and its subsidiaries, in a single transaction or a series of related transactions (or any lease, long term supply agreement or other arrangement having the same economic effect as a sale of all or substantially all of Canplats's assets), any recapitalization, reorganization, liquidation, sale or issue of treasury securities or rights therein or thereto or rights or options to acquire treasury securities representing 5% or more of the outstanding Canplats Shares, any exchange offer, secondary purchase or any type of similar transaction that would, or could, in any case, constitute a *de facto* acquisition or change of control of Canplats or would or could, in any case, result in the sale or other disposition of all or substantially all of the assets of Canplats (other than the Arrangement and all other transactions to be completed in connection with the Arrangement contemplated in the Business Combination Agreement);

“**affiliate**” has the meaning ascribed thereto in the *Securities Act* (British Columbia);

“**Arrangement**” means the arrangement under Section 288 of the BCBCA on the terms and subject to the conditions set out in the Business Combination Agreement and the Plan of Arrangement attached thereto, subject to any amendments or supplements thereto made in accordance with the Business Combination Agreement and the Plan of Arrangement attached thereto or made at the direction of the Court in the Final Order;

“**BCBCA**” means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as promulgated or amended from time to time;

“**Business Combination Agreement**” means the Business Combination Agreement between, among others, Goldcorp and Canplats, dated November 16, 2009, as it may be amended from time to time in accordance with its terms;

“**Canplats Meeting**” means the special meeting of Canplats Shareholders (and, if required by the Interim Order, the holders of Canplats Options and/or Canplats Warrants), including any adjournment or postponement thereof, to be held in accordance with the Interim Order to consider the Canplats Resolution;

“**Canplats Option Plans**” means, collectively, the stock option plan of Canplats dated November 21, 2003 as approved by the Canplats Shareholders on December 17, 2003, and the stock option plan of Canplats dated December 10, 2008 as approved by the Canplats Shareholders on January 14, 2009;

“**Canplats Options**” means options to purchase Canplats Shares issued pursuant to the Canplats Option Plans and described in the Canplats Disclosure Letter;

“**Canplats Resolution**” means the special resolution of the Canplats Shareholders (and, if required by the Interim Order, the holders of Canplats Options and/or Canplats Warrants) approving the Arrangement and the Business Combination Agreement, to be considered at the Canplats Meeting;

“**Canplats Shares**” means common shares in the capital of Canplats;

“**Canplats Warrants**” means warrants to purchase Canplats Shares as described in the Canplats Disclosure Letter; and

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

“**Effective Date**” means the date upon which the Arrangement becomes effective as provided in the Plan of Arrangement;

“**Final Order**” means the order of the Court pursuant to Section 291 of the BCBCA, after a hearing upon the fairness of the terms and conditions of the Arrangement, 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;

“**Interim Order**” means the interim order of the Court made in connection with the Arrangement, as such order may be amended, supplemented or varied by the Court with the consent of the parties to the Business Combination Agreement, each acting reasonably;

“**Plan of Arrangement**” means the plan of arrangement, substantially in the form and content of Schedule A to the Business Combination Agreement, and any amendment or variation thereto made in accordance with the Business Combination Agreement or the Plan of Arrangement;

“**Subject Securities**” means: (i) all Canplats Shares owned by, or over which control or direction is exercised by, the Shareholder, including, but not limited to: (A) all Canplats Shares that may be issued subsequent to the date hereof upon the exercise of Canplats Options held by the Shareholder; (B) all Canplats Shares that may be issued subsequent to the date hereof upon the exercise of Canplats Warrants held by the Shareholder; and (C) all securities of Canplats or of any holding body corporate for securities issued by Canplats, issued or acquired in lieu of or in replacement for or in consideration of all or any of such Canplats Shares or any interest the Shareholder may have therein; and (ii) to the extent required to approve the Arrangement pursuant to the Interim Order, all Canplats Options and Canplats Warrants owned by, or over which control or direction is exercised by, the Shareholder.

1.2 **Definitions in Business Combination Agreement**

All terms used in this Agreement that are not defined in Section 1.1 or elsewhere herein and that are defined in the Business Combination Agreement shall have the respective meanings ascribed to them in the Business Combination Agreement.

1.3 Schedules

The following Schedules attached hereto constitute an integral part of this Agreement:

Schedule A - Canplats Shares, Canplats Options and Canplats Warrants

ARTICLE 2 **COVENANTS OF GOLDCORP**

2.1 Obligations under Business Combination Agreement

Goldcorp hereby covenants and irrevocably agrees in favour of the Shareholder that it will comply with its obligations set forth in the Business Combination Agreement.

ARTICLE 3 **COVENANTS OF THE SHAREHOLDER**

3.1 General

The Shareholder hereby covenants and irrevocably agrees in favour of Goldcorp that, from the date hereof until the earlier of (i) the Effective Date, and (ii) the termination of this Agreement in accordance with Article 5, except as permitted by this Agreement, such Shareholder will:

- (a) not, directly or indirectly, through any officer, director, employee, representative (including any financial or other advisor) or agent of the Shareholder or any of its subsidiaries (collectively, the “**Representatives**”), (i) solicit, initiate, facilitate or knowingly encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) an Acquisition Proposal or the initiation of any inquiries or proposals regarding an Acquisition Proposal, (ii) participate in any substantive discussions or negotiations with any Person (other than Goldcorp or any of its affiliates) regarding an Acquisition Proposal, (iii) approve, accept, endorse or recommend, or propose publicly to accept, approve, endorse or recommend, any Acquisition Proposal, or (iv) accept or enter into or publicly propose to accept or enter into, any agreement, understanding or arrangement or other contract in respect of an Acquisition Proposal;
- (b) immediately cease and cause its Representatives to cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Persons with respect to any Acquisition Proposal;
- (c) promptly (and in any event within 24 hours after it has received any proposal, inquiry, offer or request) notify Goldcorp, at first orally and then in writing, in the event it or its Representatives receives an Acquisition Proposal, including the material terms and conditions thereof, and the identity of the Person or Persons

making the Acquisition Proposal. The Shareholder will also provide such other details of such proposal, inquiry, offer or request, or any amendment to any of the foregoing, as Goldcorp may reasonably request;

- (d) not option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey any Subject Securities, or any right or interest therein (legal or equitable), to any Person or group or agree to do any of the foregoing;
- (e) not grant or agree to grant any proxy or other right to vote any Subject Securities, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approval of any kind as to the Subject Securities that in each case might reasonably be regarded as likely to prevent or delay the successful completion of the Arrangement or the other transactions contemplated by the Business Combination Agreement and this Agreement;
- (f) not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement and the other transactions contemplated by the Business Combination Agreement and this Agreement;
- (g) not vote or cause to be voted any Subject Securities in respect of any proposed action by Canplats or its shareholders or affiliates or any other Person in a manner which might reasonably be regarded as likely to prevent or delay the successful completion of the Arrangement or the other transactions contemplated by the Business Combination Agreement and this Agreement;
- (h) and does hereby irrevocably waive, to the fullest extent permitted by law, any and all rights of the Shareholder to dissent with respect to the Canplats Resolution or any other resolution relating to the approval of the Arrangement and not exercise any such right with respect to any such resolution;
- (i) in the event that any transaction other than the Arrangement is presented for approval of or acceptance by the securityholders of Canplats, not, directly or indirectly, vote in favour of, 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;
- (j) hereby agree that any securities of Canplats purchased by the Shareholder in the market, by private agreement or otherwise, shall be deemed to be subject to the terms hereof as Subject Securities; and
- (k) take all such steps as are necessary or advisable to ensure that at the Effective Time, the Subject Securities will be held by the Shareholder with good and marketable title thereto, free and clear of any and all mortgages, liens, charges,

restrictions, security interests, adverse claims, pledges, encumbrances and demands of any nature or kind whatsoever, and will not be subject to any shareholders' agreement, voting trust or similar agreement or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting the Subject Securities or the ability of any holder thereof to exercise all ownership rights thereto, including the voting of any the Subject Securities;

provided however that nothing in this Section 3.1 will prevent the Shareholder from acting in accordance with the exercise of his or her fiduciary duties as a director or officer of Canplats or other legal obligation to act in the best interests of Canplats, if such action is required in order for the Shareholder to fulfill his or her fiduciary duty as a director and/or officer of Canplats and provided that the board of directors of Canplats has first obtained the written advice of legal counsel that such action is required by applicable Laws.

3.2 Voting of the Subject Securities in Favour of the Canplats Resolution

The Shareholder hereby agrees with Goldcorp that it will, on or before the fifth Business Day prior to the Canplats Meeting, duly complete and cause forms of proxy in respect of all of the Subject Securities, and any other documents required in accordance with the Arrangement, to be validly delivered in support of the Canplats Resolution, and will not withdraw the forms of proxy except as expressly otherwise provided in this Agreement including, but not limited to, Section 3.1.

ARTICLE 4 **REPRESENTATIONS, WARRANTIES AND COVENANTS**

4.1 Representations, Warranties and Covenants of the Shareholder

The Shareholder hereby represents and warrants to and covenants with Goldcorp as follows, and acknowledges that Goldcorp is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) Legal Capacity. The Shareholder has full legal capacity to enter into this Agreement and to complete the transactions and perform its obligations contemplated hereby.
- (b) Authorization. This Agreement has been duly executed and delivered by the Shareholder and constitutes its legal, valid and binding agreement, enforceable by Goldcorp against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings, the equitable power of the courts to stay proceedings before them and the execution of judgments and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

- (c) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Entity which has not been made or obtained is required to be made or obtained by the Shareholder in connection with (i) the execution and delivery by the Shareholder and enforcement against the Shareholder of this Agreement, or (ii) the consummation of any transactions by the Shareholder provided for herein, except for, in either case, the filing of insider trading reports under applicable securities legislation.
- (d) Ownership of Subject Securities. The Shareholder is, and, subject to Section 3.1, will immediately prior to the Effective Date be, the direct or indirect beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. The Shareholder is not a party to, bound or affected by or subject to, any charter or by-law, contract, provision, statute, regulation, judgment, order, decree or law which would in any material respect be violated, contravened, breached by, or under which any material default would occur as a result of, the execution and delivery of this Agreement or the consummation of any of the transactions provided for in this Agreement.
- (e) No Agreements. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (f) Voting. Other than pursuant to this Agreement, none of the Subject Securities are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (g) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or threatened against the Shareholder or any of its affiliates that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of the Shareholder to any of the Subject Securities and there is no judgment, decree or order against the Shareholder that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of the Shareholder to any of the Subject Securities.
- (h) No Other Securities. The only securities of Canplats beneficially owned or controlled, directly or indirectly, by the Shareholder are the Subject Securities and such Shareholder has no other agreement or option, or right or privilege

(whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Shareholder or transfer to the Shareholder of additional securities of the Company.

4.2 **Representations and Warranties of Goldcorp**

Goldcorp hereby represents and warrants to the Shareholder as follows, and acknowledges that the Shareholder is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation. Goldcorp is a subsisting corporation under the laws of the Province of Ontario and has all necessary corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) Authorization. The execution and delivery of this Agreement by Goldcorp and the consummation by Goldcorp of the transactions contemplated hereunder have been duly authorized by the board of directors of Goldcorp and no other corporate proceedings on the part of Goldcorp are necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by Goldcorp and constitutes a legal, valid and binding agreement enforceable by the Shareholder against Goldcorp in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings, the equitable power of the courts to stay proceedings before them and the execution of judgments and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

ARTICLE 5 **TERMINATION**

5.1 **Termination by Goldcorp**

Goldcorp, when not in material default in the performance of its obligations under this Agreement or the Business Combination Agreement, may, without prejudice to any of its rights hereunder and in its sole discretion, terminate this Agreement by written notice to the Shareholder if:

- (a) any of the representations and warranties of the Shareholder under this Agreement shall not be true and correct in all material respects; or
- (b) the Shareholder shall not have complied with its covenants to Goldcorp contained in this Agreement in all material respects;

provided, however, that such termination shall be without prejudice to any rights which Goldcorp may have as a result of any default by the Shareholder prior to such termination.

5.2 Termination by the Shareholder

The Shareholder, when not in material default in the performance of its obligations under this Agreement, may, without prejudice to any of its rights hereunder and in its sole discretion, terminate this Agreement by written notice to Goldcorp if:

- (a) any of the representations and warranties of Goldcorp under this Agreement shall not be true and correct in all material respects; or
- (b) the Business Combination Agreement or the Plan of Arrangement shall have been amended, without the prior written consent of the Shareholder, to provide that the Exchange Ratio is less than 0.074 of a common share of Goldcorp for each Canplats Share. It is acknowledged and agreed that Goldcorp may amend the terms of the Business Combination Agreement or the Plan of Arrangement: (A) to increase the consideration (or the value of the consideration) under the Arrangement; (B) to extend the Effective Date to a date no later than the Completion Deadline; or (C) to the extent that Goldcorp has the power to do so, to waive any condition of the Arrangement or the Business Combination Agreement.

5.3 Automatic Termination

Unless extended by mutual agreement of the Shareholder, on the one hand, and Goldcorp, on the other hand, this Agreement shall automatically terminate on the Completion Deadline. In addition, this Agreement shall automatically terminate in the event that the Business Combination Agreement is terminated by any party thereto in accordance with its terms.

5.4 Agreement to Terminate

This Agreement may be terminated by the mutual agreement of Goldcorp and the Shareholder evidenced by a written instrument executed by each of Goldcorp and the Shareholder.

5.5 Effect of Termination

If this Agreement is terminated in accordance with this Article 5, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of the representations, warranties, obligations, terms or conditions of this Agreement which occurred prior to such termination in which case any party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

ARTICLE 6
GENERAL

6.1 Further Assurances

The Shareholder and Goldcorp shall, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require (at the requesting party's cost) to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

6.2 Survival of Representations and Warranties

No investigations made by or on behalf of Goldcorp or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the Shareholder herein or pursuant hereto.

No investigations made by or on behalf of the Shareholder or any of its authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by Goldcorp herein or pursuant hereto.

6.3 Disclosure

Except as required by applicable laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other which shall not be unreasonably withheld or delayed. Moreover, the parties agree to consult with each other prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of applicable laws or regulations. The Parties acknowledge that the terms of this Agreement will be publicly disclosed.

6.4 Assignment

Subject to prior written notice to the Shareholder, Goldcorp may assign all or part of its rights under this Agreement to a direct or indirect wholly-owned subsidiary of Goldcorp, but, if such assignment takes place, Goldcorp shall continue to be liable jointly and severally with the assignee for any obligations hereunder. This Agreement shall not be otherwise assignable by any party hereto without the prior written consent of the other party hereto, which consent may not be unreasonably withheld or delayed.

6.5 Time

Time shall be of the essence of this Agreement.

6.6 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein (without regard to conflict of laws principles).

6.7 Entire Agreement

This Agreement, including Schedule A hereto and the provisions of the Business Combination Agreement incorporated herein by reference, constitutes the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

6.8 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement by each of the parties hereto.

6.9 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by telecopier:

- (a) if to Goldcorp, addressed as follows:

Goldcorp Inc.
Suite 3400 – 666 Burrard Street
Vancouver, British Columbia
V6C 2X8

Attention: President and Chief Executive Officer
Facsimile: (604) 696-3001

and to:

Goldcorp Inc.
Suite 3400-666 Burrard Street
Vancouver, British Columbia
V6C 2X8

Attention: Vice President, General Counsel
Facsimile: (604) 696-3001

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

Cassels Brock & Blackwell LLP
Suite 2100 – 40 King Street West
Toronto, Ontario
M5H 3C2

Attention: Paul M. Stein
Facsimile: (416) 350-6949

- (b) if to the Shareholder, at the address shown on the attached Schedule A, with a copy (which shall not constitute notice) to:

Lawson Lundell LLP
Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2

Attention: Jerrold W. Schramm
Facsimile: (604) 669-1620

or to such other address as the relevant Person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

6.10 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

6.11 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

6.12 Counterparts

This Agreement may be executed in one or more counterparts which together shall be deemed to constitute one valid and binding agreement, and delivery of the counterparts may be effected by means of telecopier transmission.

6.13 Independent Legal Advice

The Shareholder acknowledges that:

- (a) he has: (i) read this Agreement in its entirety, understands it and agrees to be bound by its terms and conditions; and (ii) been granted the opportunity to ask questions of, and to receive answers from, Canplats's legal counsel concerning the terms and conditions of this Agreement;
- (b) he has been advised to seek independent legal advice with respect to the Shareholder executing and delivering this Agreement and the Shareholder has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) the Shareholder is entering into this Agreement voluntarily.

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

SIGNED, SEALED AND)
DELIVERED in the presence of:)
))
))
))
))
))
))

Witness Name:

[NAME OF SHAREHOLDER]

GOLDCORP INC.

By: _____
Name:
Title:

SCHEDULE A

CANPLATS SHARES, CANPLATS OPTIONS AND CANPLATS WARRANTS

The following table indicates the number of Canplats Shares, Canplats Options and Canplats Warrants beneficially owned, directly or indirectly, by the Shareholder or over which such person exercises control or direction (please provide the details of any indirect ownership).

Name of Shareholder	Address of Shareholder	Number of Canplats Securities		
		Canplats Shares	Canplats Options	Canplats Warrants

**SCHEDULE C
TO THE BUSINESS COMBINATION AGREEMENT**

ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. The arrangement (the “**Arrangement**”) under Section 288 of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) involving Canplats, Goldcorp, 0866039 B.C. Ltd. and 0756808 B.C. Ltd., all as more particularly described and set forth in the Management Proxy Circular (the “**Circular**”) of Canplats dated ●, 2009 accompanying the notice of this meeting (as the Arrangement may be modified or amended), is hereby authorized, approved and adopted;

2. The plan of arrangement, as it may be or has been amended (the “**Plan of Arrangement**”), involving Canplats and implementing the Arrangement, the full text of which is set out in Appendix ● to the Circular (as the Plan of Arrangement may be, or may have been, modified or amended), is hereby authorized, approved and adopted;

3. The business combination agreement (the “**Business Combination Agreement**”) between Canplats, Goldcorp, 0866039 B.C. Ltd. and 0756808 B.C. Ltd., dated November 16, 2009, and all the transactions contemplated therein and the actions of the directors of Canplats in approving the Arrangement and the actions of the officers of Canplats in executing and delivering the Business Combination Agreement and any amendments thereto are hereby ratified and approved;

4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the securityholders of Canplats or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Canplats are hereby authorized and empowered, without further notice to, or approval of, the securityholders of Canplats:

- (a) to amend the Business Combination Agreement or the Plan of Arrangement to the extent permitted by the Business Combination Agreement or the Plan of Arrangement; or
- (b) subject to the terms of the Business Combination Agreement, not to proceed with the Arrangement; and

5. Any one or more directors or officers of Canplats is hereby authorized, for and on behalf and in the name of Canplats, to execute and deliver, whether under the corporate seal of Canplats or not, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Business Combination Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Business Combination Agreement, including:

- (a) all actions required to be taken by or on behalf of Canplats, 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 Business Combination Agreement or otherwise to be entered into by Canplats;

such determination to be conclusively evidenced by the execution and delivery of such document or the doing of any such act or thing.