SECOND AMENDMENT TO ARRANGEMENT AGREEMENT

This Second Amendment to Arrangement Agreement is made and entered into effective as of June 3, 2011.

BETWEEN:

> **WESTERN ENERGY SERVICES CORP.**, a corporation existing under the laws of the Province of Alberta and having an office in the City of Calgary, in the Province of Alberta ("**Western**")
>
> \- and -
>
> **STONEHAM DRILLING TRUST**, a trust existing under the laws of the Province of Alberta and having an office in the City of Calgary, in the Province of Alberta ("**Stoneham**")
>
> \- and -
>
> **STONEHAM ADMINISTRATION INC.**, a corporation existing under the laws of the Province of Alberta and having an office in the City of Calgary, in the Province of Alberta, which is the administrator of Stoneham ("**Administrator**")

WHEREAS:

A. Western, Stoneham and Administrator entered into an arrangement agreement dated as of April 7, 2011, relating to the acquisition by Western of all of the Stoneham Units, which was amended as of April 20, 2011 (collectively, the "**Arrangement Agreement**");

B. The Plan of Arrangement, attached as Schedule 1.1(rr) to the Arrangement Agreement, provides that:

(a) Stoneham reserves the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification or supplement must be:

(i) set out in writing;

(ii) approved by Western;

(iii) filed with the Court and, if made following the Stoneham Meeting, approved by the Court; and

(iv) communicated to the securityholders of Stoneham if and as required by the Court;

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Stoneham at any time prior to the Stoneham Meeting (provided that Western shall have consented thereto) with or without any other prior notice or communication and if so proposed and accepted by the Persons voting at the Stoneham 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 Stoneham Meeting shall be effective only if it is consented to by each of Stoneham and Western, and if required by the Court, it is consented to by the securityholders of Stoneham voting in the manner directed by the Court; and

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Western, provided that it concerns a matter which, in the reasonable opinion of Western, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any former Stoneham Unitholder;

C. Western, Stoneham and Administrator desire to amend the Plan of Arrangement, in accordance with the terms and conditions set forth herein, in order to: (i) change the definition of "Administrator" to mean Stoneham Administration Inc.; (ii) add the definition of " 'General Partner' means Stoneham Drilling Inc."; and (iii) change the registered office of Amalco to the registered office of Western (collectively, the "**Plan of Arrangement Amendments**");

D. The Plan of Arrangement Amendments are, in the opinion of Western, Stoneham and the Administrator of an administrative nature required to better give effect to the implementation of the Plan of Arrangement and are not adverse to the financial or economic interests of any Stoneham Unitholder; and

E. Western and Stoneham also desire to amend the Arrangement Agreement as described in paragraphs 3, 4 and 5 below.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the respective covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

1. Unless otherwise defined herein, words and expressions defined in the Arrangement Agreement have the respective meanings attributed thereto when used herein.

2. The full text of the Plan of Arrangement at Schedule 1.1(rr) of the Arrangement Agreement is hereby deleted in its entirety and replaced with the Amended and Restated Plan of Arrangement attached hereto as Schedule A.

3. The text of Subsection 4.4(b) of the Arrangement Agreement is deleted in its entirety and replaced with the following text:

   "None of the Restricted Units and Performance Units are convertible into Stoneham Units. Stoneham can and will terminate all Restricted Units and Performance Units on or prior to the Effective Date by paying the holders thereof an aggregate of not more than $1,730,000.".

4. The text of Subsection 6.3(e) of the Arrangement Agreement is deleted in its entirety and replaced with the following text:

   "Stoneham's Transaction Costs shall not exceed $6,970,000 (excluding applicable GST);".

5. The text of Subsection 6.3(f) of the Arrangement Agreement is deleted in its entirety and replaced with the following text:

"The aggregate cash required for Stoneham to terminate all Restricted Units and Performance Units shall not exceed $1,730,000;".

6. All other terms and conditions set forth in the Arrangement Agreement shall remain the same and unamended and in full force and effect.

IN WITNESS WHEREOF, Western, Stoneham and Administrator have caused this Agreement to be executed as of the date first written above.

WESTERN ENERGY SERVICES CORP.

By: *"Dale E. Tremblay"*
Name: Dale E. Tremblay
Title: Chief Executive Officer

By: *"Jeffrey K. Bowers"*
Name: Jeffrey K. Bowers
Title: Chief Financial Officer

STONEHAM DRILLING TRUST, by its Administrator, STONEHAM ADMINISTRATION INC.

By: *"Jack Smart"*
Name: Jack Smart
Title: Chief Financial Officer

STONEHAM ADMINISTRATION INC.

By: *"Jack Smart"*
Name: Jack Smart
Title: Chief Financial Officer

SCHEDULE A

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AMENDED AND RESTATED PLAN OF ARRANGEMENT
UNDER SECTION 193
OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

"**Act**" means the *Business Corporations Act* (Alberta), in effect on the date hereof;

"**Administrator**" means Stoneham Administration Inc., the administrator of Stoneham;

"**Arrangement"** means the arrangement involving Stoneham under section 193 of the Act 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 10.2 of the Arrangement Agreement or Article 4 hereof or made at the direction of the Court;

"**Arrangement Agreement**" means the arrangement agreement dated as of April 7, 2011 between Western, Stoneham and Stoneham Administration Inc., as amended, supplemented and/or restated in accordance therewith prior to the Effective Date, providing for, among other things, the Arrangement;

"**Arrangement Resolution**" means the special resolution of the Stoneham Unitholders, approving the Arrangement;

"**Articles of Arrangement**" means the articles of arrangement of Stoneham in respect of the Arrangement that are required by the Act to be sent to the Registrar after the Final Order is made;

"**Authorized Authority**" means, in relation to any Person, transaction or event, any: (i) national, federal, provincial, state, county, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, ministry, department, board, bureau, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, administrative or similar powers or functions of or pertaining to government; (iii) court, arbitrator, commission or body exercising judicial, quasi judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, transaction or event;

"**Business Day**" means any day, excepting Saturdays, Sundays and statutory holidays observed in Calgary, Alberta;

"**Cash Consideration**" means $24.00;

"**Cash Electing Unitholder**" means a Stoneham Unitholder who elects to take cash in exchange for all or a portion of their Stoneham Units pursuant to the Arrangement;

"**Court**" means the Alberta Court of Queen's Bench;

"**Current Assets**" has the meaning ascribed thereto in the Arrangement Agreement;

"**Current Liabilities**" has the meaning ascribed thereto in the Arrangement Agreement;

"**Deemed Western Share Value**" means $0.39 per Western Share;

"**Depositary**" means Valiant Trust Company at its offices set out in the Letters of Transmittal;

"**Dissent Rights**" means the right of a Holder in accordance with the Interim Order and Section 5.1 of this Plan of Arrangement, to dissent to the Arrangement Resolution and to be paid the fair value of the Stoneham Units in respect of which the Holder dissents;

"**Dissenting Unitholders**" means a Holder who has properly exercised Dissent Rights and whose Dissent Rights remain valid immediately before the Effective Time;

"**Effective Date**" means the date on which the Articles of Arrangement are filed with the Registrar;

"**Effective Time**" is 12:01 a.m. (Calgary time) on the Effective Date or such later time as the parties may agree;

"**Election Deadline**" means 5:00 p.m. (Calgary time) at the place of deposit on the date that is two Business Days prior to the Meeting Date;

"**Final Order**" means the order of the Court approving the Arrangement pursuant to subsection 193(9) of the Act, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**General Partner**" means Stoneham Drilling Inc.;

"**Holders**" means, the holders of Stoneham Units shown from time to time in the register maintained by or on behalf of Stoneham in respect thereof;

"**Interim Order**" means an interim order of the Court concerning the Arrangement under subsection 193(4) of the Act, containing declarations and directions with respect to the Arrangement and the holding of the Stoneham Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**Letter of Transmittal and Election Form**" means the letter of transmittal and election form for use by Stoneham Unitholders, in the forms accompanying the Stoneham Information Circular or such other equivalent forms acceptable to Stoneham and Western, acting reasonably;

"**Meeting Date"** means the date of the Stoneham Meeting as set forth in the Stoneham Information Circular;

"**Outstanding Units**" means the number of Stoneham Units outstanding on the Effective Date which shall be no more than 7,977,877 Stoneham Units;

"**Person**" includes any individual, sole proprietorship, partnership, firm, limited partnership, limited liability company, unlimited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body, corporation, or Authorized

Authority and, where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representatives;

"**Plan of Arrangement**", "**hereof**", "**hereunder**" and similar expressions means this Plan of Arrangement, including the recitals and appendices hereto and includes any agreement or instrument supplementary or ancillary hereto;

"**Registrar**" means the Registrar of Corporations duly appointed pursuant to Section 263 of the Act;

"**Securities Act**" means the *Securities Act* (Alberta);

"**Share Consideration**" means 61.538 Western Shares;

"**Stoneham**" means Stoneham Drilling Trust, a trust formed under the laws of the Province of Alberta;

"**Stoneham Information Circular**" means the management proxy circular of Stoneham to be sent by Stoneham to the Stoneham Unitholders in connection with the Stoneham Meeting;

"**Stoneham Meeting**" means the special meeting of Stoneham Unitholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement;

"**Stoneham Unitholders**" means the registered and beneficial holders of Stoneham Units;

"**Stoneham Units**" means issued and outstanding trust units of Stoneham;

"**Tax Act**" means the *Income Tax Act* (Canada), together with any and all regulations promulgated thereunder, as amended from time to time;

"**Western**" means Western Energy Services Corp; and

"**Western Shares**" means common shares in the capital of Western.

1.2 Certain Rules of Interpretation In this Plan of Arrangement:

Currency. Unless otherwise specified, all references to money amounts are to lawful currency of Canada.

Headings. Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.

Including. Where the word "including" or "includes" is used in this Plan of Arrangement, it means "including (or includes) without limitation".

Number and Gender. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

Statutory references. A reference to a statute includes all rules and regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation or rule which amends, supplements or supersedes any such statute or any such regulation or rule.

Time Periods. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

ARTICLE 2
ARRANGEMENT

2.1 Binding Effect

This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on Stoneham, the Administrator, the General Partner, Western, all Stoneham Unitholders and all other persons.

2.2 Arrangement

Commencing at the Effective Time and subject to ARTICLE 5, the following shall occur and shall be deemed to occur in the following order without any further act or formality:

(a) the declaration of trust of Stoneham shall be amended to the extent necessary to facilitate the Arrangement and the implementation of the steps and transactions described herein;

(b) the Stoneham Units held by Dissenting Unitholders who have exercised Dissent Rights which remain valid immediately prior to the Effective Time shall, as of the Effective Time, be deemed to have been transferred to Western and cancelled and cease to be outstanding, and as of the Effective Time and such Dissenting Unitholders shall cease to have any rights as Stoneham Unitholders other than the right to be paid the fair value of their Stoneham Units;

(c) Each of the issued and outstanding Stoneham Units for which Cash Consideration is payable in accordance with Section 3.1 shall be transferred from each Cash Electing Unitholder to Western (free and clear of any liens, encumbrances or claims), solely in exchange for the Cash Consideration;

(d) Each of remaining issued and outstanding Stoneham Units shall be transferred from each remaining Stoneham Unitholder to Western (free and clear of any liens, encumbrances or claims), solely in exchange for Share Consideration; and

(e) the Administrator and General Partner shall be amalgamated and continued as one corporation ("**Amalco**") in accordance with the following:

(i) the name of Amalco shall be "Stoneham Drilling Inc.";

(ii) all the shares of the Administrator shall be cancelled without any repayment of capital in respect of those shares;

(iii) the articles of amalgamation of Amalco shall be the same as the articles of incorporation of the General Partner;

(iv) the stated capital of Amalco shall be the same as the aggregated stated capital of the amalgamating corporations;

(v) no securities shall be issued by Amalco in connection with the amalgamation;

(vi) the property of each of the amalgamating corporations shall continue to be the property of Amalco;

(vii) Amalco shall continue to be liable for the obligations of each of the amalgamating corporations;

(viii) any existing cause of action, claim or liability to prosecution of either of the amalgamating corporations shall be unaffected;

(ix) any civil, criminal or administrative action or proceeding pending by or against either of the amalgamating corporations may be continued to be prosecuted by or against Amalco;

(x) a conviction against, or ruling, order or judgment in favour of or against, either of the amalgamating corporations may be enforced by or against Amalco;

(xi) the bylaws of Amalco shall be the bylaws of the Administrator;

(xii) the first directors of Amalco shall be Dale E. Tremblay and Alex MacAusland;

(xiii) the registered office of Amalco shall be the registered office of Western; and

(xiv) the auditors of Amalco shall be Deloitte & Touche LLP.

ARTICLE 3
ELECTION, CONSIDERATION AND CERTIFICATES

3.1 Election in respect of the consideration to be received for exchange of Stoneham Units

(a) Subject to Subsection 3.1(b) and the other provisions of this ARTICLE 3, each Stoneham Unitholder who, at or prior to the Election Deadline, is a holder of Stoneham Units will be entitled, with respect to any one of his or her Stoneham Units, to make an election at or prior to the Election Deadline to receive:

(i) Cash Consideration; or

(ii) Share Consideration,

in exchange for such Stoneham Unit under Section 2.2 on the basis set forth in Section 3.2.

(b) The maximum aggregate Cash Consideration payable by Western under the Arrangement is $115,000,000 (the "**Maximum Cash Consideration**"). If Stoneham Unitholders, in aggregate, elect Cash Consideration in an aggregate amount in excess of the Maximum Cash Consideration, then:

(i) the number of Stoneham Units for which a Cash Electing Unitholder has elected to receive Cash Consideration shall be reduced to that number of whole Stoneham Units (rounded down in all cases) equal to the product of that number of Stoneham Units indicated on such holder's election and a fraction, the numerator of which is the Maximum Cash Consideration and the denominator of which is the aggregate Cash Consideration elected by all Stoneham Unitholders; and

(ii) the number of Stoneham Units for which a Cash Electing Unitholder has elected to receive Share Consideration shall be increased by that number of Stoneham Units equal to the difference between the number of Stoneham Units for which the holder elected to receive Cash Consideration and the number determined in accordance with (i) above.

3.2 Method of Election and Deemed Election

(a) The election to receive either the Cash Consideration or Share Consideration with respect to each Stoneham Unit shall be made by Stoneham Unitholders entitled to make such election by depositing with the Depositary, prior to the Election Deadline, a Letter of Transmittal and Election Form, duly completed and executed in the manner described therein, with such election indicated therein, together with the unit certificates representing the Stoneham Units in respect of which the election is being made and accompanied by such other documents and instruments as the Depositary may reasonably require.

(b) If a valid election has not been made by or on behalf of an Stoneham Unitholder at or prior to the Election Deadline, such Stoneham Unitholder shall be deemed to have elected to receive only the Share Consideration in exchange for all of such Stoneham Unitholder's Stoneham Units pursuant to the Arrangement.

3.3 Stoneham Unit Certificates

After the Effective Time, each certificate formerly representing Stoneham Units shall represent only the right to receive, in the case of certificates held by Dissenting Unitholders, the fair value of the Stoneham Units represented by such certificates, and, in the case of all other Stoneham Unitholders, the number of Western Shares or Cash Consideration the former Stoneham Unitholder is entitled to in accordance with the terms of the Arrangement upon such Stoneham Unitholder depositing with the Depositary the certificate and such other documents and instruments as the Depositary may reasonably require and subject to compliance with the requirements set forth in this ARTICLE 3.

3.4 Deposit of Consideration by Western

At or promptly after the Effective Time, Western shall issue to the Depositary:

(a) an irrevocable treasury order authorizing the Depositary, as the registrar and transfer agent of Western, to issue certificates representing the aggregate number of Western Shares to which the Stoneham Unitholders are entitled in accordance with the terms of the Arrangement; and

(b) a certified cheque, bank draft or wire transfer of funds in an amount equal to the aggregate Cash Consideration to which the Stoneham Unitholders are entitled in accordance with the terms of the Arrangement.

3.5 Payment of Consideration by Depositary

(a) Promptly upon receipt of the treasury order and funds delivered by Western pursuant to Section 3.4, the Depositary shall, in the case of Stoneham Unitholders entitled to Cash Consideration in accordance with the terms of the Arrangement, cause individual cheques and, in the case of Stoneham Unitholders entitled to Share Consideration in accordance with the terms of the Arrangement, cause certificates representing Western Shares, to be forwarded to those persons who have deposited the certificates for such Stoneham Units and such documents and instruments required by the Depositary pursuant to Section 3.2. Such cheques and certificates shall be:

(i) forwarded by first class mail, postage pre-paid, to the person and at the address specified in the relevant Letter of Transmittal and Election Form or, if no address has been specified therein, at the address specified for the particular Holder in the register of Holders of Stoneham Units; or

(ii) if requested by such Holder in the Letter of Transmittal and Election Form, made available or caused to be made available at the Depositary for pick up by such Holder. Cheques and certificates mailed pursuant hereto will be deemed to have been delivered at the time of delivery thereof to the post office.

(b) The Depositary shall register Western Shares in the name of each Stoneham Unitholder entitled thereto or as otherwise instructed in the Letter of Transmittal and Election Form deposited by such Stoneham Unitholder and shall deliver such Western Shares in accordance with this Section 3.5. In the event of a transfer of ownership of Stoneham Units that was not registered in the securities register of Stoneham, a certificate representing the proper number of Western Shares may be issued to the transferee if the certificate representing such Stoneham Units is presented to the Depositary as provided above, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid.

3.6 Treatment of Fractional Shares

No fractional Western Shares shall be issued pursuant to this Plan of Arrangement. In the event that a Stoneham Unitholder would otherwise be entitled to a fractional Western Share hereunder, the number of Western Shares issued to such Stoneham Unitholder shall be rounded up to the next greater whole number of Western Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Western Shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all Stoneham Units registered in the name of or beneficially held by such Stoneham Unitholder or their nominee shall be aggregated.

3.7 Distributions with Respect to Unsurrendered Certificates

No distributions declared or made with respect to the Stoneham Units with a record date after the Effective Time shall be paid to a Stoneham Unitholder for any unsurrendered certificate which immediately prior to the Effective Time represented outstanding Stoneham Units.

3.8 Lost Instruments or Certificates

In the event any instrument or certificate which immediately prior to the Effective Time represented one or more outstanding Stoneham Units that were cancelled or transferred pursuant to Section 2.2 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Stoneham Unitholder claiming such instrument or certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed instrument or certificate a certified cheque representing the appropriate amount of Cash Consideration or the appropriate number of Western Shares representing the Share Consideration, as applicable, deliverable to such Stoneham Unitholder in accordance with the provisions of Section 3.2. When authorizing such payment in exchange for any lost, stolen or destroyed instrument or certificate, or Stoneham Unitholder to whom a cheque or Western Share certificate is to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to Western and the Depositary in such sum as Western or the Depositary may direct, acting reasonably, or otherwise indemnify Western, Stoneham and the Depositary in a manner satisfactory to Western and the Depositary, acting reasonably, against any claim that may be made against Western, Stoneham or the Depositary with respect to the instrument or certificate alleged to have been lost, stolen or destroyed.

3.9 Extinction of Rights

Any instrument or certificate which immediately prior to the Effective Time represented outstanding Stoneham Units that were cancelled or transferred pursuant to Section 2.2 (or an affidavit of loss and bond or other indemnity pursuant to Section 3.8), together with such other documents or instruments required by such former Stoneham Unitholder to receive payment for its Stoneham Units that is not deposited with all other instruments required by Section 3.3 on or prior to the sixth anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature against Stoneham and Western. On such date, the aggregate Western Share Consideration and Cash Consideration to which the former Stoneham Unitholder referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered for no consideration to Western and shall be returned to Western by the Depositary. None of Western, Stoneham or the Depositary shall be liable to any Person in respect of any amount for Stoneham Units delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

3.10 Withholding Rights

Western, Stoneham and the Depositary shall be entitled to deduct and withhold from any distribution or consideration otherwise payable to any Stoneham Unitholder, such amounts as Western, Stoneham or the Depositary determines, acting reasonably, are required or permitted pursuant to the Tax Act or any successor provision thereto to be deducted and withheld with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986, or any provision of federal, provincial, territorial, state, local or foreign tax law, 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 Stoneham Unitholder, in respect of which such deduction and withholding was made; provided that, such withheld amounts are actually remitted to the appropriate Authorized Authority.

ARTICLE 4
AMENDMENTS

4.1 Amendments to Plan of Arrangement

(a) Stoneham reserves the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification or supplement must be:

  (i) set out in writing;

  (ii) approved by Western;

  (iii) filed with the Court and, if made following the Stoneham Meeting, approved by the Court; and

  (iv) communicated to the securityholders of Stoneham if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Stoneham at any time prior to the Stoneham Meeting (provided that Western shall have consented thereto) with or without any other prior notice or communication and if so proposed and accepted by the Persons voting at the Stoneham 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 Stoneham Meeting shall be effective only if it is consented to by each of Stoneham and Western, and if required by the Court, it is consented to by the securityholders of Stoneham voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Western, provided that it concerns a matter which, in the reasonable opinion of Western, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any former Stoneham Unitholder.

ARTICLE 5
DISSENT RIGHTS

5.1 Dissent Rights

Each Holder of Stoneham Units has the right to dissent with respect to the Arrangement in accordance with the Interim Order. A Dissenting Unitholder shall, at the Effective Time, cease to have any rights as a Holder of Stoneham Units and shall only be entitled to be paid the fair value of the Holder's Stoneham Units by Western. A Dissenting Unitholder shall be deemed to have transferred all of the Holder's Stoneham Units to Western at the Effective Time, notwithstanding the provisions of section 191 of the ABCA. A Dissenting Unitholder who, for any reason, is not entitled to be paid the fair value of the Holder's Stoneham Units, shall be treated as if the Holder had participated in the Arrangement on the same basis as a non-dissenting Holder of Stoneham Units and, notwithstanding the provisions of section 191 of the ABCA, such Holder is deemed to have elected to exchange its Stoneham Units for the Share Consideration.

The fair value of the Stoneham Units shall be determined as of the close of business on the last Business Day before the day on which this Arrangement is approved by the Stoneham Unitholders at the Meeting. In no event shall Stoneham or Western be required to recognize any Dissenting Unitholder as a securityholder of Stoneham after the Effective Time and the names of such Holders shall be removed from the applicable Stoneham register of securityholders as at the Effective Time. For greater certainty, in addition to any other restrictions in section 191 of the ABCA, no person who has voted (or instructs, or is deemed, by submission of an incomplete proxy, to have instructed his, her or its proxyholder to vote) in favour of the Arrangement shall be entitled to dissent with respect to the Arrangement. In addition, a Holder may only exercise Dissent Rights in respect of all, and not less than all, of his/her/its Stoneham Units.

ARTICLE 6
FURTHER ASSURANCES

6.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein. Western and Stoneham may agree not to implement this Plan of Arrangement, notwithstanding the passing of the Arrangement Resolution and receipt of the Final Order.