

## AMENDING AGREEMENT

THIS AGREEMENT dated as of the 28<sup>th</sup> day of October, 2013

BETWEEN:

**MONTANA EXPLORATION CORP.**, a company existing under the laws of the Province of Alberta (hereinafter referred to as "**Montana**")

AND:

**WALDRON ENERGY CORPORATION.**, a company existing under the laws of the Province of Alberta (hereinafter referred to as "**Waldron**")

WHEREAS:

- A. Montana and Waldron are party to an arrangement agreement dated July 31, 2013 (the "**Arrangement Agreement**") pursuant to which, among other things, Montana has agreed to acquire all of the issued and outstanding common shares in the capital of Waldron pursuant to an arrangement under Section 193 of the *Business Corporations Act* (Alberta); and
- B. Montana and Waldron wish to amend the plan of arrangement attached as Schedule "A" to the Arrangement Agreement.

NOW THEREFORE in consideration of the premises and the mutual agreements and covenants herein contained and other good and valuable consideration (the receipt and adequacy of which is hereby acknowledged), the parties hereto hereby covenant and agree as follows:

1. The plan of arrangement attached as Schedule "A" to the Arrangement Agreement is hereby amended and replaced in its entirety with the plan of arrangement attached as Schedule "A" hereto.
2. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.
3. This Agreement may be executed by facsimile and in any number of counterparts, each of which so executed shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

*[remainder of this page intentionally left blank]*

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and year first above written.

**MONTANA EXPLORATION CORP.**

Per: *"Charles Selby"* (signed)

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Chairman and Chief Executive Officer

**WALDRON ENERGY CORPORATION**

Per: *"Ernie Sapielha"* (signed)

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President and Chief Executive Officer

**SCHEDULE A**  
**PLAN OF ARRANGEMENT**  
**UNDER THE PROVISIONS OF 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 clearly inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

- (a) "**ABCA**" means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;
- (b) "**Arrangement**" means the arrangement, pursuant to Section 193 of the ABCA, on the terms set out in this Plan of Arrangement, as supplemented, modified or amended in accordance with this Plan of Arrangement or made at the direction of the Court pursuant to the Final Order;
- (c) "**Arrangement Agreement**" means the agreement made as of July 31, 2013 between Montana and Waldron, including the schedules thereto, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms;
- (d) "**Articles of Arrangement**" means the articles of arrangement in respect of the Arrangement required under subsection 193(10) of the ABCA to be sent to the Registrar after the Final Order has been granted, to give effect to the Arrangement;
- (e) "**Business Day**" means, with respect to any action to be taken, any day, other than a Saturday, Sunday or a statutory holiday in the place where such action is to be taken;
- (f) "**Cash Consideration**" means, in respect of a Waldron Share transferred to Montana pursuant to Section 3.1(b)(i), an amount in cash equal to \$0.45, subject to proration in accordance with Section 3.3;
- (g) "**Certificate**" means the certificate or other proof of filing issued by the Registrar pursuant to Subsection 193(11) of the ABCA giving effect to the Arrangement;
- (h) "**Circular**" means the joint management information circular of Montana and Waldron to be sent by Montana to the Montana Shareholders in connection with the annual general and special meeting of Montana and by Waldron to the Waldron Securityholders in connection with the Waldron Meeting;
- (i) "**Court**" means the Court of Queen's Bench of Alberta;
- (j) "**Depository**" means Computershare Investor Services Inc.;

- (k) "**Dissent Rights**" means the rights of dissent granted in favour of registered Waldron Shareholders in respect of the Waldron Resolution in accordance with Section 191 of the ABCA as modified by the Interim Order;
- (l) "**Dissenting Shareholder**" means a registered holder of Waldron Shares who has duly and validly exercised the Dissent Rights in respect of the Waldron Resolution in strict compliance with the Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
- (m) "**Dissenting Shares**" means the Waldron Shares held by Dissenting Shareholders in respect of which such Dissenting Shareholders have given Notice of Dissent;
- (n) "**Effective Date**" means the date the Arrangement becomes effective under the ABCA;
- (o) "**Effective Time**" means 12:01 a.m. (Calgary time) on the Effective Date;
- (p) "**Election Deadline**" means 4:30 p.m. (Calgary time) on the Business Day immediately preceding the date of the Waldron Meeting;
- (q) "**Eligible Waldron Shareholder**" means a Waldron Shareholder who has, by the Election Deadline, made a valid election to receive the Cash Consideration;
- (r) "**Final Order**" means the order of the Court (in respect of Waldron) approving the Arrangement pursuant to Subsection 193(9) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (s) "**Governmental Authority**" means any domestic or foreign federal, provincial, state or local governmental, regulatory or administrative authority, department, court, agency, commission, board or tribunal or official, including any political subdivision thereof;
- (t) "**holder**" means, when used with reference to any securities of Waldron, the holder of such securities shown from time to time in the central securities register maintained by or on behalf of Waldron in respect of such securities;
- (u) "**Initial Withdrawal Day**" means October 29, 2013;
- (v) "**Interim Order**" means the interim order of the Court concerning the Arrangement under Subsection 193(4) of the ABCA, containing declarations and directions with respect to the Arrangement and the holding of the Waldron Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (w) "**Letter of Transmittal and Election Form**" means the letter of transmittal and election form accompanying the Circular sent to Waldron Shareholders for making their election to receive the Cash Consideration, the Share Consideration or a combination thereof in exchange for their Waldron Shares;
- (x) "**Liens**" means any mortgage, hypothec, prior claim, lien, pledge, assignment for security, security interest, option, right of first offer or first refusal or other charge or encumbrance of any kind and adverse claim;
- (y) "**Maximum Cash Consideration**" means,

- (i) if the Waldron Debt is less than or equal to \$35.5 million, the Cash Amount; or
- (ii) if the Waldron Debt is greater than \$35.5 million and less than \$36.5 million, an amount equal to the Cash Amount less the Excess Debt; or
- (iii) if the Waldron Debt is equal to or greater than \$36.5 million, an amount equal to the Cash Amount less the Adjusted Excess Debt,

where:

"Cash Amount" means \$18,071,825;

"Excess Debt" means the difference between the Waldron Debt and \$35.5 million; and

"Adjusted Excess Debt" means the product of two (2) and the Excess Debt;

- (z) "**Montana**" means Montana Exploration Corp., a corporation incorporated under the laws of Alberta;
- (aa) "**Montana Shares**" means common shares of Montana as constituted on the date hereof;
- (bb) "**Notice of Dissent**" means a notice of dissent duly and validly given by a registered holder of Waldron Shares exercising Dissent Rights as contemplated in the Interim Order and as described in Article 4;
- (cc) "**Person**" includes an individual, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unincorporated organization, trustee, executor, administrator, legal representative, Governmental Authority or any other entity, whether or not having legal status;
- (dd) "**Plan of Arrangement**" means this plan of arrangement under the ABCA, as such plan of arrangement may be amended or supplemented from time to time;
- (ee) "**Registrar**" means the Registrar of Corporations for the Province of Alberta appointed under Section 263 of the ABCA;
- (ff) "**Share Consideration**" means, in respect of a Waldron Share transferred to Montana pursuant to Section 3.1(b)(i), 1.8 Montana Shares;
- (gg) "**Tax Act**" means the *Income Tax Act* (Canada) R.S.C. 1985, c. 1 (5th Supp.) as amended, including the regulations promulgated thereunder;
- (hh) "**Waldron**" means Waldron Energy Corporation, a corporation incorporated under the laws of Alberta;
- (ii) "**Waldron Debt**" means total indebtedness, including bank debt, working capital deficiency of Waldron (but before giving effect to any cash payments, if any, made on the surrender of any "in the money" Waldron Options) and Waldron Transaction Costs (to the extent not included in the foregoing) and for purposes of this calculation, the working capital deficiency excludes the current portion of Waldron's financial instrument

asset/liability, current portion of Waldron's future income tax asset/liability, and Waldron's flow-through share premium;

- (jj) "**Waldron Meeting**" means the special meeting of Waldron Securityholders, which is to be called to permit the Waldron Securityholders to consider the Waldron Resolution and related matters, and any adjournment(s) thereof;
- (kk) "**Waldron Options**" means the outstanding share options of Waldron, whether or not vested, entitling the holders thereof to acquire Waldron Shares;
- (ll) "**Waldron Resolution**" means the special resolution in respect of the Arrangement to be considered by the Waldron Securityholders at the Waldron Meeting;
- (mm) "**Waldron Securityholders**" means the Waldron Shareholders and holders of Waldron Options and Waldron Warrants;
- (nn) "**Waldron Shareholders**" means the holders from time to time of Waldron Shares;
- (oo) "**Waldron Shares**" means common shares of Waldron, as constituted on the date hereof;
- (pp) "**Waldron Stock Option Plan**" means the stock option plan of Waldron;
- (qq) "**Withdrawal Deadline**" means October 31, 2013;
- (rr) "**Waldron Transaction Costs**" means all costs and expenses incurred by Waldron in connection with the Arrangement, including all legal; accounting; audit; financial advisory; printing; director and officer run-off insurance; special committee fees payable in connection with Waldron's strategic review process; and other administrative or professional fees, costs and expenses of third parties incurred by Waldron, and for greater certainty, including those costs incurred in respect of Waldron's engagement of National Bank Financial Inc. in connection with Waldron's strategic review process and all amounts payable by Waldron in respect of the Arrangement on account of retention, change of control, termination and severance payments to its officers, directors, employees or consultants; and
- (ss) "**Waldron Warrants**" means the 7,182,560 outstanding share purchase warrants entitling the holders thereof to purchase up to 7,182,560 Waldron Shares.

Any capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Arrangement Agreement. In addition, words and phrases used herein and defined in the ABCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the ABCA unless the context otherwise clearly requires.

## 1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into Articles, Sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Plan of Arrangement. The terms "hereof", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Section are to Articles and Sections of this Plan of Arrangement.

### 1.3 **Number and Gender**

In this Plan of Arrangement, unless the context otherwise clearly requires, words used herein importing the singular include the plural and vice versa and words imparting any gender shall include all genders.

### 1.4 **Date of Any Action**

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

### 1.5 **Governing Law**

This Plan of Arrangement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### 1.6 **Time**

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in the Letter of Transmittal and Election Form are Calgary time unless otherwise stipulated herein or therein.

### 1.7 **Currency**

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada and "\$" refers to Canadian dollars.

## **ARTICLE 2** **EFFECT OF THE ARRANGEMENT**

### 2.1 **Arrangement Agreement**

This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms a part of the Arrangement Agreement.

### 2.2 **Binding Effect**

This Plan of Arrangement, upon the filing of the Articles of Arrangement and other documents as required by the ABCA with the Registrar and the issuance of the Certificate, will become effective at the Effective Time and shall be binding upon Montana, Waldron, the Waldron Securityholders, the Depositary and all other Persons as and from the Effective Time, without any further act or formality required on the part of any Person except as expressly provided herein.

### 2.3 **Arrangement in its Entirety**

The Articles of Arrangement and the Certificate shall be filed and issued, respectively, with respect to the Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the time set out herein.

**ARTICLE 3**  
**ARRANGEMENT**

**3.1 The Arrangement**

At the Effective Time, each of the events set out below shall occur and be deemed to occur in the following sequence, in each case without any further authorization, act or formality of or by Waldron, Montana or any other Person except as otherwise provided herein.

- (a) (i) each Dissenting Share held by a Dissenting Shareholder who is ultimately determined to be entitled to be paid the fair value of the Dissenting Shares in respect of which such Dissenting Shareholder has exercised Dissent Rights will be and be deemed to be transferred by the holder thereof to Montana (free and clear of any Liens) and such Dissenting Shareholder will cease to be the holder thereof or to have any rights as a holder in respect of such Dissenting Share other than the right to be paid the fair value of such Dissenting Share determined and payable in accordance with Article 4 and each Dissenting Shareholder's name shall be removed as the holders of such Waldron Shares from the register of Waldron Shareholders maintained by or on behalf of Waldron; and
- (ii) at the same time as the step in Section 3.1(a)(i) occurs, legal and beneficial title to each such Dissenting Share will vest in Montana and Montana will be and be deemed to be the transferee and legal and beneficial owner of such Dissenting Share (free and clear of any Liens) and will be entered in the register of Waldron Shareholders as the sole holder thereof;
- (b) (i) each Waldron Share outstanding immediately prior to the Effective Time (other than Dissenting Shares referred to in Section 3.1(a) above), will be and be deemed to be transferred by the holder thereof to Montana (free and clear of any Liens) in exchange for (x) the Cash Consideration, (y) the Share Consideration or (z) a combination of the Cash Consideration and the Share Consideration (in each case as elected or deemed to be elected pursuant to Section 3.2 and subject, in the case of the Cash Consideration, to proration in accordance with Section 3.3 and in the case of the Share Consideration, to rounding in accordance with Section 5.2); and
- (ii) at the same time as the step in Section 3.1(b)(i) occurs, the holder of each Waldron Share transferred to Montana pursuant to Section 3.1(b)(i) will cease to be the holder thereof, or to have any rights as a holder thereof other than the right to receive the Cash Consideration and/or Share Consideration payable in respect thereof pursuant to Section 3.1(b)(i), and legal and beneficial title to each such Waldron Share will vest in Montana and Montana will be and be deemed to be the transferee and legal and beneficial owner of such Waldron Shares (free and clear of any Liens) and will be entered in the register of Waldron Shareholders as the sole holder thereof;
- (c) (i) notwithstanding the terms of the Waldron Stock Option Plan and any award agreement pursuant to which the Waldron Options were granted, each Waldron Option granted and outstanding immediately prior to the Effective Time, whether or not vested, will be and be deemed to be transferred by the holder thereof to Waldron (free and clear of any Liens);

- (ii) with respect to each Waldron Option, the holder thereof will cease to be the holder thereof or to have any rights as a holder in respect of such Waldron Option or under the Waldron Stock Option Plan and the name of the holder thereof will be removed from the applicable securities register of Waldron with respect to such Waldron Option; and
- (iii) the Waldron Options will be cancelled and the Waldron Stock Option Plan will be terminated; and
- (d)
  - (i) notwithstanding the terms of any agreements pursuant to which the Waldron Warrants were issued, each Waldron Warrant granted and outstanding immediately prior to the Effective Time, whether or not vested, will be deemed to be transferred by the holder thereof to Waldron (free and clear of any Liens);
  - (ii) with respect to each Waldron Warrant, the holder thereof will cease to be the holder thereof or to have any rights as a holder in respect of such Waldron Warrant and the name of the holder thereof will be removed from the applicable securities register of Waldron with respect to such Waldron Warrant; and
  - (iii) the Waldron Warrants will be cancelled.

### 3.2 Election Mechanics

Subject to Section 3.3, with respect to the transfer of Waldron Shares to Montana pursuant to Section 3.1(b)(i):

- (a) each Waldron Shareholder may elect to receive, in respect of each Waldron Share held by such Waldron Shareholder, either (i) the Cash Consideration, (ii) the Share Consideration, or (iii) a combination of the Cash Consideration and the Share Consideration;
- (b) in order to make the election referred to in Section 3.2(a), a Waldron Shareholder must deposit with the Depositary, by no later than the Election Deadline, a duly completed Letter of Transmittal and Election Form indicating such Waldron Shareholder's election, which election shall, except as provided in Section 3.2(d), be irrevocable and may not be withdrawn, together with the certificate(s) representing the Waldron Shares held by such Waldron Shareholder;
- (c) any Waldron Shareholder who has not, prior to the Election Deadline, deposited with the Depositary a duly completed Letter of Transmittal and Election Form indicating such Waldron Shareholder's election, together with the certificate(s) representing the Waldron Shares held by such Waldron Shareholder, or otherwise fails to fully comply with the requirements of Section 3.2(b) in respect of any Waldron Shares (including Waldron Shareholders who duly exercise Dissent Rights but are ultimately not entitled, for any reason, to be paid fair value for the Waldron Shares in respect of which they have exercised Dissent Rights) shall be deemed to have elected to receive the Share Consideration as to all Waldron Shares held by such Waldron Shareholder; and
- (d) an Eligible Waldron Shareholder may withdraw its election for all or part of the Waldron Shares deposited for the Cash Consideration commencing at 8:00 a.m. MDT on the Initial Withdrawal Day, and ending at 5:00 p.m. MDT on the Withdrawal Deadline.

### 3.3 Proration of Cash Consideration

If holders of Waldron Shares elect to receive the Cash Consideration that in the aggregate exceeds the Maximum Cash Consideration, then each holder of Waldron Shares that has elected to receive the Cash Consideration for all or any portion of their Waldron Shares will receive the Cash Consideration in an amount equal to the result obtained when the aggregate Cash Consideration requested by such holder is multiplied by a fraction the numerator of which is the Maximum Cash Consideration and the denominator of which is the aggregate Cash Consideration requested by all holders of Waldron Shares, and each such holder shall be deemed to have elected to receive the Cash Consideration for a corresponding number of Waldron Shares and shall be deemed to have elected to receive the Share Consideration for the remainder of their Waldron Shares for which, but for this Section 3.3, such holder would otherwise have received the Cash Consideration.

## **ARTICLE 4** **DISSENT RIGHTS**

### 4.1 Rights of Dissent

Pursuant to the Interim Order, each registered Waldron Shareholder may exercise rights of dissent ("**Dissent Rights**") pursuant to and in the manner set forth in the ABCA, as modified by this Article 4 and the Interim Order; provided, however, that written objection to the Waldron Resolution, in the manner contemplated by the ABCA, must be sent to and received by Waldron by no later than 4:00 p.m. (Calgary time) on the second Business Day immediately prior to the Waldron Meeting. Waldron Shareholders who duly exercise such rights of dissent and who:

- (a) are ultimately determined to be entitled to be paid by Montana fair value for the Waldron Shares in respect of which they have exercised Dissent Rights will be deemed to have irrevocably transferred such Waldron Shares to Montana pursuant to Section 3.1(a)(i) in consideration of such fair value; or
- (b) are ultimately not entitled, for any reason, to be paid by Montana fair value for the Waldron Shares in respect of which they have exercised Dissent Rights will be deemed to have participated in the Arrangement on the same basis as a Waldron Shareholder who has not exercised Dissent Rights, as at and from the time specified in Section 3.1(b) and be entitled to receive only the consideration set forth in Section 3.1(b)(i);

but in no case will Waldron or Montana or any other Person be required to recognize such holders as holders of Waldron Shares after the completion of the steps set forth in Section 3.1(a) or 3.1(b), as the case may be, and each Dissenting Shareholder will cease to be entitled to the rights of a Waldron Shareholder in respect of the Waldron Shares in relation to which such Dissenting Shareholder has exercised Dissent Rights and the central securities register of Waldron will be amended to reflect that such former holder is no longer the holder of such Waldron Shares as and from the Effective Time. For greater certainty, and in addition to any other restriction under the ABCA, a Waldron Shareholder who has voted, or instructed a proxyholder to vote, in favour of the Waldron Resolution shall not be entitled to exercise Dissent Rights with respect to the Arrangement.

**ARTICLE 5**  
**CERTIFICATES AND PAYMENTS**

**5.1 Payments of Consideration**

- (a) At or before the Effective Time, Montana will deposit or cause to be deposited with the Depository for the benefit of the Waldron Shareholders:
  - (i) cash in an aggregate amount sufficient to satisfy the payment obligations contemplated by Section 3.1(b)(i) and Section 3.2 (calculated without reference to whether any Waldron Shareholder has exercised Dissent Rights);
  - (ii) one or more certificates representing the aggregate number of Montana Shares required to be delivered by Montana to the Waldron Shareholders pursuant to Section 3.1(b)(i) and Section 3.2(c) (calculated without reference to whether any Waldron Shareholder has exercised Dissent Rights); and
  - (iii) cash in an aggregate amount sufficient to satisfy Waldron's anticipated payment obligations contemplated by Section 3.1(a)(i).
- (b) No former holder of Waldron Shares shall be entitled to receive any consideration with respect to such Waldron Shares, unless and until the holder of such Waldron Shares shall surrender to the Depository a certificate that, immediately prior to the Effective Time, represented outstanding Waldron Shares that were transferred to Montana under Section 3.1(b)(i), together with a duly completed Letter of Transmittal and Election Form and such additional documents and instruments as the Depository may reasonably require. As soon as practicable following the later of the Effective Date and the surrender by a Waldron Shareholder (other than a Dissenting Shareholder) to the Depository of a certificate that immediately prior to the Effective Time represented outstanding Waldron Shares that were transferred to Montana under Section 3.1(b)(i), together with a duly completed Letter of Transmittal and Election Form and such additional documents and instruments as the Depository may reasonably require the former holder of such Waldron Shares will be entitled to receive in exchange therefor (i) a cheque for the Cash Consideration, if any, such holder is entitled to receive pursuant to Section 3.1(b)(i); and (ii) a certificate representing that number of Montana Shares, if any, such holder is entitled to receive pursuant to Section 3.1(b)(i) less, in the case of both clauses (i) and (ii) of this Section 5.1(b), any amounts withheld pursuant to Section 5.5, and any certificate so surrendered will forthwith be cancelled.
- (c) Subject to Section 5.4, until surrendered as contemplated by this Section 5.1, each certificate which immediately prior to the Effective Time represented Waldron Shares that were transferred to Montana under section 3.1(b)(i) will be thereafter deemed to represent only the right to receive (i) a cheque for the Cash Consideration, if any, the holder of such Waldron Shares is entitled to receive pursuant to Section 3.1(b)(i); and (ii) a certificate representing that number of Montana Shares, if any, such holder is entitled to receive pursuant to Section 3.1(b)(i) less, in the case of both clauses (i) and (ii), of this Section 5.1(c), any amounts withheld pursuant to Section 5.5.
- (d) Montana will cause the Depository, as soon as a former holder of Waldron Shares becomes entitled to receive Cash Consideration and/or Share Consideration in accordance with Section 5.1(b), to:

- (i) forward or cause to be forwarded by first class mail (postage paid) to such former holder at the address specified in the Letter of Transmittal and Election Form; or
- (ii) if requested by such former holder in the Letter of Transmittal and Election Form, make available at the offices of the Depository specified in the Letter of Transmittal and Election Form for pick-up by such former holder; or
- (iii) if the Letter of Transmittal and Election Form neither specifies an address as described in Section 5.1(d)(i) nor contains a request as described in Section 5.1(d)(ii), forward or cause to be forwarded by first class mail (postage paid) to such former holder at the address of such former holder as shown on the applicable securities register maintained by or on behalf of Waldron immediately prior to the Effective Time;

a cheque representing the Cash Consideration, if any, payable to such former holder in accordance with the provisions hereof and/or one or more certificates representing the Share Consideration which such former holder of Waldron Shares is entitled to receive in accordance with the provisions hereof, in each case less any amounts withheld pursuant to Section 5.5.

- (e) No former holder of Waldron Shares shall be entitled to receive any consideration with respect to such Waldron Shares other than the Cash Consideration or Share Consideration that such former holder of Waldron Shares is entitled to receive pursuant to this Section 5.1 and, for greater certainty, no such former holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

## 5.2 Fractional Shares

No fractional Montana Shares will be issued in connection with the Arrangement. In the event that a former Waldron Shareholder would otherwise be entitled to a fractional Montana Share hereunder, the number of Montana Shares issued to such Waldron Shareholder shall be rounded up to the next whole number of Montana 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 whole number of Montana Shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all Waldron Shares registered in the name of or beneficially held by such Waldron Shareholder or his/her/its nominee shall be aggregated.

## 5.3 Loss of Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Waldron Shares that were acquired by Montana pursuant to Section 3.1(b)(i) has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such Waldron Shares, the Depository will, in exchange for the affidavit in respect of such lost, stolen or destroyed certificate, deliver to such former holder of Waldron Shares the Cash Consideration and/or Share Consideration such former holder is entitled to receive in respect of such Waldron Shares pursuant to Section 3.1(b)(i) less any amounts withheld pursuant to Section 5.5. When authorizing such payment in relation to any lost, stolen or destroyed certificate, the former holder of such Waldron Shares will, as a condition precedent to the delivery thereof, give a bond satisfactory to Montana and the Depository or otherwise indemnify Waldron, Montana and the Depository against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

#### 5.4 **Extinction of Rights**

- (a) Any certificate which immediately prior to the Effective Time represented one or more outstanding Waldron Shares that were acquired by Montana pursuant to Section 3.1(b)(i) which is not deposited with the Depositary in accordance with the provisions of Section 5.1 on or before the third anniversary of the Effective Date less one day shall, on such day, cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against Waldron, Montana, the Depositary or any other Person. On such date, the Cash Consideration and/or Share Consideration (including any interest, dividends, premium, distribution or other payment in connection therewith held in trust for such former holder) such former holder of Waldron Shares would otherwise have been entitled to receive, shall be deemed to have been surrendered for no consideration to Montana. Neither Waldron nor Montana will be liable to any Person in respect of any cash or securities (including any cash or securities previously held by the Depositary in trust for any such former holder) which is forfeited to Montana or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.
  
- (b) Any payment made by way of cheque by Waldron, or by the Depositary, on behalf of Waldron or Montana pursuant to the Arrangement and/or any certificates representing Montana Shares issued by the Depositary on behalf of Montana, pursuant to this Plan of Arrangement that have not been deposited with or have been returned to the Depositary or that otherwise remain unclaimed, in each case, on or before the third anniversary of the Effective Date less one day shall, on such day, cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against Waldron, Montana, the Depositary or any other Person. On such date, the Cash Consideration and/or Share Consideration such former holder of Waldron Shares would otherwise have been entitled to receive, shall be deemed to have been surrendered for no consideration to Montana. Neither Waldron nor Montana will be liable to any Person in respect of any cash or securities (including any cash or securities previously held by the Depositary in trust for any such former holder) which is forfeited to Montana or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

#### 5.5 **Withholding Rights**

Waldron, Montana and the Depositary will be entitled to deduct, withhold and remit from any consideration otherwise payable to any Waldron Shareholder under this Plan of Arrangement (including any payment to Dissenting Shareholders) such amounts as Waldron, Montana or the Depositary is required to deduct, withhold and remit with respect to such payment under the Tax Act, the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax law as counsel may advise is required to be so deducted and withheld by Waldron, Montana or the Depositary, as the case may be. For the purposes hereof, all such withheld amounts shall be treated as having been paid to the Person in respect of which such deduction and withholding was made on account of the obligation to make payment to such Person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Authority by or on behalf of Waldron, Montana or the Depositary, as the case may be.

## 5.6 Allocation of Consideration and Tax Elections

Each Waldron Shareholder who has made (or who has deemed to have made) an election to dispose of Waldron Shares for the Share Consideration and the Cash Consideration pursuant to Sections 3.1(b)(i) and 3.2 shall be deemed for the purposes of applying the Tax Act to have exchanged each Waldron Share in the following proportions:

- (a) to the extent that a Waldron Share is disposed of by such Waldron Shareholder for the Cash Consideration under Section 3.1(b)(i), such Waldron Share shall be deemed to have been disposed of by such Waldron Shareholder to Montana solely for consideration consisting of a cash payment of \$0.45;
- (b) to the extent that a Waldron Share is disposed of by such Shareholder for 1.8 Montana Shares under Section 3.1(b)(i), such Waldron Share shall be deemed to have been disposed of by such Waldron Shareholder to Montana solely for consideration consisting of 1.8 Montana Shares; and
- (c) to the extent that a Waldron Share is disposed of by such Waldron Shareholder in circumstances where:
  - (i) the Letter of Transmittal and Election Form indicates that an election under section 85 of the Tax Act will be filed; or
  - (ii) the necessary election forms under section 85 of the Tax Act have been completed and provided to Montana within 90 days following the Effective Date, the Waldron Shareholder shall be deemed for the purposes of applying the Tax Act to have disposed of all of the Waldron Shares for aggregate proceeds of disposition consisting of such cash and Montana Shares.

A Waldron Shareholder who receives Montana Shares under the Arrangement shall be entitled to make an income tax election, pursuant to subsection 85(1) or 85(2) of the Tax Act, as applicable (and the analogous provisions of provincial income tax law) by providing two signed copies of the necessary election forms to Montana within 90 days following the Effective Date, duly completed with the details of the applicable agreed amounts for the purposes of such election. Thereafter, the forms will be signed by Montana and returned to such former holders of Waldron Shares within 30 days after the receipt thereof by Montana for filing with the Canada Revenue Agency (and the applicable provincial taxing authority). Montana will not be responsible for the proper completion of any election form and, except for the obligation of Montana to so sign and return duly completed election forms which are received by Montana within 90 days of the Effective Date, Montana will not be responsible for any taxes, interest or penalties resulting from the failure by a former Waldron Shareholder to properly complete or file the election forms in the form and manner and within the time prescribed by the Tax Act (and any applicable provincial legislation). In its sole discretion, Montana may choose to sign and return an election form received by it more than 90 days following the Effective Date, but Montana will have no obligation to do so.

## 5.7 Transfer Free and Clear

Any transfer or exchange of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens.

**ARTICLE 6**  
**AMENDMENTS**

**6.1 Amendments to Plan of Arrangement**

- (a) Waldron and Montana reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that any amendment, modification or supplement must be (i) set out in writing, (ii) filed with the Court and, if made following the Waldron Meeting, approved by the Court and (iii) communicated to the Waldron Shareholders if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Waldron and Montana at any time prior to or at the Waldron Meeting with or without any other prior notice or communication and, if so proposed and accepted, in the manner contemplated and to the extent required by the Arrangement Agreement, by the Persons voting at the Waldron 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 or directed by the Court following the Waldron Meeting shall be effective only if such amendment, modification or supplement (i) is consented to by each of Waldron and Montana (each acting reasonably) and (ii) if required by the Court or applicable law, is consented to by Waldron Shareholders voting in the manner directed by the Court.
- (d) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by Montana, provided that it concerns a matter that, in the reasonable opinion of Montana, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any Waldron Shareholder.

**ARTICLE 7**  
**FURTHER ASSURANCES**

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of Waldron and Montana will make, do and execute, or cause to be made, done and executed, any such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.