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Ministry of Government Services Ontario | Ministère des Services gouvernementaux

CERTIFICATE
This is to certify that these articles are effective on

CERTIFICAT
Ceci certifie que les présents statuts entrent en vigueur le

MARCH 13 MARS, 2015

Director / Directeur
Business Corporations Act / Loi sur les sociétés par actions

Ontario Corporation Number
Numéro de la société en Ontario

000038401

AMALGAMATION NUMBER

1929148

Form 8
Business Corporations Act

Formule 8
Loi sur les sociétés par actions

ARTICLES OF ARRANGEMENT
STATUTS D'ARRANGEMENT

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société : (Écrire en LETTRES MAJUSCULES SEULEMENT) :

PROBE MINES LIMITED

2. The new name of the corporation if changed by the arrangement: (Set out in BLOCK CAPITAL LETTERS)
Nouvelle dénomination sociale de la société si elle est modifiée par suite de l'arrangement :
(Écrire en LETTRES MAJUSCULES SEULEMENT)

3. Date of incorporation/amalgamation: / Date de la constitution ou de la fusion :

1933-10-17
Year, Month, Day / année, mois, jour

4. The arrangement has been approved by the shareholders of the corporation in accordance with section 182 of the *Business Corporation Act.* / Les actionnaires de la société ont approuvé l'arrangement conformément à l'article 182 de la *Loi sur les sociétés par actions.*

5. A copy of the arrangement is attached to these articles as Exhibit "A" / Une copie de l'arrangement constitute l'annexe «A».

6. The arrangement was approved by the court on / La cour a approuvé l'arrangement le

2015 - 03 - 12
Year, Month, Day / année, mois, jour

and a certified copy of the Order of the court is attached to these articles as Exhibit "B". / Une copie certifiée conforme de l'ordonnance de la cour constitue l'annexe «B».

7. The terms and conditions to which the scheme is made subject by the Order have been complied with.
Les conditions que l'ordonnance impose au projet d'arrangement ont été respectées.

These articles are signed in duplicate. / Les présents statuts sont signés en double exemplaire.

Probe Mines Limited
Name of Corporation / Dénomination sociale de la société

By/
Par : ______________________ Signature / Signature

David Palmer

President
Description of Office / Fonctions

SCHEDULE A

PLAN OF ARRANGEMENT

UNDER THE BUSINESS CORPORATIONS ACT (ONTARIO)

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 those terms shall have corresponding meanings:

(a) "**Arrangement**" means the arrangement under the provisions of Section 182 of the OBCA, on the terms and conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 8.8 of the Arrangement Agreement or Article 6 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of the Company and the Purchaser, each acting reasonably;

(b) "**Arrangement Agreement**" means the agreement made as of January 19, 2015 between the Company, SpinCo, Subco and the Purchaser, including the schedules thereto, as the same may be supplemented or amended from time to time;

(c) "**Arrangement Resolution**" means the resolution of the Shareholders approving the Arrangement to be considered at the Company Meeting;

(d) "**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement, to be filed with the Director after the Final Order is made;

(e) "**Business Day**" means a day other than a Saturday, a Sunday or any other day on which commercial banking institutions in Vancouver, British Columbia or in Toronto, Ontario are authorized or required by applicable Law to be closed;

(f) "**Canadian Resident**" means a beneficial owner of Common Shares immediately prior to the Effective Time who is a resident of Canada for purposes of the Tax Act and any applicable income tax treaty or convention (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 and any applicable income tax treaty or convention (other than a Tax Exempt Person);

(g) "**Common Shares**" means the common shares without par value in the capital of the Company;

(h) "**Common Share Letter of Transmittal**" means the letter of transmittal to be delivered by the Company to the Shareholders providing for the delivery of Common Shares to the Depositary;

(i) "**Company**" means Probe Mines Limited, a corporation incorporated under the laws of the Province of Ontario;

(j) "**Company Meeting**" means the special meeting of the Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if thought fit, approving the Arrangement Resolution;

(k) "**Consideration**" means the consideration to be received pursuant to the Plan of Arrangement in respect of each Common Share that is issued and outstanding immediately prior to the Effective Time, consisting of (i) 0.1755 of a Purchaser Share and $0.001 in cash; and (ii) 0.3333 of a SpinCo Share;

(l) “**Court**” means the Ontario Superior Court of Justice;

(m) “**CRA**” means the Canada Revenue Agency;

(n) “**Depositary**” means CST Trust Company;

(o) “**Director**” means the director appointed pursuant to Section 278 of the OBCA;

(p) “**Dissent Rights**” has the meaning ascribed thereto in Section 5.1;

(q) “**Dissenting Shares**” means the Common Shares held by Dissenting Shareholders in respect of which such Dissenting Shareholders have given Notice of Dissent;

(r) “**Dissenting Shareholder**” means a registered holder of Common Shares who has duly and validly exercised the Dissent Rights in respect of the Arrangement Resolution in strict compliance with the Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(s) “**Effective Date**” means the date upon which the Arrangement becomes effective as established by the date of issue shown on the certificate giving effect to the Arrangement as issued by the Director pursuant to Section 185(2) of the OBCA;

(t) “**Effective Time**” means 12:01 a.m. (Toronto time) on the Effective Date or such other time as the Company and the Purchaser may agree upon in writing;

(u) “**Eligible Holder**” means: (i) a Canadian Resident, or (ii) an Eligible Non-Resident;

(v) “**Eligible Non-Resident**” means a beneficial owner of 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 any applicable income tax treaty or convention and whose Common Shares are “taxable Canadian property” and not “treaty-protected property”, in each case as defined in the Tax Act;

(w) “**Fair Market Value**” with reference to:

(i) a Purchaser Share means the amount that is the closing price of the Purchaser Shares on the TSX on the last trading day immediately prior to the Effective Date;

(ii) a Common Share means the amount that is the Fair Market Value of a Purchaser Share multiplied by 0.1755;

(iii) a SpinCo Share means the amount determined by subtracting the Fair Market Value of a Common Share from the closing price of the Common Shares on the TSX Venture Exchange on the last trading day immediately before the Effective Date and dividing the difference by 0.3333;

(x) “**Final Order**” means the order of the Court approving the Arrangement, in a form acceptable to the Company and Purchaser, each acting reasonably, granted pursuant to Section 182 of the OBCA, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of the Company, SpinCo and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment is acceptable to the Company, SpinCo and the Purchaser, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;

(y) "**Former Company Shareholders**" means the holders of Common Shares immediately prior to the Effective Time;

(z) "**Governmental Authority**" means any multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body (including any stock exchange) exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing;

(aa) "**holder**", when used with reference to any securities of the Company, means the holder of such securities shown from time to time in the central securities register maintained by or on behalf of the Company in respect of such securities;

(bb) "**In-The-Money Amount**" in respect of a stock option means the amount, if any, by which the aggregate Fair Market Value at that time of the securities subject to the option exceeds the aggregate exercise price of the option;

(cc) "**Interim Order**" means the interim order of the Court to be issued following the application therefor contemplated by Section 2.2(b) of the Arrangement Agreement, after being informed of the intention to rely upon the exemption from registration under Section 3(a)(10) of the U.S. Securities Act with respect to the Purchaser Shares, SpinCo Shares, SpinCo Options and Purchaser Replacement Options issued pursuant to the Arrangement, in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both the Company and the Purchaser, each acting reasonably;

(dd) "**Loan**" has the meaning ascribed thereto in Section 3.1(a)(iv);

(ee) "**Loan Amount**" means up to $15,000,000;

(ff) "**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;

(gg) "**May 2013 Warrantholder**" means a holder of one or more May 2013 Warrants;

(hh) "**May 2013 Warrants**" means the common share purchase warrants of the Company issued in May 2013, each currently exercisable to purchase one Common Share at a price of $2.10 until May 28, 2015;

(ii) "**Notice of Dissent**" means a notice of dissent duly and validly given by a registered holder of Common Shares exercising Dissent Rights as contemplated in the Interim Order and as described in Article 4;

(jj) "**OBCA**" means the *Business Corporations Act* (Ontario) including all regulations made thereunder;

(kk) "**Option**" means an option to acquire a Common Share granted pursuant to the Stock Option Plan which are outstanding and unexercised, whether or not vested;

(ll) "**Optionholder**" means a holder of one or more Options;

(mm) "**Plan of Arrangement**" means this plan of arrangement, including any appendices hereto, and any amendments, modifications or supplements hereto made from time to time in accordance with the terms hereof or made at the direction of the Court in the Final Order, with the consent of the Company and the Purchaser, each acting reasonably;

(nn) "**Probe Replacement Option**" means an option to purchase from the Company a Common Share. Each Probe Replacement Option shall provide for an exercise price per Probe Replacement Option (rounded up to the nearest whole cent) equal to the exercise price per Common Share that would otherwise be payable to acquire a Common Share pursuant to the Option it replaces less the exercise price under the SpinCo Option. All terms and conditions of a Probe Replacement Option, including the term to expiry, conditions to and manner of exercising, will be the same as the Option for which it was exchanged, and shall be governed by the terms of the Stock Option Plan and any document evidencing an Option shall thereafter evidence and be deemed to evidence such Probe Replacement Option

(oo) "**Purchaser**" means Goldcorp Inc.;

(pp) "**Purchaser Replacement Option**" means an option to purchase from the Purchaser 0.1755 of a Purchaser Share. Each Purchaser Replacement Option shall provide for an exercise price per Purchaser Replacement Option (rounded up to the nearest whole cent) equal to the exercise price per Common Share that would otherwise be payable to acquire a Common Share pursuant to the Probe Replacement Option it replaces. All terms and conditions of a Purchaser Replacement Option, including the term to expiry, conditions to and manner of exercising, will be the same as the Probe Replacement Option for which it was exchanged, and shall be governed by the terms of the Stock Option Plan and any document evidencing a Probe Replacement Option shall thereafter evidence and be deemed to evidence such Purchaser Replacement Option;

(qq) "**Purchaser Shares**" means common shares in the capital of the Purchaser;

(rr) "**Section 85 Election**" shall have the meaning ascribed thereto in subsection 3.2(c) hereof;

(ss) "**Shareholder**" means a holder of one or more Common Shares;

(tt) "**SpinCo**" means Probe Metals Inc., formerly known as 2450260 Ontario Inc.;

(uu) "**SpinCo Assets**" has the meaning set forth in the Arrangement Agreement;

(vv) "**SpinCo Liabilities**" means means all of the liabilities of the Company, contingent or otherwise, which pertain to, or arise in connection with the operation of, the SpinCo Assets;

(ww) "**SpinCo Option**" means an option to purchase 0.3333 of a SpinCo Share at an exercise price determined by the following formula:

$$\frac{\text{original exercise price x (Fair Market Value of a SpinCo Share x 0.3333)}}{\text{(Fair Market Value of a Common Share + (Fair Market Value of a SpinCo Share x 0.3333))}}$$

(xx) "**SpinCo Option Plan**" means a stock option plan to be adopted at the Company Meeting for the issuance of SpinCo Options and other options to purchase SpinCo Shares in form and substance satisfactory to the Company, SpinCo and the Purchaser, acting reasonably, and in compliance with all applicable Laws;

(yy) "**SpinCo Shares**" means the common shares of SpinCo to be issued as part of the Consideration pursuant to this Plan of Arrangement

(zz) "**Subco**" means 2426854 Ontario Inc., a wholly-owned subsidiary of the Purchaser;

(aaa) "**Stock Option Plan**" means the Incentive Stock Option Plan of the Company initially approved by Shareholders on October 9, 2008, as amended;

(bbb) "**Tax Act**" means the *Income Tax Act* (Canada) including all regulations thereunder;

(ccc) "**Tax Exempt Person**" means a person who is exempt from tax under Part I of the Tax Act;

(ddd) "**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended and the rules and regulations promulgated thereunder; and

(eee) "**U.S. Tax Code**" means the United States *Internal Revenue Code of 1986*, as amended; and

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 OBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the OBCA unless the context otherwise 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 shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article", "Section" or "paragraph" followed by a number and/or a letter refer to the specified Article, Section or paragraph of this Plan of Arrangement.

1.3 Number

In this Plan of Arrangement, unless the context otherwise requires, words used herein importing the singular include the plural and *vice versa*.

1.4 Date of Any Action

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

1.5 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in any letter of transmittal contemplated herein are local time (Vancouver, British Columbia) unless otherwise stipulated herein or therein.

1.6 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

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, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

2.2 Binding Effect

This Plan of Arrangement will become effective at the Effective Time and shall be binding upon the Purchaser, the Company, Subco, SpinCo, the Shareholders, the Optionholders and the May 2013 Warrantholders.

ARTICLE 3
ARRANGEMENT

3.1 The Arrangement

Commencing 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 effective as at one minute intervals starting at the Effective Time, without any further authorization, act or formality of or by the Company, the Purchaser or any other person:

(a) At the Effective Time:

(i) each 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 the Purchaser and the Purchaser 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 the Company as a holder of Common Shares and the Purchaser shall be recorded as the registered holder of the Common Shares so transferred and shall be deemed to be the legal owner of such Common Shares;

(ii) the SpinCo Option Plan will come into force;

(iii) the Company shall assign and transfer to SpinCo and SpinCo shall accept the SpinCo Assets and SpinCo Liabilities, on the terms and conditions set out in the SpinCo Conveyance Agreement and, as consideration therefor, SpinCo shall issue to the Company 100 fully-paid and non-assessable SpinCo Shares and the Company and SpinCo shall file an election under section 85 of the Tax Act as specified in the Arrangement Agreement;

(iv) the Purchaser will lend (the "**Loan**") to the Company an amount of cash equal to the Loan Amount by way of a non-interest bearing demand promissory note;

(v) the Company will subscribe for 100 additional SpinCo Shares for aggregate consideration of $15,000,000 utilizing the proceeds of the Loan to do so;

(vi) the issued and outstanding SpinCo Shares shall be subdivided so that the number of outstanding SpinCo Shares is equal one third of to the number of outstanding Common Shares;

(vii) the Company will resolve to distribute the SpinCo Shares to the Former Company Shareholders on a return of share capital pursuant to a reorganization of the Company's business and a distribution of proceeds from a disposition of the Company's property outside the ordinary course of the Company's business;

(viii) each Option will be exchanged for a Probe Replacement Option and a SpinCo Option. The term to expiry, conditions to and manner of exercising a Probe Replacement Option or a SpinCo Option, will be the same as the Option for which it is exchanged. All other terms and conditions of the Probe Replacement Options and the SpinCo Options shall be governed by the terms of the Stock Option Plan and the SpinCo Option Plan, respectively, and any document evidencing an Option shall thereafter evidence and be deemed to evidence such Probe Replacement Option or SpinCo Option, as the case may be. It is intended that subsection 7(1.4) of the Tax Act apply to such exchange of options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a Probe Replacement Option or a SpinCo Option, as the case may be, will be increased such that the aggregate In The Money Amount of the Probe Replacement Option and the In The Money Amount of the SpinCo Option immediately after the exchange does not exceed the In The Money Amount of the Option immediately before the exchange;

(ix) the SpinCo Shares shall be distributed by the Company to the Former Company Shareholders on a return of share capital pursuant to a reorganization of the Company's business and a distribution of proceeds from a disposition of the Company's property outside the ordinary course of the Company's business;

(x) each outstanding Common Share (other than Common Shares held by the Purchaser or any affiliate thereof) will, without further act or formality by or on behalf of a holder of Common Shares, be irrevocably assigned and transferred by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for 0.1755 of a Purchaser Share and $0.001 in cash for each Common Share held, and

A. the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the right to receive 0.1755 of a Purchaser Share and $0.001 in cash per Common Share in accordance with this Plan of Arrangement;

B. such holders' name shall be removed from the register of the Common Shares maintained by or on behalf of the Company; and

C. the Purchaser shall be deemed to be the transferee and the legal and beneficial holder of such Common Shares (free and clear of all Liens) and shall be entered as the registered holder of such Common Shares in the register of the Common Shares maintained by or on behalf of the Company.

(xi) each Probe Replacement Option shall be exchanged for an option (each, a "Purchaser Replacement Option") to purchase from the Purchaser 0.1755 of a Purchaser Share (and when aggregated with the other similar Purchaser Replacement Options of a holder of such options resulting in a fraction of a Purchaser Share, they shall be rounded down to the nearest whole number of Purchaser Shares). Such Purchaser Replacement Option shall provide for an exercise price per Purchaser Replacement Option (rounded up to the nearest whole cent) equal to the exercise price per Common Share that would otherwise be payable pursuant to the Probe Replacement Option it replaces. All terms and conditions of a Purchaser Replacement Option, including the term to expiry, conditions to and manner of exercising, will be the same as the Probe Replacement Option for which it was exchanged, and shall be governed by the terms of the Stock Option Plan and any document evidencing a Probe Replacement Option shall thereafter evidence and be deemed to evidence such Purchaser Replacement Option. It is intended that subsection 7(1.4) of Tax Act apply to such exchange of options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a Purchaser Replacement Option will be increased such that the In-The-Money Amount of the Purchaser Replacement Option immediately after the exchange does not exceed the In-The-Money Amount of the Probe Replacement Option immediately before the exchange;

(xii) each Common Share held by the Purchaser shall be transferred to Subco in consideration of the issue by Subco to the Purchaser of one common share of Subco for each Common Share so transferred, and the amount added to the stated capital of the Subco common shares will be equal to the paid up capital (as such term is defined in the Tax Act) of the Common Shares so transferred;

(xiii) the stated capital in respect of the Common Shares shall be reduced to $1.00 without any repayment of capital in respect thereof;

(xiv) the Company will file an election with the CRA to cease to be a public corporation for the purposes of the Tax Act;

(xv) the Company and Subco shall amalgamate to form one corporate entity ("Amalco") with the same effect as if they had amalgamated under Section 177 of the OBCA, except that the legal existence of Subco shall survive;

(xvi) without limiting the generality of subsection 3.1(a)(xv), the Company shall cease to exist without being liquidated or wound up and the Company and Subco shall continue as one company and the property of the Company shall become the property of Amalco;

(xvii) from and after the Effective Date,:

(a) Amalco will own and hold all property of the Company 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 the Company 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;

(b) Amalco will continue to be liable for all of the liabilities and obligations of the Company and Subco;

(c) all rights, contracts, permits and interests of the Company and Subco will continue as rights, contracts, permits and interests of Amalco as if the Company and Subco continued and, for greater certainty, the amalgamation will not constitute a transfer or assignment of the rights or obligations of either of the Company or Subco under any such rights, contracts, permits and interests;

(d) any existing cause of action, claim or liability to prosecution will be unaffected;

(e) a civil, criminal or administrative action or proceeding pending by or against either Subco or the Company may be continued by or against Amalco;

(f) a conviction against, or ruling, order or judgment in favour of or against either the Company or Subco may be enforced by or against Amalco;

(g) the Purchaser 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 Common Shares will be cancelled without any repayment of capital in respect thereof;

(h) the name of Amalco shall be "Probe Mines Limited";

(i) the registered office of Amalco shall be located in the City of Toronto in the Province of Ontario, and the address of the first registered office of Amalco shall be Scotia Plaza, 40 King Street West, Suite 2100, Toronto ON M5H 3C2;

(j) Amalco shall be authorized to issue an unlimited number of common shares;

(k) the rights privileges, restrictions and conditions attaching to the common shares shall be as follows:

Not Applicable

(l) subject to the provisions of the OBCA, no share of Amalco may be transferred after the Effective Time unless its transfer complies with the restriction on the transfer of securities set out in paragraph (r) below;

(m) 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;

(n) the board of directors of Amalco shall, until otherwise changed in accordance with the OBCA, consist of a minimum number of one (1) director and a maximum number of ten (10) directors;

(o) the first directors of Amalco shall be the persons whose names and addresses appear below:

Name	Address for Service	Resident Canadian
Mark Ruus	Park Place, 666 Burrard Street Suite 3400 Vancouver, BC V6C 2X8	Yes
Lindsay A. Hall	Park Place, 666 Burrard Street Suite 3400 Vancouver, BC V6C 2X8	Yes

(p) there shall be no restrictions on the business which Amalco is authorized to carry on or on the powers which Amalco may exercise;

(q) the by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Subco; and

(r) Without in any way restricting the powers conferred upon the Corporation or its board of directors by the Business Corporations Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

(i) borrow money upon the credit of the Corporation;

(ii) issue, re-issue, sell or pledge debt obligations of the Corporation;

(iii) subject to the provisions of the Business Corporations Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and

(iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

(s) The board of directors may from time to time delegate to a director, a committee of directors or an officer of the Corporation any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

(t) No securities of the Corporation, other than non-convertible debt securities, shall be transferred without either:

(a) the approval of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or

(b) the approval of the holders of shares of the Corporation carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of a majority of such shares.

(xviii) the exchanges and cancellations provided for in this Section 3.1 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.

3.2 Post Effective Time Procedures

(a) Following the receipt of the Final Order and prior to the Effective Date, the Purchaser and SpinCo shall deliver or arrange to be delivered to the Depositary certificates representing the Purchaser Shares and the SpinCo Shares required to be issued to Former Company Shareholders and the Purchaser shall deliver to the Depositary the requisite cash required to be paid to Former Company Shareholders, in accordance with the provisions of Section 3.1(a) hereof, which certificates and cash shall be held by the Depositary as agent and nominee for such Former Company Shareholders for distribution to such Former Company Shareholders 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 Common Share Letter of Transmittal by a registered Former Company Shareholder together with certificates representing Common Shares and such other documents as the Depositary may require, Former Company Shareholders shall be entitled to receive delivery of the certificates representing the Purchaser Shares and SpinCo Shares and a cheque representing the net cash payment to which they are entitled pursuant to Section 3.1(a) hereof.

(c) An Eligible Holder whose Common Shares are exchanged for the Purchaser Shares and cash 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 the Purchaser). 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 Company Shareholder 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. The Purchaser 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 Company Shareholder for filing with the CRA (or the applicable provincial tax authority). Neither the Company, the Purchaser 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, the Purchaser 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 Common Share Letter of Transmittal in which an Eligible Holder has indicated that the Eligible Holder intends to make a Section 85 Election, the Purchaser 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.

3.3 No Fractional Shares

In no event shall any holder of Common Shares be entitled to a fractional Purchaser Share or a fractional SpinCo Share. Where the aggregate number of Purchaser Shares to be issued to a person as consideration under or as a result of this Arrangement would result in a fraction of a Purchaser Share being issuable, the number of Purchaser Shares to be received by such securityholder shall be rounded down to the nearest whole Purchaser Share and no person will be entitled to any compensation in respect of a fractional Purchaser Share. In addition, where the aggregate number of SpinCo Shares to be issued to a person as consideration under or as a result of this Arrangement would result in a fraction of a SpinCo Share being issuable, the number of SpinCo Shares to be received by such securityholder shall be rounded down to the nearest whole SpinCo Share and no person will be entitled to any compensation in respect of a fractional SpinCo Share.

3.4 No Fractional Cash Consideration

Any cash consideration owing to a Former Company Shareholder shall be rounded up to the next whole cent.

3.5 U.S. Tax Matters

The Arrangement is intended to qualify as a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(2)(D)) of the Code and this Plan of Agreement and the Arrangement Agreement are intended to be a "plan of reorganization" within the meaning of the Treasury Regulations promulgated under Section 368 of the Code for purposes of Sections 354 and 361 of the Code.

ARTICLE 4
MAY 2013 WARRANTS

4.1 May 2013 Warrants

In accordance with the terms of the May 2013 Warrants, each May 2013 Warrantholder shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's May 2013 Warrant, in lieu of Common Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Purchaser Shares, cash and SpinCo Shares which the holder would have been entitled to receive as a result of the transactions contemplated by this Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Common Shares to which such holder would have been entitled if such holder had exercised such holder's May 2013 Warrants immediately prior to the Effective Time. Each May 2013 Warrant shall continue to be governed by and be subject to the terms of the applicable May 2013 Warrant certificate, subject to any supplemental exercise documents issued by the Purchaser and SpinCo (as they mutually agree, each acting reasonably) to holders of May 2013 Warrants to facilitate the exercise of the May 2013 Warrants and the payment of the corresponding portion of the exercise price with each them.

4.2 Exercise of May 2013 Warrants Post-Effective Time

Upon any valid exercise of a May 2013 Warrant after the Effective Time, the Purchaser shall issue the necessary number of Purchaser Shares, and shall pay the requisite amount of cash and SpinCo shall issue the necessary number of SpinCo Shares, necessary to settle such exercise, provided that Purchaser or SpinCo, as applicable, has received the portion of the May 2013 Warrant exercise price such that the May 2013 Warrant exercise price is divided between the Purchaser and SpinCo as follows:

(a) the Purchaser shall receive a portion of the exercise price equal to the original exercise price of the May 2013 Warrant less the exercise price payable to SpinCo as determined in accordance with 4.2(b) below; and

(b) SpinCo shall receive a portion of the exercise price determined in accordance with the following formula:

$$\frac{\text{original exercise price x (Fair Market Value of a SpinCo Share x 0.3333)}}{\text{(Fair Market Value of a Common Share + (Fair Market Value of a SpinCo Share x 0.3333))}}$$

ARTICLE 5
DISSENT RIGHTS

5.1 Rights of Dissent

Pursuant to the Interim Order, each registered Shareholder may exercise rights of dissent ("**Dissent Rights**") under Section 185 of the OBCA as modified by this ARTICLE 5 as the same may be modified by the Interim Order or the Final Order in respect of the Arrangement, provided that the written objection to the Arrangement Resolution contemplated by Section 185 of the OBCA must be sent to and received by the Company at least two days before the Company Meeting. Shareholders who duly exercise such rights of dissent and who:

(a) are ultimately determined to be entitled to be paid fair value from the Purchaser, for the Dissenting Shares in respect of which they have exercised Dissent Rights, will be deemed to have irrevocably transferred such Dissenting Shares to the Purchaser 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 fair value for the Dissenting 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 Shareholder who has not exercised Dissent Rights;

but in no case will the Company, SpinCo, Amalco or the Purchaser or any other person be required to recognize such holders as holders of Common Shares after the completion of the steps set forth in Section 3.1(a), and each Dissenting Shareholder will cease to be entitled to the rights of a Shareholder in respect of the Common Shares in relation to which such Dissenting Shareholder has exercised Dissent Rights and the central securities register of the Company will be amended to reflect that such former holder is no longer the holder of such Common Shares as and from the completion of the steps in Section 3.1(a)

ARTICLE 6
CERTIFICATES AND PAYMENTS

6.1 Payment of Consideration

(a) As soon as practicable following the later of the Effective Date and the surrender to the Depositary for cancellation of a certificate that immediately prior to the Effective Time represented outstanding Common Shares that were transferred under Section 3.1(a), together with a duly completed Common Share Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require and such other documents and instruments as would have been required to effect such transfer under the OBCA, the *Securities Transfer Act* (Ontario) and the articles of the Company after giving effect to Section 3.1(a) the former holder of such Common Shares shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, or make available for pick up at its offices during normal business hours, a certificate representing the Purchaser Shares and a certificate representing the SpinCo Shares and a cheque representing the net cash payment that such holder is entitled to receive in accordance with Section 3.1(a) hereof, less any amounts withheld pursuant to Section 6.4.

(b) Subject to Section 6.3, until surrendered as contemplated by this Section 5.1, each certificate which immediately prior to the Effective Time represented Common Shares will be deemed after the time described in Sections 3.1(a) to represent only the right to receive from the Depositary upon such surrender a certificate representing the Purchaser Shares and a certificate representing the SpinCo Shares and a cash payment that the holder of such certificate is entitled to receive in accordance with Section 3.1 hereof, less any amounts withheld pursuant to Section 6.4

(c) The Company and the Purchaser will cause the Depositary, as soon as a Former Company Shareholder becomes entitled to the Consideration in accordance with Section 3.1(a), to:

(i) forward or cause to be forwarded by first class mail (postage paid) to such former holder at the address specified in the Common Share Letter of Transmittal;

(ii) if requested by such former holder in the Common Share Letter of Transmittal make available at the offices of the Depositary specified in the Common Share Letter of Transmittal; or

(iii) if the Common Share Letter of Transmittal neither specifies an address as described in Section 6.1(c)(i) nor contains a request as described in Section 6.1(c)(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 the Company immediately prior to the Effective Time;

a certificate representing the Purchaser Shares and certificate representing the SpinCo Shares and a cheque representing the net cash payment payable to such Former Company Shareholder in accordance with the provisions hereof.

(d) No holder of Common Shares, Options, SpinCo Options or May 2013 Warrants, shall be entitled to receive any consideration or entitlement with respect to such Common Shares, Options, SpinCo Options or May 2013 Warrants, other than any consideration or entitlement to which such holder is entitled to receive in accordance with Section 3.1, this Section 6.1 and the other terms of this Plan of Arrangement and, for greater certainty, no such holder with be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends.

6.2 Loss of Certificates

In the event any certificate which immediately prior to the Effective Time represented any outstanding Common Shares that were acquired by the Purchaser or the Company pursuant to Section 3.1 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such Common Shares, the Depositary will deliver to such person or make available for pick up at its offices in exchange for such lost, stolen or destroyed certificate, a certificate representing the Purchaser Shares and a certificate representing the SpinCo Shares and a cheque representing the cash consideration which the former holder of such Common Shares is entitled to receive pursuant to Section 3.1 hereof in accordance with such holder's Common Share Letter of Transmittal. When authorizing such payment in relation to any lost, stolen or destroyed certificate, the former holder of such Common Shares will, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Company, SpinCo, the Purchaser and the Depositary in such sum as the Purchaser and SpinCo may direct or otherwise indemnify the Company, SpinCo and the Purchaser in a manner satisfactory to the Company, SpinCo and the Purchaser against any claim that may be made against the Company, SpinCo or the Purchaser with respect to the certificate alleged to have been lost, stolen or destroyed.

6.3 Extinction of Rights

If any Former Company Shareholder fails to deliver to the Depositary the certificates, documents or instruments required to be delivered to the Depositary under Section 6.1 or Section 6.2 in order for such Former Company Shareholder to receive the Consideration which such former holder is entitled to receive pursuant to Section 3.1, on or before the sixth anniversary of the Effective Date, on the sixth anniversary of the Effective Date (i) such former holder will be deemed to have donated and forfeited to the Purchaser or SpinCo or their respective successors, any Consideration held by the Depositary in trust for such former holder to which such former holder is entitled and (ii) any certificate representing Common Shares formerly held by such former holder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to the Purchaser or SpinCo, as applicable, and will be cancelled. None of the Company, SpinCo or the Purchaser, or any of their respective successors, will be liable to any person in respect of any Consideration (including any consideration previously held by the Depositary in trust for any such former holder) which is forfeited to the Company, SpinCo or the Purchaser or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

6.4 Withholding Rights

Any of the Parties or the Depositary will be entitled to deduct and withhold from any consideration otherwise payable to any Shareholder (for greater certainty, including the distribution of SpinCo Shares) under this Plan of Arrangement (including any payment to Dissenting Shareholders) such amounts as the Company, SpinCo, the Purchaser or the Depositary is required to deduct and withhold 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 the Company, SpinCo, the Purchaser 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 the Company, SpinCo, the Purchaser or the Depositary, as the case may be.

6.5 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

6.6 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Common Shares, May 2013 Warrants, SpinCo Options and Options issued prior to the Effective Time, (b) the rights and obligations of the Shareholders, the Company, SpinCo, the Purchaser, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Common Shares, May 2013 Warrants, SpinCo

Options and Options shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 7
AMENDMENTS

7.1 Amendments to Plan of Arrangement

(a) The Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Parties, each acting reasonably, (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Parties at any time prior to the Company Meeting (provided that the Purchaser and the Company 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 Company 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 Company Meeting shall be effective only if (i) it is consented to in writing by each of the Parties (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Shareholders 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 the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, 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 Former Company Shareholder.

ARTICLE 8
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 the Company, SpinCo and the Purchaser 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.

SCHEDULE B

Court File No. CV-15-10856-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 12th DAY
JUSTICE NEWBOULD	)	
	)	OF MARCH, 2015

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, B.16, AS AMENDED, AND RULES 14.05(2) AND 14.05(3) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING PROBE MINES LIMITED, GOLDCORP INC., 2426854 ONTARIO INC., AND PROBE METALS INC.

PROBE MINES LIMITED

Applicant

ORDER

THIS APPLICATION made by Probe Mines Limited ("**Probe**") for an order approving an arrangement under section 182 of the *Business Corporations Act,* R.S.O. 1990, c. B16, as amended (the "**OBCA**") was heard this day at 330 University Avenue, Toronto, Ontario, in the presence of counsel for Probe and counsel for Goldcorp Inc. ("**Goldcorp**").

ON READING the Notice of Application, the Affidavit of Jamie Sokalsky, sworn February 5, 2015, and the exhibits thereto and the Supplementary Affidavit of Jamie Sokalsky sworn March 11, 2015 (the "**Supplementary Affidavit**") and the exhibits thereto, all filed, and on hearing the submissions of counsel for Probe and counsel for Goldcorp and being advised that Probe, Goldcorp, and Probe Metals Inc. ("**New Probe**") intend to rely on this Order as a basis of a claim to an exemption pursuant to section 3(a)(10) of the United States *Securities Act of 1933,* as amended (the "**US Securities Act**"), from the registration requirements otherwise imposed by the US Securities Act regarding distribution of securities of Probe, Goldcorp and New Probe pursuant to the Arrangement, and no one appearing for any other interested party, although notice was given,

AND UPON BEING SATISFIED that, (i) the special meeting of Shareholders was called, held and conducted in accordance with the terms of the Interim Order, (ii) the Shareholders approved the Arrangement in accordance with terms of the Interim Order, and (iii) the terms and conditions of the Arrangement set forth in the Plan of Arrangement, attached hereto as Schedule "A", are substantively and procedurally fair and reasonable to the persons affected,

1. **THIS COURT ORDERS** that all capitalized terms not defined in this Order shall have the meanings ascribed thereto in the management proxy circular of Probe (the "**Circular**") which was attached as Exhibit "B" to the Supplementary Affidavit.

2. **THIS COURT ORDERS** that the Arrangement is approved pursuant to section 182 of the OBCA and will, in the event of and subject to the filing by Probe of Articles of Arrangement and the issuance of a Certificate of Arrangement pursuant to the OBCA, be effective in accordance with its terms.

3. **THIS COURT ORDERS** that Probe is entitled at any time to seek leave to vary this Order, to seek the advice and direction of this Court with respect to this Order and to apply for further orders as may be appropriate.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

MAR 12 2015

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SCHEDULE "A"

PLAN OF ARRANGEMENT

UNDER THE BUSINESS CORPORATIONS ACT (ONTARIO)

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 those terms shall have corresponding meanings:

(a) "**Arrangement**" means the arrangement under the provisions of Section 182 of the OBCA, on the terms and conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 8.8 of the Arrangement Agreement or Article 6 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of the Company and the Purchaser, each acting reasonably;

(b) "**Arrangement Agreement**" means the agreement made as of January 19, 2015 between the Company, SpinCo, Subco and the Purchaser, including the schedules thereto, as the same may be supplemented or amended from time to time;

(c) "**Arrangement Resolution**" means the resolution of the Shareholders approving the Arrangement to be considered at the Company Meeting;

(d) "**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement, to be filed with the Director after the Final Order is made;

(e) "**Business Day**" means a day other than a Saturday, a Sunday or any other day on which commercial banking institutions in Vancouver, British Columbia or in Toronto, Ontario are authorized or required by applicable Law to be closed;

(f) "**Canadian Resident**" means a beneficial owner of Common Shares immediately prior to the Effective Time who is a resident of Canada for purposes of the Tax Act and any applicable income tax treaty or convention (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 and any applicable income tax treaty or convention (other than a Tax Exempt Person);

(g) "**Common Shares**" means the common shares without par value in the capital of the Company;

(h) "**Common Share Letter of Transmittal**" means the letter of transmittal to be delivered by the Company to the Shareholders providing for the delivery of Common Shares to the Depositary;

(i) "**Company**" means Probe Mines Limited, a corporation incorporated under the laws of the Province of Ontario;

(j) "**Company Meeting**" means the special meeting of the Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if thought fit, approving the Arrangement Resolution;

(k) "**Consideration**" means the consideration to be received pursuant to the Plan of Arrangement in respect of each Common Share that is issued and outstanding immediately prior to the Effective Time, consisting of (i) 0.1755 of a Purchaser Share and $0.001 in cash; and (ii) 0.3333 of a SpinCo Share;

(l) "**Court**" means the Ontario Superior Court of Justice;

(m) "**CRA**" means the Canada Revenue Agency;

(n) "**Depositary**" means CST Trust Company;

(o) "**Director**" means the director appointed pursuant to Section 278 of the OBCA;

(p) "**Dissent Rights**" has the meaning ascribed thereto in Section 5.1;

(q) "**Dissenting Shares**" means the Common Shares held by Dissenting Shareholders in respect of which such Dissenting Shareholders have given Notice of Dissent;

(r) "**Dissenting Shareholder**" means a registered holder of Common Shares who has duly and validly exercised the Dissent Rights in respect of the Arrangement Resolution in strict compliance with the Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(s) "**Effective Date**" means the date upon which the Arrangement becomes effective as established by the date of issue shown on the certificate giving effect to the Arrangement as issued by the Director pursuant to Section 185(2) of the OBCA;

(t) "**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date or such other time as the Company and the Purchaser may agree upon in writing;

(u) "**Eligible Holder**" means: (i) a Canadian Resident, or (ii) an Eligible Non-Resident;

(v) "**Eligible Non-Resident**" means a beneficial owner of 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 any applicable income tax treaty or convention and whose Common Shares are "taxable Canadian property" and not "treaty-protected property", in each case as defined in the Tax Act;

(w) "**Fair Market Value**" with reference to:

(i) a Purchaser Share means the amount that is the closing price of the Purchaser Shares on the TSX on the last trading day immediately prior to the Effective Date;

(ii) a Common Share means the amount that is the Fair Market Value of a Purchaser Share multiplied by 0.1755;

(iii) a SpinCo Share means the amount determined by subtracting the Fair Market Value of a Common Share from the closing price of the Common Shares on the TSX Venture Exchange on the last trading day immediately before the Effective Date and dividing the difference by 0.3333;

(x) "**Final Order**" means the order of the Court approving the Arrangement, in a form acceptable to the Company and Purchaser, each acting reasonably, granted pursuant to Section 182 of the OBCA, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of the Company, SpinCo and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment is acceptable to the Company, SpinCo and the Purchaser, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;

(y) "**Former Company Shareholders**" means the holders of Common Shares immediately prior to the Effective Time;

(z) "**Governmental Authority**" means any multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body (including any stock exchange) exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing;

(aa) "**holder**", when used with reference to any securities of the Company, means the holder of such securities shown from time to time in the central securities register maintained by or on behalf of the Company in respect of such securities;

(bb) **"In-The-Money Amount"** in respect of a stock option means the amount, if any, by which the aggregate Fair Market Value at that time of the securities subject to the option exceeds the aggregate exercise price of the option;

(cc) "**Interim Order**" means the interim order of the Court to be issued following the application therefor contemplated by Section 2.2(b) of the Arrangement Agreement, after being informed of the intention to rely upon the exemption from registration under Section 3(a)(10) of the U.S. Securities Act with respect to the Purchaser Shares, SpinCo Shares, SpinCo Options and Purchaser Replacement Options issued pursuant to the Arrangement, in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both the Company and the Purchaser, each acting reasonably;

(dd) "**Loan**" has the meaning ascribed thereto in Section 3.1(a)(iv);

(ee) "**Loan Amount**" means up to $15,000,000;

(ff) "**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;

(gg) "**May 2013 Warrantholder**" means a holder of one or more May 2013 Warrants;

(hh) "**May 2013 Warrants**" means the common share purchase warrants of the Company issued in May 2013, each currently exercisable to purchase one Common Share at a price of $2.10 until May 28, 2015;

(ii) "**Notice of Dissent**" means a notice of dissent duly and validly given by a registered holder of Common Shares exercising Dissent Rights as contemplated in the Interim Order and as described in Article 4;

(jj) "**OBCA**" means the *Business Corporations Act* (Ontario) including all regulations made thereunder;

(kk) "**Option**" means an option to acquire a Common Share granted pursuant to the Stock Option Plan which are outstanding and unexercised, whether or not vested;

(ll) "**Optionholder**" means a holder of one or more Options;

(mm) "**Plan of Arrangement**" means this plan of arrangement, including any appendices hereto, and any amendments, modifications or supplements hereto made from time to time in accordance with the terms hereof or made at the direction of the Court in the Final Order, with the consent of the Company and the Purchaser, each acting reasonably;

(nn) **"Probe Replacement Option"** means an option to purchase from the Company a Common Share. Each Probe Replacement Option shall provide for an exercise price per Probe Replacement Option (rounded up to the nearest whole cent) equal to the exercise price per Common Share that would otherwise be payable to acquire a Common Share pursuant to the Option it replaces less the exercise price under the SpinCo Option. All terms and conditions of a Probe Replacement Option, including the term to expiry, conditions to and manner of exercising, will be the same as the Option for which it was exchanged, and shall be governed by the terms of the Stock Option Plan and any document evidencing an Option shall thereafter evidence and be deemed to evidence such Probe Replacement Option

(oo) **"Purchaser"** means Goldcorp Inc.;

(pp) **"Purchaser Replacement Option"** means an option to purchase from the Purchaser 0.1755 of a Purchaser Share. Each Purchaser Replacement Option shall provide for an exercise price per Purchaser Replacement Option (rounded up to the nearest whole cent) equal to the exercise price per Common Share that would otherwise be payable to acquire a Common Share pursuant to the Probe Replacement Option it replaces. All terms and conditions of a Purchaser Replacement Option, including the term to expiry, conditions to and manner of exercising, will be the same as the Probe Replacement Option for which it was exchanged, and shall be governed by the terms of the Stock Option Plan and any document evidencing a Probe Replacement Option shall thereafter evidence and be deemed to evidence such Purchaser Replacement Option;

(qq) **"Purchaser Shares"** means common shares in the capital of the Purchaser;

(rr) **"Section 85 Election"** shall have the meaning ascribed thereto in subsection 3.2(c) hereof;

(ss) **"Shareholder"** means a holder of one or more Common Shares;

(tt) **"SpinCo"** means Probe Metals Inc., formerly known as 2450260 Ontario Inc.;

(uu) **"SpinCo Assets"** has the meaning set forth in the Arrangement Agreement;

(vv) **"SpinCo Liabilities"** means means all of the liabilities of the Company, contingent or otherwise, which pertain to, or arise in connection with the operation of, the SpinCo Assets;

(ww) **"SpinCo Option"** means an option to purchase 0.3333 of a SpinCo Share at an exercise price determined by the following formula:

$$\frac{\text{original exercise price x (Fair Market Value of a SpinCo Share x 0.3333)}}{\text{(Fair Market Value of a Common Share + (Fair Market Value of a SpinCo Share x 0.3333))}}$$

(xx) **"SpinCo Option Plan"** means a stock option plan to be adopted at the Company Meeting for the issuance of SpinCo Options and other options to purchase SpinCo Shares in form and substance satisfactory to the Company, SpinCo and the Purchaser, acting reasonably, and in compliance with all applicable Laws;

(yy) **"SpinCo Shares"** means the common shares of SpinCo to be issued as part of the Consideration pursuant to this Plan of Arrangement

(zz) **"Subco"** means 2426854 Ontario Inc., a wholly-owned subsidiary of the Purchaser;

(aaa) **"Stock Option Plan"** means the Incentive Stock Option Plan of the Company initially approved by Shareholders on October 9, 2008, as amended;

(bbb) "**Tax Act**" means the *Income Tax Act* (Canada) including all regulations thereunder;

(ccc) "**Tax Exempt Person**" means a person who is exempt from tax under Part I of the Tax Act;

(ddd) "**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended and the rules and regulations promulgated thereunder; and

(eee) "**U.S. Tax Code**" means the United States *Internal Revenue Code of 1986*, as amended; and

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 OBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the OBCA unless the context otherwise 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 shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article", "Section" or "paragraph" followed by a number and/or a letter refer to the specified Article, Section or paragraph of this Plan of Arrangement.

1.3 Number

In this Plan of Arrangement, unless the context otherwise requires, words used herein importing the singular include the plural and *vice versa*.

1.4 Date of Any Action

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

1.5 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in any letter of transmittal contemplated herein are local time (Vancouver, British Columbia) unless otherwise stipulated herein or therein.

1.6 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

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, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

2.2 Binding Effect

This Plan of Arrangement will become effective at the Effective Time and shall be binding upon the Purchaser, the Company, Subco, SpinCo, the Shareholders, the Optionholders and the May 2013 Warrantholders.

ARTICLE 3
ARRANGEMENT

3.1 The Arrangement

Commencing 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 effective as at one minute intervals starting at the Effective Time, without any further authorization, act or formality of or by the Company, the Purchaser or any other person:

(a) At the Effective Time:

(i) each 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 the Purchaser and the Purchaser 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 the Company as a holder of Common Shares and the Purchaser shall be recorded as the registered holder of the Common Shares so transferred and shall be deemed to be the legal owner of such Common Shares;

(ii) the SpinCo Option Plan will come into force;

(iii) the Company shall assign and transfer to SpinCo and SpinCo shall accept the SpinCo Assets and SpinCo Liabilities, on the terms and conditions set out in the SpinCo Conveyance Agreement and, as consideration therefor, SpinCo shall issue to the Company 100 fully-paid and non-assessable SpinCo Shares and the Company and SpinCo shall file an election under section 85 of the Tax Act as specified in the Arrangement Agreement;

(iv) the Purchaser will lend (the "**Loan**") to the Company an amount of cash equal to the Loan Amount by way of a non-interest bearing demand promissory note;

(v) the Company will subscribe for 100 additional SpinCo Shares for aggregate consideration of $15,000,000 utilizing the proceeds of the Loan to do so;

(vi) the issued and outstanding SpinCo Shares shall be subdivided so that the number of outstanding SpinCo Shares is equal one third of to the number of outstanding Common Shares;

(vii) the Company will resolve to distribute the SpinCo Shares to the Former Company Shareholders on a return of share capital pursuant to a reorganization of the Company's business and a distribution of proceeds from a disposition of the Company's property outside the ordinary course of the Company's business;

(viii) each Option will be exchanged for a Probe Replacement Option and a SpinCo Option. The term to expiry, conditions to and manner of exercising a Probe Replacement Option or a SpinCo Option, will be the same as the Option for which it is exchanged. All other terms and conditions of the Probe Replacement Options and the SpinCo Options shall be governed by the terms of the Stock Option Plan and the SpinCo Option Plan, respectively, and any document evidencing an Option shall thereafter evidence and be deemed to evidence such Probe Replacement Option or SpinCo Option, as the case may be. It is intended that subsection 7(1.4) of the Tax Act apply to such exchange of options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a Probe Replacement Option or a SpinCo Option, as the case may be, will be increased such that the aggregate In The Money Amount of the Probe Replacement Option and the In The Money Amount of the SpinCo Option immediately after the exchange does not exceed the In The Money Amount of the Option immediately before the exchange;

(ix) the SpinCo Shares shall be distributed by the Company to the Former Company Shareholders on a return of share capital pursuant to a reorganization of the Company's business and a distribution of proceeds from a disposition of the Company's property outside the ordinary course of the Company's business;

(x) each outstanding Common Share (other than Common Shares held by the Purchaser or any affiliate thereof) will, without further act or formality by or on behalf of a holder of Common Shares, be irrevocably assigned and transferred by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for 0.1755 of a Purchaser Share and $0.001 in cash for each Common Share held, and

A. the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the right to receive 0.1755 of a Purchaser Share and $0.001 in cash per Common Share in accordance with this Plan of Arrangement;

B. such holders' name shall be removed from the register of the Common Shares maintained by or on behalf of the Company; and

C. the Purchaser shall be deemed to be the transferee and the legal and beneficial holder of such Common Shares (free and clear of all Liens) and shall be entered as the registered holder of such Common Shares in the register of the Common Shares maintained by or on behalf of the Company.

(xi) each Probe Replacement Option shall be exchanged for an option (each, a "Purchaser Replacement Option") to purchase from the Purchaser 0.1755 of a Purchaser Share (and when aggregated with the other similar Purchaser Replacement Options of a holder of such options resulting in a fraction of a Purchaser Share, they shall be rounded down to the nearest whole number of Purchaser Shares). Such Purchaser Replacement Option shall provide for an exercise price per Purchaser Replacement Option (rounded up to the nearest whole cent) equal to the exercise price per Common Share that would otherwise be payable pursuant to the Probe Replacement Option it replaces. All terms and conditions of a Purchaser Replacement Option, including the term to expiry, conditions to and manner of exercising, will be the same as the Probe Replacement Option for which it was exchanged, and shall be governed by the terms of the Stock Option Plan and any document evidencing a Probe Replacement Option shall thereafter evidence and be deemed to evidence such Purchaser Replacement Option. It is intended that subsection 7(1.4) of Tax Act apply to such exchange of options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a Purchaser Replacement Option will be increased such that the In-The-Money Amount of the Purchaser Replacement Option immediately after the exchange does not exceed the In-The-Money Amount of the Probe Replacement Option immediately before the exchange;

(xii) each Common Share held by the Purchaser shall be transferred to Subco in consideration of the issue by Subco to the Purchaser of one common share of Subco for each Common Share so transferred, and the amount added to the stated capital of the Subco common shares will be equal to the paid up capital (as such term is defined in the Tax Act) of the Common Shares so transferred;

(xiii) the stated capital in respect of the Common Shares shall be reduced to $1.00 without any repayment of capital in respect thereof;

(xiv) the Company will file an election with the CRA to cease to be a public corporation for the purposes of the Tax Act;

(xv) the Company and Subco shall amalgamate to form one corporate entity ("Amalco") with the same effect as if they had amalgamated under Section 177 of the OBCA, except that the legal existence of Subco shall survive;

(xvi) without limiting the generality of subsection 3.1(a)(xv), the Company shall cease to exist without being liquidated or wound up and the Company and Subco shall continue as one company and the property of the Company shall become the property of Amalco;

(xvii) from and after the Effective Date,:

(a) Amalco will own and hold all property of the Company 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 the Company 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;

(b) Amalco will continue to be liable for all of the liabilities and obligations of the Company and Subco;

(c) all rights, contracts, permits and interests of the Company and Subco will continue as rights, contracts, permits and interests of Amalco as if the Company and Subco continued and, for greater certainty, the amalgamation will not constitute a transfer or assignment of the rights or obligations of either of the Company or Subco under any such rights, contracts, permits and interests;

(d) any existing cause of action, claim or liability to prosecution will be unaffected;

(e) a civil, criminal or administrative action or proceeding pending by or against either Subco or the Company may be continued by or against Amalco;

(f) a conviction against, or ruling, order or judgment in favour of or against either the Company or Subco may be enforced by or against Amalco;

(g) the Purchaser 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 Common Shares will be cancelled without any repayment of capital in respect thereof;

(h) the name of Amalco shall be "Probe Mines Limited";

(i) the registered office of Amalco shall be located in the City of Toronto in the Province of Ontario, and the address of the first registered office of Amalco shall be Scotia Plaza, 40 King Street West, Suite 2100, Toronto ON M5H 3C2;

(j) Amalco shall be authorized to issue an unlimited number of common shares;

(k) the rights privileges, restrictions and conditions attaching to the common shares shall be as follows:

Not Applicable

(l) subject to the provisions of the OBCA, no share of Amalco may be transferred after the Effective Time unless its transfer complies with the restriction on the transfer of securities set out in paragraph (r) below;

(m) 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;

(n) the board of directors of Amalco shall, until otherwise changed in accordance with the OBCA, consist of a minimum number of one (1) director and a maximum number of ten (10) directors;

(o) the first directors of Amalco shall be the persons whose names and addresses appear below:

Name	Address for Service	Resident Canadian
Mark Ruus	Park Place, 666 Burrard Street Suite 3400 Vancouver, BC V6C 2X8	Yes
Lindsay A. Hall	Park Place, 666 Burrard Street Suite 3400 Vancouver, BC V6C 2X8	Yes

(p) there shall be no restrictions on the business which Amalco is authorized to carry on or on the powers which Amalco may exercise;

(q) the by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Subco; and

(r) Without in any way restricting the powers conferred upon the Corporation or its board of directors by the Business Corporations Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

(i) borrow money upon the credit of the Corporation;

(ii) issue, re-issue, sell or pledge debt obligations of the Corporation;

(iii) subject to the provisions of the Business Corporations Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and

(iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

(s) The board of directors may from time to time delegate to a director, a committee of directors or an officer of the Corporation any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

(t) No securities of the Corporation, other than non-convertible debt securities, shall be transferred without either:

(a) the approval of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by a resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of directors; or

(b) the approval of the holders of shares of the Corporation carrying at least a majority of the votes entitled to be cast at a meeting of shareholders, expressed by a resolution passed at a meeting of the holders of such shares or by an instrument or instruments in writing signed by the holders of a majority of such shares.

(xviii) the exchanges and cancellations provided for in this Section 3.1 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.

3.2 Post Effective Time Procedures

(a) Following the receipt of the Final Order and prior to the Effective Date, the Purchaser and SpinCo shall deliver or arrange to be delivered to the Depositary certificates representing the Purchaser Shares and the SpinCo Shares required to be issued to Former Company Shareholders and the Purchaser shall deliver to the Depositary the requisite cash required to be paid to Former Company Shareholders, in accordance with the provisions of Section 3.1(a) hereof, which certificates and cash shall be held by the Depositary as agent and nominee for such Former Company Shareholders for distribution to such Former Company Shareholders 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 Common Share Letter of Transmittal by a registered Former Company Shareholder together with certificates representing Common Shares and such other documents as the Depositary may require, Former Company Shareholders shall be entitled to receive delivery of the certificates representing the Purchaser Shares and SpinCo Shares and a cheque representing the net cash payment to which they are entitled pursuant to Section 3.1(a) hereof.

(c) An Eligible Holder whose Common Shares are exchanged for the Purchaser Shares and cash 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 the Purchaser). 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 Company Shareholder 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. The Purchaser 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 Company Shareholder for filing with the CRA (or the applicable provincial tax authority). Neither the Company, the Purchaser 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, the Purchaser 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 Common Share Letter of Transmittal in which an Eligible Holder has indicated that the Eligible Holder intends to make a Section 85 Election, the Purchaser 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.

3.3 No Fractional Shares

In no event shall any holder of Common Shares be entitled to a fractional Purchaser Share or a fractional SpinCo Share. Where the aggregate number of Purchaser Shares to be issued to a person as consideration under or as a result of this Arrangement would result in a fraction of a Purchaser Share being issuable, the number of Purchaser Shares to be received by such securityholder shall be rounded down to the nearest whole Purchaser Share and no person will be entitled to any compensation in respect of a fractional Purchaser Share. In addition, where the aggregate number of SpinCo Shares to be issued to a person as consideration under or as a result of this Arrangement would result in a fraction of a SpinCo Share being issuable, the number of SpinCo Shares to be received by such securityholder shall be rounded down to the nearest whole SpinCo Share and no person will be entitled to any compensation in respect of a fractional SpinCo Share.

3.4 No Fractional Cash Consideration

Any cash consideration owing to a Former Company Shareholder shall be rounded up to the next whole cent.

3.5 U.S. Tax Matters

The Arrangement is intended to qualify as a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(2)(D)) of the Code and this Plan of Agreement and the Arrangement Agreement are intended to be a "plan of reorganization" within the meaning of the Treasury Regulations promulgated under Section 368 of the Code for purposes of Sections 354 and 361 of the Code.

ARTICLE 4
MAY 2013 WARRANTS

4.1 May 2013 Warrants

In accordance with the terms of the May 2013 Warrants, each May 2013 Warrantholder shall be entitled to receive (and such holder shall accept) upon the exercise of such holder's May 2013 Warrant, in lieu of Common Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Purchaser Shares, cash and SpinCo Shares which the holder would have been entitled to receive as a result of the transactions contemplated by this Arrangement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Common Shares to which such holder would have been entitled if such holder had exercised such holder's May 2013 Warrants immediately prior to the Effective Time. Each May 2013 Warrant shall continue to be governed by and be subject to the terms of the applicable May 2013 Warrant certificate, subject to any supplemental exercise documents issued by the Purchaser and SpinCo (as they mutually agree, each acting reasonably) to holders of May 2013 Warrants to facilitate the exercise of the May 2013 Warrants and the payment of the corresponding portion of the exercise price with each them.

4.2 Exercise of May 2013 Warrants Post-Effective Time

Upon any valid exercise of a May 2013 Warrant after the Effective Time, the Purchaser shall issue the necessary number of Purchaser Shares, and shall pay the requisite amount of cash and SpinCo shall issue the necessary number of SpinCo Shares, necessary to settle such exercise, provided that Purchaser or SpinCo, as applicable, has received the portion of the May 2013 Warrant exercise price such that the May 2013 Warrant exercise price is divided between the Purchaser and SpinCo as follows:

(a) the Purchaser shall receive a portion of the exercise price equal to the original exercise price of the May 2013 Warrant less the exercise price payable to SpinCo as determined in accordance with 4.2(b) below; and

(b) SpinCo shall receive a portion of the exercise price determined in accordance with the following formula:

$$\frac{\text{original exercise price x (Fair Market Value of a SpinCo Share x 0.3333)}}{\text{(Fair Market Value of a Common Share + (Fair Market Value of a SpinCo Share x 0.3333))}}$$

ARTICLE 5
DISSENT RIGHTS

5.1 Rights of Dissent

Pursuant to the Interim Order, each registered Shareholder may exercise rights of dissent ("**Dissent Rights**") under Section 185 of the OBCA as modified by this ARTICLE 5 as the same may be modified by the Interim Order or the Final Order in respect of the Arrangement, provided that the written objection to the Arrangement Resolution contemplated by Section 185 of the OBCA must be sent to and received by the Company at least two days before the Company Meeting. Shareholders who duly exercise such rights of dissent and who:

(a) are ultimately determined to be entitled to be paid fair value from the Purchaser, for the Dissenting Shares in respect of which they have exercised Dissent Rights, will be deemed to have irrevocably transferred such Dissenting Shares to the Purchaser 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 fair value for the Dissenting 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 Shareholder who has not exercised Dissent Rights;

but in no case will the Company, SpinCo, Amalco or the Purchaser or any other person be required to recognize such holders as holders of Common Shares after the completion of the steps set forth in Section 3.1(a), and each Dissenting Shareholder will cease to be entitled to the rights of a Shareholder in respect of the Common Shares in relation to which such Dissenting Shareholder has exercised Dissent Rights and the central securities register of the Company will be amended to reflect that such former holder is no longer the holder of such Common Shares as and from the completion of the steps in Section 3.1(a)

ARTICLE 6
CERTIFICATES AND PAYMENTS

6.1 Payment of Consideration

(a) As soon as practicable following the later of the Effective Date and the surrender to the Depositary for cancellation of a certificate that immediately prior to the Effective Time represented outstanding Common Shares that were transferred under Section 3.1(a), together with a duly completed Common Share Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require and such other documents and instruments as would have been required to effect such transfer under the OBCA, the *Securities Transfer Act* (Ontario) and the articles of the Company after giving effect to Section 3.1(a) the former holder of such Common Shares shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, or make available for pick up at its offices during normal business hours, a certificate representing the Purchaser Shares and a certificate representing the SpinCo Shares and a cheque representing the net cash payment that such holder is entitled to receive in accordance with Section 3.1(a) hereof, less any amounts withheld pursuant to Section 6.4.

(b) Subject to Section 6.3, until surrendered as contemplated by this Section 5.1, each certificate which immediately prior to the Effective Time represented Common Shares will be deemed after the time described in Sections 3.1(a) to represent only the right to receive from the Depositary upon such surrender a certificate representing the Purchaser Shares and a certificate representing the SpinCo Shares and a cash payment that the holder of such certificate is entitled to receive in accordance with Section 3.1 hereof, less any amounts withheld pursuant to Section 6.4

(c) The Company and the Purchaser will cause the Depositary, as soon as a Former Company Shareholder becomes entitled to the Consideration in accordance with Section 3.1(a), to:

(i) forward or cause to be forwarded by first class mail (postage paid) to such former holder at the address specified in the Common Share Letter of Transmittal;

(ii) if requested by such former holder in the Common Share Letter of Transmittal make available at the offices of the Depositary specified in the Common Share Letter of Transmittal; or

(iii) if the Common Share Letter of Transmittal neither specifies an address as described in Section 6.1(c)(i) nor contains a request as described in Section 6.1(c)(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 the Company immediately prior to the Effective Time;

a certificate representing the Purchaser Shares and certificate representing the SpinCo Shares and a cheque representing the net cash payment payable to such Former Company Shareholder in accordance with the provisions hereof.

(d) No holder of Common Shares, Options, SpinCo Options or May 2013 Warrants, shall be entitled to receive any consideration or entitlement with respect to such Common Shares, Options, SpinCo Options or May 2013 Warrants, other than any consideration or entitlement to which such holder is entitled to receive in accordance with Section 3.1, this Section 6.1 and the other terms of this Plan of Arrangement and, for greater certainty, no such holder with be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends.

6.2 Loss of Certificates

In the event any certificate which immediately prior to the Effective Time represented any outstanding Common Shares that were acquired by the Purchaser or the Company pursuant to Section 3.1 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such Common Shares, the Depositary will deliver to such person or make available for pick up at its offices in exchange for such lost, stolen or destroyed certificate, a certificate representing the Purchaser Shares and a certificate representing the SpinCo Shares and a cheque representing the cash consideration which the former holder of such Common Shares is entitled to receive pursuant to Section 3.1 hereof in accordance with such holder's Common Share Letter of Transmittal. When authorizing such payment in relation to any lost, stolen or destroyed certificate, the former holder of such Common Shares will, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Company, SpinCo, the Purchaser and the Depositary in such sum as the Purchaser and SpinCo may direct or otherwise indemnify the Company, SpinCo and the Purchaser in a manner satisfactory to the Company, SpinCo and the Purchaser against any claim that may be made against the Company, SpinCo or the Purchaser with respect to the certificate alleged to have been lost, stolen or destroyed.

6.3 Extinction of Rights

If any Former Company Shareholder fails to deliver to the Depositary the certificates, documents or instruments required to be delivered to the Depositary under Section 6.1 or Section 6.2 in order for such Former Company Shareholder to receive the Consideration which such former holder is entitled to receive pursuant to Section 3.1, on or before the sixth anniversary of the Effective Date, on the sixth anniversary of the Effective Date (i) such former holder will be deemed to have donated and forfeited to the Purchaser or SpinCo or their respective successors, any Consideration held by the Depositary in trust for such former holder to which such former holder is entitled and (ii) any certificate representing Common Shares formerly held by such former holder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to the Purchaser or SpinCo, as applicable, and will be cancelled. None of the Company, SpinCo or the Purchaser, or any of their respective successors, will be liable to any person in respect of any Consideration (including any consideration previously held by the Depositary in trust for any such former holder) which is forfeited to the Company, SpinCo or the Purchaser or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

6.4 Withholding Rights

Any of the Parties or the Depositary will be entitled to deduct and withhold from any consideration otherwise payable to any Shareholder (for greater certainty, including the distribution of SpinCo Shares) under this Plan of Arrangement (including any payment to Dissenting Shareholders) such amounts as the Company, SpinCo, the Purchaser or the Depositary is required to deduct and withhold 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 the Company, SpinCo, the Purchaser 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 the Company, SpinCo, the Purchaser or the Depositary, as the case may be.

6.5 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

6.6 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Common Shares, May 2013 Warrants, SpinCo Options and Options issued prior to the Effective Time, (b) the rights and obligations of the Shareholders, the Company, SpinCo, the Purchaser, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Common Shares, May 2013 Warrants, SpinCo

Options and Options shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 7
AMENDMENTS

7.1 Amendments to Plan of Arrangement

(a) The Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Parties, each acting reasonably, (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Parties at any time prior to the Company Meeting (provided that the Purchaser and the Company 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 Company 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 Company Meeting shall be effective only if (i) it is consented to in writing by each of the Parties (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Shareholders 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 the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, 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 Former Company Shareholder.

ARTICLE 8
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 the Company, SpinCo and the Purchaser 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.

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING PROBE MINES LIMITED, GOLDCORP INC., 2426854 ONTARIO INC., AND PROBE METALS INC .

Court File No. CV-15-10856-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding Commenced at Toronto

ORDER

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