

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

and

MANAGEMENT INFORMATION CIRCULAR

DATED AS OF NOVEMBER 12, 2021

for the

ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

of

CRYSTAL PEAK MINERALS INC.

relating to

A PLAN OF ARRANGEMENT INVOLVING WESTERN EXPLORATION LLC

to be held on

December 15, 2021

Neither the TSX Venture Exchange Inc. nor any securities regulatory authority has in any way passed upon the merits of the Reverse Takeover described in this information circular.

November 12, 2021

Dear shareholders of Crystal Peak Minerals Inc.:

It is my pleasure to extend to you, on behalf of the board of directors (the "**Crystal Peak Board**") of Crystal Peak Minerals Inc. (the "**Corporation**" or "**Crystal Peak**"), an invitation to attend the annual general and special meeting (the "**Meeting**") of the shareholders of Crystal Peak (the "**Crystal Peak Shareholders**"). The Meeting will be held on December 15, 2021, at 9:30 a.m. (Pacific Time) at the offices of Osler, Hoskin & Harcourt LLP, Suite 1700 – 1055 West Hastings Street, Vancouver, British Columbia, V6E 2E9. At the Meeting, approval of the Crystal Peak Shareholders will be sought to authorize, among other things, the Continuance, Omnibus Equity Incentive Plan, the Financing and the Arrangement (each as defined herein).

The Continuance and the Arrangement

On February 19, 2021, Crystal Peak entered into a definitive arrangement agreement (as first amended on July 12, 2021, further amended on October 12, 2021, and further amended on November 9, 2021, the "**Arrangement Agreement**") with Western Exploration LLC ("**Western Exploration**"). The transactions described in the Arrangement Agreement will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under Part 9, Division 5 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), following the continuance of Crystal Peak from the Yukon Territory to British Columbia, which is required for the Arrangement to proceed under the BCBCA. The Arrangement will result in a "Reverse Takeover" (as defined in the policies of the TSX Venture Exchange, the "**Exchange**") of Crystal Peak by Western Exploration, with the resulting company continuing under the name "Western Exploration Inc." (the "**Resulting Issuer**").

Pursuant to the Arrangement, commencing at the effective time of the Arrangement (the "**Effective Time**") and among other things, the following events or transactions will occur (and will be deemed to occur) in the following sequence without any further act or formality of any person:

(a) each stock option of Crystal Peak (a "**Crystal Peak Option**") outstanding immediately prior to the Effective Time (whether vested or unvested) will be (and will be deemed to be) assigned and transferred, without any further action by or on behalf of a holder of Crystal Peak Options, to Crystal Peak for cancellation without any payment thereon, and upon such assignment, such holders will cease to be holders of Crystal Peak Options and be removed from each applicable register of Crystal Peak Options and the option plan of Crystal Peak and all agreements relating to the Crystal Peak Options will be terminated and be of no further force and effect;

(b) each restricted share unit of Crystal Peak (a "**Crystal Peak RSU**") outstanding immediately prior to the Effective Time (whether vested or unvested) will be (and will be deemed to be) assigned and transferred, without any further action by or on behalf of a holder of Crystal Peak RSUs, to Crystal Peak for cancellation without any payment thereon, and upon such assignment, such holders will cease to be holders of Crystal Peak RSUs and be removed from each applicable register of Crystal Peak RSUs and the RSU plan of Crystal Peak and all agreements relating to the Crystal RSUs will be terminated and be of no further force and effect;

(c) each voting common share of Crystal Peak (a "**Crystal Peak Share**") and each non-voting common share of Crystal Peak (the "**Non-Voting Crystal Peak Share**"), in each case as constituted prior to the completion of the Consolidation (as defined herein) held by a registered shareholder of Crystal

Peak who has duly and validly exercised dissent rights ("**Dissent Rights**") in respect of the Arrangement Resolution (as defined herein) (such shareholder, a "**Crystal Peak Dissenting Shareholder**") will be (and will be deemed to be) surrendered by the holder thereof, without any further act or formality on its part, to Crystal Peak for cancellation, in consideration for a claim against Crystal Peak in an amount determined and payable in accordance with the plan of arrangement in respect of the Arrangement, and upon such surrender the name of such holder will be removed from the central securities register as a holder of the Crystal Peak Shares or Non-Voting Crystal Shares, as the case may be, and such shares shall be recorded as cancelled;

(d) each Non-Voting Crystal Peak Share issued and outstanding immediately prior to the Effective Time (other than Non-Voting Crystal Peak Shares held by a Crystal Peak Dissenting Shareholder in respect of which Dissent Rights have been validly exercised) will be (and will be deemed to be) exchanged for one (1) Crystal Peak Share, without any further act or formality by or on behalf of any holder thereof, and upon such exchange, each holder of Non-Voting Crystal Shares shall cease to be a holder of Non-Voting Crystal Peak Shares, be removed from the central securities register of Non-Voting Crystal Shares and be deemed to be the holder of and shall be entered in the central securities register of Crystal Peak Shares;

(e) all of the Crystal Peak Shares issued and outstanding (other than any Crystal Peak Shares in respect of which a shareholder of Crystal Peak has validly exercised Dissent Rights) will be consolidated (such consolidation, the "**Consolidation**") on the basis of three hundred and sixty-three point three (363.3) pre-Consolidation Crystal Peak Shares for one (1) post-Consolidation Crystal Peak Share, provided that where the aggregate number of post-Consolidation Crystal Peak Shares that a Crystal Peak Shareholder would otherwise be entitled to receive in accordance with the foregoing includes a fractional post-Consolidation Crystal Share, then the aggregate number of post-Consolidation Crystal Peak Shares that such Crystal Peak Shareholder shall be entitled to receive shall instead be rounded down to the nearest whole number and any such fractional post-Consolidation Crystal Peak Share shall be cancelled without any payment thereon;

(f) the initial share of WEX Holdings Inc. (the "**Initial WEX Holdings Share**"), a corporation existing under the BCBCA ("**Western Exploration Parentco**"), held by Mr. Darcy Marud shall deemed to be, transferred by Mr. Darcy Marud to Western Exploration Parentco, free and clear of all Liens, claims or encumbrances, for cancellation in exchange for the payment by Western Exploration Parentco to Mr. Darcy Marud of the initial subscription price paid of $1 for such shares, and upon such transfer Mr. Darcy Marud shall be removed from Western Exploration Parentco's central securities register with respect to the ownership of the Initial WEX Holdings Share;

(g) 1331971 B.C. Ltd. (a corporation organized under the BCBCA and a wholly-owned subsidiary of Crystal Peak) ("**Crystal Peak Subco**") will merge with and into Western Exploration Parentco to form one company ("**Amalco**") with the same effect as if they had amalgamated under Section 269 of the BCBCA, with the legal existence of Western Exploration Parentco surviving the amalgamation as Amalco, and upon the amalgamation becoming effective, among other things, each common share in the capital of Western Exploration Parentco outstanding immediately prior to the amalgamation shall be (and shall be deemed to be) cancelled, and in consideration therefor such holder will receive one (1) fully paid and non-assessable post-Consolidation Crystal Peak Share;

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

(i) Crystal Peak will be renamed "Western Exploration Inc.", or such other name as Western Exploration may direct and the registered office of the Resulting Issuer shall be 666 Burrard Street, Suite 2500, Vancouver, British Columbia, V6C 2X8, Canada;

(j) each Broker Warrant (as defined in the Information Circular) outstanding immediately prior to the Effective Time (together with any certificate evidencing such Broker Warrant) shall be, and shall be deemed to be, surrendered to the Resulting Issuer for cancellation, without any further act or formality by the holder thereof, and in exchange therefore the Resulting Issuer shall issue to such holder a broker warrant of the Resulting Issuer (the "**Resulting Issuer Broker Warrant**") (together with a replacement certificate evidencing such Resulting Issuer Broker Warrant), and upon such exchange such Broker Warrant shall be cancelled;

(k) the board of directors of the Resulting Issuer will be reconstituted to be composed of the following six (6) directors from the Effective Time: (i) Marceau Schlumberger; (ii) Brian Kennedy; (iii) Nicolas Schlumberger; (iv) Gerard Munera; (v) John Rogers; and (vi) Darcy Marud; and

(l) Amalco shall be wounded up into the Resulting Issuer and dissolved with the same effect as set out in Section 344 of BCBCA, and in connection with the foregoing, (i) all of the assets of Amalco shall be distributed to the Resulting Issuer; (ii) all of the liabilities of Amalco shall be assumed by the Resulting Issuer; and (iii) the shares of Amalco issued to Crystal pursuant to Crystal Peak Subco, in connection with the amalgamation contemplated in paragraph (g) above, shall be cancelled,

all as more particularly described in the accompanying notice of annual general and special meeting of Crystal Peak Shareholders (the "**Notice of Meeting**") and the accompanying management information circular (the "**Information Circular**"). The principal features of the Arrangement as summarized herein are qualified in their entirety by reference to the full text of the Arrangement Agreement and the plan of arrangement in respect of the Arrangement.

Management of the Resulting Issuer is expected to be composed of Mr. Darcy Marud (President and Chief Executive Officer), Mr. Curtis Turner (Chief Financial Officer) and Mr. Jacob Fainzilberg (Corporate Secretary).

Subject to obtaining the requisite approvals of, among other things, the Continuance Resolution (as defined herein), the Arrangement Resolution (as defined herein), and the British Columbia Supreme Court and the Exchange, it is anticipated that the Arrangement will be completed as soon as practicable following receipt of the final order of the British Columbia Supreme Court pursuant to Section 291 of the BCBCA, which is expected to be obtained on or about December 17, 2021, and following the satisfaction or waiver of all other conditions precedent to the Arrangement.

The Resulting Issuer will be capitalized after giving effect to the Financing (as defined herein) and, with the completion of the Arrangement, will be well-positioned in the business of acquisition, exploration and development of precious metal mineral properties in the State of Nevada. See *"Subscription Receipt Financing"*.

Subscription Receipt Financing

On October 13, 2021, Crystal Peak completed a brokered private placement (the "**Financing**") of subscription receipts of Crystal Peak (the "**Subscription Receipts**"), at a price of C$2.65 per Subscription Receipt, for aggregate gross proceeds of approximately C$5,959,680. Each Subscription Receipt entitles the holder thereof to receive, upon satisfaction of the Escrow Release Conditions (as defined in the Information Circular) and without the payment of any additional consideration, one unit of Crystal Peak (each, a "**Financing Unit**"), with each Financing Unit comprised of one (1) post-Consolidation Crystal Peak Share (each, a "**Financing Share**"), and one (1) share purchase warrant of Crystal Peak (each, a "**Financing Warrant**"). Each Financing Warrant will entitle the holder thereof to acquire one additional post-Consolidation Crystal Peak Share (each, a "**Warrant Share**"), at an exercise price of C$3.975 per Warrant Share at any time prior to 5:00 p.m. (Toronto time) on October 13, 2023.

In connection with the Financing, Crystal Peak has agreed to pay the agents (the "**Agents**") a cash commission (the "**Cash Commission**") in the amount of approximately C$265,146, such amount representing the aggregate of (i) a cash commission of 6% on proceeds of the Financing raised from purchasers not on a president's list of Western Exploration (the "**President's List**"), and (ii) a cash commission of 3% on proceeds of the Financing raised from purchasers on the President's List. In addition, Crystal Peak has issued to the Agents an aggregate of 82,752 broker warrants of Crystal Peak (the "**Broker Warrants**"), with each Broker Warrant entitling the holder thereof to acquire, following the satisfaction of the Escrow Release Conditions, one common share of the Resulting Issuer (a "**Resulting**

Issuer Share") at an exercise price of C$3.05 per share, at any time prior to the date that is 12 months following the closing of the Arrangement.

The gross proceeds of the Financing, less the Agents' reasonable out-of-pocket expenses and 25.0% of the Cash Commission (such net amount, the "**Escrowed Proceeds**") were deposited with the subscription receipt agent on closing of the Financing, to be held in escrow pending satisfaction or waiver of the Escrow Release Conditions. Provided that the Escrow Release Conditions are satisfied or waived (where permitted) prior to 5:00 p.m. (Toronto time) on January 11, 2022 (the "**Escrow Release Deadline**"), the remaining 75% of the Cash Commission (and any interest earned thereon) will be released to the Agents from the Escrowed Proceeds, and the balance of the Escrowed Proceeds (together with interest earned thereon) will be released to Crystal Peak. However, in the event that the Escrow Release Conditions are not satisfied by the Escrow Release Deadline, the proceeds of the Financing will be returned to the holders of the Subscription Receipts and the Subscription Receipts will be cancelled.

The Subscription Receipts and Broker Warrants presently outstanding as issued pursuant to the Financing are subject to a hold period that will expire four months and one day from the closing date of the Financing under applicable securities laws in Canada. It is expected that the underlying Financing Shares and Financing Warrants issued pursuant to the Arrangement, upon satisfaction and / or waiver, as applicable, of the Escrow Release Conditions, will constitute distributions of securities that are exempt from prospectus requirements and not subject to a statutory hold period under applicable Securities Laws in Canada.

Shareholder Vote

Completion of the Arrangement is subject to, among other things, the Continuance Resolution and the Arrangement Resolution (each as defined below) being approved by the Crystal Peak Shareholders at the Meeting.

Continuance Resolution

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass a special resolution approving, among other things, the continuance (the "**Continuance**") of Crystal Peak from the Yukon Territory to British Columbia (the "**Continuance Resolution**"), which is required for the Arrangement to proceed under the BCBCA. To be effective, the Continuance Resolution must be approved at the Meeting by at least two-thirds (66⅔ percent) of the votes cast on the Continuance Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting. Each issued and outstanding share of Crystal Peak is entitled to vote with respect to the Continuance Resolution whether or not it carries the right to vote.

If the Continuance Resolution is duly passed at the Meeting, then the chair of the Meeting will adjourn the Meeting, complete the Continuance (being, the continuance of the Corporation from the jurisdiction of the *Business Corporations Act* (Yukon) to the BCBCA) and, once completed, reconvene the Meeting as a meeting of shareholders pursuant to the BCBCA.

The full text of the Continuance Resolution is included in Appendix "A" – *"Resolutions to be Approved at the Meeting"* to the Information Circular.

Arrangement Resolution

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass a special resolution approving, among other things, the Arrangement (the "**Arrangement Resolution**"). To be effective, the Arrangement Resolution must be approved at the Meeting by at least two-thirds (66⅔ percent) of the votes cast on the Arrangement Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

The full text of the Arrangement Resolution is included in Appendix "A" – *"Resolutions to be Approved at the Meeting"* to the Information Circular.

Omnibus Equity Incentive Plan Resolution

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass, with or without variation, an ordinary resolution approving the Resulting Issuer Equity Incentive Compensation Plan (as defined in the Information Circular) (the "**Omnibus Equity Incentive Plan Resolution**"), conditional upon the closing of the Arrangement and to become effective following the completion of the Arrangement, all as more particularly described in the accompanying Information Circular. To be effective, the Omnibus Equity Incentive Plan Resolution must be approved at the Meeting by at least the majority (50 percent) of the votes cast on the Omnibus Equity Incentive Plan Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

The Exchange requires an issuer to obtain disinterested shareholder approval of a new equity incentive plan if such equity incentive plan, together with all of the issuer's other previously established equity incentive plans, could result in the aggregate number of shares reserved for issuance under all such equity incentive plans to Insiders (as defined in the Information Circular) (as a group) could exceed 10% of the issued and outstanding shares of the issuer, at any time. In such case, the new equity incentive plan must be approved by a majority of the votes cast by the shareholders of the issuer entitled to vote, excluding votes attaching to shares beneficially owned by (i) Insiders to whom options may be issued under the new equity incentive, and (ii) Associates of such Insiders.

The Resulting Issuer Equity Incentive Compensation Plan imposes limits on the number of Resulting Issuer Shares that may be reserved for issuance to Insiders of the Resulting Issuer, and accordingly, the aggregate number of Resulting Issuer Shares reserved for issuance under the Resulting Issuer Equity Incentive Compensation Plan and all other security-based compensation arrangements of the Resulting Issuer could not potentially exceed ten percent (10%) of the Resulting Issuer's issued and outstanding share capital from time to time. As a result, Crystal Peak is not required to obtain the approval of the disinterested Crystal Peak Shareholders for the Resulting Issuer Equity Incentive Compensation Plan at the Meeting, and only a simple majority approval of the Crystal Peak Shareholders is required.

The full text of the Omnibus Equity Incentive Plan Resolution is included in Appendix "A" – *"Resolutions to be Approved at the Meeting"* to the Information Circular.

If the Omnibus Equity Incentive Plan Resolution is approved by the Crystal Peak Shareholders and the Arrangement is completed, then the Resulting Issuer Equity Incentive Compensation Plan will be authorized to be implemented by the Resulting Issuer. Completion of the Arrangement is not conditional upon approval of the Omnibus Equity Incentive Plan Resolution.

Director Election Resolutions

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass ordinary resolutions (collectively, the "**Director Election Resolutions**"): (i) to elect four (4) directors of Crystal Peak, being, Hebert Scruggs, Daniel Basse, De Lyle Bloomquist and Robert Curtis, to take office immediately after the Meeting (the "**Original Board**"); and (ii) conditional upon, and concurrently with, the closing of the Arrangement, increase the size of the Crystal Peak Board to six (6) directors, and elect six (6) directors of Crystal Peak, being Marceau Schlumberger, Darcy Marud, Brian Kennedy, Nicolas Schlumberger and Gerard Munera, to replace the Original Board as of the Effective Time of the Arrangement. To be effective, the Director Election Resolutions must be approved at the Meeting by at least the majority (50 percent) of the votes cast on each Director Election Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

The full text of the Director Election Resolutions is included in Appendix "A" – *"Resolutions to be Approved at the Meeting"* to the Information Circular.

At the time of the Meeting, the Arrangement will not yet have been completed and there can be no assurance at that time that the Arrangement will be completed. If the Continuance Resolution and the Arrangement Resolution are not approved by Crystal Peak Shareholders by the required vote, the Original Board of directors will remain on the Crystal Peak Board for the ensuing year.

Auditor Resolution

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass an ordinary resolution (i) to appoint PricewaterhouseCoopers LLP, as the auditor of Crystal Peak to hold office until the earlier of the next annual meeting of shareholders of Crystal Peak or 12:01 a.m. (Pacific Time) on the first day following the date on which the Arrangement is effective (the "**Auditor Change Time**"); and (ii) conditional upon, and concurrently with the closing of the Arrangement, to appoint MNP LLP as the auditor of the Resulting Issuer, to hold office from the Auditor Change Time until the next annual meeting of shareholders of the Resulting Issuer, and to authorize the directors to fix the remuneration to be paid to the auditor (the "**Auditor Resolution**"). To be effective, the Auditor Resolution must be approved at the Meeting by at least the majority (50 percent) of the votes cast on the Auditor Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

The full text of the Auditor Resolution is attached in Appendix "A" – *"Resolutions to be Approved at the Meeting"* to the Information Circular. **If the Auditor Resolution is approved by the Crystal Peak Shareholders and the Arrangement is completed, then MNP LLP will be appointed as the auditor of the Resulting Issuer. At the time of the Meeting, the Arrangement will not yet have been completed and there can be no assurance at that time that the Arrangement will be completed.**

Financing Resolution

On October 13, 2021, Crystal Peak completed the Financing, described above, at a price of C$2.65 per Subscription Receipt. Pursuant to Policy 4.1 – *Private Placements* of the Exchange, the issue price per Subscription Receipt may not be less than the market price of the Crystal Peak Shares (being, the minimum price permitted by the Exchange), as adjusted to give effect to the Consolidation. The issue price of C$2.65 per Subscription Receipt is below C$7.27, being the market price of the Crystal Peak Shares, as determined by taking into account the market price of the Crystal Peak Shares on the last trading day prior to being halted from trading in connection with the Arrangement and adjusting such price to give effect to the Consolidation. Accordingly, in accordance with the request of the Exchange, at the Meeting, disinterested Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass an ordinary resolution to approve the Financing (the "**Financing Resolution**", and collectively with the Continuance Resolution, the Arrangement Resolution, the Omnibus Equity Incentive Plan Resolution, the Director Election Resolutions, and the Auditor Resolution, the "**Resolutions**").

To be effective, the Financing Resolution must be approved at the Meeting by at least the majority (50 percent) of the votes cast on the Financing Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting, excluding the votes attaching to Crystal Peak Shares beneficially owned, or over which control or direction is exercised, by participants in the Financing and their respective Associates and Affiliates (as such terms are defined within the policies of the Exchange). For the purposes of obtaining the approval of the disinterested Crystal Peak Shareholders, as of the date of this Information Circular and to the best of Western Exploration and Crystal Peak's knowledge, no participant in the Financing or any person that may be an Associate or Affiliate of any such participant, owns or exercises control or direction over any securities of Crystal Peak, and accordingly, no votes are required to be excluded for the purposes of the "disinterested vote".

The full text of the Financing Resolution is attached in Appendix "A" – *"Resolutions to be Approved at the Meeting"* to the Information Circular.

Crystal Peak Shareholders holding, in the aggregate, approximately 39.8% of the outstanding Crystal Peak Shares as of February 19, 2021 have entered into voting support agreements with Western Exploration agreeing to support the Arrangement and vote their Crystal Peak Shares in favour of the Resolutions, subject to the provisions of such voting support agreements.

The accompanying Notice of Meeting and Information Circular provide a description of the matters contemplated in the Resolutions and include certain additional information to assist you in considering how to vote on the Resolutions. You are urged to read this information carefully and, if you require assistance, to consult your tax, financial, legal, or other professional advisors.

Crystal Peak Board Recommendation

After careful consideration, the Crystal Peak Board has determined, with advice from its financial and legal advisors, that the Continuance, Omnibus Equity Incentive Plan, Financing and Arrangement are in the best interests of Crystal Peak and unanimously recommends that Crystal Peak Shareholders vote "**FOR**" the Resolutions. The determination of the Crystal Peak Board is based on various factors described more fully in the accompanying Notice of Meeting and Information Circular.

Vote Your Crystal Peak Shares Today FOR the Resolutions

Your vote is very important regardless of the number of Crystal Peak Shares you own. If you are a registered Crystal Peak Shareholder (i.e., your name appears on the register of the Crystal Peak Shares maintained by or on behalf of Crystal Peak) and you are unable to attend the Meeting in person, we encourage you to complete, sign, date and return the accompanying form of proxy (the "**Proxy**") so that your Crystal Peak Shares can be voted at the Meeting (or at any adjournments or postponements thereof) in accordance with your instructions. To be effective, the enclosed Proxy must be received by Crystal Peak's transfer agent, TSX Trust Company (according to the instructions on the Proxy), not later than 9:30 a.m. (Pacific Time) on Monday, December 13, 2021, or not later than 48 hours (other than a Saturday, Sunday or holiday) immediately preceding the time of the Meeting (in the event that it is adjourned or postponed). The deadline for the deposit of proxies may be waived or extended by the Chair of the Meeting at his discretion, without notice.

If you hold Crystal Peak Shares through a broker, custodian, nominee or other intermediary, you should follow the instructions provided by your intermediary to ensure your vote is counted at the Meeting and you should arrange for your intermediary to complete the necessary steps to ensure that you receive payment for your securities as soon as possible following completion of the Arrangement.

The accompanying Information Circular contains a detailed description of the Continuance and the Arrangement, as well as detailed information regarding Crystal Peak, Western Exploration and the Resulting Issuer. It also includes certain risk factors relating to Crystal Peak, Western Exploration and the Resulting Issuer (assuming the completion of the Arrangement).

Shareholder Questions

If you have any questions or need assistance in your consideration of the Continuance or the Arrangement, or with the completion and delivery of your proxy, please contact: Woods Silleroy, Corporate Secretary of Crystal Peak:

Telephone:	+1 801-984-3350
Email:	info@crystalpeakminerals.com

On behalf of Crystal Peak, I would like to thank all Crystal Peak Shareholders for their continuing support.

Yours truly,

/s/ "Dean Pekeski"

Dean Pekeski
Interim Chief Executive Officer

CRYSTAL PEAK MINERALS INC.
10808 South River Front Parkway, Suite 343
South Jordan, Utah, United States of America 84095

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

NOTICE IS HEREBY GIVEN THAT the annual general and special meeting (the "**Meeting**") of shareholders (the "**Crystal Peak Shareholders**") of Crystal Peak Minerals Inc. ("**Crystal Peak**" or the "**Corporation**") will be held at the offices of Osler, Hoskin & Harcourt LLP, Suite 1700 – 1055 West Hastings Street, Vancouver, British Columbia, V6E 2E9, on December 15, 2021, at 9:30 a.m. (Pacific Time), for the following purposes:

1. to consider and, if deemed advisable, pass, with or without variation, a special resolution (the "**Continuance Resolution**") approving the continuance of the Corporation from the Yukon Territory under the *Business Corporations Act* (Yukon) (the "**YBCA**") to the Province of British Columbia under the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), all as more particularly described in the accompanying management information circular of the Corporation dated November 12, 2021 (the "**Information Circular**"). If the Continuance Resolution is duly passed at the Meeting, then the chair of the Meeting will adjourn the Meeting, complete the continuance of the Corporation from the jurisdiction of the YBCA to the BCBCA and, once completed, reconvene the Meeting as a meeting of shareholders pursuant to the BCBCA;

2. to consider pursuant to an interim order of the Supreme Court of British Columbia dated November 12, 2021, as the same may be amended (the "**Interim Order**") and, if deemed advisable, pass, with or without variation, a special resolution (the "**Arrangement Resolution**") approving an arrangement (the "**Arrangement**") under the BCBCA involving the Corporation and Western Exploration LLC ("**Western Exploration**"), in accordance with an arrangement agreement dated February 19, 2021 between the Corporation and Western Exploration (as first amended on July 12, 2021, further amended on October 12, 2021, and further amended on November 9, 2021), all as more particularly described in the accompanying Information Circular;

3. to consider and, if deemed advisable, pass, with or without variation, an ordinary resolution (the "**Omnibus Equity Incentive Plan Resolution**") approving an omnibus equity incentive compensation plan (the "**Resulting Issuer Equity Incentive Compensation Plan**") of Crystal Peak, as constituted following the completion of the Arrangement under the name "Western Exploration Inc." (the "**Resulting Issuer**"), conditional upon the closing of the Arrangement and to become effective following the completion of the Arrangement, all as more particularly described in the accompanying Information Circular;

4. to elect the directors of the Corporation (the "**Director Election Resolutions**"), as follows:

    (a) to elect four (4) directors of the Corporation for the ensuing year, being Mr. Hebert Scruggs, Mr. Daniel Basse, Mr. De Lyle Bloomquist and Mr. Robert Curtis, to take office immediately after the Meeting (the "**Original Board**"); and

    (b) conditional upon, and concurrently with, the closing of the Arrangement, to increase the size of the Corporation's board of directors to six (6) directors, and elect six (6) directors of the Corporation, being Mr. Darcy Marud, Mr. John Rogers, Mr. Brian Kennedy, Mr. Nicolas Schlumberger, and Mr. Gerard Munera, to replace the Original Board of directors as of the closing of the Arrangement;

    all as more particularly described in the accompanying Information Circular;

5. to consider and, if deemed advisable, pass, with or without variation, an ordinary resolution (i) to appoint PricewaterhouseCoopers LLP, as the auditor of Crystal Peak to hold office until the earlier of the next annual meeting of shareholders of Crystal Peak or 12:01 a.m. (Pacific Time) on the first day following the date on which the Arrangement is effective (the "**Auditor Change Time**"); and (ii) conditional upon, and concurrently with the closing of the Arrangement, to appoint MNP LLP to hold office as the auditor of the Resulting Issuer from the Auditor Change Time until the earlier of the next annual meeting of shareholders of the Resulting Issuer, and to authorize the directors to fix the remuneration to be paid to the auditor (the "**Auditor Resolution**");

6. to consider and, if deemed advisable, pass, with or without variation, an ordinary resolution of disinterested Crystal Peak Shareholders confirming, ratifying and approving the offering of 2,248,936 subscription receipts ("**Subscription Receipts**") of Crystal Peak on October 13, 2021, for aggregate gross proceeds of C$5,959,680, at a price of C$2.65 per Subscription Receipt, which is below C$7.27, being the market price of the Crystal Peak Shares, as determined by Policy 4.1 of the TSX Venture Exchange (the "**Financing Resolution**", and collectively with the Continuance Resolution, the Arrangement Resolution, the Omnibus Equity Incentive Plan Resolution, the Director Election Resolutions, and the Auditor Resolution, the "**Resolutions**");

7. to receive the audited consolidated financial statements of the Corporation together with the auditor's report thereon for the financial year ended December 31, 2020; and

8. to transact such further or other business as may properly come before the Meeting and any adjournments thereof.

The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this notice. The full text of the Continuance Resolution (being Item 1), the Arrangement Resolution (being Item 2), the Omnibus Equity Incentive Plan Resolution (being Item 3), the Director Election Resolutions (being Item 4), the Auditor Resolution (being Item 5), and the Financing Resolution (being Item 6) set out above are set forth in Appendix "A" – *"Resolutions to be Approved at the Meeting"*, attached to the Information Circular. **Completion of the Arrangement or approval of the Continuance Resolution or the Arrangement Resolution is not conditional upon the approval of any of the other Resolutions, including the Omnibus Equity Incentive Plan Resolution, the Director Election Resolutions, the Auditor Resolution, and the Financing Resolution, that Crystal Peak Shareholders will be asked to consider at the Meeting.**

The Board of Directors of Crystal Peak unanimously recommends that Crystal Peak Shareholders vote "FOR" the Resolutions.

The record date for the determination of Crystal Peak Shareholders entitled to receive notice of and to vote at the Meeting is the close of business on November 8, 2021 (the "Record Date"). Only Crystal Peak Shareholders whose names have been entered in the register of Crystal Peak Shareholders as of the close of business on the Record Date will be entitled to receive notice of and vote at the Meeting.

Each voting common share of Crystal Peak (each, a "**Crystal Peak Share**") entitled to be voted at the Meeting will entitle the holder thereof to one vote at the Meeting, whether or not such Crystal Peak Share carries the right to vote. To be effective, (i) the Continuance Resolution and Arrangement Resolution each require the affirmative vote of at least two-thirds (66⅔ percent) of the votes cast by Crystal Peak Shareholders, voting together as a single class, present in person or represented by proxy and entitled to vote at the Meeting, and (ii) the Omnibus Equity Incentive Plan Resolution, the Director Elections Resolution and the Financing Resolution each require the affirmative vote of at least a majority (50%) of the votes cast by Crystal Peak Shareholders, voting together as a single class, present in person or represented by proxy and entitled to vote at the Meeting.

A Crystal Peak Shareholder may attend the Meeting in person or may be represented by proxy. Crystal Peak Shareholders who are unable to be present at the Meeting are requested to complete, date, sign and return, in the envelope provided for that purpose, the accompanying form of proxy (the "Proxy") for use at the Meeting or any adjournment thereof. To be effective, the Proxy must be received by our transfer agent, TSX Trust Company (Attention: Proxy Department 301-100 Adelaide Street West, Toronto, Ontario, M5H 4H1), by no

later than 9:30 a.m. (Pacific Time) on Monday, December 13, 2021 or no later than 48 hours (excluding Saturdays, Sundays and holidays) immediately preceding the time of the Meeting, in the event that it is adjourned or postponed. Notwithstanding the foregoing, the Chair of the Meeting has the discretion to accept proxies received after such deadline. Crystal Peak Shareholders may use the internet (www.voteproxyonline.com) or facsimile (416-595-9593) to transmit voting instructions on or before the date and time noted above, at the Meeting. For information regarding voting or appointing a proxy, see the form of Proxy for Crystal Peak Shareholders and/or the section entitled *"Proxy Related Information"* in the accompanying Information Circular.

Registered Crystal Peak Shareholders who validly dissent pursuant to the YBCA in respect of the Continuance Resolution, or pursuant to the Interim Order and the BCBCA in respect of the Arrangement Resolution, will be entitled to be paid the fair value of their Crystal Peak Shares. The Dissent Rights are described in the Information Circular. Failure to strictly comply with the dissent procedures set forth in Sections 237 to 247 of the BCBCA, as modified by the provisions of the Interim Order, in the case of the Arrangement Resolution, and Section 193 of the YBCA in the case of the Continuance Resolution, will result in the loss of any Dissent Right. See Appendix "N" – *"Dissent Rights Under Business Corporations Act (British Columbia)"* and Appendix "O" – *"Dissent Rights Under Business Corporations Act (Yukon)"* to the accompanying Information Circular.

If a Crystal Peak Shareholder received more than one Proxy because such holder owns Crystal Peak Shares registered in different names or addresses, each form of Proxy should be completed and returned.

If you are a non-registered holder of Crystal Peak Shares and have received these materials through your broker, custodian, nominee or other intermediary, please complete and return the Proxy or voting instruction form provided to you by your broker, custodian, nominee or other intermediary in accordance with the instructions provided therein.

The Proxy confers discretionary authority with respect to: (i) amendments or variations to the matters of business to be considered at the Meeting; and (ii) other matters that may properly come before the Meeting. As of the date hereof, management of Crystal Peak knows of no amendments, variations or other matters to come before the Meeting other than the matters set forth in this Notice of Annual General and Special Meeting. Crystal Peak Shareholders who are planning on returning the accompanying Proxy are encouraged to review the Information Circular carefully before submitting the Proxy. Unless otherwise directed, the management nominees named in the Proxy intend to vote in favour of the Resolutions.

A copy of the Information Circular, the Proxy or voting instruction form (as applicable), a letter of transmittal, and a financial statement request form accompany this Notice of Annual General and Special Meeting.

Dated at the City of Salt Lake City, in the State of Utah, this 12th day of November, 2021.

BY ORDER OF THE BOARD OF DIRECTORS

Signed "Dean Pekeski"
Dean Pekeski
Interim Chief Executive Officer

Whether or not you expect to attend the Meeting in person, please complete, date, sign and return the accompanying Proxy at your earliest convenience. The accompanying Information Circular provides further information respecting proxies and the matters to be considered at the Meeting and is deemed to form part of this Notice of Annual General and Special Meeting.

TABLE OF CONTENTS

GENERAL INFORMATION 1

Introduction 1
Currency 1
Abbreviations and Conversions 1

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION 2

NOTE TO U.S. SECURITYHOLDERS 3

SUMMARY 6

General 6
The Meeting 6
The Continuance and the Arrangement 6
The Parties 9
Subscription Receipt Financing 9
Purpose of the Arrangement 10
Interests of Insiders 11
Arm's Length Transaction 11
Estimated Funds Available 11
Select *Pro Forma* Financial Information 11
Market for Securities and Trading Price 12
Exchange Approval 12
Recommendation of the Crystal Peak Board 12
Shareholder Approval 12
Conflicts of Interest 14
Interests of Experts 14
Risk Factors 15

PROXY RELATED INFORMATION 16

Solicitation of Proxies 16
Appointment and Revocation of Proxy 16
Voting of Shares and Exercise of Discretion of Proxies 18
Interest of Certain Persons in Matters to be Acted Upon 18
Voting Securities and Principal Holders 18
Corporate Governance 19
Audit Committee and Relationship with Auditors 19
Indebtedness of Directors and Executive Officers 19
Other Matters 19
Additional Information 20

PARTICULARS OF MATTERS TO BE ACTED UPON AT THE MEETING 20

The Continuance and the Arrangement 20
Resulting Issuer Equity Incentive Compensation Plan 22
Election of Directors 23
Appointment of Auditors 24
Approval of the Subscription Receipt Financing 25
Financial Statements 25

THE ARRANGEMENT 25

Background to the Arrangement 25
Continuance and Arrangement 26
Subscription Receipt Financing 32
Effect of the Continuance and Arrangement Resolutions 33
Recommendation of Crystal Peak Board 33

Reasons for the Arrangement 34
Securities Law Matters 35
OTC Markets Inc. Listing 36
Share Consolidation 36
Regulatory Approvals and Filings 37
Income Tax Considerations 38

ARRANGEMENT AGREEMENT 38

Representations and Warranties 41
Conditions Precedent to the Arrangement 41
Mutual Conditions 42
Covenants 44
Covenants of Crystal Peak Regarding the Conduct of Business 45
Covenants of Crystal Peak Relating to the Arrangement 47
Covenants of Western Exploration Relating to the Arrangement 49
Covenant Regarding Non-Solicitation and Acquisition Proposals 50
Responding to Acquisition Proposals 51
Notification of Acquisition Proposals 52
Right to Match 52
Termination of the Arrangement Agreement 53
Termination Payments 54
Expenses 54
Amendments 55

VOTING SUPPORT AGREEMENTS 55

SUBSCRIPTION RECEIPT FINANCING 57

INFORMATION CONCERNING CRYSTAL PEAK 59

INFORMATION CONCERNING WESTERN EXPLORATION 59

INFORMATION CONCERNING THE RESULTING ISSUER 59

RISK FACTORS 59

Overview 59
Risk Factors Relating to the Arrangement 59
Risk Factors Relating to the Resulting Issuer 60
Risk Factors Relating to Crystal Peak 64
Risk Factors Relating to Western Exploration 64

GENERAL MATTERS 66

Interests of Experts 66
Other Material Facts 67
Board Approval 67

CERTIFICATE OF CRYSTAL PEAK MINERALS INC. 68

CERTIFICATE OF WESTERN EXPLORATION LLC 69

CERTIFICATE OF CORAL REEF CAPITAL LLC 70

GLOSSARY 71

Appendix "A" Resolutions to be Approved at the Meeting
Appendix "B" Plan of Arrangement
Appendix "C" Corporate Governance Disclosure of Crystal Peak
Appendix "D" Audit Committee Charter For Crystal Peak
Appendix "E" Equity Incentive Compensation Plan
Appendix "F" Information Regarding Crystal Peak
Appendix "G" Information Concerning Western Exploration LLC

Appendix "H" Information Concerning the Resulting Issuer
Appendix "I" Financial Statements of Crystal Peak
Appendix "J" Management's Discussion and Analysis of Crystal Peak
Appendix "K" Financial Statements of Western Exploration
Appendix "L" Management's Discussion and Analysis of Western Exploration
Appendix "M" Unaudited *Pro Forma* Financial Statements of the Resulting Issuer
Appendix "N" Dissent Rights Under *Business Corporations Act* (British Columbia)
Appendix "O" Dissent Rights Under *Business Corporations Act* (Yukon)
Appendix "P" Certain Corporate Differences Between BCBCA and YBCA
Appendix "Q" Articles of the Resulting Issuer
Appendix "R" Interim Order
Appendix "S" Notice of Hearing of Petition

GENERAL INFORMATION

Introduction

This Information Circular is being prepared in accordance with Exchange Policy 5.2 and Exchange Form 3D1 and Form 51-102F5 in connection with the Arrangement. No person has been authorized to give any information or make any representation in connection with the Arrangement or any other matters disclosed herein other than those contained in this Information Circular and, if given or made, any such information or representation must not be relied upon as having been authorized.

Readers are cautioned not to construe the contents of this Information Circular as legal, tax or financial advice and are advised to consult their own professional advisors in considering the relevant legal, tax, financial or other matters contained in this Information Circular.

Any information concerning Western Exploration contained in this Information Circular has been provided by Western Exploration. With respect to this information, the Crystal Peak Board has relied exclusively upon Western Exploration, without independent verification by Crystal Peak. Although Crystal Peak has no knowledge that would indicate that any of such information is untrue or incomplete, Crystal Peak does not assume any responsibility for the accuracy or completeness of such information or the failure by Western Exploration to disclose events which may have occurred or may affect the completeness or accuracy of such information but which are unknown to Crystal Peak.

Any information concerning the Resulting Issuer in this Information Circular is a reference to Crystal Peak, assuming the approval of the Continuance Resolution and the Arrangement Resolution and the completion of the Continuance and the Arrangement, unless otherwise indicated.

All capitalized terms used in this Information Circular (including the Appendices, unless otherwise stated) but not otherwise defined herein have the meanings set forth under *"Glossary"*. Information contained in this Information Circular is given as of November 12, 2021 unless otherwise specifically stated.

This Information Circular does not constitute the solicitation of an offer to purchase any securities or the solicitation of a proxy by any person in any jurisdiction in which such solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such solicitation.

Currency

Unless otherwise indicated, references to "$", "C$", "CDN $", "Canadian dollars" or "dollars" are to Canadian dollars, and references to "US$", "USD $", "U.S. $" or "U.S. dollars" are to United States dollars. As at November 12, 2021, the daily rate of exchange between the United States dollar and Canadian dollar, as quoted by the Bank of Canada, was US$1.00=CDN$1.2565 (or CDN$1.00=US$0.7959).

Abbreviations and Conversions

Abbreviation	Definition
Ag	Silver
As	Arsenic
Au	Gold
Bi	Bismuth
CIM	Canadian Institute of Mining, Metallurgy and Petroleum
Cu	Copper
°	Degree(s)
DEM	Digital Elevation Model
GPS	Global Positioning System
g	Gram(s)
g/t	Gram(s) per tonne
> , <	Greater than, less than

Abbreviation	Definition
ha	Hectare(s)
63.5 mm	HQ – diameter of drill core
ISO	International Organization for Standardization
K	Potassium
kg	Kilogram(s)
km	Kilometre(s)
m	Metre(s)
Ma	Million Years
masl	Metre(s) above sea level
mm	Millimetre(s)
' , "	Minutes, seconds
Mo	Molybdenum
Mt	Million tonnes
NSR	Net smelter return
Oreas	Ore assay standards
oz	Ounce(s)
Pb	Lead
ppb	Parts per billion
ppm	Parts per million
%	Percent(age)
QA/QC	Quality Assurance / Quality Control
UTM	Universal Transverse Mercator
WGS-84 Datum	Coordinate System
Zn	Zinc

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

Except for the statements of historical fact contained herein, the information presented in this Information Circular and the information incorporated by reference herein, constitutes "forward-looking information" within the meaning of applicable Canadian Securities Laws ("**Forward-Looking Information**") concerning the business, operations, plans and financial performance and condition of each of Crystal Peak, Western Exploration and the Resulting Issuer. Often, but not always, Forward-Looking Information can be identified by words such as *"pro forma"*, "plans", "expects", "may", "should", "could", "will", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates", "believes", or variations including negative variations thereof of such words and phrases that refer to certain actions, events or results that may, could, would, might or will occur or be taken or achieved.

Forward-Looking Information involves known and unknown risks, uncertainties and other factors which may cause the actual plans, results, performance or achievements of Crystal Peak, Western Exploration or the Resulting Issuer to differ materially from any future plans, results, performance or achievements expressed or implied by the Forward-Looking Information. Such factors include, among others, the timing, closing or non-completion of the Continuance and the Arrangement, including due to the parties failing to receive, in a timely manner and on satisfactory terms, the necessary Court, securityholder, stock exchange and regulatory approvals or the inability of the parties to satisfy or waive in a timely manner the other conditions to the Closing or the conditions precedent, as applicable, of the Continuance and the Arrangement, as the case may be; actual operating cash flows, operating costs, free cash flows, mineral resources, total cash, transaction costs, and administrative costs of Crystal Peak, Western Exploration or the Resulting Issuer differing materially from those anticipated; project infrastructure requirements and anticipated processing methods, exploration expenditures of Western Exploration or the Resulting Issuer differing materially from those anticipated; risks related to partnerships or other joint operations; actual results of current exploration activities; variations in mineral resources, mineral production, grades or recovery rates or optimization efforts and sales; delays in obtaining governmental approvals or financing or in the completion of development or construction activities; uninsured risks, including, but not limited to, pollution, cave-ins or hazards for which insurance cannot be obtained; regulatory changes, defects in title; availability or integration of personnel, materials and equipment; inability to recruit or retain management and key personnel; performance of facilities, equipment and processes relative to specifications and expectations; unanticipated environmental impacts on operations; market prices; production, construction and

technological risks related to Crystal Peak, Western Exploration or the Resulting Issuer or capital requirements and operating risks associated with the operations or an expansion of the operations of Crystal Peak, Western Exploration or the Resulting Issuer, dilution due to future equity financings, fluctuations in gold, silver and other metal prices and currency exchange rates; uncertainty relating to future production and cash resources; inability to successfully complete new development projects, planned expansions or other projects within the timelines anticipated; adverse changes to market, political and general economic conditions or Laws applicable to Crystal Peak, Western Exploration or the Resulting Issuer; changes in project parameters; the possibility of project cost overruns or unanticipated costs and expenses; accidents, labour disputes, community and stakeholder protests and other risks of the mining industry; failure of plant, equipment or processes to operate as anticipated; risk of an undiscovered defect in title or other adverse claim; factors discussed under the heading *"Risk Factors"*; and other risks, including those risks set out in the continuous disclosure documents of Crystal Peak, which are available on SEDAR (www.sedar.com) under the issuer profile of Crystal Peak.

In addition, Forward-Looking Information herein is based on certain assumptions and involves risks related to the completion or non-completion of the Continuance, the consummation or non-consummation of the Arrangement and the respective businesses and operations of Crystal Peak, Western Exploration and the Resulting Issuer. Forward-Looking Information contained herein is based on certain assumptions, including that Crystal Peak Shareholders will vote in favour of the Continuance, Financing and the Arrangement, that the Court will approve the Arrangement, that all other conditions to the Arrangement will be satisfied or waived and that the Arrangement will be completed. Other assumptions include, but are not limited to, interest and exchange rates; the price of gold and other metals; competitive conditions in the mining industry; synergies, if any, created by the formation of the Resulting Issuer; title to mineral properties; financing and funding requirements; general economic, political and market conditions; and changes in Laws applicable to Crystal Peak, Western Exploration or the Resulting Issuer.

Although Crystal Peak and Western Exploration have attempted to identify important factors that could cause plans, actions, events or results to differ materially from those described in Forward-Looking Information in this Information Circular, and the documents incorporated by reference herein, there may be other factors that cause plans, actions, events or results not to be as anticipated, estimated or intended. There is no assurance that such statements will prove to be accurate as actual plans, results and future events could differ materially from those anticipated in such statements or information. Accordingly, readers should not place undue reliance on Forward-Looking Information in this Information Circular, nor in the documents incorporated by reference herein. All of the Forward-Looking Information in this Information Circular, including all documents incorporated by reference herein, are qualified by these cautionary statements.

Certain Forward-Looking Information and other information contained herein concerning the mining industry and the expectations of Crystal Peak and Western Exploration concerning the mining industry, Crystal Peak, Western Exploration and the Resulting Issuer are based on estimates prepared by Crystal Peak and Western Exploration using data from publicly available industry sources as well as from market research and industry analysis and on assumptions based on data and knowledge of this industry which each of Crystal Peak and Western Exploration believe to be reasonable. However, although generally indicative of relative market positions, market shares and performance characteristics, this data is inherently imprecise. While neither of Crystal Peak or Western Exploration are aware of any misstatement regarding any industry data presented herein, the mining industry involves risks and uncertainties that are subject to change based on various factors.

Crystal Peak Shareholders are cautioned not to place undue reliance on Forward-Looking Information. Neither Crystal Peak nor Western Exploration undertakes any obligation to update any of the Forward-Looking Information in this Information Circular or incorporated by reference herein, except as required by Law.

NOTE TO U.S. SECURITYHOLDERS

THE SECURITIES ISSUABLE IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES OF ANY STATE, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES

REGULATORY AUTHORITIES OF ANY STATE PASSED UPON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The post-Consolidation Crystal Peak Shares and the Crystal Peak Warrants (for greater certainty, to acquire post-Consolidation Crystal Peak Shares) to be issued pursuant to the Arrangement to the former securityholders of Western Exploration (and Western Exploration Parentco, as applicable) (the "**Western Exploration Securityholders**") have not been and will not be registered under the 1933 Act or the securities laws of any state of the United States and will be issued in reliance on the reliance upon the exemption from the registration requirement of the 1933 Act provided by Section 3(a)(10) thereof and corresponding exemptions under the state securities laws of each state of the United States in which Western Exploration Securityholders in the United States are domiciled. Section 3(a)(10) of the 1933 Act exempts from registration the offer and sale of a security that is issued in exchange for outstanding securities and other property where, among other things, the fairness of the terms and conditions of such exchange are approved after a hearing upon the fairness of such terms and conditions at which all persons to whom it is proposed to issue securities in such exchange have the right to appear by a court or governmental authority expressly authorized by law to grant such approval and to hold such a hearing. Accordingly, the Final Order, if granted by the Court, will constitute a basis for the exemption from the registration requirements of the 1933 Act with respect to the post-Consolidation Crystal Peak Shares and the Resulting Issuer Warrants to be issued to the Western Exploration Securityholders in connection with the Arrangement.

The post-Consolidation Crystal Peak Shares and Resulting Issuer Warrants to be held by the Western Exploration Securityholders following completion of the Arrangement, will be freely transferable under U.S. federal securities laws, except by persons who are "affiliates" (as defined in Rule 144 under the 1933 Act) of the Resulting Issuer after the Arrangement or within 90 prior to the Arrangement. With respect to the post-Consolidation Crystal Peak Shares, because Crystal Peak may be a "shell company" at the time of the Arrangement, additional resale limitations under Rule 145(c) and (d) under the 1933 Act may apply to any party to that transaction (other than the Resulting Issuer) and to any person who is an affiliate of such party at the time such transaction is submitted for vote. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such post-Consolidation Crystal Peak Shares by such an affiliate (or, if applicable, former affiliate) may be subject to the registration requirements of the 1933 Act, absent an exemption therefrom. See *"The Arrangement - Securities Law Matters – United States"*.

Securityholders resident in the United States should be aware that the Arrangement described herein may have tax consequences both in the United States and in Canada. Such consequences for securityholders are not described herein. Securityholders resident in the United States are urged to consult their own tax advisors with respect to such Canadian and United States federal income tax consequences and the applicability of any federal, state, local, foreign and other tax laws.

The solicitation of proxies involves securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Yukon Territory, Canada and securities laws of the provinces of Canada. The proxy solicitation rules under the *U.S. Securities Exchange Act of 1934* are not applicable to Crystal Peak or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

Financial statements included or incorporated by reference in this Information Circular have been prepared in accordance with IFRS, and are subject to Canadian auditing and auditor independence standards, which differ from United States generally accepted accounting principles and United States auditing and auditor independence standards in certain material respects, and thus they may not be comparable to financial statements prepared in accordance with United States generally accepted accounting principles and that are subject to United States auditing and auditor independence standards.

The enforcement by securityholders of civil liabilities under U.S. securities laws may be adversely affected by the fact that Crystal Peak and the Resulting Issuer are incorporated outside the United States, that some or all of their respective directors and officers and the experts named in this Information Circular may not be residents of the United States, and a substantial portion of their respective assets and the assets of said persons may be located outside the United

States. As a result, securityholders in the United States may be unable to effect service of process within the United States upon Crystal Peak or the Resulting Issuer, their respective officers and directors or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under U.S. securities laws. In addition, securityholders in the United States should not assume that the courts of Canada: (i) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or any applicable securities laws of any state of the United States; or (ii) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under U.S. securities laws.

SUMMARY

The following is a summary of information relating to Crystal Peak, Western Exploration and the Resulting Issuer (assuming completion of the Arrangement and the Financing) and should be read together with the more detailed information, financial data and statements contained elsewhere in this Information Circular, including the Appendices attached hereto.

General

The purpose of this Information Circular is to provide information about, among other things, the business of the Meeting (including the Arrangement) and the Resulting Issuer. The Arrangement will qualify as a "Reverse Takeover" and a "Change of Control" of Crystal Peak (each as defined in the policies of the Exchange).

Information contained in this Information Circular is given as at November 12, 2021 unless otherwise specifically stated.

The Meeting

The Meeting will be held on December 15, 2021, at 9:30 a.m. (Pacific Time) at the offices of Osler, Hoskin & Harcourt LLP, Suite 1700 – 1055 West Hastings Street, Vancouver, British Columbia, V6E 2E9, for the purposes set forth in the Notice of Meeting. Crystal Peak Shareholders will be asked at the Meeting to consider, and if deemed advisable, to approve, voting as a single class, certain ordinary and special business, including the Continuance Resolution and the Arrangement Resolution for the purposes of authorizing the matters contemplated by the Arrangement Agreement.

The Crystal Peak Board has fixed the close of business on November 8, 2021 as the record date for determining the Crystal Peak Shareholders entitled to receive notice of and vote at the Meeting.

See *"Particulars of Matters to be Acted Upon at the Meeting"*.

The Continuance and the Arrangement

The Arrangement will be effected in accordance with the terms of the Arrangement Agreement (a copy of which has been filed on SEDAR (www.sedar.com) under Crystal Peak's issuer profile) subject to, among other things, (i) obtaining the requisite approvals of the Continuance Resolution and the Arrangement Resolution, (ii) obtaining the Final Order, and (iii) the satisfaction or waiver (if applicable) of all of the other conditions precedent to the Arrangement.

If the Resolutions are approved at the Meeting and the applicable conditions to the completion of the Arrangement have been satisfied or waived (if applicable), including the receipt of certain regulatory approvals, then following the continuance of Crystal Peak from the Yukon Territory to British Columbia, which is required for the Arrangement to proceed under the BCBCA, Crystal Peak will change its name, as part of the Arrangement, to "Western Exploration Inc.", or such other name as may be proposed by the Resulting Issuer and accepted by the Exchange. The Arrangement will, among other things, result in a "Reverse Takeover" (as defined in the policies of the TSXV) of Crystal Peak by Western Exploration, with the Resulting Issuer continuing as "Western Exploration Inc.".

Pursuant to the Arrangement, commencing at the Effective Time and among other things, the following events or transactions will occur (and will be deemed to occur) in the following sequence without any further act or formality of any Person:

(a) each Crystal Peak Option outstanding immediately prior to the Effective Time (whether vested or unvested) will be (and will be deemed to be) assigned and transferred, without any further action by or on behalf of a holder of Crystal Peak Options, to Crystal Peak for cancellation without any payment thereon, and upon such assignment, such holders will cease to be holders of Crystal Peak Options and removed from each applicable register of Crystal Peak Options, and the option plan of

Crystal Peak and all agreements relating to the Crystal Peak Options will be terminated and be of no further force and effect;

(b) each Crystal Peak RSU outstanding immediately prior to the Effective Time (whether vested or unvested) will be (and will be deemed to be) assigned and transferred, without any further action by or on behalf of a holder of Crystal Peak RSUs, to Crystal Peak for cancellation without any payment thereon, and upon such assignment, such holders will cease to be holders of Crystal Peak RSUs and removed from each applicable register of Crystal Peak RSUs, and the RSU plan of Crystal Peak and all agreements relating to the Crystal RSUs will be terminated and be of no further force and effect;

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

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

(e) each Non-Voting Crystal Peak Share issued and outstanding immediately prior to the Effective Time (other than Non-Voting Crystal Peak Share held by a Crystal Peak Dissenting Shareholder in respect of which Dissent Rights have been validly exercised) will be (and will be deemed to be) exchanged for one (1) Crystal Peak Share, without any further act or formality by or on behalf of any holder thereof, and upon such exchange, each holder of Non-Voting Crystal Shares shall cease to be a holder of Non-Voting Crystal Peak Shares, removed from the central securities register of Non-Voting Crystal Shares and be deemed to be the holder of and shall be entered in the central securities register of Crystal Peak Shares;

(f) all of the Crystal Peak Shares issued and outstanding (other than any Crystal Peak Shares in respect of which a Crystal Peak Shareholder has validly exercised Dissent Rights) will be consolidated pursuant to the Consolidation (on the basis of three hundred and sixty-three point three (363.3) pre-Consolidation Crystal Shares for one (1) post-Consolidation Crystal Peak Share), provided that where the aggregate number of post-Consolidation Crystal Peak Shares that a Crystal Peak Shareholder would otherwise be entitled to receive in accordance with the foregoing includes a fractional post-Consolidation Crystal Share, then the aggregate number of post-Consolidation Crystal Peak Shares that such Crystal Peak Shareholder shall be entitled to receive shall instead be rounded down to the nearest whole number and any such fractional post-Consolidation Crystal Peak Share shall be cancelled without any payment thereon;

(g) the Initial WEX Holdings Share held by Mr. Darcy Marud shall deemed to be, transferred by Mr. Darcy Marud to Western Exploration Parentco, free and clear of all Liens, claims or encumbrances, for cancellation in exchange for the payment by Western Exploration Parentco to Mr. Darcy Marud of the initial subscription price paid of $1 for such share, and upon such transfer Mr. Darcy Marud shall be removed from Western Exploration Parentco's central securities register with respect to the ownership of the Initial WEX Holdings Share;

(h) Crystal Peak Subco will merge with and into Western Exploration Parentco to form one company (Amalco) with the same effect as if they had amalgamated under Section 269 of the BCBCA, with the legal existence of Western Exploration Parentco surviving the amalgamation as Amalco, and upon the amalgamation becoming effective, among other things, each Western Exploration Parentco Share outstanding immediately prior to the amalgamation shall be (and shall be deemed to be)

cancelled, and in consideration therefor such holder will receive one (1) fully paid and non-assessable post-Consolidation Crystal Peak Share;

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

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

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

(l) the Resulting Issuer Board will be reconstituted to be composed of the following six (6) directors from the Effective Time (collectively, the "**Initial Resulting Issuer Director Nominees**"): (i) Marceau Schlumberger; (ii) Brian Kennedy; (iii) Nicolas Schlumberger; (iv) Gerard Munera; (v) John Rogers; and (vi) Darcy Marud; and

(m) Amalco shall be wounded up into the Resulting Issuer and dissolved with the same effect as set out in Section 344 of BCBCA, and in connection with the foregoing, (i) all of the assets of Amalco shall be distributed to the Resulting Issuer; (ii) all of the liabilities of Amalco shall be assumed by the Resulting Issuer; and (iii) the shares of Amalco issued to Crystal pursuant to Crystal Peak Subco, in connection with the amalgamation contemplated in paragraph (g) above, shall be cancelled,

all as more particularly described in this Information Circular. The principal features of the Arrangement as summarized herein are qualified in their entirety by reference to the full text of the Arrangement Agreement and the Plan of Arrangement.

Management of the Resulting Issuer is expected to be composed of Mr. Darcy Marud (President and Chief Executive Officer), Mr. Curtis Turner (Chief Financial Officer) and Mr. Jacob Fainzilberg (Corporate Secretary).

The Arrangement will qualify as a "Reverse Takeover" and a "Change of Control" of Crystal Peak (each as defined in the policies of the Exchange). Upon Closing, Crystal Peak will be the Resulting Issuer and carry on the business and operations of Western Exploration.

Immediately following completion of the Arrangement (including, for greater certainty, the Agnico Royalty Conversion and the Western Exploration Debt Settlement), the Resulting Issuer is expected to have 30,435,126 common shares (each a "**Resulting Issuer Share**") issued and outstanding, on a non-diluted basis, of which (i) current Crystal Peak Shareholders are expected to hold 490,566 Resulting Issuer Shares (or approximately 1.6%), (ii) the former holders of Western Exploration membership interests (including, for greater certainty, the former holders of Promissory Notes and Coral Reef Capital LLC, following the completion of the Western Exploration Debt Settlement), are expected to hold 27,695,624 Resulting Issuer Shares (or approximately 91%), and (iii) current holders of Subscription Receipts are expected to hold 2,248,936 Resulting Issuer Shares (or approximately 7.4%), of the total issued and outstanding Resulting Issuer Shares, in each case on a non-diluted basis.

The foregoing figures are based on (i) the number of Crystal Peak Shares outstanding as of the date hereof (being 178,222,314 Crystal Peak Shares, or 490,566 Resulting Issuer Shares after giving effect to the Consolidation), (ii) the number of Crystal Peak Consideration Shares expected to be issued to former holders of Western Exploration membership interests under the Arrangement (being 27,695,624 Resulting Issuer Shares after giving effect to the

Agnico Royalty Conversion and the Western Exploration Debt Settlement), (iii) the number of Resulting Issuer Shares expected to be outstanding upon the satisfaction of the Escrow Release Conditions (being 2,248,936 Resulting Issuer Shares), and (v) no securities exercisable, exchangeable or convertible for Crystal Peak Shares or Resulting Issuer Shares being exercised, exchanged or converted prior to the Closing.

See *"Particulars of Matters to be Acted Upon at the Meeting – The Continuance and the Arrangement"*.

Pursuant to the Arrangement Agreement, the Resulting Issuer will cause a reconstitution of the Resulting Issuer Board and will effect a change in management of the Resulting Issuer. Upon completion of the Arrangement, the Resulting Issuer Board will consist of six members and is expected to comprise of: (i) Mr. Marceau Schlumberger, as Chair of the Resulting Issuer Board, (ii) Mr. Darcy Marud, (iii) Mr. John Rogers, (iv), Mr. Brian Kennedy, (v) Mr. Nicolas Schlumberger, and (vi) Mr. Gerard Munera. Management for the Resulting Issuer is expected to comprise of Mr. Darcy Marud (President and Chief Executive Officer), Mr. Curtis Turner (Chief Financial Officer) and Mr. Jacob Fainzilberg (Corporate Secretary).

See *"Information Concerning the Resulting Issuer – Directors, Officers And Promoters"*.

The Arrangement Agreement contains representations and warranties of and from each of Crystal Peak and Western Exploration, as well as covenants and various conditions precedent with respect to each of Crystal Peak and Western Exploration, which are customary for transactions of the nature of the Arrangement. The respective obligations of Crystal Peak and Western Exploration to complete the transactions contemplated by the Arrangement Agreement are subject to a number of conditions that must be satisfied or, in some instances, waived, in order for the Arrangement to become effective, including, among other things: obtaining the requisite approvals of the Continuance Resolution and the Arrangement Resolution; obtaining the Final Order; completion of the Continuance (being, the continuance of Crystal Peak from the Yukon Territory under the YBCA to the Province of British Columbia under the BCBCA); and the absence of any Material Adverse Change in respect of either Crystal Peak or Western Exploration. Readers are urged to carefully read the full text of the Arrangement Agreement, a copy of which has been filed on SEDAR (www.sedar.com) under Crystal Peak's issuer profile.

The Parties

Crystal Peak Minerals Inc.

Crystal Peak Minerals Inc., a company formed in the Yukon Territory of Canada, is a reporting issuer in the provinces of British Columbia, Alberta and Ontario whose common shares are listed for trading on the NEX Board of the TSX Venture Exchange (the "**Exchange**") and its common shares trade under the symbol "CPM.H". The Corporation's common shares also trade on the OTC Pink Sheets under the ticker symbol "CPMMF".

See *Appendix "F" – "Information Regarding Crystal Peak"*.

Western Exploration LLC

Western Exploration was incorporated in the state of Nevada on July 11, 1997 as "Western Exploration, Inc." In September 2013, a conversion was executed pursuant to Nevada Revised Statue 92A.105 whereby Western Exploration was converted into a limited liability company. Western Exploration is not a reporting issuer in any jurisdiction and no securities of Western Exploration are listed or posted for trading on any exchange.

See *Appendix "G" – "Information Concerning Western Exploration LLC"*.

Subscription Receipt Financing

On October 13, 2021, Crystal Peak completed the Financing (being, a brokered private placement of Subscription Receipts, at a price of C$2.65 per Subscription Receipt, for aggregate gross proceeds of approximately C$5,959,680). The Financing was led by the Agents and was completed pursuant to the terms of the Agency Agreement.

The Subscription Receipts are governed by the terms of the Subscription Receipt Agreement. Each Subscription Receipt entitles the holder thereof to receive, upon satisfaction of the Escrow Release Conditions and without the payment of any additional consideration, one Financing Unit, with each Financing Unit comprised of one (1) Financing Share and one (1) Financing Warrant. Each Financing Warrant will entitle the holder thereof to acquire one (1) Warrant Share, at an exercise price of C$3.975 per Warrant Share at any time prior to 5:00 p.m. (Toronto time) on October 13, 2023.

In connection with the Financing, Crystal Peak has agreed to pay the Agents the Cash Commission, in the amount of approximately C$265,146, such amount representing the aggregate of (i) a cash commission of 6% on proceeds of the Financing raised from purchasers not on the President's List, and (ii) a cash commission of 3% on proceeds of the Financing raised from purchasers on the President's List. In addition, Crystal Peak has issued to the Agents an aggregate of 82,752 Broker Warrants, with each Broker Warrant entitling the holder thereof to acquire, following the satisfaction of the Escrow Release Conditions, one Resulting Issuer Share at an exercise price of C$3.05 per share, at any time prior to the date that is 12 months following the Closing.

The Escrowed Proceeds were deposited with the Subscription Receipt Agent on closing of the Financing, to be held in escrow pending satisfaction or waiver of the Escrow Release Conditions. Provided that the Escrow Release Conditions are satisfied or waived (where permitted) prior the Escrow Release Deadline, the remaining 75% of the Cash Commission (and any interest earned thereon) will be released to the Agents from the Escrowed Proceeds, and the balance of the Escrowed Proceeds (together with interest earned thereon) will be released to Crystal Peak. However, in the event that the Escrow Release Conditions are not satisfied by the Escrow Release Deadline, the proceeds of the Financing will be returned to the holders of the Subscription Receipts and the Subscription Receipts will be cancelled.

The Subscription Receipts and Broker Warrants presently outstanding as issued pursuant to the Financing are subject to a hold period that will expire four months and one day from the closing date of the Financing under applicable Securities Laws in Canada. It is expected that the underlying Financing Shares and Financing Warrants issued pursuant to the Arrangement, upon satisfaction and / or waiver, as applicable, of the Escrow Release Conditions, will constitute distributions of securities that are exempt from prospectus requirements and not subject to a statutory hold period under applicable Securities Laws in Canada.

Purpose of the Arrangement

In October 2020, in connection with a restructuring transaction with EMR, Crystal Peak divested of its former sulfate of potash project in west central Utah and, following the divesture, Crystal Peak's remaining assets are primarily cash on hand. Prior to announcing the Arrangement, Crystal Peak's management regularly considered and discussed potential acquisition opportunities with a view to completing an acquisition of an active resource business for the purposes of maximizing shareholder value.

Western Exploration is engaged in the business of acquisition, exploration, and development of precious metal mineral properties in the State of Nevada. Western Exploration has one material project, the Aura Project. The project consists of claims, leases, permits, and licenses granted by appropriate authorities or on fee land owned by Western Exploration. The Aura Project hosts three (3) different mineral resource areas, Doby George, Wood Gulch, and Gravel Creek. In the future, when deemed appropriate, certain projects may be pursued on a joint venture basis to share the associated risk and to assist in the project funding. Since incorporation, Western Exploration has taken the following steps in developing its business: (i) identified and acquired a mineral property with sufficient merit to warrant exploration; (ii) raised funds to progress its exploration activities on its mineral property; (iii) completed the Aura Technical Report on the Aura Project; and (iv) retained directors, officers and employees with the skills required to successfully operate a public mineral exploration company.

The Resulting Issuer will be capitalized after giving effect to the Financing and, with the completion of the Arrangement, will be well-positioned in the business of acquisition, exploration and development of precious metal mineral properties in the State of Nevada.

The Crystal Peak Board considers the Reverse Takeover by Western Exploration to be a positive development for Crystal Peak based on the terms of the Arrangement Agreement and the expected resulting benefits of the Arrangement, which include but are not limited to, the:

(a) quality of Western Exploration and the Aura Project;

(b) proven track-record of the board and management of the Resulting Issuer;

(c) strong balance sheet and capitalization of the Resulting Issuer (assuming successful satisfaction or waiver of the Escrow Release Conditions);

(d) enhanced market profile of "Western Exploration Inc." and the Resulting Issuer's expected ability to access capital; and

(e) low geo-political risk of Western Exploration and the Aura Project.

See *"Particulars of Matters to be Acted Upon at the Meeting – The Continuance* and the Arrangement*"*.

Interests of Insiders

No Insider, Promoter or Control Person of Crystal Peak and no Associate or Affiliate of the same, has any interest in or will receive any consideration as a result of the Arrangement other than that which arises from their current holding of Crystal Peak Shares.

Arm's Length Transaction

The Arrangement is an Arm's Length Transaction, the terms of which were determined pursuant to arm's length negotiations between the management of each of Crystal Peak and Western Exploration.

Estimated Funds Available

Crystal Peak and Western Exploration estimate that, immediately following Closing, and taking into account the expenses of the Arrangement and the Financing, the Resulting Issuer will have positive working capital (net of transaction costs) of approximately C$6,194,534. During the 12 months following Closing, it is expected that approximately C$3,844,375 will be used to fund exploration activities in respect of the Aura Project. The remaining funds are expected to be used for general and administrative expenses and to cover unallocated working capital. There may be circumstances where, for sound business reasons, the Resulting Issuer reallocates the funds for different purposes.

See *"Information Concerning the Resulting Issuer"*.

Select *Pro Forma* Financial Information

Assuming Completion of the Arrangement

The following table sets out certain *pro forma* financial information for the Resulting Issuer assuming completion of the Arrangement. The following information should be read in conjunction with the unaudited *pro forma* consolidated financial statements set forth in this Information Circular. Please see Appendix "M" – *"Unaudited Pro Forma Financial Statements of the Resulting Issuer"*. Unless otherwise indicated, all dollar amounts in the below table are presented in U.S. dollars.

	Select Financial Information			
	Crystal Peak (as at June 30, 2021)	**Western Exploration (as at June 30, 2021)**	***Pro Forma* Adjustments**	**Resulting Issuer *Pro Forma* Consolidation**
Current Assets	$208,583	$380,034	$4,767,744	$5,356,361
Total Assets	$208,583	$9,016,341	$4,767,744	$13,992,668
Current Liabilities	$14,167	$2,229,465	$563,189	$2,806,821
Total Liabilities	$14,167	$2,657,240	$563,189	$3,234,596
Accumulated Deficit	$(104,764,610)	$(52,942,618)	$103,713,138	$(53,994,090)

Market for Securities and Trading Price

The Crystal Peak Shares are listed on the NEX Board of the TSXV under the symbol "CPM.H". The Corporation's common shares also trade on the OTC Pink Sheets under the ticker symbol "CPMMF". The Crystal Peak Shares were halted from trading on February 16, 2021 in connection with the announcement of the Arrangement. The closing price of the outstanding Crystal Peak Shares on the Exchange on February 15, 2021, being the last trading day immediately prior to the announcement of the Arrangement, was C$0.02 per share and the closing price of the outstanding Crystal Peak Shares on the OTC Pink Sheets was USD $0.0158 per share.

Exchange Approval

Crystal Peak intends to complete the Arrangement in accordance with Exchange policies. The Exchange has conditionally accepted the Arrangement which will result in a "Reverse Takeover" pursuant to the policies of the Exchange, subject to Crystal Peak fulfilling all the requirements of the Exchange. The proposed Arrangement is subject to acceptance by the Exchange, and Crystal Peak will not proceed with the Arrangement if regulatory acceptance or approval is not obtained. There can be no assurance that all of the requisite approvals will be granted on a timely basis or on conditions satisfactory to Crystal Peak or that approvals will be granted at all.

See *"Securities Law Matters"* and *"Exchange Approval"*.

Recommendation of the Crystal Peak Board

After careful consideration, the Crystal Peak Board has determined, with advice from its financial and legal advisors, that the Continuance, Financing, Omnibus Equity Incentive Plan and Arrangement are in the best interests of Crystal Peak and unanimously recommends that Crystal Peak Shareholders vote "**FOR**" the Resolutions.

The determination of the Crystal Peak Board is based on various factors described more fully in this Information Circular.

See *"Recommendation of Crystal Peak Board"* and *"Reasons for the Arrangement"*.

Shareholder Approval

Completion of the Arrangement is subject to, among other things, the Continuance Resolution and the Arrangement Resolution being approved by the Crystal Peak Shareholders at the Meeting.

Continuance Resolution

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass a special resolution approving, among other things, the continuance of Crystal Peak from the Yukon Territory to British Columbia, which is required for the Arrangement to proceed under the BCBCA. To be effective, the Continuance Resolution must be approved at the Meeting by at least two-thirds (66⅔ percent) of the votes cast on the Continuance Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

If the Continuance Resolution is duly passed at the Meeting, then the chair of the Meeting will adjourn the Meeting, complete the Continuance (being, the continuance of the Corporation from the jurisdiction of the YBCA to the BCBCA) and, once completed, reconvene the Meeting as a meeting of shareholders pursuant to the BCBCA.

Arrangement Resolution

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass a special resolution approving, among other things, the Arrangement. To be effective, the Arrangement Resolution must be approved at the Meeting by at least two-thirds (66⅔ percent) of the votes cast on the Arrangement Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

Omnibus Equity Incentive Plan Resolution

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass an ordinary resolution approving the Resulting Issuer Equity Incentive Compensation Plan, conditional upon, and concurrently with the Closing. To be effective, the Omnibus Equity Incentive Plan Resolution must be approved at the Meeting by at least the majority (50 percent) of the votes cast on the Omnibus Equity Incentive Plan Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

Director Election Resolutions

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass ordinary resolutions to (i) elect four (4) directors of Crystal Peak, being Mr. Hebert Scruggs, Mr. Daniel Basse, Mr. De Lyle Bloomquist and Mr. Robert Curtis, to take office immediately after the Meeting (the "**Original Board**"); and (ii) conditional upon, and concurrently with, the Closing, increase the size of the Crystal Peak Board to six (6) directors, and elect six (6) directors of the Resulting Issuer, being Mr. Darcy Marud, Mr. John Rogers, Mr. Brian Kennedy, Mr. Nicolas Schlumberger, and Mr. Gerard Munera, to replace the Original Board as of the Effective Time of the Arrangement. To be effective, the Director Election Resolutions must be approved at the Meeting by at least the majority (50 percent) of the votes cast on each Director Election Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

Auditor Resolution

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass an ordinary resolution to, among other things, (i) appoint PricewaterhouseCoopers LLP, as the auditor of Crystal Peak to hold office until the earlier of the next annual meeting of shareholders of Crystal Peak or 12:01 a.m. (Pacific Time) on the first day following the date on which the Arrangement is effective (the "**Auditor Change Time**"); and (ii) conditional upon, and concurrently with the Closing, appoint MNP LLP as the auditor of the Resulting Issuer to hold office from the Auditor Change Time until the next annual meeting of shareholders of the Resulting Issuer. To be effective, the Auditor Resolution must be approved at the Meeting by at least the majority (50 percent) of the votes cast on the Auditor Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

The full text of the Resolutions to be considered at the Meeting are attached in Appendix "A" – *"Resolutions to be Approved at the Meeting"* to the Information Circular.

Completion of the Arrangement or approval of the Continuance Resolution or the Arrangement Resolution is not conditional upon the approval of any of the other Resolutions, including the Omnibus Equity Incentive Plan Resolution, the Director Election Resolutions and the Auditor Resolution that Crystal Peak Shareholders will be asked to consider at the Meeting.

See *"The Arrangement – Regulatory Approvals and Filings – Crystal Peak Shareholder Approval"*.

Conflicts of Interest

The directors of the Resulting Issuer will be required by Law to act honestly and in good faith with a view to the best interests of the Resulting Issuer and to disclose any interests that they may have in any project or opportunity of the Resulting Issuer. If a conflict of interest arises at a meeting of the Resulting Issuer Board, any director with a conflict will disclose his or her interest and abstain from voting on such matter in accordance with the BCBCA.

Other than as disclosed herein, there are no known existing or potential conflicts of interest between the Resulting Issuer and its proposed Promoters, directors and officers or other proposed members of management of the Resulting Issuer as a result of their outside business interests, except that certain of the directors, officers and Promoters serve as directors and officers of other companies, and therefore it is possible that a conflict may arise between their duties to the Resulting Issuer and their duties as a director or officer of such other companies.

See *"Information Concerning the Resulting Issuer"*.

Interests of Experts

Auditors

PricewaterhouseCoopers LLP audited the financial statements of Crystal Peak for its financial years ended December 31, 2020 and 2019. PricewaterhouseCoopers LLP is independent within the meaning of the rules of Professional Conduct of the Institute of Chartered Professional Accountants of Ontario.

MNP LLP audited the financial statements of Western Exploration, for its financial years ended December 31, 2020 and 2019. MNP LLP is independent within the meaning of the rules of Professional Conduct of the Institute of Chartered Professional Accountants of Ontario.

Other Experts

Certain legal matters relating to the Arrangement as described herein will be passed upon by Osler, Hoskin & Harcourt LLP on behalf of Crystal Peak, and Bennett Jones LLP and Dorsey & Whitney LLP on behalf of Western Exploration. To Crystal Peak's and Western Exploration's knowledge, (i) the partners of Osler, Hoskin & Harcourt LLP and their Associates and Affiliates own, in the aggregate, less than 1% of all issued and outstanding Crystal Peak Shares and no membership units of Western Exploration as of the date hereof, (ii) the partners of Bennett Jones LLP and their Associates and Affiliates own, in the aggregate, less than 1% of all issued and outstanding Crystal Peak Shares and no membership units of Western Exploration as of the date hereof, and (iii) the partners of Dorsey & Whitney LLP and their Associates and Affiliates own, in the aggregate, less than 1% of all issued and outstanding Crystal Peak Shares and no membership units of Western Exploration as of the date hereof.

The disclosure in respect of the Aura Project in this Information Circular has been derived from the Aura Technical Report and has been prepared with the consent of Peter Arthur Ronning, P.Eng., Derick Unger, C. P. G., Steven Ristorcelli, C. P. G., and Jack McPartland, M.M.S.A, each of whom is a "qualified person" within the meaning of NI 43-101 and independent of Western Exploration and Crystal Peak. To Crystal Peak's and Western Exploration's knowledge, the foregoing persons do not own any Crystal Peak Shares or membership units of Western Exploration as of the date hereof.

Sponsorship

Sponsorship in the context of a Reverse Takeover is required by the Exchange unless exempt in accordance with Exchange Policy 2.2. Crystal Peak will seek a waiver from the Exchange's sponsorship requirements if no exemption is available in accordance with Exchange Policy 2.2. There is no guarantee that Crystal Peak will obtain a waiver if sought from the Exchange's sponsorship requirements.

See *"Regulatory Approvals and Filings"*.

Risk Factors

In considering approval of the Arrangement, Crystal Peak Shareholders should carefully consider certain risks associated with the Arrangement, Western Exploration and the proposed business of the Resulting Issuer. Crystal Peak Shareholders should understand that if the Continuance Resolution and the Arrangement Resolution are approved at the Meeting, then Crystal Peak will complete the Arrangement (subject to the satisfaction and/or waiver (where permitted) of all other conditions precedent to the Arrangement) and, as a result, Crystal Peak Shareholders will be subject to all of the risks associated with Western Exploration, the operations of the Resulting Issuer and the industry in which it will operate.

The securities of Crystal Peak and the Resulting Issuer should be considered a highly speculative investment and investors should carefully consider the risks factors disclosed under the heading *"Risk Factors"*, together with other information contained herein. If any of such risks actually occurs, the Resulting Issuer's business, results of operations and financial condition could suffer significantly.

Risks and uncertainties, including those currently unknown to or considered immaterial by Crystal Peak and Western Exploration may also adversely affect the business of Crystal Peak and the Resulting Issuer going forward.

See *"Risk Factors"*.

PROXY RELATED INFORMATION

Solicitation of Proxies

This Information Circular is provided in connection with the solicitation of proxies by the management of Crystal Peak for use at the annual general and special meeting of the shareholders of the Corporation to be held on December 15, 2021 at the time and place and for the purposes set out in the accompanying Notice of Meeting and at any adjournment thereof. The solicitation will be made by mail and may also be supplemented by telephone or other personal contact to be made without special compensation by directors, officers and employees of the Corporation. The Corporation will bear the cost of this solicitation. The Corporation will not reimburse shareholders, nominees or agents for the cost incurred in obtaining from their principals authorization to execute forms of proxy.

Appointment and Revocation of Proxy

Registered Crystal Peak Shareholders

Registered Crystal Peak Shareholders may vote their Crystal Peak Shares by attending the Meeting in person or by completing the enclosed proxy. Registered Crystal Peak Shareholders should deliver their completed proxies to TSX Trust Company, Attn: Proxy Department, 301-100 Adelaide Street West, Toronto, Ontario, M5H 4H1 (by mail, facsimile or internet according to the instructions on the proxy), not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting, otherwise the shareholder will not be entitled to vote at the Meeting by proxy.

The persons named in the proxy are directors and officers of the Corporation and are proxyholders nominated by management. **A shareholder has the right to appoint a person other than the nominees of management named in the enclosed instrument of proxy to represent the shareholder at the Meeting. To exercise this right, a shareholder must insert the name of its nominee in the blank space provided. A person appointed as a proxyholder need not be a shareholder of the Corporation.**

A registered shareholder may revoke a proxy by:

(a) signing a proxy with a later date and delivering it at the place and within the time noted above;

(b) signing and dating a written notice of revocation (in the same manner as the proxy is required to be executed, as set out in the notes to the proxy) and delivering it to the registered office of the Corporation, located at 200 – 204 Lambert Street, Whitehorse, Yukon Territory, Y1A 3T2, Canada, at any time up to and including the last Business Day preceding the day of the Meeting, or any adjournment thereof at which the proxy is to be used, or to the Chair of the Meeting on the day of the Meeting or any adjournment thereof; or

(c) in any other manner provided by Law.

Beneficial Crystal Peak Shareholders

The information set forth in this section is of significant importance to many Crystal Peak Shareholders, as many Crystal Peak Shareholders do not hold their Crystal Peak Shares in their own name. Crystal Peak Shareholders holding their Crystal Peak Shares through banks, trust companies, securities dealers or brokers, trustees or administrators of self-administered RRSP's, RRIF's, RESP's and similar plans or other persons or otherwise not in their own name should note that only proxies deposited by Crystal Peak Shareholders appearing on the records maintained by Crystal Peak's transfer agent as Registered Crystal Peak Shareholders will be recognized and allowed to vote at the Meeting. If a Crystal Peak Shareholder's shares are listed in an account statement provided to the Crystal Peak Shareholder by a broker, in all likelihood those shares are **not** registered in the Crystal Peak Shareholder's name and that shareholder is a Beneficial Crystal Peak Shareholder. Such shares are most likely registered in the name of the Crystal Peak Shareholder's broker or an agent of that broker. In Canada the vast majority of such shares are registered under the name of CDS & Co., the registration name for The Canadian Depository for Securities, which

acts as nominee for many Canadian brokerage firms. Crystal Peak Shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted at the Meeting at the direction of the Beneficial Crystal Peak Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. **Therefore, each Beneficial Crystal Peak Shareholder should ensure that voting instructions are communicated to the appropriate party well in advance of the Meeting.**

Regulatory policies require Intermediaries to seek voting instructions from Beneficial Crystal Peak Shareholders in advance of shareholder meetings. Beneficial Crystal Peak Shareholders have the option of not objecting to their Intermediary disclosing certain ownership information about themselves to Crystal Peak (such Beneficial Crystal Peak Shareholders are designated as non-objecting beneficial owners, or 'NOBOs') or objecting to their Intermediary disclosing ownership information about themselves to Crystal Peak (such Beneficial Crystal Peak Shareholders are designated as objecting beneficial owners, or 'OBOs').

In accordance with the requirements of NI 54-101, Crystal Peak has elected to send the Notice of Meeting, this Information Circular and a VIF request (instead of a proxy) directly to the NOBOs and indirectly through Intermediaries to the OBOs. Crystal Peak intends to pay for the Intermediaries to forward the Meeting Materials to OBOs.

Meeting Materials sent to Beneficial Crystal Peak Shareholders are accompanied by a VIF, instead of a proxy. By returning the VIF in accordance with the instructions noted on it, a Beneficial Crystal Peak Shareholder is able to instruct the Intermediary (or other registered shareholder) how to vote the Beneficial Crystal Peak Shareholder's shares on the Beneficial Crystal Peak Shareholder's behalf. For this to occur, it is important that the VIF be completed and returned in accordance with the specific instructions noted on the VIF.

The majority of Intermediaries now delegate responsibility for obtaining instructions from Beneficial Crystal Peak Shareholders to Broadridge in Canada. Broadridge typically prepares a machine-readable VIF, mails these VIFs to Beneficial Crystal Peak Shareholders and asks Beneficial Crystal Peak Shareholders to return the VIFs to Broadridge, usually by way of mail, the internet or telephone. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting by proxies for which Broadridge has solicited voting instructions. A Beneficial Crystal Peak Shareholder who receives a Broadridge VIF cannot use that form to vote shares directly at the Meeting. The VIF must be returned to Broadridge (or instructions respecting the voting of shares must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the shares voted. If you have any questions respecting the voting of shares held through an Intermediary, please contact that Intermediary for assistance.

In either case, the purpose of this procedure is to permit Beneficial Crystal Peak Shareholders to direct the voting of the shares which they beneficially own. **A Beneficial Crystal Peak Shareholder receiving a VIF cannot use that form to vote Crystal Peak Shares directly at the Meeting – Beneficial Crystal Peak Shareholders should carefully follow the instructions set out in the VIF including those regarding when and where the VIF is to be delivered.** Should a Beneficial Crystal Peak Shareholder who receives a VIF wish to attend the Meeting or have someone else attend on their behalf, the Beneficial Crystal Peak Shareholder may request a legal proxy as set forth in the VIF, which will grant the Beneficial Crystal Peak Shareholder or their nominee the right to attend and vote at the Meeting.

A Registered Crystal Peak Shareholder may revoke a proxy given pursuant to this solicitation by an instrument in writing, including another proxy bearing a later date, executed by the Registered Crystal Peak Shareholder or by its attorney authorized in writing, and deposited at: (i) the Corporation's registrar and transfer agent, TSX Trust Company, at any time up to and including the last Business Day preceding the day of the Meeting at which the proxy is to be used; (ii) the Corporation's registered office at Suite 200-204 Lambert Street Whitehorse, Yukon, Y1A 1Z4, at any time up to and including the last Business Day preceding the day of the Meeting at which the proxy is to be used; (iii) with the chairman of such Meeting on the day of the Meeting; or (iv) in any other manner permitted by Law. A Beneficial Crystal Peak Shareholder who wishes to change its vote must, at least seven days before the Meeting, arrange for its Intermediary to revoke its VIF on its behalf.

All references to "shareholders" and "Crystal Peak Shareholders" in this Information Circular and the accompanying instrument of proxy and Notice of Meeting are to Registered Crystal Peak Shareholders unless specifically stated otherwise.

The Meeting Materials are being sent to both registered and non-registered owners of Crystal Peak Shares. If you are a Beneficial Crystal Peak Shareholder who is a NOBO and Crystal Peak or its agent has sent the Meeting Materials directly to you, your name and address and information about your holdings of Crystal Peak's securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. By choosing to send the Meeting Materials to you directly, Crystal Peak (and not the Intermediary holding on your behalf) has assumed responsibility for (i) delivering the Meeting Materials to you and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the VIF.

Crystal Peak is not relying on the notice and access delivery procedures outlined in NI 54-101 to distribute copies of proxy-related materials in connection with the Meeting.

Voting of Shares and Exercise of Discretion of Proxies

If a Crystal Peak Shareholder specifies a choice with respect to any matter to be acted upon, the Crystal Peak Shares represented by proxy will be voted or withheld from voting by the proxyholder in accordance with those instructions on any ballot that may be called for. In the enclosed form of proxy, in the absence of any instructions in the proxy, it is intended that such Crystal Peak Shares will be voted by the proxyholder, if a nominee of management, in favour of the motions proposed to be made at the Meeting as stated under the headings in the Notice of Meeting. If any amendments or variations to such matters, or any other matters, are properly brought before the Meeting, the proxyholder, if a nominee of management, will exercise its discretion and vote on such matters in accordance with its best judgment.

The instrument of proxy enclosed, in the absence of any instructions in the proxy, also confers discretionary authority on any proxyholder other than the nominees of management named in the instrument of proxy with respect to the matters identified herein, amendments or variations to those matters, or any other matters which may properly be brought before the Meeting. To enable a proxyholder to exercise its discretionary authority, a Crystal Peak Shareholder must strike out the names of the nominees of management in the enclosed instrument of proxy and insert the name of its nominee in the space provided, and not specify a choice with respect to the matters to be acted upon. This will enable the proxyholder to exercise its discretion and vote on such matters in accordance with its best judgment.

At the time of printing this Information Circular, management of Crystal Peak is not aware that any amendments or variations to existing matters or new matters are to be presented for action at the Meeting.

Interest of Certain Persons in Matters to be Acted Upon

Crystal Peak is not aware of any material interest, direct or indirect, by way of Beneficial Ownership of securities or otherwise, of each of the following persons in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditors:

(a) each person who has been a director or executive officer of Crystal Peak at any time since the beginning of Crystal Peak's last financial year;

(b) each proposed nominee for election as a director of Crystal Peak; and

(c) each Associate or Affiliate of any of the foregoing.

Voting Securities and Principal Holders

Crystal Peak Shareholders of record at the close of business on November 8, 2021 (being the Record Date) who either personally attends the Meeting or who has completed and delivered a proxy in the manner and subject to the provisions

described above, shall be entitled to vote or to have such shareholder's shares voted at the Meeting, or any adjournment thereof.

The Corporation's authorized capital consists of an unlimited number of voting common shares, non-voting common shares without par value and an unlimited number of Preference Shares. As at the Record Date, (i) 178,222,314 Crystal Peak Shares were issued and outstanding and (ii) nil Preference Shares were issued and outstanding.

To the knowledge of the directors and senior officers of the Corporation, as of the date of this Information Circular, no person owns, directs, or controls, directly or indirectly, ten percent (10.0%) or more of the issued and outstanding Crystal Peak Shares, other than as set out below:

Name and Municipality of Residence	Number of Crystal Peak Shares Owned or Controlled	Percentage of Outstanding Crystal Peak Shares
EMR Capital Resources Fund 1, LP	63,293,955	35.5%
Tata Chemicals Limited	29,055,612	16.3%

The proposed directors and officers of the Resulting Issuer are, as a group, expected to own or control, directly or indirectly, in the aggregate 843,405 Resulting Issuer Shares, representing approximately 2.8% of the Resulting Issuer Shares expected to be issued and outstanding as at Closing, on an undiluted basis. On Closing, the proposed directors and officers of the Resulting Issuer are also, as a group, expected to own or control, directly or indirectly, in the aggregate 11.72% of Golkonda LLC, a Control Person of the Resulting Issuer. See Appendix "H" – *"Information Concerning the Resulting Issuer – Directors, Officers, and Promoters"* and Appendix "H" – *"Information Concerning the Resulting Issuer – Principal Securityholders"*.

If the Continuance Resolution and the Arrangement Resolution are approved by Crystal Peak Shareholders, voting as a single class, and the Arrangement is completed, the Resulting Issuer will cause a reconstitution of the Resulting Issuer Board to be effected and will effect a change in management of the Resulting Issuer.

Corporate Governance

See Appendix "C" – *"Corporate Governance Disclosure of Crystal Peak"*.

Audit Committee and Relationship with Auditors

See Appendix "D" – *"Audit Committee Charter For Crystal Peak"*.

Indebtedness of Directors and Executive Officers

No current or former directors, executive officers or employees of Crystal Peak or any subsidiary thereof, have other than "routine indebtedness" (within the meaning of paragraph 10.3(c) of Form 51-102F5) to Crystal Peak or any subsidiary thereof.

Other Matters

It is not known whether any other matters will come before the Meeting other than those set forth above and in the Notice of Meeting, but if any other matters do arise, the management nominees named in the proxy intend to vote on any poll, in accordance with their best judgment, exercising discretionary authority with respect to amendments or variations of matters ratified in the Notice of Meeting and other matters which may properly come before the Meeting or any adjournment.

Additional Information

Additional information is available on SEDAR (www.sedar.com) under Crystal Peak's issuer profile, including financial information provided in Crystal Peak's financial statements and management discussion and analysis. The audited financial statements for the year ending December 31, 2020 together with the auditor's report thereon will be presented at the Meeting. Copies of Crystal Peak's financial statements and management discussion and analysis can be requested from the Corporation at 200 - 204 Lambert Street, Whitehorse, Yukon Territory, Y1A 3T2, Canada.

PARTICULARS OF MATTERS TO BE ACTED UPON AT THE MEETING

The Continuance and the Arrangement

On February 19, 2021, Crystal Peak entered into the Arrangement Agreement with Western Exploration, pursuant to which the Arrangement will be effected by way of a Plan of Arrangement under Part 9, Division 5 of the BCBCA, following the Continuance and the Name Change. The Arrangement will result in a "Reverse Takeover" (as defined in the policies of the Exchange) of Crystal Peak by Western Exploration, with the Resulting Issuer continuing as "Western Exploration Inc."

Pursuant to the Arrangement, commencing at the Effective Time and among other things, the following events or transactions will occur (and will be deemed to occur) in the following sequence without any further act or formality of any Person:

(a) each Crystal Peak Option outstanding immediately prior to the Effective Time (whether vested or unvested) will be (and will be deemed to be) assigned and transferred, without any further action by or on behalf of a holder of Crystal Peak Options, to Crystal Peak for cancellation without any payment thereon, and upon such assignment, such holders will cease to be holders of Crystal Peak Options and removed from each applicable register of Crystal Peak Options, and the option plan of Crystal Peak and all agreements relating to the Crystal Peak Options will be terminated and be of no further force and effect;

(b) each Crystal Peak RSU outstanding immediately prior to the Effective Time (whether vested or unvested) will be (and will be deemed to be) assigned and transferred, without any further action by or on behalf of a holder of Crystal Peak RSUs, to Crystal Peak for cancellation without any payment thereon, and upon such assignment, such holders will cease to be holders of Crystal Peak RSUs and removed from each applicable register of Crystal Peak RSUs, and the RSU plan of Crystal Peak and all agreements relating to the Crystal RSUs will be terminated and be of no further force and effect;

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

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

(e) each Non-Voting Crystal Peak Share issued and outstanding immediately prior to the Effective Time (other than Non-Voting Crystal Peak Share held by a Crystal Peak Dissenting Shareholder in respect of which Dissent Rights have been validly exercised) will be (and will be deemed to be) exchanged for one (1) Crystal Peak Share, without any further act or formality by or on behalf of any holder

thereof, and upon such exchange, each holder of Non-Voting Crystal Shares shall cease to be a holder of Non-Voting Crystal Peak Shares, removed from the central securities register of Non-Voting Crystal Shares and be deemed to be the holder of and shall be entered in the central securities register of Crystal Peak Shares;

(f) all of the Crystal Peak Shares issued and outstanding (other than any Crystal Peak Shares in respect of which a Crystal Peak Shareholder has validly exercised Dissent Rights) will be consolidated pursuant to the Consolidation (on the basis of three hundred and sixty-three point three (363.3) pre-Consolidation Crystal Shares for one (1) post-Consolidation Crystal Peak Share), provided that where the aggregate number of post-Consolidation Crystal Peak Shares that a Crystal Peak Shareholder would otherwise be entitled to receive in accordance with the foregoing includes a fractional post-Consolidation Crystal Share, then the aggregate number of post-Consolidation Crystal Peak Shares that such Crystal Peak Shareholder shall be entitled to receive shall instead be rounded down to the nearest whole number and any such fractional post-Consolidation Crystal Peak Share shall be cancelled without any payment thereon;

(g) Crystal Peak Subco will merge with and into Western Exploration Parentco to form one company (Amalco) with the same effect as if they had amalgamated under Section 269 of the BCBCA, with the legal existence of Western Exploration Parentco surviving the amalgamation as Amalco, and upon the amalgamation becoming effective, among other things, each Western Exploration Parentco Share outstanding immediately prior to the amalgamation shall be (and shall be deemed to be) cancelled, and in consideration therefor such holder will receive one (1) fully paid and non-assessable post-Consolidation Crystal Peak Share;each Subscription Receipt outstanding immediate prior to the Effective Time will be (and will be deemed to be) converted in accordance with its terms, and without any further authorization, act or formality on the part of the holder thereof, into (i) one (1) post-Consolidation Crystal Peak Share, and (ii) one (1) Financing Warrant;

(h) Crystal Peak will be renamed "Western Exploration Inc.", or such other name as Western Exploration may direct and the registered office of the Resulting Issuer shall be 666 Burrard Street, Suite 2500, Vancouver, British Columbia, V6C 2X8, Canada;

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

(j) the Resulting Issuer Board will be reconstituted to be composed of the following six (6) directors from the Effective Time: (i) Marceau Schlumberger; (ii) Brian Kennedy; (iii) Nicolas Schlumberger; (iv) Gerard Munera; (v) John Rogers; and (vi) Darcy Marud; and

(k) Amalco shall be wounded up into the Resulting Issuer and dissolved with the same effect as set out in Section 344 of BCBCA, and in connection with the foregoing, (i) all of the assets of Amalco shall be distributed to the Resulting Issuer; (ii) all of the liabilities of Amalco shall be assumed by the Resulting Issuer; and (iii) the shares of Amalco issued to Crystal pursuant to Crystal Peak Subco, in connection with the amalgamation contemplated in paragraph (g) above, shall be cancelled,

all as more particularly described in this Information Circular. The principal features of the Arrangement as summarized herein are qualified in their entirety by reference to the full text of the Arrangement Agreement and the Plan of Arrangement.

Management of the Resulting Issuer is expected to be composed of Mr. Darcy Marud (President and Chief Executive Officer), Mr. Curtis Turner (Chief Financial Officer) and Mr. Jacob Fainzilberg (Corporate Secretary).

The Resulting Issuer will be capitalized after giving effect to the Financing and, with the completion of the Arrangement, will be well-positioned in the business of exploration, acquisition, development, and mining (if warranted) of precious metal and other mineral deposits in the State of Nevada. See *"Subscription Receipt Financing"*.

Continuance Resolution

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass a special resolution, voting together as a single class, approving, among other things, the Continuance (being, the continuance of Crystal Peak from the Yukon Territory to the Province of British Columbia), which is required for the Arrangement to proceed under the BCBCA. To be effective, the Continuance Resolution must be approved at the Meeting by at least two-thirds (66⅔ percent) of the votes cast on the Continuance Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

If the Continuance Resolution is duly passed at the Meeting, then the chair of the Meeting will adjourn the Meeting, complete the Continuance (being, the continuance of the Corporation from the jurisdiction of the YBCA to the BCBCA) and, once completed, reconvene the Meeting as a meeting of shareholders pursuant to the BCBCA.

Arrangement Resolution

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass a special resolution approving, among other things, the Arrangement. To be effective, the Arrangement Resolution must be approved at the Meeting by at least two-thirds (66⅔ percent) of the votes cast on the Arrangement Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

The full text of the Continuance Resolution, the Arrangement Resolution and the other Resolutions to be considered at the Meeting are set forth in Appendix "A" – *"Resolutions to be Approved at the Meeting"*, attached to the Information Circular.

The Crystal Peak Board recommends that Crystal Peak Shareholders vote "FOR" the Continuance Resolution and the Arrangement Resolution. In the absence of instructions to the contrary, the persons whose names appear in the attached Proxy intend to vote "FOR" the Continuance Resolution and the Arrangement Resolution.

If the Continuance Resolution and/or the Arrangement Resolution do not receive the requisite approval, the Arrangement will not proceed.

See *"The Continuance* and the Arrangement*", "Arrangement Agreement", "Voting Support Agreements", "Subscription Receipt Financing",* Appendix "H" – *"Information Concerning the Resulting Issuer"* and Appendix "M" – *"Unaudited Pro Forma Financial Statements of the Resulting Issuer"*.

Resulting Issuer Equity Incentive Compensation Plan

The Resulting Issuer Equity Incentive Compensation Plan, a copy of which is attached as Appendix "E" – *"Equity Incentive Compensation Plan"* to this Information Circular, is proposed to be adopted for the Resulting Issuer. Pursuant to Policy 4.4 – *Incentive Stock Options of the Exchange*, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass, with or without variation, an ordinary resolution approving the Resulting Issuer Equity Incentive Compensation Plan at the Meeting.

A description of the key terms of the Resulting Issuer Equity Incentive Compensation Plan, which is qualified in its entirety by reference to the full text of the Resulting Issuer Equity Incentive Compensation Plan, is set forth in Appendix "H" – *"Information Concerning the Resulting Issuer"* under the heading *"Approval of the Resulting Issuer Equity Incentive Compensation Plan"*.

If the Omnibus Equity Incentive Plan Resolution is approved by the Crystal Peak Shareholders and the Arrangement is completed, then the Resulting Issuer Equity Incentive Compensation Plan will be authorized

to be implemented by the Resulting Issuer. Completion of the Arrangement is not conditional upon approval of the Omnibus Equity Incentive Plan Resolution.

The Crystal Peak Board unanimously recommends that Crystal Peak Shareholders vote "FOR" the Omnibus Equity Incentive Plan Resolution. Unless otherwise directed, it is the intention of the persons designated in the accompanying form of proxy to vote in favour of the Omnibus Equity Incentive Plan Resolution.

Election of Directors

The directors of Crystal Peak are elected annually and hold office until the next annual general meeting of the Crystal Peak Shareholders or until their successors are elected or until such director's earlier death, resignation or removal. The management of Crystal Peak proposes to nominate the persons listed below for election as directors of Crystal Peak to serve until their successors are elected or appointed. In the absence of instructions to the contrary, proxies given pursuant to the solicitation by the management of Crystal Peak will be voted for the nominees listed in this Information Circular. A full text of the resolution appointing the directors is included in Appendix "A" – *"Resolutions to be Approved at the Meeting"*. **The Crystal Peak Board unanimously recommends that Crystal Peak Shareholders vote "FOR" each Director Election Resolution and the nominees set forth below. Management does not contemplate that any of the nominees will be unable to serve as a director. If any vacancies occur in the nominees listed below before the Meeting, management will exercise discretion to vote the proxy for the election of any other person or persons as directors.**

The following table sets out the names of the nominees for election as directors, the offices they hold within Crystal Peak, their occupations, the length of time they have served as directors of Crystal Peak, and the number of shares of Crystal Peak and its subsidiaries which each beneficially owns directly or indirectly or over which control or direction is exercised as of the date of the Notice of Meeting:

Name, jurisdiction of residence and office to be held	Principal Occupation within the past five years	Director / Officer Since	Number of Crystal Peak Shares to be Held Directly or Indirectly[1][4]
Herbert Scruggs[2] *Utah, United States*	Since February 2014, founding partner of the Cynosure Group.	June 2017	100,000
Daniel Basse[3] *Illinois, United States*	Since 2001, President of AgResource Company, an agricultural research company.	May 2011	4,247,764
De Lyle Bloomquist[3] *Arizona, United States*	Since March 2015, Private businessman. Formerly, president, Global Chemicals Business of Tata Chemicals Limited from July 2009 to March 2015.	October 2011	1,011,369
Robert Curtis *Victoria, Australia*	Since 2011, Investment director, EMR Capital Pty Ltd; Business Development.	June 2015	nil

Notes:

(1) This column represents the number of Crystal Peak Shares beneficially owned as of the date of this Information Circular and thus does not take into account the proposed Consolidation. Assuming completion of the Consolidation, such individual's beneficial ownership of Crystal Peak Shares will be as follows: (i) H. Scruggs: 275; (ii) D. Basse: 11,692; (iii) D. Bloomquist: 2,783; and (iv) R. Curtis: nil.
(2) Chairman of the Crystal Peak board of directors.
(3) Member of Crystal Peak's Audit Committee.
(4) This information has been provided by the respective directors individually.

If the Continuance Resolution and the Arrangement Resolution are approved by Crystal Peak Shareholders, voting together as a single class, and the Arrangement is completed, the Resulting Issuer will cause (i) a reconstitution of the Resulting Issuer Board pursuant to the Plan of Arrangement, and (ii) a change in management of the Resulting Issuer. See *"Information Concerning the Resulting Issuer"*. At the time of the Meeting, the Arrangement will not yet have been completed and there can be no assurance at that time that the Arrangement will be completed. If the Continuance Resolution and the Arrangement Resolution are not

approved by Crystal Peak Shareholders by the required vote, the four directors, being the directors noted above, will remain on the Crystal Peak Board for the ensuing year.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

For the purposes of the following disclosure, "order" means (a) a cease trade order; (b) an order similar to a cease trade order; or (c) an order that denied the relevant company access to any exemption under securities legislation, any of which was in effect for a period of more than thirty (30) consecutive days.

No proposed director of Crystal Peak:

(a) is, as at the date of this Information Circular, or has been, within ten (10) years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including Crystal Peak) that,

(i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

(ii) was subject to an order that was issued after the proposed director was acting in the capacity as director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer,

(b) is, as at the date of this Information Circular, or has been within ten (10) years before the date of this Information Circular, a director or executive officer of any company (including Crystal Peak) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;

(c) has, within the ten (10) years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or

(d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Appointment of Auditors

At the Meeting, the Crystal Peak Shareholders will be asked to appoint the auditor of Crystal Peak. Ordinarily, that would involve re-appointing PricewaterhouseCoopers LLP, Chartered Accountants, Crystal Peak's current auditors, who have been the auditors of Crystal Peak since June 30, 2010, to hold office until the next annual meeting of Crystal Peak Shareholders. However, if the Arrangement is completed, it will be desirable to change the auditor of Crystal Peak. In such circumstance, the Crystal Peak Shareholders would be asked to consider appointing MNP LLP, as auditor of the Resulting Issuer.

In order to avoid changing the auditor of Crystal Peak should it prove unnecessary to do so, and in order to dispense with the need to call an additional meeting of Crystal Peak Shareholders to approve a change of auditor if the Arrangement is completed, Crystal Peak Shareholders will be asked at the Meeting to consider, and if thought appropriate, to pass, with or without variation, the Auditor Resolution, the full text of which is included in Appendix "A" – *"Resolutions to be Approved at the Meeting"*.

The determination not to re-appoint PricewaterhouseCoopers LLP as auditor of Crystal Peak has been made in the context of the Arrangement and not because of any "reportable event" (as that term is defined in NI 51-102).

If the Auditor Resolution is approved by Crystal Peak Shareholders and the Arrangement is completed, then MNP LLP will be appointed as the auditor of the Resulting Issuer. At the time of the Meeting, the Arrangement will not yet have been completed and there can be no assurance at that time that the Arrangement will be completed.

The Crystal Peak Board unanimously recommends that Crystal Peak Shareholders vote "FOR" the Auditor Resolution. Unless otherwise directed, it is the intention of the persons designated in the accompanying form of proxy to vote in favour of the Auditor Resolution.

Approval of the Subscription Receipt Financing

On October 13, 2021, Crystal Peak completed the Financing (being, a brokered private placement of Subscription Receipts, at a price of C$2.65 per Subscription Receipt, for aggregate gross proceeds of approximately C$5,959,680). See *"Subscription Receipt Financing"*.

Pursuant to Policy 4.1 – *Private Placements* of the Exchange, the issue price per Subscription Receipt may not be less than the market price of the Crystal Peak Shares (being, the minimum price permitted by the Exchange), as adjusted to give effect to the Consolidation. The issue price of C$2.65 per Subscription Receipt is below C$7.27, being the market price of the Crystal Peak Shares, as determined by taking into account the market price of the Crystal Peak Shares on the last trading day prior to being halted from trading in connection with the Arrangement and adjusting such price to give effect to the Consolidation. As the issue price of the Subscription Receipts are below market price of Crystal Peak Shares pursuant to Policy 4.1 – *Private Placements* of the Exchange and in accordance with the request of the Exchange, at the Meeting, disinterested Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass the Financing Resolution.

To be effective, the Financing Resolution must be approved at the Meeting by at least the majority (50 percent) of the votes cast on the Financing Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting, excluding the votes attaching to Crystal Peak Shares beneficially owned, or over which control or direction is exercised, by participants in the Financing and their respective Associates and Affiliates (as such terms are defined within the policies of the Exchange). For the purposes of obtaining the approval of the disinterested Crystal Peak Shareholders, as of the date of this Information Circular and to the best of Western Exploration and Crystal Peak's knowledge, no participant in the Financing or any person that may be an Associate or Affiliate of any such participant, owns or exercises control or direction over any securities of Crystal Peak, and accordingly, no votes are required to be excluded for the purposes of the "disinterested vote".

The full text of the Financing Resolution is attached in Appendix "A" – *"Resolutions to be Approved at the Meeting"* to the Information Circular.

Financial Statements

At the Meeting, Crystal Peak Shareholders will receive and consider the consolidated financial statements of Crystal Peak as at and for the years ended December 31, 2020 and 2019 and the independent auditors' report thereon, but no vote by the Crystal Peak Shareholders with respect thereto is required or proposed to be taken.

THE ARRANGEMENT

Background to the Arrangement

In October 2020, in connection with a restructuring transaction with EMR, Crystal Peak divested of its former sulfate of potash project in west central Utah and, following the divesture, Crystal Peak's sole asset is cash on hand. Prior to announcing the Arrangement, Crystal Peak's management regularly considered and discussed potential acquisition

opportunities with a view to completing an acquisition of an active resource business for the purposes of maximizing shareholder value.

The Arrangement is an Arm's Length Transaction, the terms of which were determined pursuant to arm's length negotiations between the management of each of Crystal Peak and Western Exploration. Such negotiations took place on an ongoing basis between January 1, 2021 and January 19, 2021, resulting in the execution of the RTO Term Sheet.

The RTO Term Sheet outlined the proposed terms and conditions upon which Western Exploration will effect a Reverse Takeover of Crystal Peak through the sale of Western Exploration to Crystal Peak in exchange for Crystal Peak Shares. In addition, the Crystal Peak Shares were proposed to be subject to a consolidation on a 490.97:1 basis, subject to adjustment immediately before the close of the transaction. The consolidation ratio was subsequently revised to a ratio of 363.30:1 in the July 12, 2021 amendment to the Arrangement Agreement.

Following the execution of the RTO Term Sheet, during the period between January 19, 2021 and February 18, 2021 management and legal counsel of each of Crystal Peak and Western Exploration completed confirmatory due diligence, transaction structuring, and negotiated the terms and conditions of the definitive and binding Arrangement Agreement.

After careful consideration, the Crystal Peak Board determined, with advice from its financial and legal advisors, that the Continuance and the Arrangement are each in the best interests of Crystal Peak, and authorized and approved the entering into and execution of the Arrangement Agreement and the transactions contemplated by the Arrangement Agreement. On February 19, 2021, Crystal Peak and Western Exploration executed the Arrangement Agreement, which contains the definitive terms of the proposed Arrangement.

On February 16, 2021, the Crystal Peak Shares were halted pending further news. The last price at which Crystal Peak Shares were quoted was C$0.02 per share as at February 16, 2021. The terms of the Arrangement Agreement were jointly disseminated by Western Exploration and Crystal Peak on February 19, 2021.

All summaries of, and references to, the Arrangement Agreement in this Information Circular are qualified in their entirety by reference to the complete text of the Arrangement Agreement, which is available on SEDAR (www.sedar.com) under Crystal Peak's issuer profile.

Continuance and Arrangement

The Arrangement Agreement and the Plan of Arrangement provide, among other things, for (i) the Continuance (being, the continuance of the Corporation from the Yukon Territory to the Province of British Columbia) and the change in its name to "Western Exploration Inc.", (ii) the cancellation of the Crystal Peak Options and the Crystal Peak RSUs, as well as the Crystal Peak Option Plan and the Crystal Peak RSU Plan, (iii) the acquisition by Crystal Peak of Western Exploration, and (iv) the Consolidation.

Completion of the Arrangement is subject to, among other things, the Continuance Resolution and the Arrangement Resolution being approved by the Crystal Peak Shareholders at the Meeting.

Continuance

It is a condition precedent to the implementation of the Arrangement that Crystal Peak will have been continued from the Yukon Territory under the YBCA to the Province of British Columbia under the BCBCA.

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass a special resolution approving, among other things, the Continuance Resolution, which is required for the Arrangement to proceed under the BCBCA. To be effective, the Continuance Resolution must be approved at the Meeting by at least two-thirds (66⅔ percent) of the votes cast on the Continuance Resolution by the Crystal Peak Shareholders, voting together as a single class, regardless of whether or not such Crystal Peak Shares carry the right to vote, present in person or by proxy at the Meeting.

If the Continuance Resolution is duly passed at the Meeting, then the chair of the Meeting will adjourn the Meeting, complete the Continuance (being, the continuance of the Corporation from the jurisdiction of the YBCA to the BCBCA) and, once completed, reconvene the Meeting as a meeting of shareholders pursuant to the BCBCA.

The YBCA currently governs the corporate affairs of the Corporation and restricts the jurisdictions into which a Corporation may continue. The Registrar appointed under the YBCA is prepared to allow a continuance out of Yukon Territory into British Columbia upon (i) receipt of an application for continuation into British Columbia, and (ii) being satisfied that certain rights, obligations, liabilities and responsibilities of the Corporation as set out in Section 191(9) of the YBCA will remain unaffected as a result of the Continuance.

The BCBCA also provides for companies incorporated in foreign jurisdictions to be continued into British Columbia and allows for companies so continued to continue out to a foreign jurisdiction. A company being continued into British Columbia will be subject to the requirements of the BCBCA and all other Laws of British Columbia that govern corporations. The registration of the Continuance does not create a new legal entity, nor does it prejudice or affect the continuity of the Corporation.

In order to effect the Continuance, the following steps must be taken:

(a) the Crystal Peak Shareholders must approve the Continuance Resolution at the Meeting, authorizing Crystal Peak to, among other things, file an application with the YBCA Registrar to continue out of the Yukon Territory;

(b) the YBCA Registrar will issue a Notice of Authorization (the "**Yukon Authorization**") for Crystal Peak to continue out of the Yukon Territory into the province of British Columbia;

(c) Crystal Peak must then file a continuance application, the notice of articles and the Yukon Authorization and any other necessary documentation with the BCBCA Registrar of Companies, following which the BCBCA Registrar of Companies will issue a Certificate of Continuance; and

(d) Crystal Peak shall immediately file with the YBCA Registrar a certified copy of the Certificate of Continuance and the YBCA Registrar shall issue a Certificate of Discontinuance dated as at the date of the Certificate of Continuance.

On the date shown on the Certificate of Continuance, Crystal Peak will become a corporation continued under the Laws of the Province of British Columbia as if it had been incorporated under the BCBCA and the YBCA will cease to apply to the Corporation. The Continuance will not result in any change of the business of Crystal Peak or its assets, liabilities, or net worth, nor in the persons who constitute the Crystal Peak Board and management. The Continuance is not a reorganization, amalgamation, or merger.

Dissent Rights Pursuant to the Continuance

Registered Crystal Peak Shareholders who wish to dissent with respect to the Continuance Resolution should take note that strict compliance with the dissent procedures is required.

The following description of the dissent procedures is not a comprehensive statement of the procedures to be followed by a Crystal Peak Dissenting Shareholder who seeks payment of the fair value of their Crystal Peak Shares and is qualified in its entirety by the reference to the full text of section 193 of the YBCA, which is attached to this Information Circular as Appendix "O" – *"Dissent Rights Under Business Corporations Act (Yukon)"*. A Crystal Peak Dissenting Shareholder who intends to exercise Dissent Rights should carefully consider and comply with the provisions of section 193 of the YBCA and seek independent legal advice. Failure to comply strictly with the provisions of the YBCA and to adhere to the procedures established therein, may result in the loss of all rights thereunder, including the right to be paid the fair value for their Crystal Peak Shares.

Each Registered Crystal Peak Shareholder may exercise Dissent Rights in connection with the Continuance pursuant to and in the manner set forth in section 193 of the YBCA. Each Crystal Peak Dissenting Shareholder who duly

exercises Dissent Rights in accordance with section 193 of the YBCA shall cease to have any rights as a shareholder of Crystal Peak other than the right to be paid the fair value of their Crystal Peak Shares in an amount as agreed to by the parties or determined by the Yukon Supreme Court.

Beneficial Crystal Peak Shareholders who wish to dissent with respect to their Crystal Peak Shares should be aware that only Registered Crystal Peak Shareholders are entitled to dissent with respect to such shares. Accordingly, a Beneficial Crystal Peak Shareholder who wishes to exercise Dissent Rights must make arrangements for the Registered Crystal Peak Shareholder holding such Beneficial Crystal Peak Shareholder's Crystal Peak Shares to transfer such Crystal Peak Shares into the name of the Beneficial Crystal Peak Shareholder prior to the time the Notice of Objection, as defined below, is required to be received by Crystal Peak, in which case the Beneficial Crystal Peak Shareholder would be able to exercise Dissent Rights directly, or, alternatively, make arrangements for the Registered Crystal Peak Shareholder to exercise Dissent Rights on behalf of the Beneficial Crystal Peak Shareholder. A Registered Crystal Peak Shareholder, such as an Intermediary, who holds Crystal Peak Shares as nominee for Beneficial Crystal Peak Shareholders, some of whom wish to dissent, must exercise Dissent Rights on behalf of such Beneficial Crystal Peak Shareholders with respect to all of the Crystal Peak Shares held for such Beneficial Crystal Peak Shareholder.

Pursuant to section 193 of the YBCA every Registered Crystal Peak Shareholder who dissents from the Continuance Resolution in compliance with section 193 of the YBCA will be entitled to be paid by Crystal Peak the fair value of the Crystal Peak Shares held by such Crystal Peak Dissenting Shareholder determined as of the close of business on the Business Day immediately preceding the date on which the Continuance Resolution was adopted.

A Registered Crystal Peak Shareholder who wishes to dissent to the Continuance Resolution must deliver written notice of dissent (a "**Notice of Objection**") to Crystal Peak Minerals Inc., c/o Macdonald & Company, 200-204 Lambert Street, Whitehorse, Yukon, Y1A 1Z4 (Attention: Gareth C. Howells) on or before the Meeting, and such Notice of Objection must strictly comply with the requirements of section 193 of the YBCA. The Notice of Objection must set out the number of Crystal Peak Shares in respect of which Notice of Objection is being sent (the "**Continuance Notice Shares**") and be in respect of all of the Crystal Peak Shares held by the Registered Crystal Peak Shareholder, either directly or as a nominee for a Beneficial Crystal Peak Shareholder.

Any failure by a Registered Crystal Peak Shareholder to comply fully may result in the loss of that holder's Dissent Rights with respect to the Continuance.

The delivery of a Notice of Objection does not deprive a Crystal Peak Dissenting Shareholder of its right to vote at the Meeting; however, a vote in favour of the Continuance Resolution will result in a loss of their Dissent Right. A vote against the Continuance Resolution, whether in person or by proxy, does not constitute a Notice of Objection, but a Crystal Peak Shareholder need not vote their Crystal Peak Shares against the Continuance Resolution in order to object. Similarly, the revocation of a proxy conferring authority on the proxy holder to vote in favour of the Continuance Resolution does not constitute a Notice of Objection in respect of the Continuance Resolution, but any such proxy granted by a Crystal Peak Shareholder who intends to dissent should be validly revoked in order to prevent the proxy holder from voting such Crystal Peak Shares in favour of the Continuance Resolution. A vote in favour of the Continuance Resolution, whether in person or by proxy, will constitute a loss of a Registered Crystal Peak Shareholder's right to dissent. However, a Crystal Peak Shareholder may vote as a proxy holder for another Crystal Peak Shareholder whose proxy required an affirmative vote, without affecting the right of the proxy holder to exercise Dissent Rights. See "*Appointment and Revocation of Proxy*".

If the Continuance Resolution is adopted by the Crystal Peak Shareholders, the Crystal Peak Dissenting Shareholders and Crystal Peak may agree on the payout value of the Continuance Notice Shares. Otherwise, the Crystal Peak Dissenting Shareholder or Crystal Peak may apply to the Yukon Supreme Court to fix the fair value of the Crystal Peak Dissenting Shareholder's Continuance Notice Shares and the Yukon Supreme Court shall make an order fixing the fair value of such Continuance Notice Shares, giving judgment in that amount against Crystal Peak in favour of the Crystal Peak Dissenting Shareholder and fixing the time by which Crystal Peak must pay that amount to the Crystal Peak Dissenting Shareholder. If such an application is made by a Crystal Peak Dissenting Shareholder or Crystal Peak, Crystal Peak shall, unless the Yukon Supreme Court otherwise orders, send to each Crystal Peak Dissenting Shareholder a written offer (the "**Offer to Purchase**") to pay the Crystal Peak Dissenting Shareholder, an amount

considered by the directors of Crystal Peak to be the fair value of the subject Continuance Notice Shares, together with a statement showing how the fair value of the subject Continuance Notice Shares was determined.

Every Offer to Purchase shall be on the same terms. At any time before the Yukon Supreme Court pronounces an order fixing the fair value of the Crystal Peak Dissenting Shareholder's Continuance Notice Shares, such Crystal Peak Dissenting Shareholder may make an agreement with Crystal Peak for the purchase of such Continuance Notice Shares, in the amount of the Offer to Purchase or otherwise. The Offer to Purchase shall be sent to each Crystal Peak Dissenting Shareholder within 10 days of Crystal Peak being served with a copy of the originating notice if the Crystal Peak Dissenting Shareholder is the applicant, or at least 10 days before the date on which the application is returnable if Crystal Peak is the applicant. Any order of the Yukon Supreme Court may also contain directions in relation to the payment to the Crystal Peak Dissenting Shareholder of all or part of the sum offered for the Continuance Notice Shares, the deposit of the share certificates representing the Continuance Notice Shares, and other matters. If a Crystal Peak Dissenting Shareholder strictly complies with the foregoing requirements of the Dissent Rights, but the Continuance is not completed, Crystal Peak will return to the Crystal Peak Dissenting Shareholder the certificates delivered by the Crystal Peak Dissenting Shareholder, if any.

After a determination of the payout value of the Continuance Notice Shares, Crystal Peak must then promptly pay that amount to the Crystal Peak Dissenting Shareholder.

A Crystal Peak Dissenting Shareholder loses their Dissent Rights with respect to the Continuance if, before full payment is made for the Continuance Notice Shares, Crystal Peak abandons the corporate action that has given rise to such Dissent Rights (namely, the Continuance), a court permanently enjoins the action, or the Crystal Peak Dissenting Shareholder withdraws the Notice of Objection.

Crystal Peak Shareholders who are considering exercising Dissent Rights should be aware that there can be no assurance that the fair value of their Continuance Notice Shares as determined under the applicable provisions of the YBCA will be more than or equal to the potential value of the Resulting Issuer Shares following completion of the Arrangement. In addition, any judicial determination of fair value will result in delay of receipt by a Crystal Peak Dissenting Shareholder of consideration for such Crystal Peak Dissenting Shareholder's Continuance Notice Shares. Furthermore, Crystal Peak Shareholders who are considering exercising Dissent Rights should be aware of the consequences under Canadian and U.S. federal income tax Laws of exercising Dissent Rights in respect of the Continuance. Accordingly, Crystal Peak Shareholders who are considering exercising Dissent Rights should consult with and rely upon their own tax advisors as to the consequences to them under applicable tax Laws of exercising Dissent Rights in respect of the Continuance.

The discussion above is only a summary of the Dissent Rights with respect to the Continuance, which are technical and complex. A Crystal Peak Shareholder who intends to exercise such Dissent Rights should carefully consider and comply with the provisions of sections 193 of the YBCA. Beneficial Crystal Peak Shareholders who wish to dissent should be aware that only a Registered Crystal Peak Shareholder is entitled to dissent.

Crystal Peak suggests that any Crystal Peak Shareholder wishing to avail themselves of the Dissent Rights with respect to the Continuance seek their own legal advice, as a failure to comply strictly with the applicable provisions of the YBCA may prejudice the availability of such Dissent Rights to such Crystal Peak Shareholder. Crystal Peak Dissenting Shareholders should note that the exercise of Dissent Rights with respect to the Continuance can be a complex, time-consuming and expensive process.

If a Crystal Peak Dissenting Shareholder fails to comply strictly with the requirements of the Dissent Rights with respect to the Continuance, they will lose such Dissent Rights.

If, as of the Effective Date, the aggregate number of Crystal Peak Shares in respect of which Registered Crystal Peak Shareholders have duly and validly exercised Dissent Rights or have instituted proceedings to exercise Dissent Rights in connection with the Continuance, exceeds 5% of the Crystal Peak Shares then outstanding, Crystal Peak is entitled, in its discretion, not to complete the Continuance.

Certain Corporate Differences between the YBCA and BCBCA

In general terms, the BCBCA provides to Crystal Peak Shareholders substantively the same rights as are available to Crystal Peak Shareholders under the YBCA, including certain right of dissent. There are, however, important differences. Crystal Peak Shareholders are referred to Appendix "P" – *"Certain Corporate Differences between BCBCA and YBCA"* attached to this Information Circular for summary of the differences between the BCBCA and YBCA. The summary is not exhaustive and Crystal Peak Shareholders are advised to review the full text of the BCBCA and consult their legal advisors regarding the implications of the Continuance.

Arrangement

At the Meeting, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass a special resolution approving, among other things, the Arrangement. To be effective, the Arrangement Resolution must be approved at the Meeting by at least two-thirds (66⅔ percent) of the votes cast on the Arrangement Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

If the Continuance Resolution and the Arrangement Resolution are approved at the Meeting and the applicable conditions to the completion of the Arrangement have been satisfied or waived (if applicable), including the receipt of certain regulatory approvals, then the Arrangement and the Continuance will, among other things, result in a "Reverse Takeover" (as defined in the policies of the TSXV) of Crystal Peak by Western Exploration, with the Resulting Issuer continuing as "Western Exploration Inc.".

Pursuant to the Arrangement, commencing at the Effective Time and among other things, the following events or transactions will occur (and will be deemed to occur) in the following sequence without any further act or formality of any Person:

(a) each Crystal Peak Option outstanding immediately prior to the Effective Time (whether vested or unvested) will be (and will be deemed to be) assigned and transferred, without any further action by or on behalf of a holder of Crystal Peak Options, to Crystal Peak for cancellation without any payment thereon, and upon such assignment, such holders will cease to be holders of Crystal Peak Options and removed from each applicable register of Crystal Peak Options, and the option plan of Crystal Peak and all agreements relating to the Crystal Peak Options will be terminated and be of no further force and effect;

(b) each Crystal Peak RSU outstanding immediately prior to the Effective Time (whether vested or unvested) will be (and will be deemed to be) assigned and transferred, without any further action by or on behalf of a holder of Crystal Peak RSUs, to Crystal Peak for cancellation without any payment thereon, and upon such assignment, such holders will cease to be holders of Crystal Peak RSUs and removed from each applicable register of Crystal Peak RSUs, and the RSU plan of Crystal Peak and all agreements relating to the Crystal RSUs will be terminated and be of no further force and effect;

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

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

(e) each Non-Voting Crystal Peak Share issued and outstanding immediately prior to the Effective Time (other than Non-Voting Crystal Peak Share held by a Crystal Peak Dissenting Shareholder in respect of which Dissent Rights have been validly exercised) will be (and will be deemed to be) exchanged for one (1) Crystal Peak Share, without any further act or formality by or on behalf of any holder thereof, and upon such exchange, each holder of Non-Voting Crystal Shares shall cease to be a holder of Non-Voting Crystal Peak Shares, removed from the central securities register of Non-Voting Crystal Shares and be deemed to be the holder of and shall be entered in the central securities register of Crystal Peak Shares;

(f) all of the Crystal Peak Shares issued and outstanding (other than any Crystal Peak Shares in respect of which a Crystal Peak Shareholder has validly exercised Dissent Rights) will be consolidated pursuant to the Consolidation (on the basis of three hundred and sixty-three point three (363.3) pre-Consolidation Crystal Shares for one (1) post-Consolidation Crystal Peak Share), provided that where the aggregate number of post-Consolidation Crystal Peak Shares that a Crystal Peak Shareholder would otherwise be entitled to receive in accordance with the foregoing includes a fractional post-Consolidation Crystal Share, then the aggregate number of post-Consolidation Crystal Peak Shares that such Crystal Peak Shareholder shall be entitled to receive shall instead be rounded down to the nearest whole number and any such fractional post-Consolidation Crystal Peak Share shall be cancelled without any payment thereon;

(g) the Initial WEX Holdings Share held by Mr. Darcy Marud shall deemed to be, transferred by Mr. Darcy Marud to Western Exploration Parentco, free and clear of all Liens, claims or encumbrances, for cancellation in exchange for the payment by Western Exploration Parentco to Mr. Darcy Marud of the initial subscription price paid of $1 for such share, and upon such transfer Mr. Darcy Marud shall be removed from Western Exploration Parentco's central securities register with respect to the ownership of the Initial WEX Holdings Share;

(h) Crystal Peak Subco will merge with and into Western Exploration Parentco to form Amalco, with the same effect as if they had amalgamated under Section 269 of the BCBCA, with the legal existence of Western Exploration Parentco surviving the amalgamation as Amalco, and upon the amalgamation becoming effective, among other things, each Western Exploration Parentco Share outstanding immediately prior to the amalgamation shall be (and shall be deemed to be) cancelled, and in consideration therefor such holder will receive one (1) fully paid and non-assessable post-Consolidation Crystal Peak Share;

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

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

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

(l) the Resulting Issuer Board will be reconstituted to be composed of the following six (6) directors from the Effective Time: (i) Marceau Schlumberger; (ii) Brian Kennedy; (iii) Nicolas Schlumberger; (iv) Gerard Munera; (v) John Rogers; and (vi) Darcy Marud; and

(m) Amalco shall be wounded up into the Resulting Issuer and dissolved with the same effect as set out in Section 344 of BCBCA, and in connection with the foregoing, (i) all of the assets of Amalco shall be distributed to the Resulting Issuer; (ii) all of the liabilities of Amalco shall be assumed by the Resulting Issuer; and (iii) the shares of Amalco issued to Crystal pursuant to Crystal Peak Subco, in connection with the amalgamation contemplated in paragraph (g) above, shall be cancelled

all as more particularly described in this Information Circular. The principal features of the Arrangement as summarized herein are qualified in their entirety by reference to the full text of the Arrangement Agreement and the Plan of Arrangement.

Management of the Resulting Issuer is expected to be composed of Mr. Darcy Marud (President and Chief Executive Officer), Mr. Curtis Turner (Chief Financial Officer) and Mr. Jacob Fainzilberg (Corporate Secretary).

A detailed description of Western Exploration is attached as Appendix "G" – *"Information Concerning Western Exploration LLC"*. The expected composition of the Resulting Issuer Board is further described in Appendix "H" – *"Information Concerning the Resulting Issuer"*. Crystal Peak Shareholders are urged to carefully read the full text of the Arrangement Agreement, a copy of which has been filed on SEDAR (www.sedar.com) under Crystal Peak's issuer profile.

The Arrangement is subject to, among other things, obtaining (i) the requisite approvals of the Continuance Resolution and the Arrangement Resolution, (ii) the Final Order, and (iii) the approval of the Exchange.

Registered Crystal Peak Shareholders have Dissent Rights in respect of the Arrangement Resolution, as governed by Section 238 of the BCBCA (the "**BCBCA Arrangement Dissent Rights**"). **The BCBCA Arrangement Dissent Rights must be strictly complied with in order for a Registered Crystal Peak Shareholder to receive cash representing the fair value of Crystal Peak Shares held.** To exercise the BCBCA Arrangement Dissent Rights in respect of the Arrangement Resolution, a Notice of Objection to the Arrangement Resolution must be received by Crystal Peak in accordance with the instructions set out in this Information Circular by 5:00 p.m. (Pacific Time) on December 13, 2021, being the day that is two days preceding the Meeting (as may be adjourned or postponed from time to time). For details on the BCBCA Arrangement Dissent Rights, see Appendix "N" – *"Dissent Rights Under Business Corporations Act (British Columbia)"*.

Subscription Receipt Financing

On October 13, 2021, Crystal Peak completed the Financing (being, a brokered private placement of Subscription Receipts, at a price of C$2.65 per Subscription Receipt, for aggregate gross proceeds of approximately C$5,959,680). The Financing was led by the Agents and was completed pursuant to the terms of the Agency Agreement.

The Subscription Receipts are governed by the terms of the Subscription Receipt Agreement. Each Subscription Receipt entitles the holder thereof to receive, upon satisfaction of the Escrow Release Conditions and without the payment of any additional consideration, one Financing Unit, with each Financing Unit comprised of one (1) Financing Share and one (1) Financing Warrant. Each Financing Warrant will entitle the holder thereof to acquire one (1) Warrant Share, at an exercise price of C$3.975 per Warrant Share at any time prior to 5:00 p.m. (Toronto time) on October 13, 2023.

In connection with the Financing, Crystal Peak has agreed to pay the Agents the Cash Commission, in the amount of approximately C$265,146, such amount representing the aggregate of (i) a cash commission of 6% on proceeds of the Financing raised from purchasers not on the President's List, and (ii) a cash commission of 3% on proceeds of the Financing raised from purchasers on the President's List. In addition, Crystal Peak has issued to the Agents an aggregate of 82,752 Broker Warrants, with each Broker Warrant entitling the holder thereof to acquire, following the satisfaction of the Escrow Release Conditions, one Resulting Issuer Share at an exercise price of C$3.05 per share, at any time prior to the date that is 12 months following the Closing.

The Escrowed Proceeds were deposited with the Subscription Receipt Agent on closing of the Financing, to be held in escrow pending satisfaction or waiver of the Escrow Release Conditions. Provided that the Escrow Release

Conditions are satisfied or waived (where permitted) prior the Escrow Release Deadline, the remaining 75% of the Cash Commission (and any interest earned thereon) will be released to the Agents from the Escrowed Proceeds, and the balance of the Escrowed Proceeds (together with interest earned thereon) will be released to Crystal Peak. However, in the event that the Escrow Release Conditions are not satisfied by the Escrow Release Deadline, the proceeds of the Financing will be returned to the holders of the Subscription Receipts and the Subscription Receipts will be cancelled.

The Subscription Receipts and Broker Warrants presently outstanding as issued pursuant to the Financing are subject to a hold period that will expire four months and one day from the closing date of the Financing under applicable securities laws in Canada. It is expected that the underlying Financing Shares and Financing Warrants issued pursuant to the Arrangement, upon satisfaction and / or waiver, as applicable, of the Escrow Release Conditions, will constitute distributions of securities that are exempt from prospectus requirements and not subject to a statutory hold period under applicable Securities Laws in Canada.

Effect of the Continuance and Arrangement Resolutions

If the Continuance Resolution and the Arrangement Resolution are approved at the Meeting and the applicable conditions to the completion of the Arrangement have been satisfied or waived (if applicable), including the receipt of certain regulatory approvals, then the completion of the Continuance and the Arrangement will, among other things, result in a "Reverse Takeover" (as defined in the policies of the TSXV) of Crystal Peak by Western Exploration, with the Resulting Issuer continuing as "Western Exploration Inc."

The principal features of the Arrangement are summarized under the headings *"Arrangement Agreement"* and *"The Arrangement – Continuance and Arrangement – Arrangement"*, and are qualified in their entirety by reference to the full text of the Arrangement Agreement and the Plan of Arrangement. The Arrangement will qualify as a "Reverse Takeover" and a "Change of Control" of Crystal Peak (each as defined in the policies of the Exchange). Upon Closing, the Resulting Issuer will carry on the business and operations of Western Exploration.

Immediately following completion of the Arrangement (including, for greater certainty, the Agnico Royalty Conversion and the Western Exploration Debt Settlement), the Resulting Issuer is expected to have 30,435,126 Resulting Issuer Shares issued and outstanding, on a non-diluted basis, of which (i) current Crystal Peak Shareholders are expected to hold 490,566 Resulting Issuer Shares (or approximately 1.6%), (ii) the former holders of Western Exploration membership interests (including, for greater certainty, the former holders of Promissory Notes and Coral Reef Capital LLC, following the completion of the Western Exploration Debt Settlement), are expected to hold 27,695,624 Resulting Issuer Shares (or approximately 91%), and (iii) current holders of Subscription Receipts are expected to hold 2,248,936 Resulting Issuer Shares (or approximately 7.4%), of the total issued and outstanding Resulting Issuer Shares, in each case on a non-diluted basis.

The foregoing figures are based on (i) the number of Crystal Peak Shares outstanding as of the date hereof (being 178,222,314 Crystal Peak Shares, or 490,566 Resulting Issuer Shares after giving effect to the Consolidation), (ii) the number of Crystal Peak Consideration Shares expected to be issued to former holders of Western Exploration membership interests under the Arrangement (being 27,695,624 Resulting Issuer Shares after giving effect to the Agnico Royalty Conversion and the Western Exploration Debt Settlement), (iii) the number of Resulting Issuer Shares expected to be outstanding upon the satisfaction of the Escrow Release Conditions (being 2,248,936 Resulting Issuer Shares), and (v) no securities exercisable, exchangeable or convertible for Crystal Peak Shares or Resulting Issuer Shares being exercised, exchanged or converted prior to the Closing.

Recommendation of Crystal Peak Board

The Crystal Peak Board has carefully considered the Continuance and the Arrangement and the terms of the Arrangement Agreement and has unanimously concluded that the Arrangement is in the best long-term interests of Crystal Peak and the Crystal Peak Shareholders. **Accordingly, the Crystal Peak Board unanimously recommends that the Crystal Peak Shareholders vote "FOR" the Resolutions.**

Reasons for the Arrangement

In October 2020, in connection with a restructuring transaction with EMR, Crystal Peak divested of its former sulfate of potash project in west central Utah and, following the divesture, Crystal Peak's sole asset is cash on hand. Prior to announcing the Arrangement, Crystal Peak's management regularly considered and discussed potential acquisition opportunities with a view to completing an acquisition of an active resource business for the purposes of maximizing shareholder value.

Western Exploration's current business activities are focused on its flagship Aura Project

The Resulting Issuer will be capitalized after giving effect to the Financing and, with the completion of the Arrangement, will be well-positioned in the business of acquisition, exploration and development of precious metal mineral properties in the State of Nevada.

The Crystal Peak Board considers the Reverse Takeover by Western Exploration to be a positive development for Crystal Peak based on the terms of the Arrangement Agreement and the expected resulting benefits of the Arrangement, which include but are not limited to, the:

(a) quality of the Aura Project;

(b) proven track-record of the board and management of the Resulting Issuer;

(c) strong balance sheet and capitalization of the Resulting Issuer (particularly after considering the proceeds from the Financing);

(d) enhanced market profile of "Western Exploration Inc." and the Resulting Issuer's expected ability to access capital; and

(e) low geo-political risk associated with Western Exploration and its operations.

In coming to its conclusions and recommendations, the Crystal Peak Board considered a number of factors including the following:

(a) the Arrangement provides Crystal Peak Shareholders with the opportunity to participate in an active resource exploration business;

(f) the support of the financing community;

(g) the current commodity price cycle;

(h) the terms and conditions of the Arrangement Agreement;

(i) the estimates and recommendations set out in the Aura Technical Report;

(j) the proven track-record and significant experience of the proposed new directors and management of the Resulting Issuer; and

(k) such other information concerning the financial condition, results of operations, business plans and prospects of Crystal Peak, Western Exploration and the Resulting Issuer and the resulting potential for enhanced business efficiency, management effectiveness and financial results of the Resulting Issuer.

Securities Law Matters

Crystal Peak is a reporting issuer in the provinces of British Columbia, Alberta and Ontario. The Crystal Peak Shares are currently listed on the NEX Board of the Exchange under the symbol "CPM.H" and on the OTC Pink Sheets under the symbol "CPMMF". As part of the Arrangement, Crystal Peak intends to be renamed "Western Exploration Inc." and trade under a new symbol "WEX".

Crystal Peak has applied, and received conditional approval of the Exchange, to list the Resulting Issuer Shares issuable under the Arrangement on the Exchange. It is a condition of closing that the Exchange shall have conditionally approved the listing thereon, subject to official notice of issuance, of the Resulting Issuer Shares issuable pursuant to the Arrangement as of the Effective Date, with final notice of issuance to be provided by the Exchange as soon as possible thereafter.

The issuance of Resulting Issuer Shares pursuant to the Arrangement will constitute a "Reverse Takeover" of Crystal Peak as defined under Exchange Policy 5.2.

Note to U.S. Securityholders

The post-Consolidation Crystal Peak Shares and the Crystal Peak Warrants (for greater certainty, to acquire post-Consolidation Crystal Peak Shares) to be issued to the Western Exploration Securityholders pursuant to the Arrangement have not been and will not be registered under the 1933 Act or the securities laws of any state of the United States and will be issued in reliance on the reliance upon the exemption from the registration requirement of the 1933 Act provided by Section 3(a)(10) thereof and corresponding exemptions under the state securities laws of each state of the United States in which Western Exploration Securityholders in the United States are domiciled. Section 3(a)(10) exempts securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been approved by any court of competent jurisdiction, expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of the issuance and exchange at which all persons to whom the securities will be issued have the right to appear and receive timely notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Arrangement will be considered. The Court granted the Interim Order on November 12, 2021, and, subject to the approval of the Arrangement by Shareholders, a hearing on the Arrangement will be held on December 17, 2021 by the Court. The Final Order will, if granted, constitute a basis for the exemption from the registration requirement of the 1933 Act with respect to the post-Consolidation Crystal Peak Shares and Resulting Issuer Warrants to be issued pursuant to the Arrangement to the Western Exploration Securityholders.

The post-Consolidation Crystal Peak Shares and Resulting Issuer Warrant to be held by the Western Exploration Securityholders following completion of the Arrangement, will be freely transferable under U.S. federal securities laws, except by persons who are "affiliates" (as defined in Rule 144 under the 1933 Act) of the issuer after the Arrangement or within 90 prior to the Arrangement. With respect to the post-Consolidation Crystal Peak Shares, because Crystal Peak may be a "shell company" at the time of the Arrangement, additional resale limitations under Rule 145(c) and (d) under the 1933 Act may apply to any party to that transaction (other than the Resulting Issuer) and to any person who is an affiliate of such party at the time such transaction is submitted for vote. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through ownership of voting securities, by contract or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such post-Consolidation Crystal Peak Shares and Resulting Issuer Agnico Warrant by such an affiliate may be subject to the registration requirement of the 1933 Act, absent an exemption therefrom. Subject to certain limitations, such affiliates (and former affiliates) may immediately resell such post-Consolidation Crystal Peak Shares and Resulting Issuer Warrants outside the United States without registration under the 1933 Act pursuant to and in accordance with Regulation S. Such post-Consolidation Crystal Peak Shares and Resulting Issuer Warrants may also be resold in transactions completed in accordance with Rule 144 or Rule 145, as applicable, under the 1933 Act, if available.

Section 3(a)(10) does not provide an exemption for the exercise for the Resulting Issuer Warrants, and the issuance of shares upon exercise of such warrants must be registered under the 1933 Act or exempt from such registration.

The foregoing discussion is only a general overview of certain provisions of United States federal securities laws applicable to the resale of post-Consolidation Crystal Peak Shares and Resulting Issuer Warrants to be received upon completion of the Arrangement. All proposed holders of such securities are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.

OTC Markets Inc. Listing

The Crystal Peak Shares are currently listed on the OTC Pink Sheets under the symbol "CPMMF". Following completion of the Arrangement, Crystal Peak will use its best efforts to cause the Resulting Issuer Shares to be "regularly traded" on an "established securities market" within the meaning of Section 897 of the United States *Internal Revenue Code of 1986* as soon as practicable in 2022, including causing the Resulting Issuer Shares to be regularly quoted by market makers on the U.S. OTC Pink marketplace or other U.S. OTC marketplace. Crystal Peak will apply to apply to have the Resulting Issuer Shares quoted on the OTCQB or OTCQX, if eligible, as soon as practicable in 2022.

Share Consolidation

Pursuant to the Arrangement, among other things, the Crystal Peak Shares outstanding immediately prior to the effective time of the Consolidation in the sequence of steps contemplated by the Plan of Arrangement will be consolidated on the basis of one (1) post-Consolidation Crystal Peak Share for each 363.30 pre-Consolidation Crystal Peak Shares.

Principal Effects of the Share Consolidation

The Consolidation, by itself, will not have a dilutive effect on Crystal Peak Shareholders since each Crystal Peak Shareholder will, subject to rounding, hold the same percentage of Crystal Peak Shares outstanding immediately following the Consolidation as such Crystal Peak Shareholder held immediately prior to the Consolidation. The Consolidation will not affect the relative voting and other rights that accompany the Crystal Peak Shares.

The principal effects of the Consolidation include the following:

(a) based on the number of issued and outstanding Crystal Peak Shares as at the date hereof (being 178,222,314 Crystal Peak Shares), the number of issued and outstanding Crystal Peak Shares would be reduced to 490,566 based on a Consolidation ratio of one (1) post-Consolidation Crystal Peak Share for each 363.30 pre-Consolidation Crystal Peak Shares; and

(b) as the Corporation currently has an unlimited number of Crystal Peak Shares authorized for issuance, the Consolidation will not have any effect on the number of Crystal Peak Shares available for issuance.

Effect on Fractional Shareholders

No fractional shares will be issued, and no cash consideration will be paid if, as a result of the Consolidation, a Registered Crystal Peak Shareholder would otherwise become entitled to a fractional Crystal Peak Share. After the Consolidation, then current Crystal Peak Shareholders will have no further interest in the Corporation with respect to their fractional Crystal Peak Shares. This is not, however, the purpose for which the Corporation is effecting the Consolidation.

Effect on Share Certificates

Registered Crystal Peak Shareholders will be required to exchange certificate(s) representing pre-Consolidation Crystal Peak Shares in order to receive certificate(s) representing post-Consolidation Crystal Peak Shares. The Letter of Transmittal is included in the Meeting Materials being sent to Registered Crystal Peak Shareholders. The Letter of Transmittal contains instructions on how to surrender certificate(s) representing pre-Consolidation Crystal Peak Shares in order to receive certificate(s) representing post-Consolidation Crystal Peak Shares.

Crystal Peak will forward to each Registered Crystal Peak Shareholder who has sent the required documents a new Crystal Peak Share certificate representing the number of post-Consolidation Crystal Peak Shares to which such Crystal Peak Shareholder is entitled to receive under the Arrangement. Until surrendered, each Crystal Peak Share certificate representing pre-Consolidation Crystal Peak Shares will be deemed for all purposes to represent the number of whole post-Consolidation Crystal Peak Shares to which the holder is entitled as a result of the Consolidation. Registered Crystal Peak Shareholders should not destroy any Crystal Peak Share certificate(s). The method of delivery of Crystal Peak Share certificates, the Letter of Transmittal and all other required documents will be at the option and risk of the person surrendering them. It is recommended that such documents be delivered by hand to the transfer agent of Crystal Peak, TSX Trust Company, at the address noted in the Letter of Transmittal, and a receipt obtained therefore, or, if mailed, that registered mail with return receipt requested, be used and that proper insurance be obtained.

No new Crystal Peak Share certificate(s) will be issued to a Registered Crystal Peak Shareholder until such Registered Crystal Peak Shareholder has surrendered the corresponding "old" Crystal Peak Share certificate(s), together with a properly completed and executed Letter of Transmittal, to the transfer agent of Crystal Peak, TSX Trust Company. Consequently, in connection with the Consolidation, Crystal Peak Shareholders will need to surrender their "old" Crystal Peak Share certificate(s) before they will be able to sell or transfer their Crystal Peak Shares. If an "old" Crystal Peak Share certificate has any restrictive legends on the back thereof, the new Crystal Peak Share certificate will be issued with the same restrictive legends, if any, that are on back of "old" Crystal Peak Share certificate.

The Letter of Transmittal will instruct Intermediaries to effect the Consolidation for beneficial Crystal Peak Shareholders holding Crystal Peak Shares indirectly. However, such Intermediaries may have different procedures than Registered Crystal Peak Shareholders for processing Crystal Peak Shares that are subject to the Consolidation. If you hold your Crystal Peak Shares with such an Intermediary and if you have any questions in this regard, Crystal Peak encourages you to contact your Intermediary.

Procedure for Implementing the Consolidation

If the Continuance Resolution and the Arrangement Resolution are approved by Crystal Peak Shareholders, voting together as a single class, then the Consolidation will be implemented by filing an alteration to a notice of articles pursuant to the BCBCA to amend the existing notice of articles of Crystal Peak. The Consolidation will become effective on the Effective Date.

Regulatory Approvals and Filings

Exchange Approval

Crystal Peak intends to complete the Arrangement in accordance with Exchange policies. The Exchange has conditionally accepted the Arrangement which will result in a "Reverse Takeover" pursuant to the policies of the Exchange, subject to Crystal Peak fulfilling all the requirements of the Exchange. The proposed Arrangement is subject to acceptance by the Exchange, and Crystal Peak will not proceed with the Arrangement if regulatory acceptance or approval is not obtained. There can be no assurance that all of the requisite approvals will be granted on a timely basis or on conditions satisfactory to Crystal Peak or that approvals will be granted at all.

Sponsorship

Sponsorship in the context of a Reverse Takeover is required by the Exchange unless exempt in accordance with Exchange Policy 2.2. Crystal Peak will seek a waiver from the Exchange's sponsorship requirements if no exemption is available in accordance with Exchange Policy 2.2. There is no guarantee that Crystal Peak will obtain a waiver if sought from the Exchange's sponsorship requirements.

Crystal Peak Shareholder Approval

Completion of the Arrangement is subject to, among other things, the Continuance Resolution and the Arrangement Resolution being approved by the Crystal Peak Shareholders, voting together as a single class, at the Meeting.

Court Approval of the Arrangement

The Arrangement requires approval by the Court under the BCBCA.

If the Resolutions are approved at the Meeting, then Crystal Peak will apply for the Final Order. Subject to the foregoing, the Court hearing in respect of the Final Order is scheduled to take place at 9:45 a.m. (Pacific Time), on December 17, 2021, or as soon thereafter as the hearing of the Final Order can be heard or at such other date and time as the Court may direct, at the Supreme Court of British Columbia.

At the Court hearing, Crystal Peak Shareholders who wish to participate or to be represented or to present evidence or argument may do so, subject to the rules of the Court, the Interim Order and any further order of the Court. Although the authority of the Court is very broad under the BCBCA, Crystal Peak has been advised by counsel that the Court will consider, among other things, the fairness and reasonableness of the terms and conditions of the Arrangement, both from a substantive and procedural point of view, and the rights and interests of every person affected. The Court may approve the Arrangement as proposed or as amended in any manner the Court may direct. The Court's approval is required for the Arrangement to become effective.

Under the terms of the Interim Order, any Crystal Peak Shareholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order. Any person desiring to appear at the hearing of the application for the Final Order is required to file with the Court and deliver to Crystal Peak's legal counsel at the address set out below, by or before 5:00 p.m. (Vancouver Time) on December 13, 2021, a Notice of Appearance and a copy of all materials upon which they intend to rely. If the hearing is postponed, adjourned or rescheduled then, subject to further direction of the Court, only those persons having previously served a Notice of Appearance in compliance with the Interim Order will be given notice of the new date.

The Notice of Appearance and supporting materials must be delivered, within the time specified, to Crystal Peak's legal counsel at the following address:

Osler, Hoskin & Harcourt LLP
1055 West Hastings Street
Suite 1700, The Guinness Tower
Vancouver, BC V6E 2E9

Attention: Brodie Noga
Email: bnoga@osler.com

Crystal Peak Shareholders who wish to participate in or be represented at the Court hearing for the Final Order should consult their legal advisors as to the necessary requirements.

Income Tax Considerations

The tax consequences of the Arrangement for each Crystal Peak Shareholder will depend upon each Crystal Peak Shareholder's particular circumstances. Accordingly, all Crystal Peak Shareholders should consult their own independent tax advisors for advice with respect to the income tax consequences of the Arrangement applicable to them having regard to their own particular circumstances.

ARRANGEMENT AGREEMENT

The Arrangement will be carried out pursuant to the Arrangement Agreement and the Plan of Arrangement. The following is a summary of the principal terms of the Arrangement Agreement and Plan of Arrangement. This summary does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement, which has been filed on SEDAR (www.sedar.com) under Crystal Peak's issuer profile, and to the Plan of Arrangement, which is appended hereto as Appendix "B".

On February 19, 2021, Crystal Peak and Western Exploration entered into the Arrangement Agreement to implement the Arrangement (as subsequently amended on July 12, 2021, October 12, 2021 and November 9, 2021). Pursuant to the terms of the Arrangement Agreement, Crystal Peak and Western Exploration agreed, subject to the terms and conditions set forth therein, to complete the Arrangement, which will, among other things, result in a "Reverse Takeover" (as defined in the policies of the TSXV) of Crystal Peak by Western Exploration, with the Resulting Issuer continuing as "Western Exploration Inc.".

Pursuant to the Arrangement, commencing at the Effective Time and among other things, the following events or transactions will occur (and will be deemed to occur) in the following sequence without any further act or formality of any Person:

(a) each Crystal Peak Option outstanding immediately prior to the Effective Time (whether vested or unvested) will be (and will be deemed to be) assigned and transferred, without any further action by or on behalf of a holder of Crystal Peak Options, to Crystal Peak for cancellation without any payment thereon, and upon such assignment, such holders will cease to be holders of Crystal Peak Options and removed from each applicable register of Crystal Peak Options, and the option plan of Crystal Peak and all agreements relating to the Crystal Peak Options will be terminated and be of no further force and effect;

(b) each Crystal Peak RSU outstanding immediately prior to the Effective Time (whether vested or unvested) will be (and will be deemed to be) assigned and transferred, without any further action by or on behalf of a holder of Crystal Peak RSUs, to Crystal Peak for cancellation without any payment thereon, and upon such assignment, such holders will cease to be holders of Crystal Peak RSUs and removed from each applicable register of Crystal Peak RSUs, and the RSU plan of Crystal Peak and all agreements relating to the Crystal RSUs will be terminated and be of no further force and effect;

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

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

(e) each Non-Voting Crystal Peak Share issued and outstanding immediately prior to the Effective Time (other than Non-Voting Crystal Peak Share held by a Crystal Peak Dissenting Shareholder in respect of which Dissent Rights have been validly exercised) will be (and will be deemed to be) exchanged for one (1) Crystal Peak Share, without any further act or formality by or on behalf of any holder thereof, and upon such exchange, each holder of Non-Voting Crystal Shares shall cease to be a holder of Non-Voting Crystal Peak Shares, removed from the central securities register of Non-Voting Crystal Shares and be deemed to be the holder of and shall be entered in the central securities register of Crystal Peak Shares;

(f) all of the Crystal Peak Shares issued and outstanding (other than any Crystal Peak Shares in respect of which a Crystal Peak Shareholder has validly exercised Dissent Rights) will be consolidated pursuant to the Consolidation (on the basis of three hundred and sixty-three point three (363.3) pre-Consolidation Crystal Shares for one (1) post-Consolidation Crystal Peak Share), provided that where the aggregate number of post-Consolidation Crystal Peak Shares that a Crystal Peak Shareholder would otherwise be entitled to receive in accordance with the foregoing includes a fractional post-Consolidation Crystal Share, then the aggregate number of post-Consolidation

Crystal Peak Shares that such Crystal Peak Shareholder shall be entitled to receive shall instead be rounded down to the nearest whole number and any such fractional post-Consolidation Crystal Peak Share shall be cancelled without any payment thereon;

(g) the Initial WEX Holdings Share held by Mr. Darcy Marud shall deemed to be, transferred by Mr. Darcy Marud to Western Exploration Parentco, free and clear of all Liens, claims or encumbrances, for cancellation in exchange for the payment by Western Exploration Parentco to Mr. Darcy Marud of the initial subscription price paid of $1 for such share, and upon such transfer Mr. Darcy Marud shall be removed from Western Exploration Parentco's central securities register with respect to the ownership of the Initial WEX Holdings Share;

(h) Crystal Peak Subco will merge with and into Western Exploration Parentco to form Amalco, with the same effect as if they had amalgamated under Section 269 of the BCBCA, with the legal existence of Western Exploration Parentco surviving the amalgamation as Amalco, and upon the amalgamation becoming effective, among other things, each Western Exploration Parentco Share outstanding immediately prior to the amalgamation shall be (and shall be deemed to be) cancelled, and in consideration therefor such holder will receive one (1) fully paid and non-assessable post-Consolidation Crystal Peak Share;

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

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

(k) Crystal Peak will be renamed "Western Exploration Inc.", or such other name as Western Exploration may direct and the registered office of the Resulting Issuer shall be 666 Burrard Street, Suite 2500, Vancouver, British Columbia, V6C 2X8, Canada;

(l) the Resulting Issuer Board will be reconstituted to be composed of the following six (6) directors from the Effective Time: (i) Marceau Schlumberger; (ii) Brian Kennedy; (iii) Nicolas Schlumberger; (iv) Gerard Munera; (v) John Rogers; and (vi) Darcy Marud; and

(m) Amalco shall be wounded up into the Resulting Issuer and dissolved with the same effect as set out in Section 344 of BCBCA, and in connection with the foregoing, (i) all of the assets of Amalco shall be distributed to the Resulting Issuer; (ii) all of the liabilities of Amalco shall be assumed by the Resulting Issuer; and (iii) the shares of Amalco issued to Crystal pursuant to Crystal Peak Subco, in connection with the amalgamation contemplated in paragraph (g) above, shall be cancelled,

all as more particularly described in this Information Circular. The principal features of the Arrangement as summarized herein are qualified in their entirety by reference to the full text of the Arrangement Agreement and the Plan of Arrangement.

The terms of the Arrangement Agreement are the result of arm's length negotiations conducted between representatives of the Western Exploration Board and the Crystal Peak Board and their respective advisors.

Representations and Warranties

The Arrangement Agreement contains representations and warranties made by Crystal Peak to Western Exploration and representations and warranties made by Western Exploration to Crystal Peak relating to Western Exploration. Those representations and warranties were made solely for the purposes of the Arrangement Agreement and are subject to important qualifications and limitations agreed to by the Parties in connection with negotiating its terms. Moreover, some of the representations and warranties contained in the Arrangement Agreement are subject to a contractual standard of materiality (including a Material Adverse Effect) that is different from that generally applicable to the public disclosure to Crystal Peak Shareholders or Western Exploration Members, as the case may be, or those standards used for the purpose of allocating risk between parties to an agreement. For the foregoing reasons, you should not rely on the representations and warranties contained in the Arrangement Agreement as statements of factual information at the time they were made or otherwise.

The representations and warranties provided by Crystal Peak in favour of Western Exploration relate to, among other things: (a) organization, corporate capacity and qualification to operate its business in the ordinary course; (b) capitalization; (c) authority to enter into the Arrangement Agreement and perform the obligations thereunder; (d) compliance with public reporting requirements under Securities Laws; (e) the assets of Crystal Peak; (f) financial statements; (g) liabilities and indebtedness; (h) fees payable to brokers or otherwise in connection with the Arrangement or any similar transaction; (i) the preparation of Crystal Peak's financial books, records and accounts; (j) non-competition agreements; (k) absence of certain changes or events since January 1, 2019; (l) absence of defaults; (m) litigation; (n) compliance with applicable Law; (o) employment matters; (p) tax matters; (q) intellectual property matters; (r) the absence of restrictions on Crystal Peak's business practices; (s) insurance; (t) material contracts; (u) related party transactions; (v) possession of necessary Authorizations (as defined therein); (w) environmental matters; (x) internal controls relating to public disclosure; (y) internal controls over financial reporting; (z) compliance with Exchange rules and regulations; (aa) the Corporation's status as a reporting issuer; (bb) the absence of Collateral Benefits (within the meaning of MI 61-101); (cc) due diligence material; (dd) the Corporation's status as an investment company; (ee) the Corporation's status as a foreign private issuer; (ff) the Corporation's non-status as an investment company; (gg) the Corporation's status as a taxable Canadian corporation; and (hh) the Corporation's business practices.

The representations and warranties provided by Western Exploration in favour of Crystal Peak relate to, among other things: (a) organization, standing and corporate power; (b) capitalization; (c) authority to enter into the Arrangement Agreement and perform the obligations thereunder; (d) the execution and delivery of the Arrangement Agreement and the performance by it of its obligations thereunder not (A) resulting in certain violations, conflicts or breaches, (B) giving rise to any termination or acceleration of indebtedness, (C) resulting in the creation of any encumbrances upon any of the material properties or assets of Western Exploration, or (D) giving rise to any rights of first refusal or rights of first offer or triggering any change of control provisions; (e) Western Exploration's mineral reserves and resources; (f) interests in properties; (g) operational matters; (h) financial statements; (i) liabilities and indebtedness; (j) absence of certain changes or events since January 1, 2019; (k) absence of defaults; (l) litigation; (m) compliance with applicable Law; (n) tax matters; (o) insurance; (p) material contracts; (q) related party transactions; (r) possession of necessary Authorizations; (s) environmental matters; (t) due diligence material; (u) Western Exploration's business practices and (v) Western Exploration's technical report on the Aura Project.

Conditions Precedent to the Arrangement

Preliminary Steps to the Arrangement

The implementation of the Arrangement is subject to the completion of each of the following preliminary steps, each of which is a condition precedent:

(a) Western Exploration shall have completed each of the following transactions:

(i) the Western Exploration Debt Settlement;

(ii) the Western Exploration Reorganization;

(iii) the Western Exploration Membership Interest Exchange; and

(iv) the Agnico Royalty Conversion;

(b) the Crystal Peak Shareholders shall have approved, by the requisite approval thresholds, the Continuance Resolution and the Arrangement Resolution;

(c) Crystal Peak shall have completed the Continuance;

(d) Crystal Peak, as the sole shareholder of Crystal Peak Subco, shall have approved, in writing, the special resolution of the shareholders of Crystal Peak Subco approving the amalgamation of Crystal Peak Subco with Western Exploration Parentco and the matters of the Arrangement relating to Crystal Peak Subco;

(e) the shareholders of Western Exploration Parentco shall have unanimously approved, in writing, the special resolution of the shareholders of Western Exploration Parentco approving the Arrangement;

(f) the Escrow Release Conditions shall have been satisfied or waived (as applicable);

(g) Crystal Peak and TSX Trust Company shall have entered into the warrant indenture in respect of the issuance of the Financing Warrants;

(h) each of the Initial Resulting Issuer Director Nominees shall have consented to act as a director of the Resulting Issuer, in accordance with the BCBCA; and

(i) each of the initial nominee directors of Amalco shall have consented to act as a director of Amalco, in accordance with the BCBCA.

Mutual Conditions

The obligations of the Parties to complete the Arrangement are subject to the fulfillment, on or before the Effective Time, of each of the following conditions precedent, each of which may only be waived in whole or in part with the mutual consent of the Parties:

(a) each of the Interim Order and the Final Order will have been obtained on terms consistent with the Arrangement Agreement and will not have been set aside or modified in a manner unacceptable to either of Crystal Peak or Western Exploration, acting reasonably, on appeal or otherwise;

(b) the approval of the Crystal Peak Shareholders will have been obtained for the Continuance Resolution and the Arrangement Resolution at the Meeting in accordance with the BCBCA or the YBCA, as applicable, and Interim Order;

(c) there will not be in force any Law, or final, binding, non-appealable ruling, order or decree, and there will not have been any action taken under any Law or by any Governmental Entity or other regulatory authority, that is final, binding or non-appealable that makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the consummation of the Arrangement in accordance with the terms of the Arrangement Agreement;

(d) the distribution of the Resulting Issuer Shares pursuant to the Arrangement will be exempt from the prospectus and registration requirements of applicable Securities Laws either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of Canada or by virtue of exemptions under applicable Securities Laws and will not be subject to resale restrictions under applicable Securities Laws (other than as applicable to Control Persons or pursuant to Section 2.6 of NI 45-102);

(e) the necessary conditional approvals of the TSXV shall have been obtained, including the listing thereon, subject to official notice of issuance, of the Resulting Issuer Shares to be issued pursuant to the Arrangement as of the Effective Date, or as soon as possible thereafter and the transactions contemplated pursuant to the Arrangement;

(f) (i) all consents, waivers, permits, exemptions, orders and approvals of, and any registrations and filings with, any Governmental Entity and the expiry of any waiting periods, in connection with, or required to permit, the completion of the Arrangement; and (ii) all third Person and other consents, waivers, permits, exemptions, orders, approvals, agreements and amendments and modifications to agreements, indentures or arrangements, in each case, the failure of which to obtain or the non-expiry of which would, or could reasonably be expected to have, a Material Adverse Effect on Crystal Peak or Western Exploration or materially impede the completion of the Arrangement, will have been obtained or received;

(g) the Resulting Issuer Shares to be issued in the United States pursuant to the Arrangement will be exempt from registration requirements of the 1933 Act pursuant to Section 3(a)(10) thereof and will not be subject to resale restrictions in the United States under the 1933 Act (other than as may be prescribed by Rule 144 and Rule 145 under the 1933 Act);

(h) all steps required to be taken in advance of the Effective Date to satisfy the Escrow Release Conditions in relation to the Financing shall have been taken and satisfied and the notice to be delivered to the Subscription Receipt Agent confirming the satisfaction of the Escrow Release Conditions shall have been delivered as of the Effective Date;

(i) the reorganization of Western Exploration interests and, as required, the amendment of the Western Exploration operating agreement shall have occurred; and

(j) the Arrangement Agreement will not have been terminated in accordance with its terms.

Additional Conditions in Favour of Crystal Peak

The obligation of Crystal Peak to complete the Arrangement is subject to the fulfillment of each of the following additional conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Crystal Peak and may be waived by Crystal Peak in whole or in part at any time in its sole discretion):

(a) the representations and warranties made by Western Exploration in the Arrangement Agreement that are qualified by materiality or the expression "Material Adverse Change" or "Material Adverse Effect" will be true and correct in all respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties will be true and correct as of such earlier date), and all other representations and warranties made by Western Exploration in the Arrangement Agreement will be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties will be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either individually or in the aggregate, have a Material Adverse Effect on Western Exploration;

(b) from the date of the Arrangement Agreement to the Effective Date, Western Exploration will not have incurred or suffered, any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or could reasonably be expected to have, a Material Adverse Effect on Western Exploration;

(c) Western Exploration will have complied in all material respects with its covenants set out in the Arrangement Agreement; and

(d) the Western Exploration Board will have adopted all necessary resolutions and all other necessary corporate actions will have been taken by Western Exploration to permit the consummation of the Arrangement.

Additional Conditions in Favour of Western Exploration

The obligation of Western Exploration to complete the Arrangement is subject to the fulfillment of each of the following additional conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Western Exploration and may be waived by Western Exploration in whole or in part at any time in its sole discretion):

(a) the representations and warranties made by Crystal Peak in the Arrangement Agreement that are qualified by materiality or the expression "Material Adverse Change" or "Material Adverse Effect" will be true and correct in all respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties will be true and correct as of such earlier date), and all other representations and warranties made by Crystal Peak in the Arrangement Agreement will be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties will be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either, individually or in the aggregate, have a Material Adverse Effect on Crystal Peak;

(b) from the date of the Arrangement Agreement to the Effective Date, there will not have occurred, and Crystal Peak will not have incurred or suffered, any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or could reasonably be expected to have, a Material Adverse Effect on Crystal Peak;

(c) Crystal Peak will have complied in all material respects with its covenants set out in the Arrangement Agreement;

(d) Crystal Peak Shareholders holding no more than 5.0% of the outstanding Crystal Peak Shares will have exercised the Dissent Rights (and not withdrawn such exercise);

(e) each of the directors and officers of Crystal Peak shall have delivered resignations and releases effective at the Effective Time, in form and substance satisfactory to Western Exploration, acting reasonably;

(f) the outstanding Crystal Peak Options shall have been surrendered by the holders thereof for cancellation prior to the Effective Time, and each holder of Crystal Peak Options shall have delivered an option cancellation agreement in form and substance satisfactory to Western Exploration, acting reasonably;

(g) Crystal Peak shall have provided evidence satisfactory to Western Exploration of the continued listing and trading of the Crystal Peak Shares on the OTC Markets Inc. immediately following completion of the Arrangement and shall have provided evidence of having satisfied the regularly traded rules of the OTC Markets Inc.; and

(h) the Crystal Peak Board will not have effected a Change in Crystal Peak Recommendation.

Covenants

In the Arrangement Agreement, each of Crystal Peak and Western Exploration has agreed to certain covenants, including customary affirmative and negative covenants relating to the operation of their respective businesses, and

Crystal Peak using best efforts to satisfy the conditions precedent to their respective obligations under the Arrangement Agreement.

Covenants of Crystal Peak Regarding the Conduct of Business

The Arrangement Agreement requires Crystal Peak to at all times prior to the Effective Time, or as otherwise contemplated or permitted by the Arrangement Agreement, conduct its business and affairs in the ordinary course of business consistent with past practice in all material respects and use commercially reasonable best efforts to preserve intact its present business organization and goodwill, to keep available the services of its officers and employees as a group and to maintain satisfactory relationships with suppliers, distributors, employees and others having business relationships with it.

Under the Arrangement Agreement, Crystal Peak may not directly or indirectly do or permit to occur, any of the following, without the prior written consent of Western Exploration or as otherwise contemplated or permitted by the Arrangement Agreement:

(a) split, consolidate or reclassify any of the outstanding Crystal Peak Shares nor undertake any other capital reorganization, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of any outstanding Crystal Peak Shares nor reduce stated capital in respect of any outstanding Crystal Peak Shares;

(b) amend its articles or by-laws or the terms of any of its outstanding securities, including, without limitation, any outstanding indebtedness and credit facilities;

(c) issue or sell or agree to issue or sell any securities (other than the issuance of Crystal Peak Shares upon the exercise of currently outstanding Crystal Peak Options, in accordance with their respective terms), or redeem, offer to purchase, or to purchase any of its outstanding securities;

(d) authorize, approve, agree to issue, issue or award any Crystal Peak Options;

(e) enter into, create, declare, adopt, amend, vary, modify, or take any other action with respect to any bonus, target bonus, profit sharing, incentive, salary or other compensation, equity based award, pension, retirement, deferred compensation, severance, change in control, employment or other employee benefit plan, agreement, trust fund, award, or arrangement for the benefit or welfare of any officer, director or employee, or similar rights or other benefits, except for changes in compensation for employees, other than officers and directors, in the ordinary course of business consistent with past practice;

(f) acquire or dispose of any securities, except in the ordinary course of business consistent with past practice;

(g) commit to any previously undisclosed single expense having a value in excess of USD $10,000, except any Agreed Transaction Expenses (as defined in the Arrangement Agreement);

(h) acquire or commit to acquire any capital assets or group of related capital assets (through one or more related or unrelated acquisitions) having a value in excess of USD $10,000 in the aggregate;

(i) incur, or commit to, operating expenditures or capital expenditures in excess of USD $10,000 in the aggregate;

(j) sell, lease, option, encumber or otherwise dispose of, or commit to sell, lease, option, encumber or otherwise dispose of, any assets or group of related assets (through one or more related or unrelated transactions) having a value in excess of USD $10,000 in the aggregate;

(k) approve any plan and budget or any amendment thereof;

(l) approve the grant of any power of attorney to allow any Person to take any action on behalf of Crystal Peak or the amendment of any power of attorney allowing any Person to take any action on behalf of Crystal Peak;

(m) enter into any new contract;

(n) (i) incur or commit to incur any indebtedness for borrowed money or issue any debt securities, (ii) incur or commit to incur, or guarantee, endorse or otherwise become responsible for, any other material liability, obligation or indemnity or the obligation of any other Person, or (iii) make any loans or advances to any Person;

(o) make any changes to existing accounting policies other than as required by applicable Laws, applicable Securities Laws or by IFRS;

(p) pay, discharge, or satisfy any claims, liabilities, or obligations other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice in accordance with their terms, of liabilities reflected or reserved against in the Crystal Peak financial statements;

(q) engage in any transaction with any related parties;

(r) commit to or enter into any new arrangements, or modify any existing arrangements, between Crystal Peak and any shareholder or holder of convertible securities of Crystal Peak owning or controlling more than 1% of the outstanding Crystal Peak Shares;

(s) commence or settle or assign any rights relating to or any interest in any litigation, proceeding, claim, action, assessment or investigation involving any of Crystal Peak or any of its material assets;

(t) waive, release, grant, transfer, exercise, modify, or amend in any material respect, other than in the ordinary course of business consistent with past practice, (i) any material authorization, lease, concession, contract or other document, or (ii) any other material legal rights or claims;

(u) enter into any interest rate, currency, equity, or commodity swaps, hedges, derivatives or other similar financial instruments;

(v) cause its current insurance and re-insurance policies within its control or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums that are currently in full force and effect;

(w) increase any coverage or premiums under any directors' and officers' insurance policy or enter into any new policy;

(x) acquire or agree to acquire (by merger, amalgamation, arrangement, acquisition of stock or assets or otherwise) any Person or division of any Person or make any investment either by purchase of shares or securities, contributions of capital, property transfer or purchase of any property or assets of any other Person;

(y) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Crystal Peak;

(z) fail to duly and timely file any material forms, reports, schedules, statements or other documents required to be filed pursuant to any applicable Laws or applicable Securities Laws;

(aa) (A) fail to duly and timely file any material Tax Returns required to be filed by Crystal Peak on or after the date hereof (and all such Tax Returns will be true, complete and correct in all material

respects); (B) fail to timely withhold, collect, remit and pay any material Taxes which are required to be withheld, collected, remitted or paid by Crystal Peak to the extent due and payable except for any Taxes contested in good faith pursuant to applicable Laws that are not required to be paid under applicable Laws and for which adequate provision is made in the relevant financial statements; (C) make or rescind any material election relating to Taxes; (D) make a request for a tax ruling, enter into a closing agreement with any taxing authorities or execute a waiver extending the period for assessment, reassessment, collection or allocation of Taxes; (E) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; or (F) change in any material respect any of its methods of reporting income, deductions or accounting for income tax purposes from those employed in the preparation of its income tax return for the tax year ending December 31, 2019 or December 31, 2018, except as may be required by applicable Laws;

(bb) fail to notify Western Exploration immediately, first orally and then promptly in writing, of any material change (within the meaning of the Securities Act) in relation to Crystal Peak and of any material governmental or third-party complaints, investigations or hearings (or communications indicating that the same may be contemplated) in relation to Crystal Peak;

(cc) enter into any transaction or perform any act which might interfere with or be materially inconsistent with the successful completion of the Arrangement or which would render, or which may reasonably be expected to render, untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Material Adverse Effect qualification already contained within such representation or warranty) in any material respect of any representations and warranties of Crystal Peak set forth in the Arrangement Agreement; and

(dd) announce an intention, enter into any formal or informal agreement, or otherwise make a commitment to do any of the things prohibited by any of the foregoing.

Covenants of Crystal Peak Relating to the Arrangement

The Arrangement Agreement requires Crystal Peak to perform all obligations required to be performed by Crystal Peak or any of its subsidiaries under the Arrangement Agreement, co-operate with Western Exploration in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in the Arrangement Agreement. Without limiting the generality of the foregoing, the Arrangement Agreement requires Crystal Peak to:

(a) as soon as reasonably practicable, file, proceed with and diligently prosecute an application to the Court for the Interim Order in accordance with the terms of the Arrangement Agreement, and in such a manner as to preserve for Western Exploration the availability of the exemption from the registration requirements provided by Section 3(a)(10) of the 1933 Act;

(b) collaboratively together with Western Exploration, (A) prepare and file this Information Circular (which will be in a form satisfactory to each of the Parties and their respective legal counsel acting reasonably), together with any other documents required by applicable Law, in all jurisdictions where the Information Circular is required to be filed and mail the Information Circular, as ordered by the Interim Order and in accordance with all applicable Law, in and to all jurisdictions where an information circular is required to be mailed, complying in all material respects with all applicable Law on the date of the mailing thereof and in the form and containing the information required by all applicable Law, including all applicable corporate and securities legislation and requirements, and not containing any misrepresentation (as defined under applicable securities legislation and requirements) with respect thereto, other than with respect to any information relating to and provided by Western Exploration; and (B) include in this Information Circular and request approval from the Crystal Peak Shareholders for, the Omnibus Equity Incentive Plan Resolution.

(c) (i) take all commercially reasonable lawful action to solicit in favour of the Arrangement Resolution, the Continuance Resolution, and the Omnibus Equity Incentive Plan Resolution; (ii) ensure that the

Information Circular includes the unanimous recommendation of the Crystal Peak Board to vote in favour of the Arrangement Resolution, the Continuance Resolution, and the Omnibus Equity Incentive Plan Resolution; (iii) not, prior to obtaining the Crystal Peak Shareholder Approval, (a) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Western Exploration, or fail to reaffirm its recommendation of, the Arrangement within five (5) Business Days (and in any case prior to the Meeting) after having been requested in writing by Western Exploration to do so, in a manner adverse to Western Exploration, the approval or recommendation of the Crystal Peak Board, or any committee thereof, of the Arrangement Agreement or the Arrangement; or (b) approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal until five (5) calendar days following the public announcement of such Acquisition Proposal will not be considered an adverse modification);

(d) convene and conduct the Meeting in accordance with the Interim Order, Crystal Peak's articles, by-laws and applicable Law as soon as reasonably practicable;

(e) provide notice to Western Exploration of the Meeting and all steps in the application before the Court and allow representatives of Western Exploration to attend the Meeting;

(f) take all such actions as may be required under the BCBCA in connection with the transactions contemplated by the Arrangement Agreement and the Plan of Arrangement;

(g) use its commercially reasonable efforts to advise Western Exploration, at least on a daily basis on each of the ten (10) Business Days prior to the date of the Meeting, as to the aggregate tally of the proxies received by Crystal Peak in respect of the Resolutions;

(h) subject to the terms of the Arrangement Agreement, not adjourn, postpone or cancel the Meeting (or propose to do so), except (i) if quorum is not present at the Meeting; (ii) if required by applicable Law or a ruling order or decree of a court having jurisdiction, Governmental Entity or other regulatory authority; or (iii) if otherwise agreed with Western Exploration;

(i) provide Western Exploration with a copy of any purported exercise of the Dissent Rights and written communications with any Crystal Peak Shareholder purportedly exercising such Dissent Rights and not settle or compromise any action brought by any present, former or purported holder of any of their securities in connection with the transactions contemplated by the Arrangement Agreement, including the Arrangement, without the prior consent of Western Exploration;

(j) not take any action, or refrain from taking any action, or permit any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, delay or otherwise impede the consummation of the Arrangement or the other transactions contemplated by the Arrangement Agreement;

(k) until the earlier of the Effective Time and termination of the Arrangement Agreement in accordance with its terms, subject to applicable Law, make available and cause to be made available to Western Exploration, and its representatives, information reasonably requested by Western Exploration for the purposes of preparing, considering and implementing integration and strategic plans for the combined businesses of Western Exploration and Crystal Peak following the Effective Date and confirming the representations and warranties of Crystal Peak set out in the Arrangement Agreement;

(l) use its commercially reasonable best efforts to satisfy the Escrow Release Conditions in connection with the Financing;

(m) (i) cooperate with Western Exploration in the preparation and filing with the Exchange of all necessary applications or other documents required in order to obtain the conditional listing approval of the Exchange in respect of the listing of the Resulting Issuer Shares to be issued in connection with the Arrangement, provided that Western Exploration shall pay all fees required in connection with the Exchange applications and approvals, and (ii) take such steps as may be reasonably be required to cause the Resulting Issuer Shares to continue to trade on the OTC Markets Inc. immediately following the completion of the Arrangement, including making such filings and submissions as may be necessary or appropriate in furtherance of the foregoing; and

(n) use commercially reasonable best efforts to satisfy all conditions precedent in the Arrangement Agreement relating to Crystal Peak, and carry out the terms of the Interim Order and the Final Order applicable to it and complying promptly with all requirements imposed by Law on it or its Subsidiaries with respect to the Arrangement Agreement or the Arrangement.

Covenants of Western Exploration Relating to the Arrangement

Western Exploration will perform all obligations required to be performed by Western Exploration under the Arrangement Agreement, co-operate with Crystal Peak in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in the Arrangement Agreement and, without limiting the generality of the foregoing, Western Exploration will and, where appropriate, will cause its subsidiaries to:

(a) advise Crystal Peak in writing promptly after it acquires knowledge of any event or state of fact that would render any representation or warranty of Western Exploration contained in the Arrangement Agreement, untrue, inaccurate or incomplete in any material respect or, where already qualified by materiality, in any other respect (and for any representation or warranty which expressly speaks solely of a specific date, if it would have been untrue, inaccurate or incomplete in respect of such date) and any breach by Western Exploration of any covenant contained therein;

(b) collaboratively together with Crystal Peak, prepare this Information Circular (which will be in a form satisfactory to each of the Parties and their respective legal counsel acting reasonably) together with any other documents required by applicable Law, and in the form and containing the information required by all applicable Law, including all applicable corporate and securities legislation and requirements, and not containing any misrepresentation (as defined under applicable securities legislation and requirements) with respect thereto, other than with respect to any information relating to and provided by Crystal Peak;

(c) take all such actions as may be required under the YBCA and the BCBCA, as applicable, in connection with the transactions contemplated by the Arrangement Agreement and the Plan of Arrangement;

(d) not take any action that could reasonably be expected to interfere with or be inconsistent with the successful completion of the Arrangement or which would render, or which may reasonably be expected to render, untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Material Adverse Effect qualification already contained within such representation or warranty) in any material respect any of the representations and warranties of Western Exploration set forth in the Arrangement Agreement;

(e) cooperate with Crystal Peak and use its commercially reasonable best efforts to satisfy the Escrow Release Conditions pursuant to the Financing; and

(f) satisfy, or cause to be satisfied, all of the conditions precedent to its obligations to the extent the same is within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Law to complete the transactions contemplated by the Arrangement Agreement.

Covenant Regarding Non-Solicitation and Acquisition Proposals

Except as otherwise provided in the Arrangement Agreement:

(a) Crystal Peak will, and will direct and cause its representatives to, refrain from:

(i) making, soliciting, assisting, initiating, encouraging or otherwise facilitating (including, without limitation, by way of furnishing non-public information, permitting any visit to any facilities or properties of Crystal Peak, or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers regarding an Acquisition Proposal;

(ii) engaging in any discussions or negotiations regarding, or providing any information with respect to, or otherwise co-operate in any way with, or assisting or participating in, facilitating or encouraging, any effort or attempt by any other Person to make or complete any Acquisition Proposal, provided that, for greater certainty, Crystal Peak may advise any Person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when the Crystal Peak Board has so determined;

(iii) making a Change in Crystal Peak Recommendation; or

(iv) accepting or entering into, or publicly proposing to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal;

provided that no provision of the Arrangement Agreement will prevent the Crystal Peak Board from, and the Crystal Peak Board will be permitted, to engage in discussions or negotiations with, or respond to enquiries from any Person that has made a *bona fide* written Acquisition Proposal that the Crystal Peak Board has determined constitutes or would reasonably be expected to result in a Superior Proposal, or provide information pursuant to the Arrangement Agreement to any Person where the requirements of that section are met;

(b) Crystal shall, and shall cause its representatives to, immediately cease any existing solicitation, discussion or negotiation with any Person (other than Western Exploration), by or on behalf of Crystal Peak with respect to any potential Acquisition Proposal, whether or not initiated by Crystal Peak or any of its representatives, and, in connection therewith, Crystal Peak will discontinue access to any data rooms (virtual or otherwise);

(c) Crystal shall not waive, release any Person from, or fail to enforce on a timely basis any obligation under any confidentiality agreement or standstill agreement or amend any such agreement (except to allow such Person to confidentially propose to the Crystal Peak Board a permitted unsolicited Acquisition Proposal);

(d) within three (3) Business Days from the date of the Arrangement Agreement, Crystal Peak will request the return or destruction of all information provided to any third parties who have entered into a confidentiality agreement with Crystal Peak relating to any potential Acquisition Proposal and will use commercially reasonable best efforts to ensure that such requests are honoured in accordance with the terms of such confidentiality agreements and promptly (and in any event within twenty-four (24) hours) provide copies of all correspondence relating to same to Western Exploration. Crystal Peak will immediately advise Western Exploration orally and then in writing of any response or action (actual, anticipated, contemplated or threatened) by any such third party which could reasonably be expected to hinder, prevent or delay or otherwise adversely affect the completion of the Arrangement; and

(e) from and after the date of the Arrangement Agreement, promptly (and in any event within twenty-four (24) hours after it has received any proposal, inquiry, offer or request) notify Western Exploration, at first orally and then in writing of: (i) any proposal, inquiry, offer or request (or any amendment thereto) relating to or constituting a *bona fide* and permitted Acquisition Proposal, or (ii) any request for discussions or negotiations relating to, or which could reasonably lead to, a *bona fide* Acquisition Proposal, and/or any request for non-public information relating to Crystal Peak or any Crystal Peak property or contractual or legal rights or for access to properties, books and records or a list of the Crystal Peak Shareholders of which representatives are (or become) aware, or any amendments to the foregoing. Such notice will include a description of the terms and conditions of, and the identity of the Person making, any proposal, inquiry, offer or request (including any amendment thereto) that relates to or constitutes a *bona fide* Acquisition Proposal and will include copies of any such proposal, inquiry, offer or request or any amendment to any of the foregoing. Crystal Peak will also provide such other details of the proposal, inquiry, offer or request, or any amendment to the foregoing that relates to or constitutes a *bona fide* Acquisition Proposal, as Western Exploration may reasonably request. Crystal Peak will keep Western Exploration promptly and fully informed of the status, including, without limitation, any change to the material terms, of any such proposal, inquiry, offer or request, or any amendment to the foregoing that relates to or constitutes a *bona fide* Acquisition Proposal, and will respond promptly to all inquiries by Western Exploration with respect thereto;

Responding to Acquisition Proposals

Under the Arrangement Agreement, in the event that Crystal Peak receives a request for non-public information from a Person who, on an unsolicited basis, has proposed to Crystal Peak a *bona fide* Acquisition Proposal, Crystal Peak may not provide such Person with access to information regarding Crystal Peak, unless:

(a) the Crystal Peak Board determines, in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal would be, if consummated in accordance with its terms, reasonably likely to result in a Superior Proposal;

(b) Crystal Peak causes such Person to enter into a Third Party Confidentiality Agreement (as such term is defined in the Arrangement Agreement) substantially in the form and on the terms typical for a transaction of this type, including for greater certainty, a standstill covenant that prohibits such Person, for a period of two (2) years, from acquiring or offering to acquire, any Crystal Peak Shares; and

(c) Crystal Peak sends a copy of any such Third Party Confidentiality Agreement to Western Exploration promptly upon its execution and provides Western Exploration with the information provided to such Person.

Further, under the Arrangement Agreement, Crystal Peak may not accept, approve or recommend, or enter into any agreement (other than a Third Party Confidentiality Agreement) relating to an Acquisition Proposal, unless:

(a) the Acquisition Proposal constitutes a Superior Proposal;

(b) Crystal Peak has complied with the non-solicitation covenants in the Arrangement Agreement;

(c) Crystal Peak has provided Western Exploration with notice in writing that there is a Superior Proposal, together with all documentation related to and detailing the Superior Proposal (including a copy of the Third Party Confidentiality Agreement, or any confidentiality agreement between Crystal Peak and the Person making the Superior Proposal if not previously delivered and Crystal Peak will provide such other details of the Superior Proposal or any amendment to the Superior Proposal, as Western Exploration may reasonably request and will keep Western Exploration fully informed as to the status, including any changes to the material terms, of such Superior Proposal, or any amendment to the foregoing, and shall respond promptly to all inquiries from Western

Exploration with respect thereto), at least five (5) Business Days prior to the date on which the Crystal Peak Board proposes to accept, approve, recommend or to enter into any agreement relating to such Superior Proposal;

(d) the Right to Match Period (as defined in the Arrangement Agreement) shall have elapsed and, if Western Exploration has proposed to amend the terms of the Arrangement in accordance with the terms of the Arrangement Agreement, the Crystal Peak Board shall have determined, in good faith, after consultation with its financial advisors and outside legal counsel, that the Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Arrangement by Western Exploration; and

(e) Crystal Peak concurrently terminates the Arrangement Agreement as contemplated therein and pays to Western Exploration the Crystal Peak Termination Fee.

Notification of Acquisition Proposals

If Crystal Peak or any of its subsidiaries or any of their respective representatives receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to continue or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to Crystal Peak or any of its subsidiaries, Crystal Peak will promptly notify Western Exploration, at first orally, and then promptly and in any event within twenty-four (24) hours in writing. Such notice will include a description of the material terms and conditions of any proposal, inquiry or offer, the identity of all Persons making such proposal, inquiry or offer and provide such other details of the proposal, inquiry or offer as the other Party may reasonably request, and provide copies of all documents, correspondence or other material received from such Person. Crystal Peak will promptly keep the other Party fully informed as to the status of developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any changes to such proposal, inquiry or offer.

Right to Match

Under the Arrangement Agreement, during the Right to Match Period (as defined in the Arrangement Agreement), or such longer period as Crystal Peak may approve for such purpose, Western Exploration has the right, but not the obligation, to propose to amend the terms of the Arrangement Agreement and the Arrangement and Crystal Peak is required to co-operate with Western Exploration with respect thereto, including negotiating in good faith with Western Exploration to enable it to make such adjustments to the terms and conditions of the Arrangement Agreement and the Arrangement as Western Exploration deems appropriate and as would enable it to proceed with the Arrangement on such adjusted terms;

The Arrangement Agreement also requires the Crystal Peak Board to promptly reaffirm its recommendation of the Arrangement by press release after: (i) any Acquisition Proposal which the Crystal Peak Board determines not to be a Superior Proposal is publicly announced or made; or (ii) the Crystal Peak Board determines that a proposed amendment to the terms of the Arrangement would result in the Acquisition Proposal which has been publicly announced or made not being a Superior Proposal, and Western Exploration has so amended the terms of the Arrangement.

Finally, the Arrangement Agreement does not prevent the Crystal Peak Board from (i) responding as required by applicable Securities Laws to an Acquisition Proposal that it determines is not a Superior Proposal, (ii) making any disclosure to the Crystal Peak Shareholders if the Crystal Peak Board, acting in good faith and upon the advice of its legal advisors, has first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Crystal Peak Board (provided that such disclosure is otherwise in accordance with the terms of the Arrangement Agreement).

Each successive material amendment to any Acquisition Proposal will constitute a new Acquisition Proposal for the purposes of the Arrangement Agreement and Western Exploration will be afforded a new Matching Period and the rights afforded in the Arrangement Agreement in respect of each such Acquisition Proposal.

Termination of the Arrangement Agreement

The Arrangement Agreement may be terminated and the Arrangement abandoned at any time prior to the Effective Time in certain circumstances, including, as follows:

(a) by mutual written agreement of Crystal Peak and Western Exploration;

(b) by either Crystal Peak or Western Exploration, if:

(i) the Effective Time has not occurred on or before the Completion Deadline, except that the right to terminate in this circumstance will not be available to any Party whose failure to fulfill any of its obligations or whose breach of any of its covenants, representations and warranties under the Arrangement Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by such Completion Deadline, subject to certain limitations in the event of delay by an injunction or order or failure to obtain necessary regulatory waiver, consent or approval;

(ii) after the date hereof, there shall be enacted or made any applicable Law that makes consummation of the Arrangement illegal or otherwise prohibited or enjoins Crystal Peak or Western Exploration from consummating the Arrangement and such applicable Law (if applicable) or enjoinment shall have become final and non-appealable;

(iii) the approval of the Crystal Peak Shareholders will not have been obtained at the Meeting in accordance with applicable Law and the Interim Order.

(c) by Western Exploration, if:

(i) prior to obtaining the Crystal Peak Shareholder Approval, there is a Change in Crystal Peak Recommendation;

(ii) any mutual condition precedent or condition precedent in favour of Western Exploration is not satisfied, and such condition is incapable of being satisfied by the Completion Deadline;

(iii) subject to the terms of the Arrangement Agreement, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Crystal Peak set forth in the Arrangement Agreement shall have occurred that would cause the mutual conditions precedent and conditions precedent in favour of Western Exploration not to be satisfied, and such conditions are incapable of being satisfied by the Completion Deadline; provided that Western Exploration is not then in breach of the Arrangement Agreement so as to cause any of the mutual conditions and conditions of Western Exploration not to be satisfied;

(iv) Crystal Peak is in material breach or in default of any of its obligations or covenants set forth in Section 7.1 (non-solicitation) of the Arrangement Agreement;

(v) the Meeting has not occurred on or before the date agreed upon by Crystal Peak and Western Exploration, provided that the right to terminate the Arrangement Agreement set out thereunder shall not be available to Western Exploration if the failure by Western Exploration to fulfil any obligation hereunder is the cause of, or results in, the failure of the Meeting to occur on or before such date; or

(vi) the Crystal Peak Board authorizes Crystal Peak to enter into a legally binding agreement relating to a Superior Proposal;

(d) by Crystal Peak, if:

(i) the Crystal Peak Board authorizes Crystal Peak, subject to complying with the terms of the Arrangement Agreement, to enter into a legally binding agreement with respect to a Superior Proposal; provided that concurrently with such termination, Crystal Peak pays the Crystal Peak Termination Fee in accordance with the Arrangement Agreement;

(ii) any mutual condition precedent or condition precedent in favour of Crystal Peak is not satisfied, and such condition is incapable of being satisfied by the Completion Deadline; or

(iii) subject to the terms of the Arrangement Agreement, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Western Exploration set forth in the Arrangement Agreement will have occurred that would cause the mutual conditions precedent or conditions precedent in favour of Crystal Peak not to be satisfied, and such conditions are incapable of being satisfied by the Completion Deadline; provided that Crystal Peak is not then in breach of the Arrangement Agreement so as to cause any of the mutual conditions or conditions of Crystal Peak not to be satisfied.

The Party desiring to terminate the Arrangement Agreement must give notice of such termination to the other Party.

Termination Payments

The Arrangement Agreement provides that Western Exploration will be entitled to the Crystal Peak Termination Fee upon the termination of the Arrangement Agreement in any of the following circumstances:

(a) a termination by Western Exploration, in accordance with the terms of the Arrangement Agreement, as a result of (i) the Crystal Peak Board having made a Change in Crystal Peak Recommendation, or (ii) Crystal Peak having entered into a legally binding written agreement with respect to a Superior Proposal; or

(b) a termination by either Party as a result of the approval of the Crystal Peak Shareholders not being obtained at the Meeting, or the Effective Time not having occurred on or before the Completion Deadline, if, in either case, prior to the earlier of the termination of the Arrangement Agreement or the holding of the Meeting, (A) a *bona fide* Acquisition Proposal, or the intention to make an Acquisition Proposal, with respect to Crystal Peak shall have been made to Crystal Peak or publicly announced by any Person (other than Western Exploration or any of its Affiliates) and not withdrawn prior to the Meeting, and (B) within twelve (12) months after the date of termination of the Arrangement Agreement or the holding of the Meeting either (x) such Acquisition Proposal has been accepted, recommended or approved by the Crystal Peak Board or has not expired, been withdrawn or been publicly abandoned, or (y) any Person acquires, directly or indirectly, more than 50% of the issued and outstanding Crystal Peak Shares or more than 50% of the consolidated assets of Crystal Peak under such Acquisition Proposal.

Subject to the notice and cure provisions contained in the Arrangement Agreement, if the Arrangement Agreement is terminated as a result of a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Western Exploration that would prohibit the completion of the Arrangement Western Exploration will reimburse Crystal Peak its Agreed Transaction Expenses in full as soon as practicable, and in any event within two Business Days of the day on which the Arrangement Agreement is terminated, provided that Crystal Peak is not then in breach of the Arrangement Agreement in a manner that would also prohibit the completion of the Arrangement.

Expenses

Subject to the reimbursement of transaction expenses agreed upon by the Parties in the Arrangement Agreement, the Parties agree that all out-of-pocket expenses incurred in connection with the Arrangement Agreement and the

transactions contemplated hereby, including the Meeting, the preparation and mailing of this Information Circular, all legal and accounting fees, printing costs, financial advisor fees and all disbursements by advisors, including the indemnification provisions relating thereto, shall be paid by the Party incurring such costs, and no Related Party Payables will be paid after the date of the Arrangement Agreement until the Closing. Notwithstanding the foregoing, and except for the Agreed Transaction Expenses payable by Western Exploration in certain circumstances pursuant to the Arrangement Agreement, Crystal Peak's Agreed Transaction Expenses will be paid from the proceeds of the Financing; provided, however, that if the Financing is not completed, other than due to (i) Crystal Peak's failure to satisfy all required conditions to closing of the Financing, or (ii) a market disruption or other unfavorable capital market conditions affecting North American mining companies generally and otherwise outside of the reasonable control of the Parties, then Western Exploration shall be responsible for payment of the Agreed Transaction Expenses.

Amendments

The Plan of Arrangement and the Arrangement Agreement may, at any time and from time to time prior to the Effective Time, be amended only by mutual written agreement of Crystal Peak and Western Exploration, without further notice to or Authorization on the part of Crystal Peak Shareholders or Western Exploration Members, and any such amendment may, subject to the Interim Order, the Final Order, the Plan of Arrangement and applicable Law, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained in the Arrangement Agreement or in any document delivered pursuant to the Arrangement Agreement;

(c) waive compliance with or modify any of the covenants in the Arrangement Agreement and waive or modify the performance of any of the obligations of the Parties; and/or

(d) waive compliance with or modify any mutual conditions precedent in the Arrangement Agreement.

Additionally, at any time prior to the Meeting, Western Exploration shall be entitled to propose to Crystal Peak modifications to the Arrangement Agreement in order to facilitate the tax or other planning objectives of Western Exploration, provided, in each case, that: (i) such proposal is not likely to materially prejudice Crystal Peak, Western Exploration or either of its securityholders; (ii) such proposal would not impede or materially delay the completion of the Arrangement; (iii) Western Exploration has provided notice of such proposal to Crystal Peak not less than fifteen (15) Business Days prior to the date of the Meeting; (iv) implementation of the proposal would not result in a transaction that is inconsistent with the fundamental terms of the Arrangement Agreement; and (v) any additional costs, expenses and fees incurred by Crystal Peak pursuant to the modifications to the Arrangement proposed by Western Exploration shall be paid in accordance with Article 9 of the Arrangement Agreement.

VOTING SUPPORT AGREEMENTS

The following description of certain provisions of the Voting Support Agreements is a summary only. The summary of certain provisions of the Voting Support Agreements below and in this Information Circular is not comprehensive and is qualified in its entirety by reference to the full text of the forms of Voting Support Agreement, the full text of which may be viewed on SEDAR (www.sedar.com) under Crystal Peak's issuer profile. This summary may not contain all of the information about the Voting Support Agreements that is important to Crystal Peak Shareholders. Crystal Peak Shareholders are encouraged to read the forms of Voting Support Agreement carefully and in their entirety. Capitalized terms not defined have the meaning ascribed thereto in the Voting Support Agreements.

The Crystal Peak Supporting Shareholders have entered into Voting Support Agreements with Crystal Peak in respect of Crystal Peak Shares representing, in the aggregate, approximately 39.8% of the outstanding Crystal Peak Shares as at February 19, 2021.

The Voting Support Agreements set forth, among other things and subject to certain exceptions, the agreement of such Crystal Peak Supporting Shareholders to vote their Subject Securities (as defined therein) in favour of the Resolutions

at the Meeting and any other required approvals in connection with the Arrangement, as contemplated by the Arrangement Agreement.

In addition, each Crystal Peak Supporting Shareholder has agreed, subject to the terms and conditions of the Voting Support Agreements, among other things, to:

(a) not, without the prior written consent of Western Exploration, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of, any right or interest in any of the Subject Securities or enter into any agreement, arrangement, commitment or understanding in connection therewith, (other than: (a) as contemplated in the Arrangement; or (b) pursuant to an Amended Transaction (as defined therein));

(b) not, other than in connection with the Arrangement Agreement, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Securities into a voting trust or pooling agreement or enter into any voting agreement or commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Security;

(c) not requisition or join in the requisitioning of any meeting for the Crystal Peak Shareholders for the purposes of considering any resolution that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit Western Exploration in connection with the Arrangement;

(d) cause to be counted as present for purposes of establishing quorum and to vote all of the Crystal Peak Subject Securities in favor of the approval of all resolutions contemplated in this Information Circular (and any actions required for the consummation of those transactions) and to take all such acts reasonably required to do so;

(e) deposit a proxy or voting instruction form duly completed and executed in respect of all of its Crystal Peak Subject Securities eligible to vote as soon as practicable following the mailing of the Information Circular and in any event 10 calendar days prior to the Meeting;

(f) revoke and take all necessary steps to effect the revocation of any previous proxies granted or voting instructions forms delivered;

(g) vote or cause to be voted (in person or by proxy), for the purposes of establishing quorum and to vote all of the Crystal Peak Subject Securities: (i) in respect of any Acquisition Proposal or Superior Proposal or other matter, take-over or business combination, which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement; (ii) which would reasonably be expected as being directed towards or prevent or delay the likelihood of the successful completion of the Arrangement; and (iii) any action or agreement that would result in a breach certain representations, warranties or other obligations of Crystal Peak under the Arrangement Agreement;

(h) in the event that any transaction other than the Arrangement is presented for approval of the Crystal Peak Shareholders not to vote in favor of such transaction;

(i) not, and will ensure that its Affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise solicit proxies or become a participant in a solicitation in opposition to or competition with the Arrangement or assist a third party from doing so;

(j) not lead, assist or participate in any offer that could reasonably be expected to constitute or lead to an Acquisition Proposal;

(k) not exercise any Dissent Rights in respect of the Arrangement, or take any other action that would reasonably be regarded as likely to adversely affect the Arrangement; and

(l) except as required by Law or stock exchange requirements, not and will endeavor to ensure that its Affiliates do not, make any public announcement with respect to the transactions contemplated in the Voting Support Agreement or the Arrangement Agreement.

Each Crystal Peak Supporting Shareholder has consented to: (i) details of the Voting Support Agreement being set out in any press release, information circular, including this Information Circular, and court documents produced by Crystal Peak, Western Exploration and any of their respective Affiliates in connection with the transactions contemplated by the Voting Support Agreement and the Arrangement Agreement; and (ii) the Voting Support Agreement being made publicly available on SEDAR.

The obligations of the Crystal Peak Supporting Shareholders under the Voting Support Agreements automatically terminate upon the earliest of:

(a) the mutual written agreement of the parties;

(b) the date, if any, upon which the Arrangement Agreement is amended in any manner to provide for terms and conditions that are materially different from a financial perspective to the Crystal Peak Supporting Shareholder than is provided for in the Arrangement Agreement as at the date hereof; or;

(c) the termination of the Arrangement Agreement in accordance with its terms.

Messrs. H. Scruggs, D. Basse, D. Bloomquist, R. Curtis, B. Measom, D. Pekeski and W. Silleroy along with EMR, each as a Crystal Peak Supporting Shareholder, has entered into a Voting Support Agreement in respect of their respective Crystal Peak Shares.

SUBSCRIPTION RECEIPT FINANCING

On October 13, 2021, Crystal Peak completed the Financing (being, a brokered private placement of Subscription Receipts, at a price of C$2.65 per Subscription Receipt, for aggregate gross proceeds of approximately C$5,959,680). The Financing was led by the Agents and was completed pursuant to the terms of the Agency Agreement.

The Subscription Receipts are governed by the terms of the Subscription Receipt Agreement. Each Subscription Receipt entitles the holder thereof to receive, upon satisfaction of the Escrow Release Conditions and without the payment of any additional consideration, one unit of Crystal Peak (each, a "**Financing Unit**"), with each Financing Unit comprised of one (1) post-Consolidation Crystal Peak Share (each, a "**Financing Share**"), and one (1) share purchase warrant of Crystal (each, a "**Financing Warrant**"). Each Financing Warrant will entitle the holder thereof to acquire one additional post-Consolidation Crystal Peak Share (each, a "**Warrant Share**"), at an exercise price of C$3.975 per Warrant Share at any time prior to 5:00 p.m. (Toronto time) on October 13, 2023.

In connection with the Financing, Crystal Peak has agreed to pay the Agents a cash commission (the "**Cash Commission**") in the amount of approximately C$265,146, such amount representing the aggregate of (i) a cash commission of 6% on proceeds of the Financing raised from purchasers not on a president's list of Western Exploration (the "**President's List**"), and (ii) a cash commission of 3% on proceeds of the Financing raised from purchasers on the President's List. In addition, Crystal Peak has issued to the Agents an aggregate of 82,752 broker warrants of Crystal Peak (the "**Broker Warrants**"), with each Broker Warrant entitling the holder thereof to acquire, following the satisfaction of the Escrow Release Conditions, one Resulting Issuer Share at an exercise price of C$3.05 per share, at any time prior to the date that is 12 months following the Closing.

The gross proceeds of the Financing, less the Agents' reasonable out-of-pocket expenses and 25.0% of the Cash Commission (such net amount, the "**Escrowed Proceeds**") were deposited with the Subscription Receipt Agent on closing of the Financing, to be held in escrow pending satisfaction or waiver of the Escrow Release Conditions.

Provided that the Escrow Release Conditions are satisfied or waived (where permitted) prior to 5:00 p.m. (Toronto time) on January 11, 2022 (the "**Escrow Release Deadline**"), the remaining 75% of the Cash Commission (and any interest earned thereon) will be released to the Agents from the Escrowed Proceeds, and the balance of the Escrowed Proceeds (together with interest earned thereon) will be released to Crystal Peak. However, in the event that the Escrow Release Conditions are not satisfied by the Escrow Release Deadline, the proceeds of the Financing will be returned to the holders of the Subscription Receipts and the Subscription Receipts will be cancelled.

Pursuant to the terms of the Agency Agreement, on closing of the Financing, the proposed directors and officers of the Resulting Issuer as well as shareholders expected to hold more than 1.5% of the issued and outstanding Resulting Issuer Shares entered into customary lock-up agreements. Pursuant to such lock-up agreements, (i) shareholders expecting to hold 1.5% to 5% of the issued and outstanding shares of the Resulting Issuer on Closing will be permitted to sell 1/3 of their shareholdings in the Resulting Issuer 3 months following the Closing, 1/3 of their shareholdings in the Resulting Issuer 4 months following the Closing and the remaining 1/3 of their shareholdings in the Resulting Issuer 6 months following the Closing, and (ii) directors and officers of the Resulting Issuer, and shareholders expecting to hold more than 5% of the issued and outstanding shares of the Resulting Issuer on Closing, will be permitted to sell 1/3 of their shareholdings in the Resulting Issuer 6 months following the Closing, 1/3 of their shareholdings in the Resulting Issuer 9 months following the Closing and the remaining 1/3 of their shareholdings in the Resulting Issuer 12 months following the Closing.

The release of the Escrowed Proceeds to the Resulting Issuer is conditional upon, among other things, the satisfaction of the following conditions (the "**Escrow Release Conditions**"): (i) the receipt of all required corporate, shareholder and regulatory approvals in connection with the Financing, the Arrangement, and the Exchange listing, including without limitation, the conditional approval of the Exchange for the listing of the Resulting Issuer Shares, and any relevant listing documents having been accepted for filing with the Exchange; (ii) the completion or the satisfaction of all conditions precedent to the Arrangement; (iii) the delivery of a legal opinion from Canadian counsel to Crystal Peak that the Financing Shares, Financing Warrants, and Warrant Shares will not be subject to a hold period under applicable Canadian Securities Laws, other than in respect of control trades; and, (iv) delivery of a legal opinion from U.S. counsel to Crystal Peak in respect of certain securities and tax matters of the Resulting Issuer and in connection with the Arrangement.

The Subscription Receipts and Broker Warrants presently outstanding as issued pursuant to the Financing are subject to a hold period that will expire four months and one day from the closing date of the Financing under applicable securities laws in Canada. It is expected that the underlying Financing Shares and Financing Warrants issued pursuant to the Arrangement, upon satisfaction and / or waiver, as applicable, of the Escrow Release Conditions, will constitute distributions of securities that are exempt from prospectus requirements and not subject to a statutory hold period under applicable Securities Laws in Canada.

The Financing is subject to receipt of regulatory approvals, including the final approval of the Exchange, as well as the satisfaction of customary closing conditions. The Resulting Issuer intends to use the proceeds from the Financing to fund the continued exploration of its mineral exploration projects and for general corporate purposes.

In accordance with the Subscription Receipt Agreement, the Subscription Receipts are not transferable and the holders of the Subscription Receipts are not able to resell any Subscription Receipts. The Subscription Receipt Agreement also contains certain customary anti-dilution adjustment provisions to the number of securities issuable upon conversion of the Subscription Receipts in the event that Crystal Peak undertakes a capital or corporate reorganization, share consolidation or other special distribution.

Pursuant to the Subscription Receipt Agreement, Crystal Peak has agreed to indemnify the Subscription Receipt Agent and to pay the reasonable expenses and disbursements of the Subscription Receipt Agent in connection with its retention as Subscription Receipt Agent.

This Information Circular does not constitute an offer to sell or the solicitation of an offer to purchase the Subscription Receipts or the securities issuable upon the deemed exercise thereof or any other securities in any jurisdictions, including the United States.

Descriptions in this Information Circular of the terms of the Subscription Receipt Agreement are summaries of the terms of that document and are qualified in their entirety by such terms. Crystal Peak Shareholders should refer to the full text of the Subscription Receipt Agreement for complete details of that document. The full text of the Subscription Receipt Agreement is available on SEDAR (www.sedar.com) under Crystal Peak's issuer profile.

INFORMATION CONCERNING CRYSTAL PEAK

See attached Appendix "F" – *"Information Regarding Crystal Peak"*, Appendix "I" – *"Financial Statements of Crystal Peak"* and Appendix "J" – *"Management's Discussion and Analysis of Crystal Peak"*.

INFORMATION CONCERNING WESTERN EXPLORATION

See attached *Appendix "G" – "Information Concerning Western Exploration LLC", Appendix "K" – "Financial Statements of Western Exploration"* and *Appendix "L" – "Management's Discussion and Analysis of Western Exploration"*.

INFORMATION CONCERNING THE RESULTING ISSUER

See attached Appendix "H" – *"Information Concerning the Resulting Issuer"* and Appendix "M" – *"Unaudited Pro Forma Financial Statements of the Resulting Issuer"*.

RISK FACTORS

Overview

If the Arrangement proceeds, the Resulting Issuer will be subject to a number of risks. An investment in the Resulting Issuer should be considered highly speculative due to the nature of its activities and the present stage of its development. There are numerous factors which may affect the success of Resulting Issuer's business, many of which are beyond Resulting Issuer's control, including local, national and international economic and political conditions. The Resulting Issuer's business will involve a high degree of risk which a combination of experience, knowledge and careful evaluation may not overcome.

The risks and uncertainties discussed herein are not the only ones facing the Resulting Issuer. In evaluating the Arrangement and the Resulting Issuer, the risks and uncertainties described below, in addition to the other information contained in this Information Circular, should be carefully considered. If any such risks actually occur, the business, financial condition and/or liquidity and results of operations of the Resulting Issuer could be materially adversely affected. In this event, the value of the Resulting Issuer Shares could decline after the completion of the Arrangement and the Resulting Issuer Shareholders could lose all or part of their investment.

Risk Factors Relating to the Arrangement

There can be no certainty that all conditions precedent to the Arrangement will be satisfied or waived. Failure to complete the Arrangement could negatively impact the market price of the Crystal Peak Shares.

The Arrangement is subject to certain conditions that may be outside the control of Crystal Peak, including, without limitation, the approval of the Resolutions, the granting of the Final Order by the Court and Exchange Approval of the "Reverse Takeover". There can be no certainty, nor can Crystal Peak provide any assurance, that these conditions will be satisfied or waived, or, if satisfied or waived, when they will be satisfied or waived. If the Arrangement is not completed, the market price of Crystal Peak Shares may decline. If the Arrangement is not completed and the Crystal Peak Board decides to seek another merger or business combination, there can be no assurance that Crystal Peak will be able to undertake a business combination on equivalent or more attractive terms than those under the Arrangement Agreement.

The Arrangement Agreement may be terminated by Western Exploration in certain circumstances.

Each of the parties to the Arrangement Agreement has the right to terminate the Arrangement Agreement and not complete the Arrangement in certain circumstances. Accordingly, there is no certainty, nor can Crystal Peak provide any assurance, that the Arrangement Agreement will not be terminated by Western Exploration, as the case may be, before the completion of the Arrangement.

In addition, completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of the parties. There is no certainty, nor can any party provide any assurance, that these conditions will be satisfied or waived.

There can be no assurance that the Exchange will accept for listing the Resulting Issuer Shares to be issued to former Western Exploration membership interest holders.

Completion of the Continuance and the Arrangement is subject to the acceptance for listing by the Exchange of the post-Consolidation Crystal Peak Shares to be issued to former Western Exploration membership interest holders as consideration pursuant to the Arrangement. There can be no assurance that the Continuance Resolution and the Arrangement Resolution will be approved at the Meeting, or that Crystal Peak will be able to satisfy the requirements of the Exchange with respect to the listing of the Resulting Issuer Shares. A condition of the Closing is the receipt of conditional listing approval of the Resulting Issuer Shares to be issued, subject to official notice of issuance. If such conditional listing approval of the Exchange is not obtained, then there can be no guarantee of the successful completion of the Arrangement.

Crystal Peak will incur significant costs.

Certain costs related to the Arrangement, such as legal, accounting and certain financial advisor fees, must be paid by Crystal Peak even if the Arrangement is not completed. Crystal Peak and Western Exploration are each liable for their own costs incurred in connection with the Arrangement, subject to certain exceptions in the Arrangement Agreement.

Risk Factors Relating to the Resulting Issuer

Crystal Peak has relied on information made available by Western Exploration.

Western Exploration is not a publicly-listed entity. As a result, all historical information relating to the Western Exploration presented in the Information Circular has been provided in reliance on the information made available by Western Exploration. Although Crystal Peak has no reason to doubt the accuracy or completeness of the information provided by Western Exploration, any inaccuracy or omission in such information contained in this Information Circular could result in unanticipated liabilities or expenses, increase the costs expected to be borne by the Resulting Issuer or adversely affect the operational plans of the Resulting Issuer and its results of operations and financial condition.

The unaudited pro forma condensed consolidated financial statements of the Resulting Issuer are presented for illustrative purposes only and may not be an indication of the Resulting Issuer's financial condition or results of operations following the Arrangement.

The unaudited *pro forma* condensed consolidated financial statements contained in this Information Circular are presented for illustrative purposes only as of their respective dates and may not be an indication of the financial condition or results of operations of the Resulting Issuer following the Arrangement for several reasons. For example, the unaudited *pro forma* condensed consolidated financial statements have been derived from the respective historical financial statements of Western Exploration, and certain adjustments and assumptions made as of the dates indicated therein have been made to give effect to the Arrangement and the other respective relevant transactions. The information upon which these adjustments and assumptions have been made is preliminary, and these kinds of adjustments and assumptions are difficult to make with complete accuracy. See *"Cautionary Statement Regarding Forward-Looking Information"*.

The Resulting Issuer will have no mineral reserves.

Following completion of the Arrangement, there will be no mineral reserves (within the meaning of NI 43-101) on any of the properties in which the Resulting Issuer will have an interest in and the Resulting Issuer cannot give assurance that any mineral reserves will be identified. If the Resulting Issuer fails to identify any mineral reserves on any of its properties, its financial condition and results of operations will be materially adversely affected.

The mineral resource estimates on the properties on which the Resulting Issuer will hold may not be realizable.

The figures provided in connection with the mineral resources in respect of the properties in which Western Exploration holds interests are estimates, and have not been verified to be accurate, and no assurance can be given that full recovery of the anticipated tonnages and grades, and production estimates will be achieved or that any indicated level of recovery will be realized by the owners and operators of the properties in respect of which Western Exploration holds interest.

The Resulting Issuer will face competition for natural resource property acquisitions and the mining industry is competitive in all stages.

Many companies are engaged in the search for and the acquisition of natural resource properties, and there is a limited supply of desirable properties. The mineral exploration business is competitive in all phases. Many companies are engaged in the acquisition of natural resource properties, including other large, established companies with substantial financial resources, operational capabilities and long earnings records. The Resulting Issuer may be at a competitive disadvantage in acquiring interests in these natural resource properties, whether by way of royalty, stream or other forms of investment, as many competitors have greater financial resources and technical staff. There can be no assurance that the Resulting Issuer will be able to compete successfully against other companies in natural resource or mineral properties. In addition, the Resulting Issuer may be unable to acquire such interests at acceptable valuations or on terms it considers to be acceptable. The Resulting Issuer's inability to acquire additional natural resource properties and other investments in mineral properties may result in a material and adverse effect on the Resulting Issuer's profitability, results of operations and financial condition.

In addition, there is no assurance that a ready market will exist for the sale of commercial quantities of ore. Factors beyond the control of the Resulting Issuer may affect the marketability of any substances discovered. These factors include market fluctuations, the proximity and capacity of natural resource markets and processing equipment, government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may affect the Resulting Issuer's profitability, results of operations and financial condition.

Following completion of the Arrangement, the former Western Exploration membership interest holders will have the ability to significantly influence certain corporate actions of the Resulting Issuer.

Immediately following completion of the Arrangement (including, for greater certainty, the Agnico Royalty Conversion and the Western Exploration Debt Settlement), the Resulting Issuer is expected to have 30,435,126 Resulting Issuer Shares issued and outstanding, on a non-diluted basis, of which (i) current Crystal Peak Shareholders are expected to hold 490,566 Resulting Issuer Shares (or approximately 1.6%), (ii) the former holders of Western Exploration membership interests (including, for greater certainty, the former holders of Promissory Notes and Coral Reef Capital LLC, following the completion of the Western Exploration Debt Settlement), are expected to hold 27,695,624 Resulting Issuer Shares (or approximately 91%), and (iii) current holders of Subscription Receipts are expected to hold 2,248,936 Resulting Issuer Shares (or approximately 7.4%), of the total issued and outstanding Resulting Issuer Shares, in each case on a non-diluted basis.

The foregoing figures are based on (i) the number of Crystal Peak Shares outstanding as of the date hereof (being 178,222,314 Crystal Peak Shares, or 490,566 Resulting Issuer Shares after giving effect to the Consolidation), (ii) the number of Crystal Peak Consideration Shares expected to be issued to former holders of Western Exploration membership interests under the Arrangement (being 27,695,624 Resulting Issuer Shares after giving effect to the

Agnico Royalty Conversion and the Western Exploration Debt Settlement), (iii) the number of Resulting Issuer Shares expected to be outstanding upon the satisfaction of the Escrow Release Conditions (being 2,248,936 Resulting Issuer Shares), and (v) no securities exercisable, exchangeable or convertible for Crystal Peak Shares or Resulting Issuer Shares being exercised, exchanged or converted prior to the Closing.

As significant shareholders, the former holders of Western Exploration membership interests, as a group, will be entitled to exercise significant influence over all matters requiring approval of the shareholders of the Resulting Issuer, including the election of directors, determination of significant corporate actions, amendments to the Resulting Issuer's articles and the approval of any business combinations, mergers or takeover attempts, in a manner that could conflict with the interests of other shareholders of the Resulting Issuer.

Influence of Significant Shareholder, Agnico.

Agnico will be a significant securityholder of the Resulting Issuer and will be able to exert significant influence over the Resulting Issuer. Despite the effect of the Agnico Redemption Agreement and Agnico's relinquishment of certain percentage of their interests in exchange for a royalty over the Aura Project, Agnico is expected to retain beneficial ownership or control over approximately 19.9% of the Resulting Issuer Shares (on a partially-diluted basis).

In addition, pursuant to the Investor Rights Agreement to be entered into between the Resulting Issuer and Agnico upon the completion of the Arrangement, Agnico will have, among other things, board nomination and participation rights. See *"Investor Rights Agreement"*.

In some cases, the interests of Agnico may not be the same as those of the other shareholders of the Resulting Issuer or each other, and conflicts of interest may arise from time to time that may be resolved in a manner detrimental to the Resulting Issuer or its minority shareholders.

Negative cash flow from operating activities is anticipated.

The Resulting Issuer will have no history of earnings and is expected to generate negative cash flow from operating activities. The Resulting Issuer's mineral property will be in the exploration stage and there are no known mineral reserves and the proposed exploration program on the Resulting Issuer's mineral property will be exploratory in nature. Significant capital investment will be required to achieve commercial production from the Resulting Issuer's existing project. There is no assurance that the Resulting Issuer's mineral property will generate earnings, operate profitably or provide a return on investment in the future. Accordingly, the Resulting Issuer will be required to obtain additional financing in order to meet its future cash commitments.

Additional funding may be required.

The exploration and development of the Resulting Issuer's mineral property will require substantial additional capital. When such additional capital is required, the Resulting Issuer will need to pursue various financing transactions or arrangements, including joint venturing of projects, debt financing, equity financing or other means. Additional financing may not be available when needed or, if available, the terms of such financing might not be favourable to the Resulting Issuer and might involve substantial dilution to Resulting Issuer Shareholders. The Resulting Issuer may not be successful in locating suitable financing transactions in the time period required or at all. A failure to raise capital when needed would have a material adverse effect on the Resulting Issuer's business, financial condition and results of operations. Any future issuance of securities to raise required capital will likely be dilutive to Resulting Issuer Shareholders. In addition, debt and other debt financing may involve a pledge of assets and may be senior to interests of equity holders. The Resulting Issuer may incur substantial costs in pursuing future capital requirements, including investment banking fees, legal fees, accounting fees, securities law compliance fees, printing and distribution expenses and other costs. The ability to obtain needed financing may be impaired by such factors as the capital markets (both generally and in the gold industry in particular), the Resulting Issuer's status as a new enterprise with a limited history, the price of commodities and/or the loss of key management personnel.

Foreign Private Issuer Status.

The Resulting Issuer will be considered a "foreign private issuer" under both the 1933 Act and the *U.S. Securities Exchange Act of 1934*, as amended, and meets the eligibility requirements to file continuous reporting documents and registration statements with the SEC under the Multi-Jurisdictional Disclosure System adopted by the United States and Canada.

The Resulting Issuer may cease to qualify as a foreign private issuer in the future. To the extent that the Resulting Issuer ceases to qualify as a foreign private issuer, it may be subject to registration requirements in the United States which will increase its annual cost and may be subject to more restrictive capital raising provisions which may increase costs of, or limit the ability of the Resulting Issuer to access capital markets in the future.

In order to preserve the Resulting Issuer's foreign private issuer status, the voting rights of shareholders in the United States may be reduced as described below.

Reduction in Voting Rights of United States Shareholders

If, at any time more than 50% of the aggregate voting power of all of the issued and outstanding Resulting Issuer Shares and other voting share capital of the Resulting Issuer would be held of record by residents of the United States, then such Resulting Issuer Shares held of record by residents of the United States shall be deemed a separate series of Resulting Issuer Shares, which vote together with the Resulting Issuer Shares as a single class on all matters, and the vote attached to each Resulting Issuer Share held of record by residents of the United States shall be reduced proportionately such that no more fifty (50) percent of the aggregate votes attached to the all of the issued and outstanding Resulting Issuer Shares and other voting share capital of the Resulting Issuer are held of record by residents of the United States. For illustrative purposes only, if the Resulting Issuer Shares are the only issued and outstanding voting share capital of the Resulting Issuer and the aggregate voting power attached to Resulting Issuer Shares held of record by residents of the United States equaled 60% of the aggregate voting power attached to all issued and outstanding Resulting Issuer Shares, then each Resulting Issuer Share held of record by a resident of the United States would be deemed a separate series of Resulting Issuer Shares, which vote together with the Resulting Issuer Shares as a single class on all matters, and have five-sixths of one vote.

The determination of the percentage of the aggregate voting power held of record by residents of the United States shall be applied successively as many times as may be necessary to ensure that the aggregate voting power of all of the issued and outstanding Resulting Issuer Shares and other voting share capital of Resulting Issuer held of record by residents of the United States does not exceed 50% of the aggregate voting power of all of the issued and outstanding Resulting Issuer Shares and other voting share capital of the Resulting Issuer at any time.

The determination of the percentage of the aggregate voting power of all of the issued and outstanding Resulting Issuer Shares and other voting share capital of the Resulting Issuer held of record by residents of the United States shall be made in accordance with Rule 3b-4 (including the Note to paragraph (c)(1) thereof) under the *U.S. Securities Exchange Act of 1934*, as amended, and any successor rule, regulation or statute, as well as any published guidance of the staff of the U.S. Securities and Exchange Commission (including Compliance & Disclosure Interpretation Question 110.02, December 8, 2016).

Tax Classification of the Resulting Issuer as a U.S. Domestic Corporation.

Under Section 7874 of the Code, the Resulting Issuer, even though incorporated in Canada, will be classified as a U.S. corporation and subject to U.S. federal income tax on its worldwide taxable income. A number of significant and complicated U.S. federal income tax consequences may result from such classification. In particular, because the Resulting Issuer is also subject to tax in Canada, it is unclear how the U.S. foreign tax credit rules will operate in certain circumstances, and it is accordingly possible that the Resulting Issuer will be subject to double taxation with respect to all or part of its taxable income. It is anticipated that such U.S. and Canadian tax treatment will continue indefinitely and that the Resulting Issuer Shares will be treated indefinitely as shares in a U.S. domestic corporation for U.S. federal income tax purposes, notwithstanding future transfers.

FIRPTA Taxation of Non-U.S. Holders.

Under the Foreign Investment in Real Property Tax Act of 1980 ("**FIRPTA**"), gain recognized by a Non-U.S. Holder upon the sale, exchange, or other disposition of a "U.S. real property interest" ("**USRPI**") is treated as gain that is effectively connected with a U.S. trade or business and therefore is generally subject to U.S. taxation at rates applicable to U.S. persons. Shares in the Resulting Issuer are expected to be USRPIs. There is an exception to the application of FIRPTA for any Non-U.S. Holder who has never actually or constructively owned more than 5% of the Resulting Issuer Shares, provided the Resulting Issuer Shares are considered to be "regularly traded" on an "established securities market" within the meaning of Section 897 of the Code for the calendar year of such sale or other taxable disposition. The Resulting Issuer intends to take steps to cause the Resulting Issuer Shares to be regularly traded on an established securities market, including causing the Resulting Issuer Shares to be regularly quoted by market makers on the U.S. OTC Pink marketplace or other U.S. OTC marketplace, but no assurance can be given that these steps will be completed or effective for a given calendar year.

Changes in tax legislation or accounting rules could affect the profitability of the Resulting Issuer.

Changes to, or differing interpretation of, taxation Laws in Canada, or any of the countries in which the Resulting Issuer's assets or relevant contracting parties are located, could result in some or all of the Resulting Issuer's profits being subject to additional taxation. No assurance can be given that new taxation rules or accounting policies will not be enacted or that existing rules will not be applied in a manner which could result in the Resulting Issuer's profits being subject to additional taxation or which could otherwise have a material adverse effect on the Resulting Issuer's profitability, results of operations, financial condition and the trading price of the Resulting Issuer's securities. In addition, the introduction of new tax rules or accounting policies, or changes to, or differing interpretations of, or application of, existing tax rules or accounting policies could make acquiring additional resource properties by the Resulting Issuer less attractive to counterparties. Such changes could adversely affect the Resulting Issuer's ability to acquire new assets or make future investments.

Risk Factors Relating to Crystal Peak

Whether or not the Arrangement is completed, Crystal Peak will continue to face many of the risks that it currently faces with respect to its business and affairs. Certain of these risk factors have been disclosed in the MD&A of financial results of Crystal Peak for the year ended December 31, 2020, which is incorporated by reference into this Information Circular and has been filed on SEDAR (www.sedar.com) under Crystal Peak's issuer profile. Upon request, a Crystal Peak Shareholder will be provided with a copy of this document free of charge.

Risk Factors Relating to Western Exploration

No Mineral Reserves.

Currently, there are no mineral reserves (within the meaning of NI 43-101) on any of the properties in which Western Exploration has an interest and Western Exploration cannot give assurance that any mineral reserves will be identified. If the Resulting Issuer fails to identify any mineral reserves on any of its properties, its financial condition and results of operations will be materially adversely affected.

Reliability of Historical Information.

Western Exploration has relied on, and the disclosure in the Aura Technical Report is based, in part, upon, historical data compiled by previous parties involved with the Aura Project. To the extent that any of such historical data is inaccurate or incomplete, the Resulting Issuer's exploration plans may be adversely affected.

Precious and Base Metal Prices.

The price of precious and base metal can fluctuate widely and is affected by numerous factors including demand, inflation, strength of the U.S. dollar and other currencies, interest rates, gold sales by the central banks, forward sales by producers, global or regional political or financial events, and production and cost levels in major producing

regions. In addition, prices are sometimes subject to rapid short-term changes because of speculative activities. Even if the Resulting Issuer discovers commercial amounts of metals on its properties, it may not be able to place the property into commercial production if precious and base metal prices are not at sufficient levels.

Uncertainty of Ownership Rights and Boundaries of Resource Properties.

There is no assurance that the rights of ownership and other rights in concessions to be held by the Resulting Issuer will not be subject to loss or dispute, particularly because such rights may be subject to prior unregistered agreements or transfers or other land claims and may be affected by defects and adverse Laws which have not been identified by the Resulting Issuer. There is no guarantee that title to the properties will not be challenged or impugned. The Resulting Issuer's property interest may be subject to prior unregistered agreements or transfers or native land claims and title may be affected by undetected defects.

Mineral Exploration and Development.

The Resulting Issuer's properties will be in the exploration stage and without a known body of commercial ore. Development of any of its properties will occur only after obtaining satisfactory exploration results. Mineral exploration and development involve a high degree of risk and few properties which are explored are ultimately developed into producing mines. There is no assurance that the Resulting Issuer's mineral exploration and development activities will result in the discovery of a body of commercial ore on any of its properties. Several years may pass between the discovery and development of commercial mineable mineralized deposits.

Most exploration projects do not result in the discovery of commercially-mineralized deposits. The commercial viability of exploiting any precious or base-metal deposit is dependent on a number of factors including infrastructure and governmental regulation, in particular those relating to environment, taxes and royalties. No assurance can be given that minerals will be discovered of sufficient quality, size and grade on any of the Resulting Issuer's properties to justify a commercial operation.

Economics of Developing Mineral Properties.

Substantial expenses are required to establish ore reserves through drilling, to develop metallurgical processes to extract metal from ore and to develop the mining and processing facilities and infrastructure at any site chosen for mining. No assurance can be given that minerals will be discovered in sufficient quantities to justify commercial operation or that the funds required for development can be obtained on a timely basis.

The marketability of any minerals acquired or discovered may be affected by numerous factors which are beyond the Resulting Issuer's control and which cannot be predicted, such as market fluctuations, the proximity and capacity of milling facilities, mineral markets and processing equipment, and such other factors as government regulations, including regulations relating to royalties, allowable production, importing and exporting of minerals, and environmental protection. Depending on the price of minerals produced, the Resulting Issuer may determine that it is impractical to commence or continue commercial production.

Governmental Regulation.

Operations, development and exploration on the Resulting Issuer's properties will be affected to varying degrees by: (i) government regulations relating to such matters as environmental protection, health, safety and labor; (ii) mining Law reform; (iii) restrictions on production, price controls, and tax increases; (iv) maintenance of claims; (v) tenure; and (vi) expropriation of property. There is no assurance that future changes in such regulation, if any, will not adversely affect the Resulting Issuer's operations. Changes in such regulation could result in additional expenses and capital expenditures, availability of capital, competition, reserve uncertainty, potential conflicts of interest, title risks, dilution, and restrictions and delays in operations, the extent of which cannot be predicted.

The Resulting Issuer will be at the exploration stage on all of its properties. Exploration on the Resulting Issuer's properties requires responsible best-exploration practices to comply with the Resulting Issuer's policies, government regulations, and maintenance of claims and tenure. The Resulting Issuer will be required to be registered to do business

and have a valid prospecting license in any state in which it is carrying out work. Mineral exploration primarily falls under state jurisdiction. However, the Resulting Issuer will also be required to follow the regulations pertaining to the mineral exploration industry that fall under federal jurisdiction.

If any of the Resulting Issuer's projects advance to the development stage, those operations will also be subject to various Laws concerning development, production, taxes, labour standards, environmental protection, mine safety and other matters. In addition, new Laws governing operations and activities of mining companies could have a material adverse impact on any project in the mine development stage that the Resulting Issuer may possess.

Also, no assurance can be made that Canada Revenue Agency and provincial agencies, or the Internal Revenue Service and state agencies as applicable, will agree with the Resulting Issuer's characterization of expenses exploration expenses or development expense or the eligibility of such expenses as exploration expense under the ITA, Code, or any provincial or state equivalent.

Environmental Regulations.

The Resulting Issuer may conduct exploration activities in various parts of North America. Such activities are subject to Laws governing the protection of the environment, including, in some cases, posting of reclamation bonds. Extensive environmental legislation has been enacted by federal, state, provincial and territorial governments. All phases of the Resulting Issuer's operations will be subject to environmental regulation in the jurisdictions in which it will operate.

Environmental legislation is evolving in a manner which requires stricter standards and enforcement, increased fines and penalties for non-compliance, more stringent environmental assessments of proposed properties and a heightened degree of responsibility for companies and their officers, directors and employees. There is no assurance that future changes in environmental regulations, if any, will not adversely affect the Resulting Issuer's operations. The cost of compliance with changes in governmental regulations has the potential to preclude entirely the economic development of a property. The Resulting Issuer is expected to adopt environmental practices designed to ensure that it will comply with or exceed all environmental regulations currently applicable to it. All of the Resulting Issuer's activities will be in compliance in all material respects with applicable environmental legislation.

GENERAL MATTERS

Interests of Experts

Auditors

PricewaterhouseCoopers LLP audited the financial statements of Crystal Peak for its financial years ended December 31, 2020 and 2019. PricewaterhouseCoopers LLP is independent within the meaning of the rules of Professional Conduct of the Institute of Chartered Professional Accountants of Ontario.

MNP LLP audited the financial statements of Western Exploration, for its financial years ended December 31, 2020 and 2019. MNP LLP is independent within the meaning of the rules of Professional Conduct of the Institute of Chartered Professional Accountants of Ontario.

Other Experts

Certain legal matters relating to the Arrangement as described herein will be passed upon by Osler, Hoskin & Harcourt LLP on behalf of Crystal Peak, and Bennett Jones LLP and Dorsey & Whitney LLP on behalf of Western Exploration. To Crystal Peak's and Western Exploration's knowledge, (i) the partners of Osler, Hoskin & Harcourt LLP and their Associates and Affiliates own, in the aggregate, less than 1% of all issued and outstanding Crystal Peak Shares and no membership units of Western Exploration as of the date hereof, (ii) the partners of Bennett Jones LLP and their Associates and Affiliates own, in the aggregate, less than 1% of all issued and outstanding Crystal Peak Shares and no membership units of Western Exploration as of the date hereof, and (iii) the partners of Dorsey & Whitney LLP

and their Associates and Affiliates own, in the aggregate, less than 1% of all issued and outstanding Crystal Peak Shares and no membership units of Western Exploration as of the date hereof.

The disclosure in respect of the Aura Project in this Information Circular has been derived from the Aura Technical Report and has been prepared with the consent of Peter Arthur Ronning, P.Eng., Derick Unger, C. P. G., Steven Ristorcelli, C. P. G., and Jack McPartland, M.M.S.A, each of whom is a "qualified person" within the meaning of NI 43-101 and independent of Western Exploration and Crystal Peak. To Crystal Peak's and Western Exploration's knowledge, the foregoing persons do not own any Crystal Peak Shares or membership units of Western Exploration as of the date hereof.

Other Material Facts

There are no other material facts about Crystal Peak, Western Exploration, the Resulting Issuer or the Arrangement that have not been disclosed in this Information Circular.

Board Approval

The contents and sending of this Information Circular have been approved by the Crystal Peak Board. Where information contained in this Information Circular rests particularly within the knowledge of a person other than Crystal Peak, or Western Exploration, Crystal Peak and Western Exploration, respectively, have relied upon information furnished by such person.

CERTIFICATE OF CRYSTAL PEAK MINERALS INC.

Dated: November 12, 2021

The foregoing document constitutes full, true and plain disclosure of all material facts relating to the securities of Crystal Peak Minerals Inc. assuming completion of the proposed Arrangement, including, among other things, the Reverse Takeover of Crystal Peak Minerals Inc. by Western Exploration LLC

(signed) "Dean Pekeski"	*(signed) "Blake Measom"*
DEAN PEKESKI	**BLAKE MEASOM**
President, Interim Chief Executive Officer	Chief Financial Officer

ON BEHALF OF THE BOARD OF DIRECTORS

(signed) "Herbert E. Scruggs"	*(signed) "De Lyle Bloomquist"*
HERBERT E. SCRUGGS	**DE LYLE BLOOMQUIST**
Director	Director

CERTIFICATE OF WESTERN EXPLORATION LLC

Dated: November 12, 2021

The foregoing document, as it relates to Western Exploration LLC, constitutes full, true and plain disclosure of all material facts relating to securities of Western Exploration LLC.

(signed) "Darcy Marud"	*(signed) "Curtis Turner"*
DARCY MARUD	**CURTIS TURNER**
President, Chief Executive Officer	Chief Financial Officer

ON BEHALF OF THE BOARD OF DIRECTORS

(signed) "Marceau Schlumberger"	*(signed) "Brian Kennedy"*
MARCEAU SCHLUMBERGER	**BRIAN KENNEDY**
Chairman of the Board	Lead Director

CERTIFICATE OF CORAL REEF CAPITAL LLC

Dated: November 12, 2021

The foregoing document as it relates to Coral Reef Capital LLC constitutes full, true and plain disclosure of all material facts relating to Coral Reef Capital LLC.

(signed) "Marceau Schlumberger"
MARCEAU SCHLUMBERGER
Sole Member

GLOSSARY

The following terms used in this Information Circular have the following meanings. This is not an exhaustive list of defined terms used in this Information Circular.

"**Acquisition Proposal**" means, other than the transactions involving the Parties contemplated by the Arrangement Agreement, any *bona fide* proposal or offer regarding (i) any merger, take-over bid, amalgamation, plan of arrangement, share exchange, business combination, Consolidation, recapitalization, reorganization or similar transaction, or any liquidation, dissolution or winding-up in respect of Crystal Peak; (ii) any sale (or any lease, long-term supply arrangement, license or other arrangement having the same economic effect as a sale) of the assets of Crystal Peak representing 20.0% or more of the consolidated assets, revenues or earnings of Crystal Peak; (iii) any sale or issuance of shares or other equity interests (or securities convertible into or exercisable for such shares or other equity interests) in the capital of Crystal Peak representing 20.0% or more of the issued and outstanding equity or voting interests of Crystal Peak; (iv) any sale of an interest in any material mineral property or material joint venture of Crystal Peak; or (v) any proposal or offer to, or public announcement of an intention to do, any of the foregoing from any Person other than Western Exploration.

"**Affiliate**" means a company that is affiliated with another company as described below.

A company is an "**Affiliate**" of another company if:

(a) one of them is the subsidiary of the other; or

(b) each of them is controlled by the same Person.

A company is "**controlled**" by a Person if:

(a) voting securities of the company are held, other than by way of security only, by or for the benefit of that Person, and

(b) the voting securities, if voted, entitle the Person to elect a majority of the directors of the company.

A Person beneficially owns securities that are beneficially owned by:

(a) a company controlled by that Person; or

(b) an Affiliate of that Person or an Affiliate of any company controlled by that Person.

"**Agency Agreement**" means the agency agreement dated October 13, 2021 among the Corporation and the Agents concerning the Financing, comprised of the issuance, on a private placement basis, of 2,248,936 Subscription Receipts at a price of C$2.65 per Subscription Receipt for aggregate gross proceeds of C$5,959,680.

"**Agents**" means, collectively, the Co-Lead Agents together with Cormark Securities Inc.

"**Agnico Redemption Agreement**" has the meaning ascribed thereto in *Appendix "G" – "Information Concerning Western Exploration LLC"*.

"**Agnico Redemption Date**" has the meaning ascribed thereto in *Appendix "G" – "Information Concerning Western Exploration LLC"*.

"**Agnico Royalty Agreement**" has the meaning ascribed thereto in *Appendix "G" – "Information Concerning Western Exploration LLC"*.

"**Agnico Royalty Conversion**" means the transactions contemplated by the Agnico Royalty Agreement and the Agnico Redemption Agreement, as described in *Appendix "G" – "Information Concerning Western Exploration LLC"*.

"**Agnico Warrants**" has the meaning ascribed thereto in *Appendix "G" – "Information Concerning Western Exploration LLC"*.

"**ALS**" means ALS Minerals, formerly called ALS Chemex Labs Ltd.

"**Amalco**" has the meaning ascribed thereto under *"Summary – The Continuance and the Arrangement"*.

"**Arm's Length Transaction**" means a transaction that is not a Related Party Transaction.

"**Arrangement**" means the arrangement described in the Arrangement Agreement, pursuant to which, among other things, the Reverse Takeover, the Consolidation and the Name Change will be implemented by way of a court approved plan of arrangement under the BCBCA.

"**Arrangement Agreement**" means the arrangement agreement dated February 19, 2021 between Crystal Peak and Western Exploration, as first amended on July 12, 2021, further amended on October 12, 2021, and further amended on November 9, 2021, together with the schedules attached thereto, as may be further amended from time to time, a copy of which is available on SEDAR (www.sedar.com) under Crystal Peak's issuer profile.

"**Arrangement Resolution**" means the special resolution of the Crystal Peak Shareholders that is to be considered at the Meeting approving the Arrangement pursuant to the terms of the Arrangement Agreement, the full text of which is further set out in this Information Circular (see *"Particulars of Matters to be Acted Upon at the Meeting – Approval of the Arrangement"*).

"**Articles of Continuance**" means the articles of continuance of Crystal Peak in respect of the Continuance, to be in a form and content satisfactory to the Parties, each acting reasonably.

"**Associate**" when used to indicate a relationship with a Person, means:

(a) an issuer of which the Person beneficially owns or controls, directly or indirectly, voting securities entitling him to more than ten percent (10.0%) of the voting rights attached to outstanding securities of the issuer;

(b) any partner of the Person;

(c) any trust or estate in which the Person has a substantial beneficial interest or in respect of which a Person serves as trustee or in a similar capacity;

(d) in the case of a Person, who is an individual:

(i) that Person's spouse or child, or

(ii) any relative of the Person or his spouse who has the same residence as that Person;

but

(e) where the Exchange determines that two Persons shall, or shall not, be deemed to be Associates with respect to a member firm, member corporation or holding company of a member corporation, then such determination shall be determinative of their relationships in the application of Rule D. 1.00 of the Exchange rule book and policies with respect to that member firm, member corporation or holding company.

"**Auditor Change Time**" means 12:01 a.m. (Pacific Time) on the first day following the date on which the Arrangement is effective.

"**Audit Committee**" is the committee of the Crystal Peak Board whose role is to provide oversight of Crystal Peak's financial management.

"**Auditor Resolution**" means the resolution to be considered by Crystal Peak Shareholders at the Meeting to approve (i) the appointment of PricewaterhouseCoopers LLP, as the auditor of Crystal Peak to hold office until the earlier of the next annual meeting of shareholders of Crystal Peak or Auditor Change Time, and (ii) conditional upon, and concurrently with the Closing, the appointment of MNP LLP as the auditor of the Resulting Issuer to hold office from the Auditor Change Time until the earlier of the next annual meeting of shareholders of the Resulting Issuer, and to authorize the directors to fix the remuneration to be paid to the auditor.

"**Aura Project**" means the exploration and development project of Western Exploration located on public lands within the Mountain City Ranger District of the Humboldt-Toiyabe National Forest about 100 kilometers north of Elko, Nevada.

"**Aura Technical Report**" means the technical report titled *"2021 Updated Resource Estimates and Technical Report Aura Gold-Silver Project, Elko County, Nevada"* dated October 20, 2021 with an effective date of October 14, 2021.

"**Authorization**" means any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, whether or not having the force of Law.

"**BCBCA**" means the *Business Corporations Act* (British Columbia) and all regulations thereunder, as amended from time to time.

"**BCBCA Arrangement Dissent Rights**" has the meaning ascribed thereto under *"The Arrangement – Continuance and Arrangement – Arrangement"*.

"**Beneficial Crystal Peak Shareholders**" means shareholders of Crystal Peak who do not hold Crystal Peak Shares in their own name.

"**Beneficial Ownership**" means beneficial ownership within the meaning of the BCBCA.

"**Blackout Period**" means a period of time during which the Participant cannot sell shares, due to applicable Law or policies of the Corporation in respect of insider trading.

"**Broadridge**" means Broadridge Investor Communication Solutions.

"**Broker Warrants**" has the meaning ascribed thereto under *"Subscription Receipt Financing"*.

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

"**Canadian Securities Laws**" means applicable Canadian provincial and territorial securities Laws.

"**Cash Commission**" has the meaning ascribed thereto under *"Subscription Receipt Financing"*.

"**Change in Crystal Peak Recommendation**" means the Crystal Peak Board's decision to approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal until five (5) calendar days following the public announcement of such Acquisition Proposal shall not be considered an adverse modification).

"**Closing**" means the closing of the Arrangement.

"**Co-Lead Agents**" means Canaccord Genuity Corp and Stifel Nicolaus Canada Inc.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

"**Committee**" means the Board of Directors or if so delegated in whole or in part by the Board, the Compensation and Nominating Committee of the Board of Directors, or any other duly authorized committee of the Board appointed by the Board to administer the Plan.

"**Completion Deadline**" means the date by which the transactions contemplated by the Arrangement Agreement are to be completed, which date shall be on or prior to January 31, 2022, or such later date as may be agreed to by the Parties.

"**Consolidation**" means the consolidation of Crystal Peak Shares on a 363.30:1 ratio pursuant to the Arrangement.

"**Consultant**" has the meaning ascribed thereto in the Resulting Issuer Equity Incentive Compensation Plan.

"**Continuance**" means the continuance of Crystal Peak from the Yukon Territory under the YBCA to British Columbia under the BCBCA, which is required to be implemented for the Arrangement to proceed under the BCBCA.

"**Continuance Notice Shares**" means, the number of Crystal Peak Shares in respect of which the Crystal Peak Dissenting Shareholder is exercising the YBCA Continuance Dissent Rights.

"**Continuance Resolution**" means the special resolution to be considered by Crystal Peak Shareholders at the Meeting to approve the Continuance.

"**Control Person**" means any Person that holds or is one of a combination of Persons that holds a sufficient number of any of the securities of an issuer so as to affect materially the control of that issuer, or that holds more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holder of those securities does not materially affect the control of the issuer.

"**Court**" means, with respect to the Arrangement, the Supreme Court of British Columbia.

"**Crystal Peak**" or the "**Corporation**" means Crystal Peak Minerals Inc., a corporation existing under the YBCA, as constituted prior to the completion of the Arrangement.

"**Crystal Peak Board**" means the Board of Directors of Crystal Peak prior to Closing.

"**Crystal Peak Consideration Shares**" means, 27,695,624 post-Consolidation Crystal Peak Shares issuable to former holders of Western Exploration membership interests, pursuant to the terms of the Arrangement Agreement.

"**Crystal Peak Disclosure Letter**" means the letter dated February 19, 2021, and delivered by Crystal Peak to Western Exploration in the form accepted by and on behalf of Western Exploration, with respect to certain matters in the Arrangement Agreement.

"**Crystal Peak Dissenting Shareholders**" means, as the context requires, (i) Registered Crystal Peak Shareholders who have duly and validly exercised their YBCA Continuance Dissent Rights with respect to the Continuance Resolution, or (ii) Registered Crystal Peak Shareholders who have duly and validly exercised their BCBCA Arrangement Dissent Rights with respect to the Arrangement Resolution.

"**Crystal Peak Option Plan**" means the rolling ten percent (10%) stock option plan of Crystal Peak.

"**Crystal Peak Options**" means options to purchase Crystal Peak Shares granted under the Crystal Peak Option Plan.

"**Crystal Peak RSU Plan**" means the restricted share unit plan of Crystal Peak.

"**Crystal Peak RSUs**" means restricted share units of Crystal Peak granted under the Crystal Peak RSU Plan.

"**Crystal Peak Shareholder Approval**" means the requisite approval for the Arrangement Resolution and Continuance Resolution, which is at least two-thirds (66⅔ percent) of the votes cast on the Arrangement Resolution and Continuance Resolution by the Crystal Peak Shareholders, voting as a single class, present in person or by proxy at the Meeting.

"**Crystal Peak Shareholders**" means the registered holders of Crystal Peak Shares, unless the context otherwise requires.

"**Crystal Peak Shares**" means voting common shares of Crystal Peak, as constituted prior to the completion of the Consolidation.

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

"**Crystal Peak Subject Securities**" has the meaning ascribed in the Voting Support Agreements.

"**Crystal Peak Supporting Shareholder**" means the Persons who are party to the Voting Support Agreements, as specified in the Crystal Peak Disclosure Letter.

"**Crystal Peak Termination Fee**" means a cash termination payment in an amount equal to USD $390,000 payable by Crystal Peak to Western Exploration upon the occurrence of a Crystal Termination Fee Event (as defined in the Arrangement Agreement).

"**Crystal Peak Warrants**" means warrants of Crystal Peak, exercisable to acquire Crystal Peak Shares (prior to the completion of the Consolidation) or post-Consolidation Crystal Peak Shares (prior to the completion of the Consolidation), as applicable.

"**Director Election Resolutions**" means the resolutions to be considered by Crystal Peak Shareholders at the Meeting to elect the directors of Crystal Peak.

"**Disability**" means the Participant's inability to substantially fulfil their duties on behalf of the Corporation or an Affiliate for a continuous period of six (6) months or more or the Participant's inability to substantially fulfil his or her duties on behalf of the Corporation or an Affiliate for an aggregate period of six (6) months or more during any consecutive twelve (12) month period; and if there is any disagreement between the Corporation or an Affiliate and the Participant as to the Participant's Disability or as to the date any such Disability began or ended, the same shall be determined by a physician mutually acceptable to the Corporation and the Participant whose determination shall be conclusive evidence of any such Disability and of the date any such Disability began or ended.

"**Dissent Rights**" means, as the context requires, the rights of dissent to be provided to a Crystal Peak Shareholder in accordance with (i) the BCBCA Arrangement Dissent Rights in respect of the Arrangement, and (ii) in accordance with the YBCA Continuance Dissent Rights in respect of the Continuance Resolution.

"**Dividend Equivalent**" means a right with respect to an Award to receive cash, Shares or other property equal in value and form to dividends declared by the Board and paid with respect to outstanding Shares. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement, and if specifically provided for in the Award Agreement shall be subject to such terms and conditions set forth in the Award Agreement as the Committee shall determine.

"**Effective Date**" means the effective date of the Arrangement.

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

"**EMR**" means EMR Capital Resources Fund 1, LP.

"**Escrow Release Conditions**" has the meaning ascribed thereto under *"Subscription Receipt Financing"*.

"**Escrow Release Deadline**" has the meaning ascribed thereto under *"Subscription Receipt Financing"*.

"**Escrowed Proceeds**" has the meaning ascribed thereto under *"Subscription Receipt Financing"*.

"**Exchange**" or "**TSXV**" means the TSX Venture Exchange (including the NEX Board of the TSXV).

"**Exchange Approval**" means the necessary approvals of the Exchange for the Arrangement.

"**Exchange Bulletin**" means the final bulletin of the Exchange to be issued following the closing of the Arrangement (which is, a "Reverse Takeover", as defined in the policies of the Exchange) which bulletin evidences the Exchange's final acceptance of the "Reverse Takeover".

"**Exchange Form 3D1**" means Exchange Form 3D1 – *Information Required in an Information Circular for a Reverse Takeover or Change of Business*.

"**Exchange Policy 2.2**" means Exchange Policy 2.2 – *Sponsorship and Sponsorship Requirements*.

"**Exchange Policy 5.2**" means Exchange Policy 5.2 – *Changes of Business and Reverse Takeovers*.

"**Exchange Policy 5.4**" means Exchange Policy 5.4 – *Escrow, Vendor Consideration and Resale Restrictions*.

"**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA in a form acceptable to Western Exploration and Crystal Peak, each acting reasonably, approving the Arrangement, as such order may be amended at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended on appeal.

"**Financing**" means the brokered private placement of Subscription Receipts completed by Crystal Peak pursuant to the Agency Agreement on October 13, 2021, at a price of C$2.65 per Subscription Receipt, for aggregate gross proceeds of C$5,959,680.

"**Financing Resolution**", means the resolution to be considered by the disinterested Crystal Peak Shareholders at the Meeting to approve the Financing.

"**Financing Share**" has the meaning ascribed thereto under *"Subscription Receipt Financing"*.

"**Financing Unit**" has the meaning ascribed thereto under *"Subscription Receipt Financing"*.

"**Financing Warrant**" has the meaning ascribed thereto under *"Subscription Receipt Financing"*.

"**FIRPTA**" has the meaning ascribed thereto under *"Risk Factors – Risk Factors Relating to the Resulting Issuer"*.

"**Fiscal Year**" means the Corporation's fiscal year commencing on January 1 and ending on December 31 or such other fiscal year as approved by the Board.

"**Form 51-102F5**" means Form 51-102F5 – *Information Circular*, of the Canadian Securities Administrators, as amended.

"**Governmental Entity**" means: (i) any supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing; (ii) any entity exercising executive, legislative, judicial, regulatory or administrative functions

of or pertaining to government, including any court; and (iii) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies.

"**IFRS**" means International Financial Reporting Standards issued by the International Accounting Standards Board, as updated and amended from time to time.

"**Information Circular**" means this management information circular of Crystal Peak dated November 12, 2021.

"**Initial Resulting Issuer Director Nominees**" has the meaning ascribed thereto under *"Summary – The Continuance and the Arrangement"*.

"**Initial WEX Holdings Share**" means one common share of Western Exploration Parentco issued to Mr. Darcy Marud, the Chief Executive Officer and Manager of Western, as the initial shareholder of Western Exploration Parentco.

"**Insider**" if used in relation to an issuer, means:

(a) a director or senior officer of the issuer;

(b) a director or senior officer of a company that is an insider or subsidiary of the issuer;

(c) a Person that beneficially owns or controls, directly or indirectly, voting shares carrying more than ten percent (10%) of the voting rights attached to all outstanding voting shares of the issuer; or

(d) the issuer itself if it holds any of its own securities.

"**Interim Order**" means the interim order of the Court pursuant to the BCBCA, made in connection with the Arrangement, a copy of which is attached as Appendix "R" – *"Interim Order"* to this Information Circular, as such order may be amended, supplemented or varied by the Court with the consent of the Parties, each acting reasonably.

"**Intermediaries**" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Crystal Peak Shareholders.

"**Investor Relations Employee**" has the meaning ascribed thereto in the Resulting Issuer Equity Incentive Compensation Plan.

"**Law**" means any laws, including, without limitation, supranational, national, provincial, state, municipal and local civil, commercial, banking, tax, personal and real property, security, mining, environmental, water, energy, investment, property ownership, land use and zoning, sanitary, occupational health and safety laws, treaties, statutes, ordinances, judgments, decrees, injunctions, writs, certificates and orders, by-laws, rules, regulations, ordinances, protocols, codes, guidelines, policies, notices, directions or other requirements of any Governmental Entity.

"**Letter of Transmittal**" means the letter of transmittal to be completed by Registered Crystal Peak Shareholders to exchange certificate(s) representing pre-Consolidation Crystal Peak Shares in order to receive certificate(s) representing post-Consolidation Crystal Peak Shares.

"**Matching Period**" means a period of five (5) Business Days from the later of the date on which Western Exploration received a Superior Proposal Notice or was provided with a copy of the proposed definitive agreement for the Superior Proposal from Crystal Peak.

"**Material Adverse Change**" has the meaning ascribed in the Arrangement Agreement.

"**Material Adverse Effect**" has the meaning ascribed in the Arrangement Agreement.

"**MD&A**" means management's discussion and analysis.

"**Meeting**" means the annual general and special meeting of the Crystal Peak Shareholders to be held on December 15, 2021, at 9:30 a.m. (Pacific Time) at the offices of Osler, Hoskin & Harcourt LLP, Suite 1700 – 1055 West Hastings Street, Vancouver, British Columbia, V6E 2E9, and any adjournment or postponement thereto.

"**Meeting Materials**" means, collective, the Notice of Meeting, this Information Circular, the Letter of Transmittal and, as the case may be, a VIF or Proxy.

"**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

"**Name Change**" means the proposed change of Crystal Peak's name from "Crystal Peak Mineral Inc." to "Western Exploration Inc.".

"**NEO**" means a named executive officer, which includes:

(a) the chief executive officer (the "**CEO**");

(b) the chief financial officer (the "**CFO**");

(c) the most highly compensated executive officer of the company, including any of its subsidiaries, other than the CEO and CFO, at the end of the relevant period in question whose total compensation was, individually, more than C$150,000; and

(d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the company or its subsidiaries, nor acting in a similar capacity, at the end of that period.

"**NI 45-102**" means National Instrument 45-102 – *Resale of Securities*.

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*.

"**NI 54-101**" means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*.

"**NOBOs**" means non-objecting beneficial owners.

"**Non-Voting Crystal Peak Shares**" means the non-voting common shares in the capital of Crystal Peak.

"**Notice of Meeting**" means the notice of annual general and special meeting of Crystal Peak Shareholders that accompanies this Information Circular.

"**Notice of Objection**" has the meaning ascribed thereto under the heading *"The Arrangement – Continuance and Arrangement – Continuance – Dissent Rights Pursuant to the Continuance"*.

"**Notice Shares**" shall have the meaning as ascribed at section 237 of the BCBCA.

"**NP 46-201**" means National Policy 46-201 – *Escrow for Initial Public Offerings*.

"**NSR**" means net smelter return.

"**OBOs**" means objecting beneficial owners.

"**Offer to Purchase**" has the meaning ascribed thereto under the heading *"The Arrangement – Continuance and Arrangement – Continuance – Dissent Rights Pursuant to the Continuance"*.

"**Original Board**" has the meaning ascribed thereto under the heading *"Summary – Shareholder Approval – Director Election Resolutions"*.

"**Participant**" means an Employee, Non-Employee Director or Consultant who has been selected to receive an Award, or who has an outstanding Award granted under the Plan.

"**Parties**" means, together, Crystal Peak and Western Exploration, and "**Party**" means either of them.

"**Person**" or "**person**" means an individual, partnership, association, body corporate, joint venture, business organization, trustee, executor, administrative legal representative, Governmental Entity or any other entity, whether or not having legal status.

"**Plan of Arrangement**" means the plan of arrangement appended hereto as Appendix "B", as amended from time to time.

"**Preference Shares**" means preference shares of the Corporation without par value.

"**President's List**" has the meaning ascribed thereto under *"Subscription Receipt Financing"*.

"**Pro-Rata Acquisitions**" means a stock-dividend, a stock split or other event pursuant to which such person receives or acquires Voting Securities or securities convertible into Voting Securities on the same *pro rata* basis as all other holders of securities of the same class.

"**Promissory Notes**" has the meaning ascribed thereto in *Appendix "G" – "Information Concerning Western Exploration LLC"*.

"**Promoter**" has the meaning ascribed thereto in the Securities Act.

"**Proxy**" means the form of proxy accompanying this Information Circular.

"**QA/QC**" means quality assurance-quality control protocol.

"**Record Date**" means the close of business on November 8, 2021.

"**Registered Crystal Peak Shareholders**" means shareholders of Crystal Peak whose names appear on the records of Crystal Peak as the registered holders of Crystal Peak Shares.

"**Related Party Payables**" means all amounts owed by Crystal Peak to certain Crystal Peak Shareholders as of the Closing, including for greater certainty, USD $30,000, plus disbursements and applicable taxes, owed to EMR for reasonable and documented legal fees.

"**Related Party Transaction**" has the meaning ascribed to that term in MI 61-101, and includes a related party transaction that is determined by the Exchange to be a Related Party Transaction. The Exchange may deem a transaction to be a Related Party Transaction where the transaction involves non arm's length parties, or other circumstances exist which may compromise the independence of the issuer with respect to the transaction.

"**Related Party Payables**" means all amounts owed by Crystal Peak to certain Crystal Peak Shareholders as of the Closing, including for greater certainty, USD $30,000, plus disbursements and applicable taxes, owed to EMR for reasonable and documented legal fees;

"**Resolutions**" means, collectively, the Continuance Resolution, the Arrangement Resolution, the Omnibus Equity Incentive Plan Resolution, the Director Election Resolutions, the Auditor Resolution, and the Financing Resolution.

"**Resulting Issuer**" means Crystal Peak, as it will exist immediately following Closing, to be named "Western Exploration Inc.".

"**Resulting Issuer Board**" means the board of directors of the Resulting Issuer, as it will exist immediately following Closing.

"**Resulting Issuer Broker Warrants**" means the common share purchase warrants of the Resulting Issuer issued to the Agents pursuant to the Plan of Arrangement, in exchange for the Broker Warrants, each of which entitles the holder to purchase, for a period of 12 months following the Effective Date, one Resulting Issuer Share at a price of $3.05 per Resulting Issuer Share.

"**Resulting Issuer DSUs**" means deferred share units of the Resulting Issuer.

"**Resulting Issuer Equity Incentive Compensation Plan**" means the omnibus equity incentive compensation plan, a copy of which is attached as Appendix "E" – *"Equity Incentive Compensation Plan"* to this Information Circular.

"**Resulting Issuer Options**" means options to purchase Resulting Issuer Shares granted pursuant to the Resulting Issuer Equity Incentive Compensation Plan.

"**Resulting Issuer Preference Shares**" the Preference Shares following the Closing.

"**Resulting Issuer RSUs**" means restricted share units in the capital of the Resulting Issuer.

"**Resulting Issuer Shareholders**" means holders of Resulting Issuer Shares.

"**Resulting Issuer Shares**" means the Crystal Peak Shares following the Closing.

"**Reverse Takeover**" has the meaning given to such term in Exchange Policy 5.2.

"**RTO Term Sheet**" means the non-binding term sheet dated January 19, 2021 between Western Exploration and Crystal Peak outlining the terms of the Arrangement.

"**Securities Act**" means the *Securities Act* (Ontario) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"**Securities Laws**" means Canadian Securities Laws and U.S. Securities Laws and all other applicable securities Laws and applicable stock exchange rules and listing standards of the stock exchanges.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval website.

"**service provider"** has the meaning ascribed thereto in the Resulting Issuer Equity Incentive Compensation Plan.

"**Subject Security**" has the meaning ascribed in the Voting Support Agreements.

"**Subscription Receipt Agent**" means TSX Trust Company and includes its successors and assigns appointed pursuant to the Subscription Receipt Agreement.

"**Subscription Receipt Agreement**" means the subscription receipt agreement, dated October 13, 2021 among Crystal Peak, the Subscription Receipt Agent and Canaccord Genuity Corp.

"**Subscription Receipts**" means the subscription receipts of the Corporation issued on October 13, 2021 at a price of C$2.65 per subscription receipt of the Corporation, with each representing a right to receive, upon satisfaction of the Escrow Release Conditions, on a post-Consolidation basis, one Financing Unit, and "**Subscription Receipt**" means any one of them.

"**Superior Proposal**" means a *bona fide* written Acquisition Proposal, substituting "50%" for each reference to "20%" contained in the definition of Acquisition Proposal, made by a third party subsequent to the date hereof (other than Crystal Peak or a Crystal Peak subsidiary) that (i) did not result from a breach of the provisions of the Arrangement Agreement, (ii) complies with all applicable Securities Laws, (iii) in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to the satisfaction of the Crystal Peak Board acting in good faith (after consultation with its financial advisors and outside legal counsel), will be obtained, (iv) is not subject to any due diligence and/or access condition, and (v) the Crystal Peak Board has determined in good faith (after consultation with its financial advisors and outside legal counsel) (A) is reasonably capable of completion taking into account all legal, financial, regulatory timing and other aspects of such Acquisition Proposal and the person making such Acquisition Proposal, and (B) would reasonably be expected, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable, from a financial point of view, to the Crystal Peak Shareholders than the Arrangement.

"**Superior Proposal Notice**" means a written notice, delivered to Western Exploration or Crystal Peak, as applicable, of the determination of the Crystal Peak Board that an Acquisition Proposal constitutes a Superior Proposal and that the Crystal Peak Board intends to enter into the associated definitive agreement.

"**Tax Returns**" has the meaning ascribed in the Arrangement Agreement.

"**Taxes**" means all federal, state, local, provincial, branch or other taxes, including, without limitation, income, gross receipts, windfall profits, value added, ad valorem, property, capital, net worth, production, sales, use, licence, excise, franchise, employment, sales taxes, use taxes, value added taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, pension plan premiums, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, mining taxes, alternative or add-on minimum taxes, goods and services tax, harmonized sales tax, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Entity, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties.

"**Third Party Confidentiality Agreement**" has the meaning ascribed in the Arrangement Agreement.

"**U.S. Securities Laws**" means all applicable securities legislation in the U.S., including without limitation, the 1933 Act and the *United States Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated thereunder, including judicial and administrative interpretations thereof, and the securities laws of the states of the U.S.

"**USRPI**" has the meaning ascribed thereto under the heading *"Risk Factors – Risk Factors Relating to the Resulting Issuer"*.

"**VIF**" means a voting instruction form.

"**Voting Securities**" mean any securities of the Corporation ordinarily carrying the right to vote at elections of directors and any securities immediately convertible into or exchangeable for such securities.

"**Voting Support Agreements**" means the voting support agreements dated February 19, 2021 between Western Exploration and each of the Crystal Peak Supporting Shareholders.

"**Western Exploration**" means Western Exploration LLC.

"**Western Exploration Board**" means the board of directors of Western Exploration LLC.

"**Western Exploration Debt Settlement**" has the meaning ascribed thereto in *Appendix "G" – "Information Concerning Western Exploration LLC"*.

"**Western Exploration Members**" means, at any time, the holders of membership interests in Western Exploration.

"**Western Exploration Membership Interest Exchange**" has the meaning ascribed thereto in *Appendix "G" – "Information Concerning Western Exploration LLC"*.

"**Western Exploration Parentco**" means WEX Holdings Inc., a corporation existing under the BCBCA.

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

"**Western Exploration Reorganization**" has the meaning ascribed thereto in *Appendix "G" – "Information Concerning Western Exploration LLC"*.

"**Western Exploration Securityholders**" has the meaning ascribed thereto under *"Note to U.S. Securityholders"*.

"**Western Waterfall Distribution**" has the meaning ascribed thereto in *Appendix "G" – "Information Concerning Western Exploration LLC"*.

"**YBCA**" means the *Business Corporations Act* (Yukon) and all regulations thereunder, as amended from time to time.

"**YBCA Continuance Dissent Rights**" means the dissent rights of Registered Crystal Peak Shareholders in respect of the Continuance Resolution, as governed by Section 193 of the YBCA.

"**Yukon Authorization**" has the meaning ascribed thereto under the heading *"The Arrangement – Continuance and Arrangement – Continuance"*.

"**1933 Act**" means the *Securities Act of 1933*, as amended, of the United States of America, and the rules and regulations promulgated from time to time thereunder.

APPENDIX "A"
RESOLUTIONS TO BE APPROVED AT THE MEETING

Continuance Resolution

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The continuation of Crystal Peak Minerals Inc. ("**Crystal**") from the Yukon Territory to the Province of British Columbia (the "**Continuance**"), pursuant to section 308 of the *Business Corporations Act* (British Columbia) ("**BCBCA**") and the applicable provisions of the *Business Corporations Act* (Yukon) ("**YBCA**"), all as more particularly described and to be set forth in the management information circular of Crystal (the "**Circular**") accompanied by the notice of the meeting, be and is hereby authorized and approved and Crystal is hereby authorized to apply to the Registrar of Companies of British Columbia to continue as a British Columbia company;

2. Subject to the Continuance becoming effective, and without affecting the validity of any act of Crystal under its existing articles and by-laws, the adoption by Crystal of notice of articles and articles in substitution for the existing articles and by-laws of Crystal is hereby authorized and approved, including varying the special rights and restrictions attached to the common shares by:

   (a) Adding Parts 28(4), (5) and (6) to allow for the common shares to be issuable in series; and

   (b) Adding Parts 28(7), (8) and (9) to provide that the common shares held by residents of the United States be deemed a separate series of common shares in the event that more than 50% of the aggregate voting power of all voting share capital of the Company is held by residents of the United States, as described in more detail in the proposed revisions to the articles.

3. Any one director or officer of Crystal be authorized to apply for, execute and file the form of documents required pursuant to the BCBCA and YBCA in respect of the Continuance, including the certificate of continuance, and including any supplements or amendments thereto, and make all such applications as may be necessary in connection with the Continuance;

4. Notwithstanding that this special resolution has been duly passed by the holders of common shares of Crystal, the board of directors of Crystal may, without further notice or approval of the shareholders of Crystal, decide, in their sole and unfettered discretion, not to proceed with the Continuance or otherwise give effect to this special resolution, at any time prior to the Continuance becoming effective; and

5. Any one or more of the directors or officers of Crystal be authorized and directed to perform all such acts, deeds and things and execute and file all instruments and documents as may be necessary or desirable to fulfill the intent of this special resolution.

Arrangement Resolution

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The arrangement (the "**Arrangement**") under the provisions of Division 5 of Part 9 of the Business Corporations Act (*British Columbia*) involving Crystal Peak Minerals Inc. ("**Crystal**") pursuant to the arrangement agreement (the "**Arrangement Agreement**") between Crystal and Western Exploration LLC ("**Western**") dated February 19, 2021, as first amended on July 12, 2021, further amended on October 12, 2021, and further amended on November 9, 2021, all as more particularly described and to be set forth in the management information circular of Crystal (the "**Circular**") accompanied by the notice of the meeting (as the Arrangement may be modified or amended in accordance with its terms), is hereby authorized, approved and adopted.

2. The plan of arrangement, as it has been or may be modified or amended in accordance with the Arrangement Agreement and its terms, involving Crystal (the "**Plan of Arrangement**"), the full text of which is set out as Schedule "A" to the Arrangement Agreement, is hereby authorized, approved and adopted.

3. The Arrangement Agreement, the actions of the directors of Crystal in approving the Arrangement, and the actions of the officers of Crystal in executing and delivering the Arrangement Agreement, and any modifications or amendments thereto are hereby ratified and approved.

4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the Crystal Shareholders (as defined in the Arrangement Agreement) or that the Arrangement has been approved by the Supreme Court of British Columbia (the "**Court**"), the directors of Crystal are hereby authorized and empowered, at their discretion, without further notice to or approval of the Crystal Shareholders: (a) to amend or modify the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; and (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.

5. Any director or officer of Crystal is hereby authorized and directed for and on behalf of Crystal to execute, whether under corporate seal of Crystal or otherwise, and to deliver such other documents as are necessary or desirable in accordance with the Arrangement Agreement for filing.

6. Any one or more directors or officers of Crystal is hereby authorized, for and on behalf and in the name of Crystal, to execute and deliver, whether under corporate seal of Crystal or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments, and to do or cause to be done all such other acts and things, as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including (a) all actions required to be taken by or on behalf of Crystal, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Crystal; such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

Omnibus Equity Incentive Plan Resolution

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. The omnibus equity compensation incentive plan of the Resulting Issuer (being the Corporation following the completion of the Arrangement), the full text of which is attached as Appendix "E" – *"Equity Incentive Compensation Plan"* to the Information Circular (the "**Resulting Issuer Equity Incentive Compensation Plan**"), is hereby authorized, approved and adopted, concurrently with, and conditional upon, the closing of the Arrangement.

2. The number of Resulting Issuer Shares reserved for issuance under the Resulting Issuer Equity Incentive Compensation Plan and all other security-based compensation arrangements of the Resulting Issuer will be no more than ten percent (10%) of the Resulting Issuer's issued and outstanding share capital from time to time.

3. The Resulting Issuer is hereby authorized and directed to issue such Resulting Issuer Shares pursuant to the Resulting Issuer Equity Incentive Compensation Plan as fully paid and non-assessable Resulting Issuer Shares.

4. The board of directors of the Resulting Issuer is hereby authorized and empowered to make any changes to the Resulting Issuer Equity Incentive Compensation Plan as may be required by the TSX Venture Exchange.

5. Any one director or officer of the Resulting Issuer is hereby authorized and directed for and on behalf of the Resulting Issuer to execute or cause to be executed, under the corporate seal of the Resulting Issuer or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

Director Election Resolutions

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. Subject to paragraph 2 of this Director Election Resolution, the number of directors be set at four (4), and the election of each of Herbert Scruggs, Daniel Basse, De Lyle Bloomquist, and Robert Curtis as directors of the Corporation, to hold office effective from the date of the Meeting until the earlier of (i) the closing of the Arrangement or (ii) if the Arrangement does not close, until the next annual meeting of the shareholders, or until their successors are duly elected or appointed, is hereby approved.

2. Concurrently with, and conditional upon, the closing of the Arrangement:

   (a) the number of directors of the Resulting Issuer be set at six (6); and

   (b) the election of (i) Mr. Marceau Schlumberger, as Chair of the board of directors of the Resulting Issuer, (ii) Mr. Darcy Marud, (iii) Mr. John Rogers, (iv) Mr. Brian Kennedy, (v) Mr. Nicolas Schlumberger, and (vi) Mr. Gerard Munera, as directors of the Resulting Issuer, to hold office effective from the Closing until the next annual general meeting of the shareholders, or until their successors are duly elected or appointed,

   is hereby approved.

Auditor Resolution

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. Subject to paragraph 2 of this Auditor Resolution, the appointment of PricewaterhouseCoopers LLP, as auditor of Crystal Peak to hold office until the earlier of:

   (a) the next annual meeting of shareholders of Crystal Peak; or

   (b) 12:01 a.m. (Pacific Time) on the first day following the date on which the Arrangement is effective (the "**Auditor Change Time**"),

   is hereby approved.

2. If the Arrangement is completed, the appointment of MNP LLP, as auditor of the Resulting Issuer, to hold office from the Auditor Change Time until the next annual meeting of shareholders of the Resulting Issuer is hereby approved.

3. The board of directors of the Corporation is hereby authorized to fix the remuneration of the auditor so appointed.

Financing Resolution

BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. The issuance of an aggregate of 2,248,936 subscription receipts ("**Subscription Receipts**") of Crystal Peak Minerals Inc. ("**Crystal Peak**") on October 13, 2021, for aggregate gross proceeds of C$5,959,680, at a price of C$2.65 per Subscription Receipt, which is below C$7.27, being the market price of the Crystal Peak Shares, as determined by Policy 4.1 of the TSX Venture Exchange, be and is hereby confirmed, ratified and approved in all respects. Each Subscription Receipt shall entitle the holder thereof to receive, upon satisfaction of the escrow release conditions (as specified in the subscription receipt agreement governing the Subscription Receipts) and without the payment of any additional consideration, one unit of Crystal Peak (each, a "**Unit**"), with each Financing Unit comprised of one (1) post-Consolidation Crystal Peak Share (as defined in the management information circular of the Corporation dated November 12, 2021 (the "**Information Circular**")), and one (1) share purchase warrant of Crystal Peak (each, a "**Warrant**"), with each Warrant entitling the holder thereof to acquire one additional post-Consolidation Crystal Peak Share, at an exercise price of C$3.975 per share at any time prior to 5:00 p.m. (Toronto time) on October 13, 2023.

2. Any director or officer of Crystal Peak be and is hereby authorized for and on behalf of Crystal Peak to execute and deliver all documents and instruments and to take such other actions as such director or officer may determine to be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents or instruments and the taking of any such actions.

3. All actions taken prior to the adoption of these resolutions by any director or officer of Crystal Peak in connection with the matters referred to herein that would have been within the authority conferred hereby had the resolutions predated such actions be and are hereby confirmed, ratified and approved in all respects.

APPENDIX "B"
PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT UNDER PART 9, DIVISION 5
OF THE *BUSINESS CORPORATIONS ACT* (British Columbia)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Continuance Resolution**" means the special resolution of the Crystal Shareholders approving the Continuance and the adoption of the notice of articles and articles in substitution for the existing articles and by-laws of Crystal, effective upon the Continuance, substantially in the form set out in Schedule "B" to the Arrangement Agreement;

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

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

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

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

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

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

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

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

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

"**Crystal RSU Plan**" means the restricted share unit plan of Crystal, as amended, amended and restated or supplemented from time to time, and as approved by the Crystal Shareholders and described in the most recent management information circular of Crystal filed on SEDAR;

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

"**Crystal Shareholder**" means a holder of Crystal Shares;

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

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

"**Crystal Stock Option Plan**" means the stock option plan of Crystal, as amended, amended and restated or supplemented from time to time, and as approved by the Crystal Shareholders and described in the most recent management information circular of Crystal filed on SEDAR;

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

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

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

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

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

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

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

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

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

"**Final Order**" means the final order of the Court pursuant to Section 291 the BCBCA, in form acceptable to Western and Crystal, each acting reasonably, approving the Arrangement, as such order may be amended at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

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

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

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

"**Governmental Entity**" means: (i) any supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing; (ii) any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court; and (iii) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies;

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

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

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

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

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

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

"**Laws**" means any laws, including, without limitation, supranational, national, provincial, state, municipal and local civil, commercial, banking, tax, personal and real property, security, mining, environmental, water, energy, investment, property ownership, land use and zoning, sanitary, occupational health and safety laws, treaties, statutes, ordinances, judgments, decrees, injunctions, writs, certificates and orders, by- laws, rules, regulations, ordinances, protocols, codes, guidelines, policies, notices, directions or other requirements of any Governmental Entity;

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

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

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

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

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

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

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

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

"**Person**" means an individual, partnership, association, body corporate, joint venture, business organization, trustee, executor, administrative legal representative, Governmental Entity or any other entity, whether or not having legal status;

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

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

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

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

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

"**Resulting Issuer Agnico Warrants**" means the Post-Consolidation Crystal Share purchase warrants issued to Agnico Eagle (USA) Limited pursuant to Section 2.3(h)(xii), each of which entitles the holder to purchase, for a period of 12 months following the Effective Date, one Post-Consolidation Crystal Share at a price of US$2.65 per Post-Consolidation Crystal Share;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Western Parentco Warrants**" means 748,668 Western Parentco share purchase warrants issued by Western Parentco to Agnico Eagle (USA) Limited pursuant to the Western Reorganization, each of which entitles the holder to purchase one Western Parentco Share at a price of US$2.65 per Western Parentco Share on or prior to March 15, 2023; and

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

Section 1.2 Interpretation Not Affected By Headings.

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

Section 1.3 References to Articles, Sections, etc.

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

Section 1.4 Number, Gender and Persons.

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular only shall include the plural and *vice versa*, words importing the use of either gender shall include both genders and neuter, and the word Person and all words importing Persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any Governmental Entity, political subdivision or instrumentality thereof) and any other entity of any kind or nature whatsoever.

Section 1.5 Date for Any Action.

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

Section 1.6 Statutory References.

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

Section 1.7 Currency.

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

ARTICLE 2
ARRANGEMENT AGREEMENT

Section 2.1 Arrangement Agreement.

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

Section 2.2 Preliminary Steps to the Arrangement.

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

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

(ii) the Western Reorganization shall have been completed;

(iii) the Continuance shall have been completed;

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

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

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

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

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

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

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

Section 2.3 Arrangement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) all of the Crystal Shares issued and outstanding immediately prior to the effective time of the consolidation contemplated by this Section 2.3(f) (including, for the avoidance of doubt, Crystal Shares issued pursuant to Section 2.3(e), but excluding any Crystal Shares in respect of which a Crystal Shareholder has validly exercised Arrangement Dissent Rights under Section 2.3(d)) shall be consolidated on the basis of three hundred and sixty-three point three (363.3) Pre-Consolidation Crystal Shares for one (1) Post-Consolidation Crystal Share (the "**Consolidation**"), provided that where the aggregate number of Post-Consolidation Crystal Shares that a Crystal Shareholder would otherwise be entitled to receive in accordance with the foregoing includes a fractional Post-Consolidation Crystal Share, then the aggregate number of Post-Consolidation Crystal Shares that such Crystal Shareholder shall be entitled to receive pursuant to this Section 2.3(f) shall instead be rounded down to the nearest whole number and any such fractional Post-Consolidation Crystal Share shall be cancelled without any payment thereon, and upon the Consolidation becoming effective each Crystal Shareholder shall be, and shall be deemed to be, the holder of, and shall be entered in the central securities register maintained by or on behalf of Crystal for the Crystal Shares as the holder of, that number of Post-Consolidation Crystal Shares that such Crystal Shareholder is entitled to in accordance with this Section 2.3(f);

(g) the Initial Western Parentco Share shall be, and shall be deemed to be, transferred by the Initial Western ParentCo Shareholder to Western ParentCo, free and clear of all Liens, claims or

encumbrances, for cancellation in exchange for the payment by Western Parentco to the Initial Western Parentco Shareholder of the Initial Western Parentco Share Subscription Price, and upon such transfer the name of the Initial Western Parentco Shareholder shall be removed from Western Parentco's central securities register with respect to the ownership of the Initial Western Parentco Share;

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

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

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

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

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

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

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

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

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

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

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

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

2.3(h)(xi) and shall be entered in Crystal's central securities register for the Post-Consolidation Crystal Shares as the legal and beneficial owner of such Post-Consolidation Crystal Share;

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

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

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

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

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

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

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

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

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

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

(i) Marceau Schlumberger;

(ii) Brian Kennedy;

(iii) Nicolas Schlumberger;

(iv) Gerard Munera;

(v) John Rogers; and

(vi) Darcy Marud.

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

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

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

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

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

Section 2.4 Post-Effective Time Procedures.

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

Section 2.5 Transfers Free and Clear

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

Section 2.6 Binding Effect.

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

Section 2.7 Effective Time of Arrangement Steps.

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

ARTICLE 3
DISSENT PROCEDURES

Section 3.1 Rights of Dissent.

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

Each Dissenting Shareholder who is:

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

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

Section 3.2 Recognition of Dissenting Holders

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

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

Section 3.3 Continuance Dissenting Shareholders.

(a) Nothing in this Plan of Arrangement or the transactions contemplated hereby shall affect, reduce or derogate from the rights of Continuance Dissenting Shareholders to be paid fair value by Crystal for their Crystal Shares or Non-Voting Crystal Shares under Section 193 of the YBCA in connection with the exercise of Continuance Dissent Rights. For greater certainty, a Continuance Dissenting Shareholder shall not be entitled to (i) exercise Arrangement Dissent Rights with respect to the

Arrangement, or (ii) participate in the Arrangement or otherwise receive any payment or consideration payable under the Arrangement that such holder would otherwise have been entitled to in respect of their Crystal Shares or Non-Voting Crystal Shares, as the case may be, had such holder not exercised their Continuance Dissent Rights in respect of such Crystal Shares or Non-Voting Crystal Shares.

ARTICLE 4
CERTIFICATES AND PAYMENTS

Section 4.1 Certificate Delivery and Registration

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

Section 4.2 Loss of Certificates

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

Section 4.3 Limitation and Proscription

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

Section 4.4 Withholding Rights

Notwithstanding any other provision of this Plan of Arrangement, Crystal or the Depositary, as applicable, shall be entitled to deduct and withhold from any amount payable to any Person hereunder (including any payments to Dissenting Shareholders, as applicable), such amounts as Crystal or the Depositary is entitled or required to deduct and withhold with respect to such payment under the Tax Act or any provision of provincial, state, local or foreign

tax law, in each case, as amended or succeeded and subject to the provisions of any applicable income tax treaty between Canada and the country where the Person is resident and to remit such deduction and withholding amounts to the appropriate Governmental Authority. For greater certainty, Crystal and the Depositary shall have the right to withhold and sell the necessary amount of Crystal Shares on behalf of any non-U.S. shareholders to satisfy applicable withholding under U.S. taxation laws. To the extent that amounts are so properly deducted and withheld, such deducted and withheld amounts shall be treated for all purposes as having been paid to the Person in respect of which such deduction and withholding was made, provided that such deducted and withheld amounts are actually remitted in accordance with applicable law to the appropriate Governmental Authority.

Section 4.5 Calculations

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

Section 4.6 Paramountcy.

From and after the Effective Time:

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

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

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

ARTICLE 5
AMENDMENTS

Section 5.1 Amendments to Plan of Arrangement.

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

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

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

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

Section 5.2 Termination

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

ARTICLE 6
FURTHER ASSURANCES

Section 6.1 Further Assurances

Each Party shall, from time to time, and at all times hereafter, at the request of the other of them, but without further consideration, do, or cause to be done, all such other acts and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as shall be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, this Plan of Arrangement.

APPENDIX "C"
CORPORATE GOVERNANCE DISCLOSURE OF CRYSTAL PEAK

FORM 58-101F2 – *CORPORATE GOVERNANCE DISCLOSURE (VENTURE ISSUERS)*

All capitalized terms used in this Appendix "C" – "Corporate Governance Disclosure of Crystal Peak" have the meanings set forth herein and, unless the context otherwise requires, should not be interpreted with reference to the "Glossary" in the Information Circular.

Item 1: Board of Directors

The board of directors (the "**Board**") of Crystal Peak Minerals Inc. (the "**Corporation**") supervises the Chief Executive Officer ("**CEO**") and the Chief Financial Officer ("**CFO**"). Both the CEO and CFO are required to act in accordance with the scope of authority provided to them by the Board.

Director	Independence
Herbert E. Scruggs	Yes
Daniel W. Basse	Yes
De Lyle W. Bloomquist	Yes
Robert Curtis	No

Item 2: Directorships

The following directors of the Corporation are also currently directors of the following reporting issuers:

Name of Director	Name of Reporting Issuer
Herbert E. Scruggs	Nil
Daniel W. Basse	Nil
De Lyle W. Bloomquist	Rayonier Advanced Materials (NYSE: RYAM); PDS Biotechnology Corporation (f/k/a Edge Therapeutics Inc. (NASDAQ: EDGE)); and, Gran Colombia Gold (TSX:GCM).
Robert Curtis	Nil

Item 3: Orientation and Continuing Education

While the Corporation does not have a formal orientation and training program, new Board members are provided with:

(a) Information respecting the functioning of the Board and its committees;

(b) Information respecting the nature and operation of the business of the Corporation;

(c) Access to recent, publicly-filed documents of the Corporation, technical reports, and the Corporation's internal financial information;

(d) Access to management and technical experts and consultants; and

(e) A summary of significant corporate and securities responsibilities.

New directors of the Corporation are provided with insight from other Board members and management regarding the contribution that they are expected to make to the Board in terms of both time and resource commitments.

Board members are encouraged to communicate with management, auditors, technical experts, and consultants to keep themselves current with industry trends and developments as well as with changes in legislation; and to attend related industry seminars and to visit the Corporation's offices and operations, to ensure that each member of the Board maintains the skill and knowledge necessary to meet their obligations as directors.

Item 4: Ethical Business Conduct

All directors of the Corporation have an obligation to perform their duties and assume their responsibilities in the best interests of the Corporation. The Corporation expects all of its directors to comply with the laws and regulations governing its conduct and further is committed to promoting integrity and maintaining the highest standard of ethical conduct in all of its activities. The Board views good corporate governance as an integral component to the success of the Corporation and to meet responsibilities to Crystal Peak Shareholders.

It is a requirement of applicable corporate law that directors and senior officers who have an interest in a transaction or agreement with the Corporation promptly disclose that interest at any meeting of the Board at which the transaction or agreement will be discussed and, in the case of directors, abstain from discussions and voting in respect to same if the interest is material. These requirements are made clear to all directors and senior officers of the Corporation.

Item 5: Nomination Of Directors

The Corporation does not have a stand-alone nomination committee. The full Board has the responsibility to identify potential Board candidates. Representatives of the mining industry are also consulted for possible candidates. The Board monitors and assesses the mix of skills and competencies required in order for the Board to fulfil its role effectively. In addition, the Board discusses with each individual Board member his intention to continue to serve as a Board member in order to plan and prepare for succession at the Board level in a seamless manner.

The Corporation entered into a relationship agreement with EMR on May 29, 2015, whereby the Corporation agreed that EMR may nominate individuals to the Board in accordance with EMR's equity and voting interest in the Corporation. Based on EMR's ownership interest in the Corporation, it is entitled to five nominees for election at the Meeting in light of the reduced number of directors as required by the relationship agreement.

Item 6: Compensation

The Corporation has established a Compensation Committee that is responsible for determining compensation matters for the Corporation. The Compensation Committee is set up to ensure that compensation is competitive within the industry and aligns the interests of directors and executives with those of the Corporation. Please see *"Compensation Committee"* below for additional details with respect to the Compensation Committee.

Item 7: Other Board Committees

The Corporation has four standing committees: the Audit Committee, the Compensation Committee, the Finance Committee, and the Technical Advisory Committee.

The Board has established these committees to assist it in fulfilling its mandate and to satisfy various regulatory obligations. The Board oversees the operations of the Audit Committee, the Compensation Committee, the Finance Committee, and the Technical Advisory Committee, the appointment of its members, their compensation, and their conduct.

Audit Committee

The overall purpose of the Audit Committee is to assist the Board in its oversight of the integrity of the Corporation's financial statements and other relevant public disclosures, the Corporation's compliance with legal and regulatory requirements relating to financial reporting, the external auditors' qualifications and independence, and the performance of the internal audit function and the external auditors.

Charter and Composition of the Audit Committee

The text of the Audit Committee's Charter may be found in Appendix "D" – Audit *Committee Charter For Crystal Peak* of this Information Circular. The members of the Audit Committee are Messrs. Bloomquist (Chair), Basse and Curtis. A majority of the members are independent directors in accordance with National Instrument 52-110 – Audit Committees ("**NI 52-110**") and all are "financially literate" within the meaning of Section 1.6 of NI 52-110, as a result of their prior financial experience in a management capacity or as a member of an audit committee of public companies or as a certified accountant performing audit services.

The Audit Committee held four (4) meetings during the financial year ended December 31, 2020. The members of the Audit Committee and their attendance are set forth below.

Audit Committee			
Name of Director	**Independent[(1)]**	**Financially Literate[(2)]**	**Meeting Attendance**
Daniel Basse	Yes	Yes	4/4
De Lyle Bloomquist[(3)]	Yes	Yes	3/4
Robert Curtis	No	Yes	1/4

Notes:

(1) To be considered independent, a member of the Board must not have any direct or indirect "material relationship" with the Corporation. A material relationship is a relationship that could, in the view of the Board, be reasonably expected to interfere with the exercise of a member's independent judgment.
(2) To be considered financially literate, a member of the Committee must have the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation's financial statements.
(3) Mr. Bloomquist is the current Chair of the Audit Committee.

Relevant Education and Experience

Set out below is a general description of the education and experience of each current Audit Committee member that is relevant to the performance of his responsibilities as an Audit Committee member, as set out in National Instrument Form 52-110F2:

> **De Lyle Bloomquist** – Mr. Bloomquist holds an MBA from the Tepper School of Business, Carnegie Mellon University and a B.S. General Management from Brigham Young University. Mr. Bloomquist was formerly the President of Global Chemicals Business at Tata Chemicals Limited. He was a Divisional CFO of General Chemical Corporation and was a member of the audit committee for Tata Chemicals Magadi, Tata Chemicals North America, and American Natural Soda Ash Corporation. Mr. Bloomquist was also a member of Oglebay Norton Company's compensation committee from February 2005 to November 2007.
>
> **Daniel W. Basse** – Mr. Basse holds a Bachelor of Science in Agricultural Economics from the University of Wisconsin, Madison. Mr. Basse is President of AgResource Company, an international agricultural research

firm located in Chicago, that forecasts domestic and world agricultural price trends. Mr. Basse is an agricultural economist and has been in the commodity business since 1979. He has worked with Professional Farmers of America, Brock Associates, and the agriculture research division of GNP Commodities in Chicago.

Robert Curtis – Mr. Curtis graduated from the School of Mines at the University of Ballarat with a Bachelor of Applied Science (Geology) with First Class Honours and was a winner of the Australian Institute of Mines and Metallurgy Scholarship. His transactional experience includes execution of investments in Sandfire Resources, IMX Resources, Toro Energy, Beadell Resources, Royalco Resources, Minotaur Resources, Golden Grove, Martabe, and many others. Mr. Curtis was also involved in a number of successful investment exits including Sepon, Wafi, and Hidden Valley.

Audit Committee Oversight

At no time since the commencement of the Corporation's financial year ended December 31, 2020 was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board. The Board has adopted the recommendation of the Audit Committee on the compensation of the external auditor.

Reliance on Certain Exemptions

Since the commencement of its most recently completed financial year, the Corporation has not relied on any exemptions under NI 52-110. However, the Corporation is not required to comply with Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110 given that it is a venture issuer as defined in NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described in the Audit Committee's charter.

Report on External Auditor Service Fees

The audit for the financial year ended December 31, 2020 was conducted by PricewaterhouseCoopers LLP. The Corporation paid or accrued the following fees in the most recently completed financial year and the previous financial year:

Fees	Year Ended December 31, 2020 (C$)	Year Ended December 31, 2019 (C$)
Audit Fees[(1)]	80,000	97,250
Audit-Related Fees[(2)]	Nil	Nil
Tax Fees[(3)]	25,680	31,500
All Other Fees[(4)]	Nil	Nil
Total fees	105,680	128,750

Notes:

(1) Audit Fees consist of fees paid or accrued for the annual audit of the Corporation's financial statements or services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements. They also include fees billed for other audit services, which are those services that only the external auditor reasonably can provide, and include the provision of comfort letters and consents, the consultation concerning financial accounting and reporting of specific issues and the review of documents filed with regulatory authorities.

(2) Audit-Related Fees consist of fees paid or accrued for assurance and related services that are reasonably related to the performance of the audit or review of the Corporation's financial statements or that are traditionally performed by the external auditor, and include consultations concerning financial accounting and reporting standards.

(3) Tax Fees include fees paid or accrued for tax compliance services, including the preparation of original and amended tax returns and claims for refund; tax consultations, such as assistance and representation in connection with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from taxing authorities; tax planning services; and consultation and planning services.
(4) All Other Fees include fees paid for products and services provided by the Corporation's external auditor other than the services reported under Audit Fees, Audit-Related Fees, and Tax Fees, all as more particularly described in notes (1) to (3) of this table.

Compensation Committee

The Corporation established a Compensation Committee on May 12, 2011 to ensure that the Corporation has a compensation program that is both motivational and competitive while meeting the objectives of the Corporation. The Corporation has adopted a charter for the Compensation Committee. The charter provides that the primary function of the Compensation Committee is to assist the Board in fulfilling its oversight responsibilities by:

(a) Reviewing, approving, and recommending to the Board salary, bonus, and other benefits direct or indirect, and any change of control packages of the Chief Executive Officer and other members of the senior management team;

(b) Administering the Corporation's compensation plans, including the Stock Option Plan and RSU Plan, and other such compensation plans or structures as are adopted by the Corporation from time to time; and

(c) Reviewing trends in employment benefits and periodically review and adjust the Corporation's policies in the area of management benefits and perquisites.

The Compensation Committee held one (1) meeting during the financial year ended December 31, 2020. The members of the Compensation Committee and their attendance are set forth below.

Compensation Committee

Name of Director	Independent[(1)]	Meeting Attendance
Daniel Basse[(2)]	Yes	1/1
De Lyle Bloomquist	Yes	1/1

Notes:

(1) To be considered independent, a member of the Board must not have any direct or indirect "material relationship" with the Corporation. A material relationship is a relationship that could, in the view of the Board, be reasonably expected to interfere with the exercise of a member's independent judgment.
(2) Mr. Basse is the Chair of the Compensation Committee.

Relevant Education and Experience

Set out below is a general description of the education and experience of each Compensation Committee member relevant to each individual's performance as a member of the Compensation Committee:

Daniel Basse – Mr. Basse holds a Bachelor of Science in Agricultural Economics from the University of Wisconsin, Madison. Mr. Basse is the current President of AgResource Company, a company which forecasts agricultural trends. He has worked with Professional Farmers of America, Brock Associates, and the agriculture research division of GNP Commodities in Chicago. His professional experience in forecasting coupled with an undergraduate economics degree from the University of Wisconsin, Madison are valuable assets for aligning the Corporation's best interests with long-term shareholder value.

De Lyle Bloomquist – Mr. Bloomquist holds an MBA from the Tepper School of Business, Carnegie Mellon University and a B.S. General Management from Brigham Young University. Mr. Bloomquist was formerly the President of Global Chemicals Business at Tata Chemicals Limited. He was a Divisional CFO of General Chemical Corporation and was a member of the audit committee for Tata Chemicals Magadi, Tata Chemicals

North America, and American Natural Soda Ash Corporation. Mr. Bloomquist was also a member of Oglebay Norton Company's compensation committee from February 2005 to November 2007.

Finance Committee

The Finance Committee is composed of Messrs. Scruggs (Chair), Bloomquist and Curtis. The purpose of the Finance Committee is to assist the Board in the oversight of the Corporation's capital structure, strategic financial planning, fundraising, investments, and other financial matters. Pursuant to the terms of the relationship agreement with EMR, the Finance Committee is also mandated with developing and maintaining a financing plan for the Corporation's Sevier Playa project. The Finance Committee held no meetings (0) during the financial year ended December 31, 2020.

The members of the Finance Committee and their attendance are set forth below.

Finance Committee		
Name of Director	**Independent[(1)]**	**Meeting Attendance**
Herbert Scruggs[(2)]	Yes	0/0
De Lyle Bloomquist[(3)]	Yes	0/0
Robert Curtis	No	0/0

Notes:

(1) To be considered independent, a member of the Board must not have any direct or indirect "material relationship" with the Corporation. A material relationship is a relationship that could, in the view of the Board, be reasonably expected to interfere with the exercise of a member's independent judgment.
(2) Mr. Scruggs is the Chair of the Finance Committee.

Technical Advisory Committee

The Technical Advisory Committee is composed of Messrs. Bloomquist (Chair), Basse, and Curtis. The purpose of the Technical Advisory Committee is to assist the Board by providing oversight and support in the analysis of technical data. Further, the Technical Advisory Committee is tasked to monitor the implementation and management of technical procedures relating to the execution of the Board's business plan. In particular, it will review and monitor technical data regarding the Corporation's resources and other technical issues.

The Technical Advisory Committee will engage with management in reviewing work that supports the Corporation's feasibility studies and the development of its potash and other resources; reviewing corporate and operational policies regarding the development of the Corporation's mining operations; and, ensuring that the Corporation's directors are informed about their duties and responsibilities as it relates to the technical operations of the business.

The Technical Advisory Committee will review and monitor other management activities to ensure that the necessary resources are allocated properly and to address risks and opportunities.

Pursuant to the terms of the relationship agreement with EMR, the Technical Advisory Committee is also mandated with approving the annual project operating and capital expenditure budgets and with reviewing material changes to such budgets in respect of the Corporation's Sevier Playa project.

The Technical Advisory Committee held no meetings (0) during the financial year ended December 31, 2020. Further details on the Technical Advisory Committee are set out below:

Technical Advisory Committee		
Name of Director	**Independent[(1)]**	**Meeting Attendance**
Daniel Basse	Yes	0/0
De Lyle Bloomquist[(2)]	Yes	0/0
Robert Curtis	No	0/0

Notes:

(1) To be considered independent, a member of the Board must not have any direct or indirect "material relationship" with the Corporation. A material relationship is a relationship that could, in the view of the Board, be reasonably expected to interfere with the exercise of a member's independent judgment.
(2) Mr. Bloomquist is the Chair of the Technical Advisory Committee.

Item 8: Assessments

The Board monitors the adequacy of information given to directors, the communication between the Board and management, and the strategic direction and processes of the Board and its Committees to satisfy itself that the Board, its Committees, and individual directors are performing effectively. As part of their review, the Board may review the Committees' respective mandates/charters and applicable corporate policies.

APPENDIX "D"
AUDIT COMMITTEE CHARTER FOR CRYSTAL PEAK

All capitalized terms used in this Appendix "D" – "Audit Committee Charter For Crystal Peak" have the meanings set forth herein and, unless the context otherwise requires, should not be interpreted with reference to the "Glossary" in the Information Circular.

1. Purpose of the Audit Committee

    1.1. The Audit Committee is a committee of the Board of Directors (in aggregate, the Board; or individually Director or Directors) of Crystal Peak Minerals Inc. (the Company).

    1.2. The primary functions of the Audit Committee (Committee) are to assist the Board in its oversight of the Company's financial statements and other relevant public disclosures; to ensure the Company's compliance with legal, financial, and regulatory requirements relating to financial reporting; to perform a review of the qualifications and independence of external auditors; to evaluate the performance of the external auditors; and to evaluate internal audit and control functions.

2. Composition

    2.1. The Committee shall consist of at least three Directors.

    2.2. The Board shall appoint the chair of the Committee (the Chair) as well as the members of the Committee (the Members) after the annual general meeting of shareholders of the Company each year.

    2.3. The Members shall be appointed to hold office until the next annual general meeting of shareholders of the Company, or until their successors are duly appointed.

    2.4. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee.

    2.5. A Member may resign at any time and a Member will cease to be a Member upon ceasing to be a Director.

    2.6. All Members must generally possess the skills or experience relevant to the mandate of the Committee and shall have a general familiarity with accounting, finance, debt, and equity.

    2.7. A majority of the Members must be financially literate. A financially literate Director is one who has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

    2.8. A majority of the Members shall be independent. An independent Director is one who has no direct or indirect material relationship with the Company. A material relationship is a relationship which, in the view of the Board, could be reasonably expected to interfere with the exercise of the Director's independent judgement or a relationship deemed to be a material relationship pursuant to Sections 1.4 and 1.5 of National Instrument 52-110 — Committees (NI 52-110).

3. Meetings

    3.1. The Committee shall meet once quarterly, or more frequently as circumstances require.

3.2. In order to properly constitute a meeting, not less than forty-eight (48) hours advance notice of each meeting shall be given to each Member before the time when the meeting is to be held. Notice may be given orally, by telephone, by facsimile, via email, or by electronic calendar invitation.

3.3. The notice of a meeting need not specify the purpose of, or the business to be transacted at, the meeting.

3.4. If all Members are present at a meeting and waive notice, or if those absent from the meeting waive notice either before or after a meeting, then that meeting shall be deemed properly constituted.

3.5. A Member who desires to waive notice after a meeting may review the draft meeting minutes prior to deciding to waive notice.

3.6. Members may attend meetings either in person or by teleconference. If Members attend via teleconference, the Chair will call roll to establish that a quorum of the Members is present in person or telephonically, and shall confirm that each Member is able to communicate simultaneously and instantaneously.

3.7. A quorum for the transaction of business at any meeting shall be a majority of the Members, or such greater number as the Committee shall by resolution determine.

3.8. Each Member shall have one vote. Decisions of the Committee shall be made by an affirmative vote of the majority.

3.9. Powers of the Committee may be exercised by a written resolution signed by all Members.

3.10. If present, the Chair will act as the chair of Committee meetings. If the Chair is not present, the Members may select one of their number to act as the chair of that meeting by majority vote of the quorum of Members present at that meeting.

3.11. The Chair shall have a deciding or casting vote in the case of an equality of votes. If the Members have designated a Committee chair for a meeting, that chair shall not have a deciding or casting vote in the case of an equality of votes.

3.12. Upon request, and in advance of regular meetings of the Committee, management shall distribute to the Members, as well as to others, as deemed appropriate by the Chair, an agendum of matters to be addressed at the meeting together with all materials requested by the Committee and any appropriate briefing materials.

3.13. The Committee may invite external auditors, management, or any persons it sees fit to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee, or to provide information as necessary.

4. Responsibilities and Duties

4.1. Responsibilities and duties of the Committee include:

(a) Appointment of External Auditors – The external auditors are the independent representatives of and accountable to the shareholders of the Company.

The Committee shall nominate the external auditors for appointment. The external auditors shall be ratified by the Board and appointed by the shareholders of the Company each year at the annual general meeting of shareholders.

(b) Establishing the Relationship with External Auditors – The Committee will have direct access to the external auditors at all times. The external auditors shall report directly to the Committee.

The Committee shall direct the actions of the external auditors and shall ensure that management cooperates fully with the external auditors in the course of carrying out their professional duties.

The Committee shall ensure that the external auditors are able to complete their audit procedures and reviews with professional independence and free from any undue interference from management or Directors.

Under commercially reasonable circumstances, the Committee may meet with the external auditors independently and with management of the Company not present at any time of their choosing.

The Committee shall ensure that the external auditors are directed to respond to all enquiries from the Committee in a thorough and timely fashion, without necessarily reporting these enquiries or actions to the Board or to management of the Company.

(c) Evaluating Auditors – The Committee shall review the performance of the external auditors on at least an annual basis and notify the Directors and the external auditors in writing of any concerns in regards to the performance of the external auditors, or the accounting or auditing methods, procedures, standards, or principles applied by the external auditors; or any other accounting or auditing issues which come to the attention of the Committee.

(d) Establishing Remuneration of the Auditors – The Committee must recommend to the Board of Directors the compensation of the external auditor.

The remuneration of the external auditors will be determined by the Board upon the annual authorization of the shareholders at each annual meeting of the shareholders.

The remuneration of the external auditors will be determined based on the time required to complete the audit and preparation of the audited financial statements and the difficulty of the audit and performance of the standard auditing procedures under generally accepted auditing standards and International Financial Reporting Standards (IFRS) of Canada.

(e) Determining and Approving Non-Audit Services – The external auditors are prohibited at all times from carrying out any of the following services while functioning as the external auditors of the Company:

(A) acting as an agent of the Company for the sale of all or substantially all of the undertaking of the Company; and

(B) performing any non-audit consulting work for any Director or senior officer of the Company in their personal capacity, but not as a Director, officer or insider of any other entity not associated or related to the Company.

The external auditors are prohibited from providing any non-audit services to the Company without the express written consent of the Committee.

In determining whether the external auditors will be granted permission to provide non-audit services to the Company, the Committee must consider that the benefits to the Company from the provision of such services outweighs the risk of any compromise to, or loss of, the independence of the external auditors in carrying out their auditing mandate.

(f) Funding of Auditing and Consulting Services – Auditing expenses will be funded by the Company. The auditors must not perform any other consulting services for the Company, which could impair or interfere with their role as the independent auditors of the Company.

(g) Termination of the Auditors – The Committee has the power to terminate the services of the external auditors, with or without the approval of the Board of Directors, if the Committee reasonably deems such termination necessary.

The Committee must notify the Board prior to, or concurrently with, notifying the external auditors.

(h) Oversight of Internal Controls for The Company – The Committee will have the oversight responsibility for ensuring that the internal controls are implemented and monitored and that such internal controls are effective.

At this time, due to the Company's size and limited financial resources, the Chief Financial Officer of the Company, under the direction of the Committee, shall be responsible for implementing internal controls and performing the role as the internal auditor to ensure that such controls are adequate and enforced.

(i) Continuous Disclosure Requirements – At this time, due to the Company's size and limited financial resources, the Chief Financial Officer of the Company, under the direction of the Committee, shall be responsible for ensuring that the Company's continuous reporting requirements are met and in compliance with applicable regulatory requirements.

5. Independent Advisers

5.1. The Committee shall have the power to retain legal, accounting, or other advisors to assist the Committee.

6. Reporting

6.1. If requested by the Board chair, the Chair will report to the Board on the Committee's activities since the last Board meeting. Upon request by the Board chair, the secretary for any meeting of the Committee will circulate the minutes for that meeting to the Board.

7. Access to Information

7.1. The Committee shall be granted unrestricted access to all corporate financial information as well as to all Directors, officers, employees, consultants, and contractors.

7.2. Following commercially responsible guidelines, the Committee has the authority to retain, at the Company's expense, independent legal, financial, and other advisors as well as other consultants and experts to assist the Committee in fulfilling its duties and responsibilities.

8. Annual Review

8.1. The Committee shall review and assess the adequacy of this Charter annually and recommend any proposed changes to the Board for consideration.

APPENDIX "E"
EQUITY INCENTIVE COMPENSATION PLAN

WESTERN EXPLORATION INC.
OMNIBUS EQUITY INCENTIVE COMPENSATION PLAN

TABLE OF CONTENTS

ARTICLE 1 ESTABLISHMENT, PURPOSE AND DURATION 3

1.1 Establishment of the Plan 3
1.2 Purpose of the Plan 3
1.3 Duration of the Plan 3

ARTICLE 2 DEFINITIONS 3

ARTICLE 3 ADMINISTRATION 8

3.1 General 8
3.2 Authority of the Committee 8
3.3 Delegation 8

ARTICLE 4 SHARES SUBJECT TO THE PLAN AND MAXIMUM AWARDS 8

4.1 Number of Shares Available for Awards 8
4.2 Adjustments in Authorized Shares 9

ARTICLE 5 ELIGIBILITY AND PARTICIPATION 10

5.1 Eligibility 10
5.2 Actual Participation 10

ARTICLE 6 STOCK OPTIONS 10

6.1 Grant of Options 10
6.2 Award Agreement 10
6.3 Option Price 10
6.4 Duration of Options 10
6.5 Exercise of Options 11
6.6 Payment 11
6.7 Restrictions on Share Transferability 11
6.8 Death, Retirement and Termination of Employment 11
6.9 Nontransferability of Options 13

ARTICLE 7 RESTRICTED SHARE AND RESTRICTED SHARE UNITS 13

7.1 Grant of Restricted Shares or Restricted Share Units 13
7.2 Restricted Share or Restricted Share Unit Agreement 13
7.3 Nontransferability of Restricted Share and Restricted Share Units 13
7.4 Other Restrictions 13
7.5 Certificate Legend 14
7.6 Voting Rights 14
7.7 Dividends and Other Distributions 14
7.8 Death, Retirement and other Termination of Employment 14
7.9 Payment in Settlement of Restricted Share Units 16

ARTICLE 8 DEFERRED SHARE UNITS 16

8.1 Grant of Deferred Share Units 16
8.2 Deferred Share Unit Agreement 16
8.3 Nontransferability of Deferred Share Units 16
8.4 Termination of Employment, Consultancy or Directorship 16

ARTICLE 9 PERFORMANCE SHARES AND PERFORMANCE UNITS 17

9.1 Grant of Performance Shares and Performance Units 17
9.2 Value of Performance Shares and Performance Units 17
9.3 Earning of Performance Shares and Performance Units 17
9.4 Form and Timing of Payment of Performance Shares and Performance Units 17
9.5 Dividends and Other Distributions 17
9.6 Death and other Termination of Employment 17
9.7 Nontransferability of Performance Shares and Performance Units 19

ARTICLE 10 FULL VALUE SHARE-BASED AWARDS 19

10.1 Share-Based Awards 19
10.2 Termination of Employment 20
10.3 Nontransferability of Share-Based Awards 20

ARTICLE 11 BENEFICIARY DESIGNATION 20

11.1 Beneficiary 20
11.2 Discretion of the Committee 20

ARTICLE 12 RIGHTS OF PERSONS ELIGIBLE TO PARTICIPATE 20

12.1 Employment 20
12.2 Participation 21
12.3 Rights as a Shareholder 21

ARTICLE 13 CHANGE OF CONTROL 21

13.1 Accelerated Vesting and Payment 21
13.2 Alternative Awards 21

ARTICLE 14 AMENDMENT, MODIFICATION, SUSPENSION AND TERMINATION 22

14.1 Amendment, Modification, Suspension and Termination 22
14.2 Adjustment of Awards Upon the Occurrence of Unusual or Nonrecurring Events 22
14.3 Awards Previously Granted 23

ARTICLE 15 WITHHOLDING 23

15.1 Withholding 23
15.2 Acknowledgement 23

ARTICLE 16 SUCCESSORS 23

ARTICLE 17 GENERAL PROVISIONS 23

17.1 Forfeiture Events 23
17.2 Legend 24
17.3 Delivery of Title 24
17.4 Investment Representations 24
17.5 Uncertificated Shares 24
17.6 Unfunded Plan 24
17.7 No Fractional Shares 25
17.8 Other Compensation and Benefit Plans 25
17.9 No Constraint on Corporate Action 25
17.10 Compliance with Canadian Securities Laws 25

ARTICLE 18 LEGAL CONSTRUCTION 25

18.1 Gender and Number 25
18.2 Severability 25
18.3 Requirements of Law 25
18.4 Governing Law 26
18.5 Compliance with Section 409A of the Code 26

ARTICLE 1
ESTABLISHMENT, PURPOSE AND DURATION

1.1 Establishment of the Plan

Western Exploration Inc., a corporation existing under the laws of the Province of British Columbia (the "**Corporation**"), hereby establishes an incentive compensation plan to be known as the Resulting Issuer Equity Incentive Compensation Plan (the "**Plan**"). The Plan permits the grant of Options, Restricted Shares, Restricted Share Units, Deferred Share Units, Performance Shares, Performance Units and Share-Based Awards. Following required approvals by the Shareholders and the Exchange, the Plan shall be adopted and become effective on the date approved by the Board (the "**Effective Date**").

1.2 Purpose of the Plan

The purposes of the Plan are: (i) to promote a significant alignment between officers and employees of the Corporation and its Affiliates (as defined below) and the growth objectives of the Corporation; (ii) to associate a portion of participating employees' compensation with the performance of the Corporation over the long term; and (iii) to attract, motivate and retain the critical employees to drive the business success of the Corporation.

1.3 Duration of the Plan

The Plan shall commence as of the Effective Date, as described in Section 1.1 herein, and shall remain in effect until terminated by the Board (as defined below) pursuant to Article 14 hereof.

ARTICLE 2
DEFINITIONS

Whenever used in the Plan, the following terms shall have the respective meanings set forth below, unless the context clearly requires otherwise, and when such meaning is intended, such term shall be capitalized.

"**Affiliate**" means any corporation, partnership or other entity (i) in which the Corporation, directly or indirectly, has majority ownership interest or (ii) which the Corporation controls. For the purposes of this definition, the Corporation is deemed to "**control**" such corporation, partnership or other entity if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation, partnership or other entity, whether through the ownership of voting securities, by contract or otherwise, and includes a corporation which is considered to be a subsidiary for purposes of consolidation under International Financial Reporting Standards.

"**Award**" means, individually or collectively, a grant under this Plan of Options, Deferred Share Units, Restricted Shares, Restricted Share Units, Performance Shares, Performance Units or Share-Based Awards, in each case subject to the terms of this Plan.

"**Award Agreement**" means either (i) a written agreement entered into by the Corporation or an Affiliate of the Corporation and a Participant setting forth the terms and provisions applicable to Awards granted under this Plan; or (ii) a written statement issued by the Corporation or an Affiliate of the Corporation to a Participant describing the terms and provisions of such Award. All Award Agreements shall be deemed to incorporate the provisions of the Plan. An Award Agreement need not be identical to other Award Agreements either in form or substance.

"**Beneficial Ownership**" shall have the meaning ascribed thereto in Section 90 of the OSA.

"**Blackout Period**" means a period of time during which the Participant cannot sell Shares, due to applicable law or policies of the Corporation in respect of insider trading.

"**Board**" or "**Board of Directors**" means the Board of Directors of the Corporation.

"**Cause**" means any of:

(a) dishonesty of the Participant as it relates to the performance of his duties in the course of his employment by, or as an officer or director of, the Corporation or an Affiliate;

(b) fraud committed by the Participant;

(c) willful disclosure of confidential or private information regarding the Corporation or an Affiliate by the Participant;

(d) the Participant aiding a competitor of the Corporation or an Affiliate;

(e) misappropriation of a business opportunity of the Corporation or an Affiliate by the Participant;

(f) willful misconduct or gross negligence in the performance of the Participant's duties under his or her employment agreement;

(g) a breach by the Participant of a material provision of his or her employment agreement or the Code of Business Conduct and Ethics adopted by the Corporation from time to time;

(h) the willful and continued failure on the part of the Participant to substantially perform duties in the course of his employment by, or as an officer of, the Corporation or an Affiliate, unless such failure results from an incapacity due to mental or physical illness;

(i) willfully engaging in conduct that is demonstrably and materially injurious to the Corporation or an Affiliate, monetarily or otherwise; or

(j) any other act or omission by the Participant which would amount to just cause for termination at common law.

"**Change of Control**" shall occur if any of the following events occur:

(a) the acquisition, directly or indirectly and by any means whatsoever, by any person, or by a group of persons acting jointly or in concert, of beneficial ownership or control or direction over that number of Voting Securities which is greater than 50% of the total issued and outstanding Voting Securities immediately after such acquisition, unless such acquisition arose as a result of or pursuant to:

(i) an acquisition or redemption by the Corporation of Voting Securities which, by reducing the number of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by such person to 50% or more of the Voting Securities then outstanding;

(ii) acquisitions of Voting Securities which were made pursuant to a dividend reinvestment plan of the Corporation;

(iii) the receipt or exercise of rights issued by the Corporation to all the holders of Voting Securities to subscribe for or purchase Voting Securities or securities convertible into Voting Securities, provided that such rights are acquired directly from the Corporation and not from any other person;

(iv) a distribution by the Corporation of Voting Securities or securities convertible into Voting Securities for cash consideration made pursuant to a public offering or by way of a private placement by the Corporation ("**Exempt Acquisitions**");

(v) a stock-dividend, a stock split or other event pursuant to which such person receives or acquires Voting Securities or securities convertible into Voting Securities on the same *pro*

rata basis as all other holders of securities of the same class ("**Pro-Rata Acquisitions**"); or

(vi) the exercise of securities convertible into Voting Securities received by such person pursuant to an Exempt Acquisition or a Pro-Rata Acquisition ("**Convertible Security Acquisitions**");

provided, however, that if a person shall acquire 50% or more of the total issued and outstanding Voting Securities by reason of any one or a combination of (1) acquisitions or redemptions of Voting Shares by the Corporation, (2) Exempt Acquisitions, (3) Pro-Rata Acquisitions, or (4) Convertible Security Acquisitions and, after such share acquisitions or redemptions by the Corporation or Exempt Acquisitions or Pro-Rata Acquisitions or Convertible Security Acquisitions, acquires additional Voting Securities exceeding one per cent of the Voting Securities outstanding at the date of such acquisition other than pursuant to any one or a combination of Exempt Acquisitions, Convertible Security Acquisitions or Pro-Rata Acquisitions, then as of the date of such acquisitions such acquisition shall be deemed to be a "**Change of Control**";

(b) the replacement by way of election or appointment at any time of one-half or more of the total number of the then incumbent members of the Board of Directors, unless such election or appointment is approved by 50% or more of the Board of Directors in office immediately preceding such election or appointment in circumstances where such election or appointment is to be made other than as a result of a dissident public proxy solicitation, whether actual or threatened; and

(c) any transaction or series of transactions, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, whereby all or substantially all of the shares or assets of the Corporation become the property of any other person (the "**Successor Entity**"), (other than a subsidiary of the Corporation) unless:

(i) individuals who were holders of Voting Securities immediately prior to such transaction hold, as a result of such transaction, in the aggregate, more than 50% of the voting securities of the Successor Entity;

(ii) a majority of the members of the board of directors of the Successor Entity is comprised of individuals who were members of the Board of Directors immediately prior to such transaction; and

(iii) after such transaction, no person or group of persons acting jointly or in concert, holds more than 50% of the voting securities of the Successor Entity unless such person or group of persons held securities of the Corporation in the same proportion prior to such transaction.

"**Change of Control Price**" means (i) the highest price per Share offered in conjunction with any transaction resulting in a Change of Control (as determined in good faith by the Committee if any part of the offered price is payable other than in cash), or (ii) in the case of a Change of Control occurring solely by reason of a change in the composition of the Board, the highest Fair Market Value of the Shares on any of the thirty (30) trading days immediately preceding the date on which a Change of Control occurs, except if the relevant participant is subject to taxation under the ITA such Change of Control price shall be deemed to be a price determined by the Committee based on the closing price of a Share on the Exchange on the trading day preceding the Change of Control date or based on the volume weighted average trading price of the Shares on the TSXV for the five trading days immediately preceding the Change of Control date.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

"**Committee**" means the Board of Directors or if so delegated in whole or in part by the Board, the Compensation and Nominating Committee of the Board of Directors, or any other duly authorized committee of the Board appointed by the Board to administer the Plan.

"**Consultant**" means a Person that:

(i) is engaged to provide services to the Corporation or an Affiliate other than services provided in relation to a distribution of securities of the Corporation or an Affiliate;

(ii) provides the services under a written contract with the Corporation or an Affiliate; and

(iii) spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an Affiliate; provided that with respect to Consultants who are U.S. Persons, such Consultants shall be granted Awards under this Plan only if:

(A) they are natural persons;

(B) they provide *bona fide* services to the Corporation or its majority-owned subsidiaries; and

(C) such services are not in connection with the offer or sale of securities in a capital-raising transaction, and do not directly or indirectly promote or maintain a market for the Corporation's securities.

"**Corporation**" means Western Exploration Inc., a corporation incorporated under the laws of the Province of Ontario, and any successor thereto as provided in Article 16 herein.

"**Deferred Share Unit**" means an Award denominated in units that provides the holder thereof with a right to receive Shares upon settlement of the Award, granted under Article 8 herein and subject to the terms of this Plan.

"**Director**" means any individual who is a member of the Board of Directors or is a senior officer of the Corporation or any of the Corporation's subsidiaries.

"**Disability**" means the Participant's inability to substantially fulfil his or her duties on behalf of the Corporation or an Affiliate for a continuous period of six (6) months or more or the Participant's inability to substantially fulfil his or her duties on behalf of the Corporation or an Affiliate for an aggregate period of six (6) months or more during any consecutive twelve (12) month period; and if there is any disagreement between the Corporation or an Affiliate and the Participant as to the Participant's Disability or as to the date any such Disability began or ended, the same shall be determined by a physician mutually acceptable to the Corporation and the Participant whose determination shall be conclusive evidence of any such Disability and of the date any such Disability began or ended.

"**Dividend Equivalent**" means a right with respect to an Award to receive cash, Shares or other property equal in value and form to dividends declared by the Board and paid with respect to outstanding Shares. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement, and if specifically provided for in the Award Agreement shall be subject to such terms and conditions set forth in the Award Agreement as the Committee shall determine.

"**Employee**" means any employee of the Corporation or an Affiliate. Directors who are not otherwise employed by the Corporation or an Affiliate shall not be considered Employees under this Plan.

"**Fair Market Value**" or "**FMV**" means, unless otherwise required by any applicable provision of the Code or any regulations thereunder or by any applicable accounting standard for the Corporation's desired accounting for Awards or by the rules of the TSXV, a price that is determined by the Committee, provided that such price cannot be less than the greater of (i) the volume weighted average trading price of the Shares on the TSXV for the five trading days immediately prior to the grant date or (ii) the closing price of the Shares on the TSXV on the trading day immediately prior to the grant date.

"**Fiscal Year**" means the Corporation's fiscal year commencing on January 1 and ending on December 31 or such other fiscal year as approved by the Board.

"**Insider**" shall have the meaning ascribed thereto in Section 1(1) of the OSA.

"**ITA**" means the *Income Tax Act* (Canada).

"**Non-Employee Director**" means a Director who is not an Employee.

"**Notice Period**" means any period of contractual notice or reasonable notice that the Corporation or the Affiliate may be required at law, by contract or otherwise agrees to provide to a Participant upon termination of employment, whether or not the Corporation or Affiliate elects to pay severance in lieu of providing notice to the Participant, provided that where a Participant's employment contract provides for an increased severance or termination payment in the event of termination following a Change of Control, the Notice Period for the purposes of the Plan shall be the Notice Period under such contract applicable to a termination which does not follow a Change of Control.

"**Option**" means the conditional right to purchase Shares at a stated Option Price for a specified period of time subject to the terms of this Plan.

"**Option Price**" means the price at which a Share may be purchased by a Participant pursuant to an Option, as determined by the Committee.

"**OSA**" means the Securities Act (Ontario), as may be amended from time to time.

"**Participant**" means an Employee, Non-Employee Director or Consultant who has been selected to receive an Award, or who has an outstanding Award granted under the Plan.

"**Performance-Based Compensation**" means compensation under an Award that is granted in order to provide remuneration solely on account of the attainment of one or more Performance Goals under circumstances that satisfy the requirements of Section 162(m) of the Code.

"**Performance Goal**" means a performance criterion selected by the Committee for a given Award.

"**Performance Period**" means the period of time during which the assigned performance criteria must be met in order to determine the degree of payout and/or vesting with respect to an Award.

"**Performance Share**" means an Award granted under Article 9 herein and subject to the terms of this Plan, denominated in Shares, the value of which at the time it is payable is determined as a function of the extent to which corresponding performance criteria have been achieved.

"**Performance Share Unit**" means an Award granted under Article 9 herein and subject to the terms of this Plan, denominated in units, the value of which at the time it is payable is determined as a function of the extent to which corresponding performance criteria have been achieved.

"**Period of Restriction**" means the period when an Award of Restricted Share or Restricted Share Units is subject to forfeiture based on the passage of time, the achievement of performance criteria, and/or upon the occurrence of other events as determined by the Committee, in its discretion.

"**Person**" shall have the meaning ascribed thereto in Section 1(1) of the OSA.

"**Restricted Share**" means an Award of Shares subject to a Period of Restriction, granted under Article 7 herein and subject to the terms of this Plan.

"**Restricted Share Unit**" means an Award denominated in units subject to a Period of Restriction, with a right to receive Shares upon settlement of the Award, granted under Article 7 herein and subject to the terms of this Plan.

"**Retirement**" or "**Retire**" means a Participant's permanent withdrawal from employment or office with the Corporation or Affiliate on terms and conditions accepted and determined by the Board.

"**Share-Based Award**" means an equity-based or equity-related Award granted under Article 10 herein and subject to the terms of this Plan, and not otherwise described by the terms of this Plan.

"**Successor Entity**" has the meaning ascribed thereto under subsection (c) of the definition of Change of Control.

"**Total Share Authorization**" has the meaning ascribed thereto under Section 4.1.

"**TSXV**" means the TSX Venture Exchange and at any time the Shares are not listed and posted for trading on the TSXV, shall be deemed to mean such other stock exchange or trading platform upon which the Shares trade and which has been designated by the Committee.

"**Voting Power**" shall mean such number of Voting Securities as shall enable the holders thereof to cast all the votes which could be cast in an annual election of directors of a company.

"**Voting Securities**" shall mean any securities of the Corporation ordinarily carrying the right to vote at elections of directors and any securities immediately convertible into or exchangeable for such securities.

ARTICLE 3
ADMINISTRATION

3.1 General

The Committee shall be responsible for administering the Plan. The Committee may employ attorneys, consultants, accountants, agents and other individuals, any of whom may be an Employee, and the Committee, the Corporation, and its officers and Directors shall be entitled to rely upon the advice, opinions or valuations of any such persons. All actions taken and all interpretations and determinations made by the Committee shall be final, conclusive and binding upon the Participants, the Corporation, and all other interested parties.

3.2 Authority of the Committee

The Committee shall have full and exclusive discretionary power to interpret the terms and the intent of the Plan and any Award Agreement or other agreement ancillary to or in connection with the Plan, to determine eligibility for Awards, and to adopt such rules, regulations and guidelines for administering the Plan as the Committee may deem necessary or proper. Such authority shall include, but not be limited to, selecting Award recipients, establishing all Award terms and conditions, including grant, exercise price, issue price and vesting terms, determining Performance Goals applicable to Awards and whether such Performance Goals have been achieved, making adjustments under Section 4.2 and, subject to Article 14, adopting modifications and amendments, or subplans to the Plan or any Award Agreement, including, without limitation, any that are necessary or appropriate to comply with the laws or compensation practices of the jurisdictions in which the Corporation and Affiliates operate.

3.3 Delegation

The Committee may delegate to one or more of its members any of the Committee's administrative duties or powers as it may deem advisable; provided, however, that any such delegation must be permitted under applicable corporate law.

ARTICLE 4
SHARES SUBJECT TO THE PLAN AND MAXIMUM AWARDS

4.1 Number of Shares Available for Awards

Subject to adjustment as provided in Section 4.2 herein, the number of Shares hereby reserved for issuance to Participants under the Plan, together with Shares reserved for issue under any other share compensation arrangements of the Corporation is unlimited, provided that (a) the aggregate number of Shares issuable under the Plan or under any other share compensation arrangements of the Corporation, shall not exceed 10% of the total number of Shares issued

and outstanding from time to time (calculated on a non-diluted basis) (the "**Total Share Authorization**"); and provided further that (b), notwithstanding any provision in the Plan to the contrary, in respect of any Shares issuable under the Plan pursuant to an Award that is not an Option, the maximum number of such Awards which may be awarded under the Plan subject always to the Total Share Authorization shall be 3,000,000 or such greater number as may be approved from time to time by the requisite disinterested shareholders of the Corporation and in accordance with the policies of the Exchange. For greater certainty, Awards issued under the Plan, or under any other share compensation arrangements of the Corporation, will not become available again as shares issuable under the Plan without the prior filing of an amendment and approval of the Exchange.

The number of securities issuable to insiders, at any time, under all security-based compensation arrangements cannot exceed 10% of the issued and outstanding Shares of the Corporation. Within any one-year period, the number of Shares issued to Insiders pursuant to this Plan and all other share compensation arrangements of the Corporation shall not exceed 10% of the aggregate outstanding Shares of the Corporation.

4.2 Adjustments in Authorized Shares

Subject to the approval of the TSXV, where applicable, in the event of any corporate event or transaction (collectively, a "**Corporate Reorganization**") (including, but not limited to, a change in the Shares of the Corporation or the capitalization of the Corporation) such as a merger, arrangement or amalgamation that does not constitute a Change of Control under Article 13, or a consolidation, reorganization, recapitalization, separation, stock dividend, extraordinary dividend, stock split, reverse stock split, split up, spin-off or other distribution of stock or property of the Corporation, combination of securities, exchange of securities, dividend in kind, or other like change in capital structure or distribution (other than normal cash dividends) to shareholders of the Corporation, or any similar corporate event or transaction, the Committee shall make or provide for such adjustments or substitutions, as applicable, in the number and kind of Shares that may be issued under the Plan, the number and kind of Shares subject to outstanding Awards, the Option Price or Grant Price applicable to outstanding Awards, the Total Share Authorization, the limit on issuing Awards other than Options granted with an Option Price equal to at least the FMV of a Share on the date of grant with a Grant Price equal to at least the FMV of a Share on the date of grant, and any other value determinations applicable to outstanding Awards or to this Plan, as are equitably necessary to prevent dilution or enlargement of Participants' rights under the Plan that otherwise would result from such Corporate Reorganization. In connection with a Corporate Reorganization, the Committee shall have the discretion to permit a holder of Options to purchase (at the times, for the consideration, and subject to the terms and conditions set out in this Plan) and the holder will then accept on the exercise of such Option, in lieu of the Shares that such holder would otherwise have been entitled to purchase, the kind and amount of shares or other securities or property that such holder would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, that holder had owned all Shares that were subject to the Option. Such adjustments shall be made automatically, without the necessity of Committee action, on the customary arithmetical basis in the case of any stock split, including a stock split effected by means of a stock dividend, and in the case of any other dividend paid in Shares.

The Committee shall also make appropriate adjustments in the terms of any Awards under the Plan as are equitably necessary to reflect such Corporate Reorganization and may modify any other terms of outstanding Awards, including modifications of performance criteria and changes in the length of Performance Periods. The determination of the Committee as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under the Plan, provided that any such adjustments must comply with Section 409A of the Code with respect to any U.S. Participants and the rules of any stock exchange or market upon which such Shares are listed or traded.

Subject to the provisions of Article 12 and any applicable law or regulatory requirement, without affecting the number of Shares reserved or available hereunder, the Committee may authorize the issuance, assumption, substitution or conversion of Awards under this Plan in connection with any such corporate event or transaction, upon such terms and conditions as it may deem appropriate. Additionally, the Committee may amend the Plan, or adopt supplements to the Plan, in such manner as it deems appropriate to provide for such issuance, assumption, substitution or conversion as provided in the previous sentence.

ARTICLE 5
ELIGIBILITY AND PARTICIPATION

5.1 Eligibility

Individuals eligible to participate in the Plan include all Employees, Non-Employee Directors and Consultants, however, persons retained to provide Investor Relations Activities (as such term is defined by the TSXV) may only receive Options.

5.2 Actual Participation

Subject to the provisions of the Plan, the Committee may, from time to time, in its sole discretion select from among eligible Employees, Non-Employee Directors and Consultants, those to whom Awards shall be granted under the Plan, and shall determine in its discretion the nature, terms, conditions and amount of each Award.

ARTICLE 6
STOCK OPTIONS

6.1 Grant of Options

Subject to the terms and provisions of the Plan, Options may be granted to Participants in such number, and upon such terms, and at any time and from time to time as shall be determined by the Committee in its discretion, provided: (a) the aggregate number of Options granted to any one person (and companies wholly owned by that person) in a 12 month period must not exceed 5% of the issued and outstanding shares of the Corporation, calculated on the date an option is granted to the person (unless the Corporation has obtained the requisite disinterested shareholder approval); (b) the aggregate number of Options granted to any one Consultant in a 12 month period must not exceed 2% of the issued and outstanding shares of the Corporation, calculated on the date an option is granted to the Consultant; (c) the aggregate number of Options granted to all persons retained to provide Investor Relations Activities (as such term is defined by the TSXV) must not exceed 2% of the issued and outstanding shares of the Corporation in any 12 month period, calculated at the date that an option is granted to any such person; and (d) for Options granted to Employees, Consultants or Management Corporation Employees (as such term is defined by the TSXV), the Corporation and the person granted the Option are responsible for ensuring and confirming that the person granted the Option is a *bona fide* Employee, Consultant or Management Corporation Employee (as such term is defined by the TSXV), as the case may be.

6.2 Award Agreement

Each Option grant shall be evidenced by an Award Agreement that shall specify the Option Price, the duration of the Option, the number of Shares to which the Option pertains, the conditions upon which an Option shall become vested and exercisable, and any such other provisions as the Committee shall determine.

6.3 Option Price

The Option Price for each grant of an Option under this Plan shall be determined by the Committee and shall be specified in the Award Agreement. The Option Price for an Option shall be not less than the FMV of the Shares on the date of grant. Disinterested shareholder approval will be obtained for any reduction in the Option Price if the person granted the Option is an Insider of the Corporation at the time of the proposed amendment.

6.4 Duration of Options

Each Option granted to a Participant shall expire at such time as the Committee shall determine at the time of grant; provided, however, that no Option shall be exercisable later than the fifth (5th) anniversary date of its grant. Notwithstanding the foregoing, the expiry date of any Option shall be extended to the tenth business day following the last day of a Blackout Period if the expiry date would otherwise occur in a Blackout Period or within five days of the end of the Blackout Period.

6.5 Exercise of Options

Options granted under this Article 6 shall be exercisable at such times and on the occurrence of such events, and be subject to such restrictions and conditions, as the Committee shall in each instance approve, which need not be the same for each grant or for each Participant.

6.6 Payment

Options granted under this Article 6 shall be exercised by the delivery of a notice of exercise to the Corporation or an agent designated by the Corporation in a form specified or accepted by the Committee, or by complying with any alternative procedures which may be authorized by the Committee, setting forth the number of Shares with respect to which the Option is to be exercised, accompanied by full payment for the Shares. The Option Price upon exercise of any Option shall be payable to the Corporation in full either: (a) in cash, certified cheque or wire transfer; or (b) by any other method approved or accepted by the Committee in its sole discretion subject to the rules of the TSXV and such rules and regulations as the Committee may establish. Subject to Section 6.7 and any governing rules or regulations, as soon as practicable after receipt of a notification of exercise and full payment for the Shares, the Shares in respect of which the Option has been exercised shall be issued as fully-paid and non-assessable shares of the Corporation. As of the business day the Corporation receives such notice and such payment, the Participant (or the person claiming through him, as the case may be) shall be entitled to be entered on the share register of the Corporation as the holder of the number of Shares in respect of which the Option was exercised and to receive as promptly as possible thereafter a certificate or evidence of book entry representing the said number of Shares. The Corporation shall cause to be delivered to or to the direction of the Participant Share certificates or evidence of book entry Shares in an appropriate amount based upon the number of Shares purchased under the Option(s), but in any event, on or before the 15th day of the third month of the year following the year in which the Option was exercised.

6.7 Restrictions on Share Transferability

The Committee may impose such restrictions on any Shares acquired pursuant to the exercise of an Option granted pursuant to this Plan as it may deem advisable, including, without limitation, requiring the Participant to hold the Shares acquired pursuant to exercise for a specified period of time, or restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Shares are listed and/or traded.

6.8 Death, Retirement and Termination of Employment

(a) Death: If a Participant dies while an Employee, Director of, or Consultant to, the Corporation or an Affiliate:

(i) the executor or administrator of the Participant's estate may exercise Options of the Participant equal to the number of Options that were exercisable at the Termination Date (as defined at Section 6.8(d) below);

(ii) the right to exercise such Options terminates on the earlier of: (i) the date that is 12 months after the Termination Date; and (ii) the date on which the exercise period of the particular Option expires. Any Options held by the Participant that are not yet vested at the Termination Date immediately expire and are cancelled and forfeited to the Corporation on the Termination Date; and

(iii) such Participant's eligibility to receive further grants of Options under the Plan ceases as of the Termination Date.

(b) Retirement: If a Participant voluntarily Retires then:

(i) any Options held by the Participant that are exercisable at the Termination Date continue to be exercisable by the Participant until the earlier of: (i) the date that is six months after the Termination Date; and

(ii) the date on which the exercise period of the particular Option expires. Any Options held by the Participant that are not yet vested at the Termination Date immediately expire and are cancelled and forfeited to the Corporation on the Termination Date,

(iii) the eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Corporation or an Affiliate, as the case may be, provides the Participant with written notification that the Participant's employment or term of office or engagement, is terminated, notwithstanding that such date may be prior to the Termination Date, and

(iv) notwithstanding (b)(i) and (ii) above, unless the Committee, in its sole discretion, otherwise determines, at any time and from time to time, Options are not affected by a change of employment arrangement within or among the Corporation or an Affiliate for so long as the Participant continues to be an employee of the Corporation or an Affiliate.

(c) Termination of Employment: Except as may otherwise be set out in a Participant's employment agreement (which shall have paramountcy over this clause), where a Participant's employment or term of office or engagement terminates (for any reason other than death or voluntary Retirement (whether such termination occurs with or without any or adequate notice or reasonable notice, or with or without any or adequate compensation in lieu of such notice)), then:

(i) any Options held by the Participant that are exercisable at the Termination Date continue to be exercisable by the Participant until the earlier of:

(ii) the date that is three months after the Termination Date; and (ii) the date on which the exercise period of the particular Option expires. Any Options held by the Participant that are not yet vested at the Termination Date immediately expire and are cancelled and forfeited to the Corporation on the Termination Date,

(iii) the eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Corporation or an Affiliate, as the case may be, provides the Participant with written notification that the Participant's employment or term of office or engagement, is terminated, notwithstanding that such date may be prior to the Termination Date, and

(iv) notwithstanding (c)(i) and (ii) above, unless the Committee, in its sole discretion, otherwise determines, at any time and from time to time, Options are not affected by a change of employment arrangement within or among the Corporation or an Affiliate for so long as the Participant continues to be an employee of the Corporation or an Affiliate.

(d) For purposes of section 6.8, the term, "Termination Date" means, in the case of a Participant whose employment or term of office or engagement with the Corporation or an Affiliate terminates:

(i) by reason of the Participant's death, the date of death;

(ii) for any reason whatsoever other than death, the date of the Participant's last day actively at work for or actively engaged by the Corporation or the Affiliate, as the case may be; and for greater certainty "Termination Date" in any such case specifically does not mean the date on which any period of contractual notice or reasonable notice that the Corporation or the Affiliate, as the case may be, may be required at law to provide to a Participant would expire; and

(iii) the resignation of a director shall be considered to be a Retirement whereas the expiry of a director's term on the Board without re-election (or nomination for election) shall be considered to be a termination of his or her term of office.

6.9 Nontransferability of Options

Except as otherwise provided in a Participant's Award Agreement at the time of grant or thereafter by the Committee, an Option granted under this Article 6 may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, except as otherwise provided in a Participant's Award Agreement at the time of grant or thereafter by the Committee, all Options granted to a Participant under this Article 6 shall be exercisable during such Participant's lifetime only by such Participant.

ARTICLE 7
RESTRICTED SHARE AND RESTRICTED SHARE UNITS

7.1 Grant of Restricted Shares or Restricted Share Units

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may grant Restricted Shares and/or Restricted Share Units to Participants in such amounts and upon such terms as the Committee shall determine.

7.2 Restricted Share or Restricted Share Unit Agreement

Each Restricted Share and/or Restricted Share Unit grant shall be evidenced by an Award Agreement that shall specify the Period(s) of Restriction, the number of Restricted Shares or the number of Restricted Share Units granted, the settlement date for Restricted Share Units, and any such other provisions as the Committee shall determine, provided that unless otherwise determined by the Committee or as set out in any Award Agreement, no Restricted Share Unit shall vest later than three years after the date of grant.

7.3 Nontransferability of Restricted Share and Restricted Share Units

Except as otherwise provided in this Plan or the Award Agreement, the Restricted Shares and/or Restricted Share Units granted herein may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated until the end of the applicable Period of Restriction specified in the Award Agreement (and in the case of Restricted Share Units until the date of settlement through delivery or other payment), or upon earlier satisfaction of any other conditions, as specified by the Committee in its sole discretion and set forth in the Award Agreement at the time of grant or thereafter by the Committee. All rights with respect to the Restricted Shares and/or Restricted Share Units granted to a Participant under the Plan shall be available during such Participant's lifetime only to such Participant, except as otherwise provided in the Award Agreement at the time of grant or thereafter by the Committee.

7.4 Other Restrictions

The Committee shall impose, in the Award Agreement at the time of grant or anytime thereafter, such other conditions and/or restrictions on any Restricted Shares or Restricted Share Units granted pursuant to this Plan as it may deem advisable, including, without limitation, a requirement that Participants pay a stipulated purchase price for each Restricted Share or each Restricted Share Unit, restrictions based upon the achievement of specific performance criteria, time-based restrictions on vesting following the attainment of the performance criteria, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Shares are listed or traded, or holding requirements or sale restrictions placed on the Shares by the Corporation upon vesting of such Restricted Shares or Restricted Share Units.

To the extent deemed appropriate by the Committee, the Corporation may retain the certificates representing Restricted Shares, or Shares delivered in settlement of Restricted Share Units, in the Corporation's possession until such time as all conditions and/or restrictions applicable to such Shares have been satisfied or lapse. Except as otherwise provided in this Article 7, Restricted Shares covered by each Restricted Share Unit shall become freely transferable by the Participant after all conditions and restrictions applicable to such Shares have been satisfied or lapse, and Restricted Share Units shall be settled through payment in Shares.

7.5 Certificate Legend

In addition to any legends placed on certificates pursuant to Section 7.4 herein, each certificate representing Restricted Shares granted pursuant to the Plan may bear a legend such as the following:

> "The sale or other transfer of the shares of stock represented by this certificate, whether voluntary, involuntary or by operation of law, is subject to certain restrictions on transfer as set forth in the Western Exploration Inc. Equity Incentive Compensation Plan and in the associated Award Agreement. A copy of the Plan and such Award Agreement may be obtained from the Chief Financial Officer of Western Exploration Inc."

7.6 Voting Rights

To the extent required by law, Participants holding Restricted Shares granted hereunder shall have the right to exercise full voting rights with respect to those Shares during the Period of Restriction. A Participant shall have no voting rights with respect to any Restricted Share Units granted hereunder.

7.7 Dividends and Other Distributions

During the Period of Restriction, Participants holding Restricted Shares or Restricted Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Shares or Dividend Equivalents while they are so held in a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Shares, Restricted Shares or Restricted Share Units.

7.8 Death, Retirement and other Termination of Employment

(a) Death: If a Participant dies while an Employee, Director of, or Consultant to, the Corporation or an Affiliate:

(i) any Restricted Share or Restricted Share Units held by the Participant that have not vested as at the Termination Date (as defined at Section 7.8(e) below) shall vest immediately;

(ii) any Restricted Shares and Restricted Share Units held by the Participant that have vested (including Restricted Shares and Restricted Share Units vested in accordance with Section 7.8(a)(i)) as at the Termination Date (as defined at Section 7.8(e) below), shall be paid to the Participant's estate in accordance with the terms of the Plan and Award Agreement; and

(iii) such Participant's eligibility to receive further grants of Restricted Share Units or Restricted Shares under the Plan ceases as of the Termination Date.

(b) Disability: If a Participant suffers a Disability while an Employee, Director of, or Consultant to, the Corporation or an Affiliate and, as a result, his or her employment or engagement with the Corporation or an Affiliate is terminated:

(i) the number of Restricted Shares or Restricted Share Units held by the Participant and that have not vested (collectively referred to in this Section 7.8 as the "**Unvested Awards**") shall be reduced to be equal to the product of (A) the number of Unvested Awards; and (B) the fraction obtained when dividing (x) the number of calendar days from the date of the award of the Unvested Awards to the Termination Date (as defined at Section 7.8(e) below) and (x) the number of calendar days from the date of the award of the Unvested Awards to the original vesting date set out in the Award Agreement;

(ii) the number of Unvested Awards, as calculated pursuant to Section 7.8(b)(i), shall continue to vest in accordance with the terms of the Plan and Award Agreement; and

(iii) such Participant's eligibility to receive further grants of Restricted Share Units or Restricted Shares under the Plan ceases as of the Termination Date.

(c) Retirement: If a Participant voluntarily Retires then:

(i) any Restricted Share Units held by the Participant that have vested before the Termination Date (as defined at Section 7.8(e) below) shall be paid to the Participant;

(ii) any Unvested Awards held by the Participant at the Termination Date (as defined at Section 7.8(e) below) shall continue to vest in accordance with the terms of the Plan and Award Agreement following the Termination Date (as defined at Section 7.8(e) below) until the earlier of: (i) the date determined by the Committee, in its sole discretion; and (ii) the date on which the Restricted Share Units vest pursuant to the original Award Agreement in respect of such Unvested Awards; and (iii) such Participant's eligibility to receive further grants of Restricted Share Units or Restricted Shares under the Plan ceases as of the Termination Date.

(d) Termination other than Death, Disability or Retirement: Unless determined otherwise by the Committee, or as may otherwise be set out in a Participant's employment agreement (which shall have paramountcy over this clause), where a Participant's employment or term of office or engagement terminates for any reason other than death, Disability or Retirement (whether such termination occurs with or without any or adequate notice or reasonable notice, or with or without any or adequate compensation in lieu of such notice), then:

(i) any Restricted Share Units held by the Participant that have vested before the Termination Date (as defined at Section 7.8(e) below) shall be paid to the Participant. Any Restricted Share Units or Restricted Shares held by the Participant that are not yet vested at the Termination Date (as defined at Section 7.8(e) below) will be immediately cancelled and forfeited to the Corporation on the Termination Date;

(ii) the eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Corporation or an Affiliate provides the Participant with written notification that the Participant's employment or term of office or engagement, is terminated, notwithstanding that such date may be prior to the Termination Date; and

(iii) notwithstanding Sections 7.8(d)(i), unless the Committee, in its sole discretion, otherwise determines, at any time and from time to time, Restricted Share Units and Restricted Shares are not affected by a change of employment arrangement within or among the Corporation or an Affiliate for so long as the Participant continues to be an employee of the Corporation or an Affiliate.

(e) For purposes of section 7.8, the term, "Termination Date" means, in the case of a Participant whose employment or term of office or engagement with the Corporation or an Affiliate terminates:

(i) by reason of the Participant's death, the date of death;

(ii) by reason of termination for Cause, resignation by the Participant or Retirement, the Participant's last day actively at work for or actively engaged by the Corporation or an Affiliate;

(iii) by reason of Disability, the date of the Participant's last day actively at work for or actively engaged by the Corporation or an Affiliate;

(iv) for any reason whatsoever other than death, termination for Cause, Retirement or termination by reason of Disability, the later of the (A) date of the Participant's last day actively at work for or actively engaged by the Corporation or the Affiliate, and (B) the last date of the Notice Period; and

(v) the resignation of a director and the expiry of a director's term on the Board without re-election (or nomination for election) shall each be considered to be a termination of his or her term of office.

(f) Change of Control: The occurrence of a Change of Control will not result in the vesting of Unvested Awards, provided that: (i) such Unvested Awards will continue to vest in accordance with the Plan and Award Agreement; and (ii) any Successor Entity agrees to assume the obligations of the Corporation in respect of such Unvested Awards.

(g) Termination Following a Change of Control: Where a Participant's employment or term of office or engagement is terminated for any reason, other than for Cause, during the 24 months following a Change in Control, any Unvested Awards as at the date of such termination shall be deemed to have vested as at the date of such termination and shall become payable as at the date of termination.

7.9 Payment in Settlement of Restricted Share Units

When and if Restricted Share Units become payable, the Participant issued such units shall be entitled to receive payment from the Corporation in settlement of such units, Shares (issued from treasury) of equivalent value (based on the FMV, as defined in the Award Agreement at the time of grant or thereafter by the Committee).

ARTICLE 8
DEFERRED SHARE UNITS

8.1 Grant of Deferred Share Units

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may grant Deferred Share Units to Participants in such amounts and upon such terms as the Committee shall determine.

8.2 Deferred Share Unit Agreement

Each Deferred Share Unit grant shall be evidenced by an Award Agreement that shall specify the number of Deferred Share Units granted, the settlement date for Deferred Share Units, and any other provisions as the Committee shall determine, including, but not limited to a requirement that Participants pay a stipulated purchase price for each Deferred Share Unit, restrictions based upon the achievement of specific performance criteria, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which the Shares are listed or traded, or holding requirements or sale restrictions placed on the Shares by the Corporation upon vesting of such Deferred Share Units.

8.3 Nontransferability of Deferred Share Units

Except as otherwise provided in this Plan or the Award Agreement, the Deferred Share Units granted herein may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated. All rights with respect to the Deferred Share Units granted to a Participant under the Plan shall be available during such Participant's lifetime only to such Participant, except as otherwise provided in the Award Agreement at the time of grant or thereafter by the Committee.

8.4 Termination of Employment, Consultancy or Directorship

Each Award Agreement shall set forth the extent to which the Participant shall have the right to retain Deferred Share Units following termination of the Participant's employment or other relationship with the Corporation or Affiliates.

Such provisions shall be determined in the sole discretion of the Committee, need not be uniform among all Deferred Share Units issued pursuant to the Plan, and may reflect distinctions based on the reasons for termination.

ARTICLE 9
PERFORMANCE SHARES AND PERFORMANCE UNITS

9.1 Grant of Performance Shares and Performance Units

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may grant Performance Shares and/or Performance Units to Participants in such amounts and upon such terms as the Committee shall determine.

9.2 Value of Performance Shares and Performance Units

Each Performance Share and Performance Unit shall have an initial value equal to the FMV of a Share on the date of grant. The Committee shall set performance criteria for a Performance Period in its discretion, which, depending on the extent to which they are met, will determine, in the manner determined by the Committee and set forth in the Award Agreement, the value and/or number of each Performance Share or Performance Unit that will be paid to the Participant.

9.3 Earning of Performance Shares and Performance Units

Subject to the terms of this Plan and the applicable Award Agreement, after the applicable Performance Period has ended, the holder of Performance Shares/Performance Units shall be entitled to receive payout on the value and number of Performance Shares/Performance Units, determined as a function of the extent to which the corresponding performance criteria have been achieved. Notwithstanding the foregoing, the Corporation shall have the ability to require the Participant to hold any Shares received pursuant to such Award for a specified period of time.

9.4 Form and Timing of Payment of Performance Shares and Performance Units

Payment of earned Performance Shares/Performance Units shall be as determined by the Committee and as set forth in the Award Agreement. Subject to the terms of the Plan, the Committee will pay earned Performance Shares/Performance Units in the form of Shares issued from treasury equal to the value of the earned Performance Shares/Performance Units at the end of the applicable Performance Period. Any Shares may be granted subject to any restrictions deemed appropriate by the Committee.

9.5 Dividends and Other Distributions

The Committee shall determine whether Participants holding Performance Shares will receive Dividend Equivalents with respect to dividends declared with respect to the Shares. Dividends or Dividend Equivalents may be subject to accrual, forfeiture or payout restrictions as determined by the Committee in its sole discretion.

9.6 Death and other Termination of Employment

(a) Death: If a Participant dies while an Employee, Director of, or Consultant to, the Corporation or an Affiliate:

(i) the number of Performance Shares or Performance Share Units held by the Participant that have not vested (collectively referred to in this Section 9.6 as "**Unvested Awards**") shall be adjusted as set out in the applicable Award Agreement (collectively referred to in this Section 9.6 as "**Deemed Awards**");

(ii) any Deemed Awards shall vest immediately;

(iii) any Performance Shares and Performance Shares Units held by the Participant that have vested (including Deemed Awards vested in accordance with Section 9.6(a)(ii)) shall be paid to the Participant's estate in accordance with the terms of the Plan and Award Agreement; and

(iv) such Participant's eligibility to receive further grants of Performance Shares or Performance Share Units under the Plan ceases as of the Termination Date (as defined at Section 9.6(e) below).

(b) Disability: If a Participant suffers a Disability while an Employee, officer or director of or Consultant to the Corporation or an Affiliate and as a result his or her employment with the company or Affiliate is terminated:

(i) Unvested Awards shall be reduced to be equal to the product of (A) the number of Unvested Awards; and (B) the fraction obtained when dividing (x) the number of calendar days from the date of the award of the Unvested Awards to the Termination Date (as defined at Section 9.6(e) below) and (x) the number of calendar days from the date of the award of the Unvested Awards to the original vesting date set out in the Award Agreement;

(ii) the number of Unvested Awards, as calculated pursuant to Section 9.6(b)(i), shall continue to vest in accordance with the terms of its Plan and Award Agreement; and

(iii) such Participant's eligibility to receive further grants of Performance Share Units or Performance Shares under the Plan ceases as of the Termination Date.

(c) Retirement: If a Participant voluntarily Retires then:

(i) any Performance Shares or Performance Share Units held by the Participant that have vested before the Termination Date shall be paid to the Participant;

(ii) any Unvested Awards held by the Participant at the Termination Date (as defined at Section 9.6(e) below) shall continue to vest in accordance with the terms of the Plan and Award Agreement following the Termination Date until the earlier of: (i) the date determined by the Committee, in its sole discretion; and (ii) the date on which the Performance Share Units vest pursuant to the original Award Agreement in respect of such Unvested Awards; and (iii) such Participant's eligibility to receive further grants of Performance Shares or Performance Share Units under the Plan ceases as of the Termination Date.

(d) Termination other than Death, Disability or Retirement: Unless determined otherwise by the Committee, or as may otherwise be set out in a Participant's employment agreement (which shall have paramountcy over this clause), where a Participant's employment or term of office or engagement terminates for any reason other than death (whether such termination occurs with or without any or adequate notice or reasonable notice, or with or without any or adequate compensation in lieu of such notice), then:

(i) any Performance Share Units or Performance Shares held by the Participant that have vested before the Termination Date shall be paid to the Participant in accordance with the terms of the Plan and Award Agreement. Any Performance Shares Units or Performance Shares held by the Participant that are not yet vested at the Termination Date will be immediately cancelled and forfeited to the Corporation on the Termination Date;

(ii) the eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Corporation or an Affiliate provides the Participant with written notification that the Participant's employment or term of office or engagement, is terminated, notwithstanding that such date may be prior to the Termination Date; and

(iii) notwithstanding Sections 9.6(c)(i) and (ii) above, unless the Committee, in its sole discretion, otherwise determines, at any time and from time to time, Performance Share Units or Performance Shares are not affected by a change of employment arrangement within or among the Corporation or an Affiliate for so long as the Participant continues to be an employee of the Corporation or an Affiliate.

(e) For purposes of this Section 9.6, the term, "Termination Date" has the meaning set out in Section 1(e).

(f) Change of Control: The occurrence of a Change of Control will not result in the vesting of Unvested Awards, provided that:

(i) such Unvested Awards will continue to vest in accordance with the Plan and the Award Agreement;

(ii) the level of achievement of Performance Goals for Fiscal Years completed prior to the date of the Change of Control shall be based on the actual performance achieved to the date of the Change of Control and the level of achievement of Performance Goals for Fiscal Years completed following the date of the Change of Control shall be based on the assumed achievement of 100% of the Performance Goals; and

(iii) any Successor Entity agrees to assume the obligations of the Corporation in respect of such Unvested Awards.

(g) Termination following Change of Control: For the period of 24 months following a Change of Control, where a Participant's employment or term of office or engagement is terminated for any reason, other than for Cause:

(i) any Unvested Awards as at the date of such termination shall be deemed to have vested as at the date of such termination and shall become payable as at the date of termination; and

(ii) the level of achievement of Performance Goals for any Unvested Awards that are deemed to have vested pursuant to (i) above, shall be based on the actual performance achieved at the end of the Fiscal Year immediately prior to the date of termination.

9.7 Nontransferability of Performance Shares and Performance Units

Except as otherwise provided in a Participant's Award Agreement at the time of grant or thereafter by the Committee, Performance Shares/Performance Units may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, except as otherwise provided in a Participant's Award Agreement or otherwise by the Committee at any time, a Participant's rights under the Plan shall inure during such Participant's lifetime only to such Participant.

ARTICLE 10
FULL VALUE SHARE-BASED AWARDS

10.1 Share-Based Awards

The Committee may, to the extent permitted by the TSXV, grant other types of equity-based or equity-related Awards not otherwise described by the terms of this Plan (including the grant or offer for sale of unrestricted Shares and issuance of unrestricted Shares in satisfaction of compensation (including salary, bonus or other incentive)) in such amounts and subject to such terms and conditions, including, but not limited to, being subject to performance criteria, or in satisfaction of such obligations, as the Committee shall determine; provided that the maximum number of Share-Based Awards issued in any calendar year shall not, when combined with any other Awards under any share

compensation arrangement of the Corporation exceed 10% of the total number of Shares issued and outstanding from time to time (calculated on a non-diluted basis).

10.2 Termination of Employment

Each Award Agreement shall set forth the extent to which the Participant shall have the right to receive Share-Based Awards following termination of the Participant's employment or other relationship with the Corporation or Affiliates. Such provisions shall be determined in the sole discretion of the Committee, need not be uniform among all Share-Based Awards issued pursuant to the Plan, and may reflect distinctions based on the reasons for termination.

10.3 Nontransferability of Share-Based Awards

Except as otherwise provided in a Participant's Award Agreement at the time of grant or thereafter by the Committee, Share-Based Awards may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, except as otherwise provided in a Participant's Award Agreement at the time of grant or thereafter by the Committee, a Participant's rights under the Plan shall be exercisable during such Participant's lifetime only by such Participant.

ARTICLE 11
BENEFICIARY DESIGNATION

11.1 Beneficiary

A Participant's "**beneficiary**" is the person or persons entitled to receive payments or other benefits or exercise rights that are available under the Plan in the event of the Participant's death. A Participant may designate a beneficiary or change a previous beneficiary designation at such times as prescribed by the Committee and by using such forms and following such procedures approved or accepted by the Committee for that purpose. If no beneficiary designated by the Participant is eligible to receive payments or other benefits or exercise rights that are available under the Plan at the Participant's death, the beneficiary shall be the Participant's estate.

11.2 Discretion of the Committee

Notwithstanding the provisions above, the Committee may, in its discretion, after notifying the affected Participants, modify the foregoing requirements, institute additional requirements for beneficiary designations, or suspend the existing beneficiary designations of living Participants or the process of determining beneficiaries under this Article 11, or both, in favor of another method of determining beneficiaries.

ARTICLE 12
RIGHTS OF PERSONS ELIGIBLE TO PARTICIPATE

12.1 Employment

Nothing in the Plan or an Award Agreement shall interfere with or limit in any way the right of the Corporation or an Affiliate to terminate any Participant's employment, consulting or other service relationship with the Corporation or an Affiliate at any time, nor confer upon any Participant any right to continue in the capacity in which he or she is employed or otherwise serves the Corporation or an Affiliate.

Neither an Award nor any benefits arising under this Plan shall constitute part of an employment or service contract with the Corporation or an Affiliate, and, accordingly, subject to the terms of this Plan, this Plan may be terminated or modified at any time in the sole and exclusive discretion of the Committee or the Board without giving rise to liability on the part of the Corporation or an Affiliate for severance payments or otherwise, except as provided in this Plan.

For purposes of the Plan, unless otherwise provided by the Committee, a transfer of employment of a Participant between the Corporation and an Affiliate or among Affiliates, shall not be deemed a termination of employment. The

Committee may provide in a Participant's Award Agreement or otherwise the conditions under which a transfer of employment to an entity that is spun off from the Corporation or an Affiliate shall not be deemed a termination of employment for purposes of an Award.

12.2 Participation

No Employee or other Person eligible to participate in the Plan shall have the right to be selected to receive an Award. No person selected to receive an Award shall have the right to be selected to receive a future Award, or, if selected to receive a future Award, the right to receive such future Award on terms and conditions identical or in proportion in any way to any prior Award.

12.3 Rights as a Shareholder

A Participant shall have none of the rights of a shareholder with respect to Shares covered by any Award until the Participant becomes the record holder of such Shares.

ARTICLE 13
CHANGE OF CONTROL

13.1 Accelerated Vesting and Payment

Subject to the provisions of Section 13.2 or as otherwise provided in the Plan or the Award Agreement, in the event of a Change of Control, the Committee shall have the discretion to unilaterally determine that all outstanding Awards shall be cancelled upon a Change of Control, and that the value of such Awards, as determined by the Committee in accordance with the terms of the Plan and the Award Agreements, shall be paid out in cash in an amount based on the Change of Control Price within a reasonable time subsequent to the Change of Control, subject to the approval of the TSXV.

13.2 Alternative Awards

Notwithstanding Section 13.1, no cancellation, acceleration of vesting, lapsing of restrictions or payment of an Award shall occur with respect to any Award if the Committee reasonably determines in good faith prior to the occurrence of a Change of Control that such Award shall be honored or assumed, or new rights substituted therefor (with such honored, assumed or substituted Award hereinafter referred to as an "**Alternative Award**") by any successor to the Corporation or an Affiliate as described in Article 15; provided, however, that any such Alternative Award must:

(a) be based on stock which is traded on the TSXV and/or the Toronto Stock Exchange;

(b) provide such Participant with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule (including vesting upon termination of employment) and identical or better timing and methods of payment;

(c) recognize, for the purpose of vesting provisions, the time that the Award has been held prior to the Change of Control; and

(d) have substantially equivalent economic value to such Award (determined prior to the time of the Change of Control).

ARTICLE 14
AMENDMENT, MODIFICATION, SUSPENSION AND TERMINATION

14.1 Amendment, Modification, Suspension and Termination

(a) Except as set out in clauses (b) and (c) below, and as otherwise provided by law, or stock exchange rules, the Committee or Board may, at any time and from time to time, alter, amend, modify, suspend or terminate the Plan or any Award in whole or in part without notice to, or approval from, disinterested shareholders, including, but not limited to for the purposes of:

(i) making any amendments to the general vesting provisions of any Award;

(ii) making any amendments to the general term of any Award provided that no Award held by an Insider may be extended beyond its original expiry date;

(iii) making any amendments to add covenants or obligations of the Corporation for the protection of Participants;

(iv) making any amendments not inconsistent with the Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, it may be expedient to make, including amendments that are desirable as a result of changes in law or as a "**housekeeping**" matter; or

(v) making such changes or corrections which are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error.

(b) Other than as expressly provided in an Award Agreement or as set out in Section 13.2 hereof or with respect to a Change of Control, the Committee shall not alter or impair any rights or increase any obligations with respect to an Award previously granted under the Plan without the consent of the Participant.

(c) The following amendments to the Plan shall require the prior approval of the Corporation's disinterested shareholders, other than, in respect of the amendments contemplated under Section 14.1(c)(i)-(iii) below, those carried out pursuant to Section 4.2 hereof:

(i) A reduction in the Option Price of a previously granted Option benefitting an Insider of the Corporation or one of its Affiliates.

(ii) Any amendment or modification which would increase the total number of Shares available for issuance under the Plan.

(iii) An increase to the limit on the number of Shares issued or issuable under the Plan to Insiders of the Corporation;

(iv) An extension of the expiry date of an Option other than as otherwise permitted hereunder in relation to a Blackout Period or otherwise; or

(v) Any amendment to the amendment provisions of the Plan under this Section 14.1.

14.2 Adjustment of Awards Upon the Occurrence of Unusual or Nonrecurring Events

Subject to the approval of the TSXV, the Committee may make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events in addition to the events described in Section 4.2 hereof affecting the Corporation or the financial statements of the Corporation or of changes in applicable

laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent unintended dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

The determination of the Committee as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under the Plan.

14.3 Awards Previously Granted

Notwithstanding any other provision of the Plan to the contrary, no termination, amendment, suspension or modification of the Plan shall adversely affect in any material way any Award previously granted under the Plan, without the written consent of the Participant holding such Award.

ARTICLE 15
WITHHOLDING

15.1 Withholding

The Corporation or any Affiliate shall have the power and the right to deduct or withhold, or require a Participant to remit to the Corporation or any Affiliate, an amount sufficient to satisfy federal, state and local taxes or provincial, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising or as a result of this Plan or any Award hereunder. The Committee may provide for Participants to satisfy withholding requirements by having the Corporation withhold and sell Shares or the Participant making such other arrangements, including the sale of Shares, in either case on such conditions as the Committee specifies.

15.2 Acknowledgement

Participant acknowledges and agrees that the ultimate liability for all taxes legally payable by Participant is and remains Participant's responsibility and may exceed the amount actually withheld by the Corporation. Participant further acknowledges that the Corporation: (a) makes no representations or undertakings regarding the treatment of any taxes in connection with any aspect of this Plan; and (b) does not commit to and is under no obligation to structure the terms of this Plan to reduce or eliminate Participant's liability for taxes or achieve any particular tax result. Further, if Participant has become subject to tax in more than one jurisdiction, Participant acknowledges that the Corporation may be required to withhold or account for taxes in more than one jurisdiction.

ARTICLE 16
SUCCESSORS

Any obligations of the Corporation or an Affiliate under the Plan with respect to Awards granted hereunder shall be binding on any successor to the Corporation or Affiliate, respectively, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the businesses and/or assets of the Corporation or Affiliate, as applicable.

ARTICLE 17
GENERAL PROVISIONS

17.1 Forfeiture Events

Without limiting in any way the generality of the Committee's power to specify any terms and conditions of an Award consistent with law, and for greater clarity, the Participant's rights, payments and benefits with respect to an Award shall, at the sole discretion of the Committee, be subject to reduction, cancellation, forfeiture of any vested and unvested Awards or recoupment of any payments or settlements made in the current Fiscal Year or immediately prior Fiscal Year (provided such determination is made within 45 days of the end of that Fiscal Year) upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such specified events shall include, but shall not be limited to, any of: (a) the Participant's failure to accept the terms

of the Award Agreement, violation of material Corporation and Affiliate policies, breach of noncompetition, confidentiality, non-solicitation, noninterference, corporate property protection or other agreements that may apply to the Participant, or other conduct by the Participant that is detrimental to the business or reputation of the Corporation and Affiliates; (b) the Participant's misconduct, fraud, gross negligence; and (c) the restatement of the financial statements of the Corporation that resulted in Awards which should not have vested, settled, or been paid had the original financial statements been properly stated. Except as expressly otherwise provided in this Plan or an Award Agreement, the termination and the expiry of the period within which an Award will vest and may be exercised by a Participant shall be based upon the last day of actual service by the Participant to the Corporation and specifically does not include any period of notice that the Corporation may be required to provide to the Participant under applicable employment law.

17.2 Legend

The certificates for Shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer of such Shares.

17.3 Delivery of Title

The Corporation shall have no obligation to issue or deliver evidence of title for Shares issued under the Plan prior to:

(a) Obtaining any approvals from governmental agencies that the Corporation determines are necessary or advisable; and

(b) Completion of any registration or other qualification of the Shares under any applicable law or ruling of any governmental body that the Corporation determines to be necessary or advisable.

17.4 Investment Representations

The Committee may require each Participant receiving Shares pursuant to an Award under this Plan to represent and warrant in writing that the Participant is acquiring the Shares for investment and without any present intention to sell or distribute such Shares.

17.5 Uncertificated Shares

To the extent that the Plan provides for issuance of certificates to reflect the transfer of Shares, the transfer of such Shares may be effected on a non-certificated basis to the extent not prohibited by applicable law or the rules of any applicable stock exchange.

17.6 Unfunded Plan

Participants shall have no right, title or interest whatsoever in or to any investments that the Corporation or an Affiliate may make to aid it in meeting its obligations under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Corporation or an Affiliate and any Participant, beneficiary, legal representative or any other person. Awards shall be general unsecured obligations of the Corporation, except that if an Affiliate executes an Award Agreement instead of the Corporation the Award shall be a general unsecured obligation of the Affiliate and not any obligation of the Corporation. To the extent that any individual acquires a right to receive payments from the Corporation or an Affiliate, such right shall be no greater than the right of an unsecured general creditor of the Corporation or Affiliate, as applicable. All payments to be made hereunder shall be paid from the general funds of the Corporation or Affiliate, as applicable, and no special or separate fund shall be established and no segregation of assets shall be made to assure payment of such amounts except as expressly set forth in the Plan.

17.7 No Fractional Shares

No fractional Shares shall be issued or delivered pursuant to the Plan or any Award Agreement. In such an instance, unless the Committee determines otherwise, fractional Shares and any rights thereto shall be forfeited or otherwise eliminated.

17.8 Other Compensation and Benefit Plans

Nothing in this Plan shall be construed to limit the right of the Corporation or an Affiliate to establish other compensation or benefit plans, programs, policies or arrangements. Except as may be otherwise specifically stated in any other benefit plan, policy, program or arrangement, no Award shall be treated as compensation for purposes of calculating a Participant's rights under any such other plan, policy, program or arrangement.

17.9 No Constraint on Corporate Action

Nothing in this Plan shall be construed (i) to limit, impair or otherwise affect the Corporation's or an Affiliate's right or power to make adjustments, reclassifications, reorganizations or changes in its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell or transfer all or any part of its business or assets, or (ii) to limit the right or power of the Corporation or an Affiliate to take any action which such entity deems to be necessary or appropriate.

17.10 Compliance with Canadian Securities Laws

All Awards and the issuance of Shares underlying such Awards issued pursuant to the Plan will be issued pursuant to an exemption from the prospectus requirements of Canadian securities laws where applicable.

ARTICLE 18
LEGAL CONSTRUCTION

18.1 Gender and Number

Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine, the plural shall include the singular, and the singular shall include the plural.

18.2 Severability

In the event any provision of this Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

18.3 Requirements of Law

The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, rules and regulations, including for greater certainty TSX Venture Exchange Policy 4.4 — *Incentive Stock Options*, and to such approvals by any governmental agencies or securities exchanges as may be required. The Corporation or an Affiliate shall receive the consideration required by law for the issuance of Awards under the Plan. The inability of the Corporation or an Affiliate to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Corporation or an Affiliate to be necessary for the lawful issuance and sale of any Shares hereunder, shall relieve the Corporation or Affiliate of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

18.4 Governing Law

The Plan and each Award Agreement shall be governed by the laws of the Province of Ontario excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

18.5 Compliance with Section 409A of the Code

(a) To the extent the Plan is applicable to a particular Participant subject to the Code, it is intended that this Plan and any Awards made hereunder shall not provide for the payment of "deferred compensation" within the meaning of Section 409A of the Code or shall be structured in a manner and have such terms and conditions that would not cause such a Participant to be subject to taxes and interest pursuant to Section 409A of the Code. This Plan and any Awards made hereunder shall be administrated and interpreted in a manner consistent with this intent.

(b) To the extent that any amount or benefit in favour of a Participant who is subject to the Code would constitute "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under this Plan or any Award Agreement by reason of the occurrence of a Change of Control or the Participant's disability or separation from service, such amount or benefit will not be payable or distributable to the Participant by reason of such circumstance unless: (i) the circumstances giving rise to such Change of Control, disability or separation from service meet the description or definition of "change in control event," "disability," or "separation from service," as the case may be, in Section 409A of the Code and applicable proposed or final Treasury regulations thereunder, and (ii) the payment or distribution of such amount or benefit would otherwise comply with Section 409A of the Code and not subject the Participant to taxes and interest pursuant to Section 409A of the Code. This provision does not prohibit the vesting of any Award or the vesting of any right to eventual payment or distribution of any amount or benefit under this Plan or any Award Agreement.

(c) The Committee shall use its reasonable discretion to determine the extent to which the provisions of this Article 18.5 will apply to a Participant who is subject to taxation under the ITA.

APPENDIX "F"
INFORMATION REGARDING CRYSTAL PEAK

Corporate Structure

Name, Address and Incorporation

Crystal Peak Minerals Inc. ("**Crystal Peak**") is a public company listed on the NEX Board of the TSXV existing under the YBCA. Crystal Peak's common shares trade on the NEX Board of the TSXV under the symbol "CPM.H". Crystal Peak's common shares also trade on the OTC Pink Sheets under the symbol "CPMMF". Crystal Peak is domiciled in the Yukon Territory, Canada, and its registered office is located at 200 – 204 Lambert Street, Whitehorse, Yukon Territory, Y1A 3T2, Canada, and its head office is located at 10808 South River Front Parkway, Suite 343, South Jordan, Utah, 84095, United States.

In October 2020, in connection with a restructuring transaction with EMR, Crystal Peak divested of its former sulfate of potash project in west central Utah and, following the divesture, Crystal Peak's remaining assets are primarily cash on hand. Prior to announcing the Arrangement, Crystal Peak's management regularly considered and discussed potential acquisition opportunities with a view to completing an acquisition of an active resource business for the purposes of maximizing shareholder value.

As of the date of this Information Circular, Crystal Peak has one wholly-owned subsidiary, Crystal Peak Subco. Crystal Peak Subco was incorporated on November 4, 2021, in connection with the proposed Arrangement.

Assuming completion of the proposed Arrangement, Crystal Peak will wholly own the Aura Project. For more information concerning Western Exploration and the Aura Project see Appendix "G" – *"Information Concerning Western Exploration LLC"*.

General Development of the Business

History

On May 26, 2011, EPM Mining Ventures Inc. ("**EPM**"), 44907 Yukon Inc. ("**44907 Yukon**" – a wholly owned subsidiary of EPM incorporated to effect a business amalgamation), and 44170 Yukon Inc. ("**44170 Yukon**"), completed a triangular amalgamation (the "**Amalgamation**") whereby investors exchanged their 44170 Yukon voting and non-voting common shares for voting and non-voting common shares of EPM on a one-for-one basis. Pursuant to the terms of the Amalgamation, 44170 Yukon and 44907 Yukon amalgamated to form Peak Minerals Canada Limited ("**Peak Minerals Canada**"). Peak Minerals Canada became a wholly-owned subsidiary of EPM. The Amalgamation was accounted for as a purchase of net assets and assumption of liabilities of 44170 Yukon. On June 25, 2015, the Corporation changed its name from "EPM Mining Ventures Inc." to "Crystal Peak Minerals Inc." Pursuant to the Amalgamation, which resulted in the Corporation's acquisition of a significant mineral property, the Corporation operates as a development stage entity focused on the development, construction and operation of a large-scale SOP project on the Sevier Playa in west central Utah.

On October 2, 2020, Crystal Peak's cash balance fell below USD $500,000, putting the Corporation in breach of a minimum cash balance covenant in a convertible debt agreement with EMR Capital Investment (No. 5B) Pte. Ltd., an affiliate of EMR, the Corporation's majority shareholder. As a result of the default, effective October 19, 2020 EMR enforced its security provision under the 2020 Loan and foreclosed on all of the Corporation's shares of its wholly-owned subsidiary, Peak Minerals Inc., which was the operating subsidiary of Crystal Peak that holds the Sevier Playa project, in accordance with EMR's rights. Upon notification of EMR's intent to enforce its security provision, the Board negotiated a restructuring agreement with EMR whereby EMR agreed that its foreclosure would satisfy in full the Corporation's obligations under the 2020 Loan. Under the terms of the restructuring agreement, EMR agreed to surrender 120.0 million Crystal Peak common shares, reducing its ownership in Crystal Peak from approximately 61% to 36%. In addition, two of EMR's nominees to the Board resigned, leaving Crystal Peak with a four-person Board.

The Board concluded that this restructuring was in the best interests of shareholders since it allows the Corporation to pursue a strategy to acquire a new project. Accordingly, Crystal Peak immediately commenced a process to identify and secure a new project. The Corporation has currently proposed the Arrangement in order to fulfill this objective. For more information concerning the Arrangement see *"The Arrangement"*.

Financing

On June 29, 2017, Crystal Peak entered into a convertible loan agreement (the "**Loan Agreement**") with EMR, its majority shareholder, pursuant to which EMR lent Crystal Peak USD $12,000,000 (the "**Loan**"). The Loan matured 18 months from the date of issuance, and bore interest at the rate of 12%, compounded quarterly. The principal amount of the Loan, in whole or in part, was convertible into common shares of the Corporation at EMR's option, at a price per common share of C$0.55. In addition, interest on the Loan was payable in common shares at the market price of the Corporation's shares on the earlier of the date of conversion or certain prescribed interest payment dates, subject to the approval of the TSX Venture Exchange. On January 2, 2019, the Company issued 29,201,455 common shares at a deemed value of C$0.55 per common share to settle in full the principal amount and 7,758,401 common shares at a deemed value of C$0.21 to settle an interest payment pursuant to the Loan Agreement. On January 11, 2019, the Company remitted C$212,748 in non-resident Canadian withholding tax to CRA related to the interest payment, pursuant to the Loan Agreement (both of which were accrued in 2018).

On July 19, 2018 the Company entered into a second convertible loan agreement with EMR (the "**2018 Loan Agreement**"), pursuant to which EMR agreed to lend the Company up to USD $10,000,000 in two tranches (the "**2018 Loan**"). In addition, the closing of the first tranche of the 2018 Loan was completed in the amount of USD $5,000,000, and bore interest at the rate of 12%, compounded quarterly. The principal amount of the 2018 Loan, in whole or in part, was convertible into common shares of the Company at EMR's option, at a price per common share of C$0.50. In addition, interest on the 2018 Loan was payable in common shares at the market price of the Company's shares on the earlier of the date of conversion or certain prescribed interest payment dates, subject to the approval of the TSX Venture Exchange. On October 29, 2018 the Company closed the second tranche of the 2018 Loan in the amount of USD $5,000,000. On March 29, 2019, the Company issued 4,275,581 common shares at a deemed value of C$0.185 per common share to settle an interest payment pursuant to the 2018 Loan Agreement. On April 1, 2019, the Company remitted C$104,476 in non-resident Canadian withholding tax to CRA related to the interest payment, pursuant to the 2018 Loan Agreement. The 2018 Loan matured on January 19, 2020, at which time the Company entered into a new convertible loan agreement (the "**2020 Loan**") with EMR, pursuant to which EMR agreed to lend the Company USD $13,124,422. Proceeds from the 2020 Loan were used to repay the USD $10,000,000 principal and USD $1,124,421 accrued interest amounts under the 2018 Loan. The remaining USD $2,000,000 was used for ongoing engineering and permitting activities and to fund general corporate costs. The 2020 Loan accrued interest at a rate of 12% per annum and matured in 12 months. The principal amount of the 2020 Loan, in whole or in part, was convertible into common shares (estimated issuance of 311,478,309 shares) of the Company at the option of the holder at a price of C$0.055 per common share. On October 2, 2020, Crystal Peak's cash balance fell below USD $500,000, putting the Corporation in breach of a minimum cash balance covenant in the 2020 Loan. As a result of the default, effective October 19, 2020, EMR enforced its security provision under the 2020 Loan agreement and foreclosed on the Corporation's shares of its wholly-owned subsidiary, Peak Minerals Inc., in accordance with its rights. Upon notification of EMR's intent to enforce its security provision, the Board negotiated a restructuring agreement with EMR whereby EMR agreed that its foreclosure would satisfy in full the Corporation's obligations under the 2020 Loan. Under the terms of the restructuring agreement, EMR agreed to surrender 120.0 million Crystal Peak common shares, reducing its ownership in Crystal Peak from approximately 61% to 36%. In addition, two of EMR's nominees to the Board resigned, leaving Crystal Peak with a four-person Board.

On May 2, 2019, the Company closed a private placement with EMR, wherein the Company issued EMR 39,215,686 units at a price of C$0.17 per unit for gross proceeds of USD $4,960,667 (C$6,666,667). Each unit was composed of one common share, and one-half of one common share purchase warrant for an aggregate of 39,215,686 common shares and 19,607,843 warrants (the "**EMR Warrants**"). Each full warrant entitled EMR to subscribe for one common share at a price of C$0.21 per share for a period of 18 months following closing. On November 2, 2020, the EMR Warrants expired unexercised.

On October 13, 2021, Crystal Peak completed a brokered private placement of 2,248,936 Subscription Receipts at a price of C$2.65 per Subscription Receipt for aggregate gross proceeds of C$5,959,680. In connection with the

Financing, Crystal Peak has agreed to pay the Agents the Cash Commission, in the amount of approximately C$265,146, such amount representing the aggregate of (i) a cash commission of 6% on proceeds of the Financing raised from purchasers not on the President's List, and (ii) a cash commission of 3% on proceeds of the Financing raised from purchasers on the President's List. In addition, Crystal Peak has issued to the Agents an aggregate of 82,752 Broker Warrants, with each Broker Warrant entitling the holder thereof to acquire, following the satisfaction of the Escrow Release Conditions, one Resulting Issuer Share at an exercise price of C$3.05 per share, at any time prior to the date that is 12 months following the Closing. The Escrowed Proceeds are being held in escrow by the Subscription Receipt Agent pending the satisfaction of the Escrow Release Conditions.

Each Subscription Receipt represents a right to receive, upon satisfaction of the Escrow Release Conditions, on a post-Consolidation basis, a Financing Share.

The release of the Escrowed Proceeds to the Resulting Issuer is conditional upon, among other things, the satisfaction of the following conditions: (i) the receipt of all required corporate, shareholder and regulatory approvals in connection with the Financing, the Arrangement, and the Exchange listing, including without limitation, the conditional approval of the Exchange for the listing of the Resulting Issuer Shares, and any relevant listing documents having been accepted for filing with the Exchange; (ii) the completion or the satisfaction of all conditions precedent to the Arrangement; (iii) the delivery of a legal opinion from Canadian counsel to Western Exploration that the Financing Shares will not be subject to a hold period under applicable Securities Laws, other than in respect of control trades; and, (iv) delivery of a legal opinion from U.S. counsel to Western Exploration in respect of certain securities and tax matters of the Resulting Issuer and in connection with the Arrangement.

The Corporation may seek to increase the size of the Financing or otherwise raise additional funds prior to or following the completion of the Arrangement.

In the event that the Escrow Release Conditions are not satisfied 90 days following Closing, then the Escrowed Proceeds will be returned to the holders of the Subscription Receipts and the Subscription Receipts will be cancelled.

See *"Particulars of Matters to be Acted Upon at the Meeting – The Arrangement – Subscription Receipt Financing"*.

Financial Information and Management's Discussion and Analysis

Financial Statements and Management's Discussion and Analysis for the fiscal years ended December 31, 2019 and December 31, 2020 and three and six months ended June 30, 2021 and 2020, are attached as Appendix "I" – *"Financial Statements of Crystal Peak"* and Appendix "J"– *"Management's Discussion and Analysis of Crystal Peak"*, respectively, to this Information Circular.

The following table sets out certain financial information for Crystal Peak for the most recently completed financial year ended December 31, 2020 and the most recently completed interim period ended June 30, 2021:

Select Financial Information

	As at December 31, 2020	**As at June 30, 2021**
Total Assets	C$362,734	C$208,583
Total Liabilities	C$27,475	C$14,167
Net loss and comprehensive loss	C$(144,490)	C$(71,701,120)
Amounts deferred in connection with the Arrangement	Nil	Nil

Description of the Securities

Crystal Peak has an authorized capital consisting of an unlimited number of Crystal Peak Shares, non-voting common shares and Preference Shares. The following table sets forth Crystal Peak's capital structure as of the date of this Information Circular.

Crystal Peak Securities	Authorized	Outstanding
Crystal Peak Shares (Voting Common Shares)	Unlimited	178,222,314
Crystal Peak Non-Voting Common Shares	Unlimited	Nil
Crystal Peak Preference Shares	Unlimited	Nil
Crystal Peak Options	10%[(1)]	2,045,067
Crystal Peak RSUs		60,000

Note:

(1) The Crystal Peak Option Plan provides that the total number of Crystal Peak Options reserved for issuance by the Crystal Peak Board will not exceed ten percent (10%) of the issued and outstanding Crystal Peak Shares.

In completing the Arrangement, Crystal Peak will be required to issue Crystal Peak Shares. Holders of Crystal Peak Shares are entitled to receive notice of any meeting of shareholders of Crystal Peak and to attend and to cast one vote per Crystal Peak Share at all such meetings. Holders of Crystal Peak Shares are entitled to receive dividends, if any, as and when declared by the Crystal Peak Board in its discretion. Upon the liquidation, dissolution or winding up of Crystal Peak, holders of Crystal Peak Shares are entitled to receive on a *pro rata* basis the net assets of Crystal Peak, in each case subject to the rights, privileges, restrictions and conditions attaching to any other series or class of shares ranking senior in priority to the holders of Crystal Peak Shares with respect to dividends or liquidation. The Crystal Peak Shares do not carry any pre-emptive, subscription, redemption or conversion rights.

Equity Incentive Plans

Crystal Peak Option Plan

The Crystal Peak Option Plan (the "**Option Plan**") provides that up to 10% of the issued and outstanding common shares of Crystal Peak (the "**Common Shares**") from time to time may be reserved for issue upon the exercise of options granted.

The purpose of the Option Plan is to attract, retain, and motivate directors, officers, employees, and other service providers by providing them with the opportunity, through share options, to acquire a proprietary interest in the Corporation and benefit from its growth.

The options are non-assignable and may be granted for a term not exceeding five years. Options may be granted to directors, officers, employees, and other service providers subject to the rules and regulations of applicable regulatory authorities and any Canadian stock exchange upon which the Common Shares may be listed or may trade from time to time. The total number of Common Shares that may be reserved for issuance to any one individual under the Option Plan within any one-year period shall not exceed 5% of the outstanding issue.

The maximum number of Common Shares that may be reserved for issuance to insiders under the Option Plan, any other employee stock option plans, or options for services, shall be 10% of the Common Shares issued and outstanding at the time of the grant (on a non-diluted basis). The maximum number of Common Shares which may be issued to insiders under the Option Plan, together with any other previously established or proposed share compensation arrangements, within any one-year period shall be 10% of the outstanding issue. The maximum number of Common Shares that may be issued to any one insider and his associates under the Option Plan, together with any other previously established or proposed share compensation arrangements, within a one-year period shall be 5% of the Common Shares outstanding at the time of the grant (on a non-diluted basis).

The maximum number of stock options that may be granted to any one consultant under the Option Plan, any other employee stock option plans, or options for services, within any 12-month period, must not exceed 2% of the Common Shares issued and outstanding at the time of the grant (on a non-diluted basis). The maximum number of stock options which may be granted to any persons performing investor relations services under the Option Plan, any other employee stock option plans or options for services, within any 12-month period must not exceed, in the aggregate, 2% of the Common Shares issued and outstanding at the time of the grant (on a non-diluted basis). The exercise price of options

issued may not be less than the fair market value of the Common Shares at the time the option is granted, less any allowable discounts.

Crystal Peak Restricted Share Unit Plan

The Board adopted a restricted share unit plan (the "**RSU Plan**") on May 12, 2017, and it was ratified by disinterested shareholders on June 20, 2017. The RSU Plan provides for the issue of Common Shares to participants for the purpose of advancing the interests of the Corporation through the motivation, attraction, and retention of officers, employees, consultants, and directors of the Corporation and its affiliates and to secure for the Corporation and the Crystal Peak Shareholders the benefits inherent in the ownership of Common Shares by key officers, employees, consultants, and directors of the Corporation and its affiliates; it being recognized generally that restricted share plans aid in attracting, retaining, and encouraging employees and directors due to the opportunity offered to them to acquire a proprietary interest in the Corporation.

Under the RSU Plan, eligible participants will be issued Crystal Peak RSUs from time to time that each represent the right to receive one Common Share in consideration for past performance upon expiry of an applicable restricted period. Each grant of Crystal Peak RSUs will be reflected in an agreement that sets out the applicable restricted period for those Crystal Peak RSUs, as determined by the Board or Compensation Committee, if the Board delegates the Compensation Committee authority to grant such Crystal Peak RSUs.

Upon the termination or resignation of an eligible participant, Crystal Peak RSUs that were subject to a restricted period would terminate without settlement for Common Shares, except as explicitly provided otherwise by the Board.

Below is a summary of certain provisions, which is qualified in its entirety by the full text of the RSU Plan available on SEDAR under Crystal Peak's issuer profile:

(a) The aggregate maximum number of Common Shares available for issuance from treasury shall not exceed 19,000,000 Common Shares.

(b) The maximum number of Common Shares issuable to Insiders, at any time, pursuant to the RSU Plan and any other security-based compensation arrangements of the Corporation, including the Option Plan, is 10% of the total number of Common Shares then outstanding.

(c) In no event can an issuance of Crystal Peak RSUs, when combined with any grants made pursuant to any other share-based compensation plan result in:

  (i) any one person being granted such number of share-based compensation awards equaling or exceeding 5% of the issued shares of the Corporation, calculated on the date an option/RSU is granted to the person (unless the Corporation has obtained the requisite approval of disinterested shareholders);

  (ii) any one consultant in a 12-month period being granted such number of share-based compensation awards equaling or exceeding 2% of the issued shares of the Corporation, calculated at the date the share-based compensation is granted to the consultant; and

  (iii) all persons retained to provide "Investor Relations Activities" being granted such number of share-based compensation awards equaling or exceeding 2% of the issued shares of the Corporation in any 12-month period, calculated on the date share-based compensation is granted to any such person.

(d) The maximum term for Crystal Peak RSUs to vest is up to ten (10) years but may be such shorter term as the Corporation chooses.

(e) In the event of a change of control, if a participant is terminated for other than cause or asked to resign from the Board, then all Crystal Peak RSUs outstanding will vest immediately.

(f) A grant letter is to be prepared for each grant of Crystal Peak RSUs setting out the terms of the awards, including any vesting provisions. The awards are then issued in the form of Common Shares from treasury upon the completion of the vesting provisions.

Resulting Issuer Equity Incentive Compensation Plan

The Resulting Issuer Equity Incentive Compensation Plan, a copy of which is attached as Appendix "E" – *"Equity Incentive Compensation Plan"* to this Information Circular, is proposed to be adopted for the Resulting Issuer. Pursuant to Policy 4.4 – *Incentive Stock Options of the Exchange*, Crystal Peak Shareholders will be asked to consider and, if deemed advisable, pass, with or without variation, an ordinary resolution approving the Resulting Issuer Equity Incentive Compensation Plan at the Meeting.

A description of the key terms of the Resulting Issuer Equity Incentive Compensation Plan, which is qualified in its entirety by reference to the full text of the Resulting Issuer Equity Incentive Compensation Plan, is set forth in Appendix "H" – *"Information Concerning the Resulting Issuer"* under the heading *"Equity Incentive Compensation Plan – Approval of the Resulting Issuer Equity Incentive Compensation Plan"*.

If the Omnibus Equity Incentive Plan Resolution is approved by Shareholders and the Arrangement is completed, then the Resulting Issuer Equity Incentive Compensation Plan will be authorized to be implemented by the Resulting Issuer. Completion of the Arrangement is not conditional upon approval of the Omnibus Equity Incentive Plan Resolution.

Market Price and Trading Volume Information

Crystal Peak Shares are listed on the NEX Board of the Exchange under the symbol "CPM.H" and on the OTC Pink Sheets under the symbol "CPMMF".

The following table summarizes the range of high and low sales prices (which are not necessarily the closing prices) and the aggregate trading volumes of Crystal Peak Shares traded on the Exchange for each of the periods indicated:

Date	High (C$)	Low (C$)	Volume
Q3 2021	N/A	N/A	Nil
Q2 2021	N/A	N/A	Nil
Q1 2021	$0.025	$0.01	8,251,800
Q4 2020	$0.015	$0.005	6,135,398
Q3 2020	$0.045	$0.005	6,752,573
Q2 2020	$0.055	$0.030	575,054
Q1 2020	$0.065	$0.010	2,305,768
Q4 2019	$0.145	$0.050	4,039,096
Q3 2019	$0.155	$0.100	626,612
Q2 2019	$0.190	$0.120	741,554
Q1 2019	$0.205	$0.160	611,916

The following table summarizes the range of high and low sales prices (which are not necessarily the closing prices) and the aggregate trading volumes of Crystal Peak Shares traded on the OTC Pink Sheets for each of the periods indicated:

Date	High (USD $)	Low (USD $)	Volume
Q3 2021	N/A	N/A	Nil
Q2 2021	N/A	N/A	Nil

Date	High (USD $)	Low (USD $)	Volume
Q1 2021	$0.016	$0.005	918,039
Q4 2020	$0.013	$0.0005	3,073,789
Q3 2020	$0.035	$0.004	1,644,067
Q2 2020	$0.037	$0.017	589,882
Q1 2020	$0.050	$0.010	2,705,010
Q4 2019	$0.110	$0.035	2,227,354
Q3 2019	$0.122	$0.080	1,142,712
Q2 2019	$0.150	$0.088	942,800
Q1 2019	$0.160	$0.120	1,081,056

The closing price of Crystal Peak Shares on February 19, 2021, the day of the public announcement of the execution of the Arrangement Agreement, was C$0.02 per Crystal Peak Share on the Exchange and USD $0.0158 on the OTC Pink Sheets. The Crystal Peak Shares have been halted since the announcement of the Arrangement Agreement, and it is expected that they will remain halted until, at the earliest, the completion of the proposed Arrangement.

Prior Sales

Other than the Subscription Receipts issued pursuant to the Financing, Crystal Peak has not issued any securities during the 12-month period prior to the date of this Information Circular. See "*General Development of the Business – Financing*".

Executive Compensation

The following disclosure of executive compensation is made in accordance with the requirements of NI 51-102 and Exchange Form 3D1. For the purposes of Exchange Form 3D1, disclosure is required to be made for Crystal Peak's CEO, CFO and three most highly compensated executive officers. As of the date of this Information Circular, Crystal Peak has four directors, being Mr. Herbert Scruggs, Mr. Daniel Basse, Mr. De Lyle Bloomquist and Mr. Robert Curtis.

Compensation Discussion and Analysis

The following table presents information concerning all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, to each NEO and director by Crystal Peak and its subsidiaries for services in all capacities to Crystal Peak during the two most recently completed financial years. Unless otherwise indicated, all dollar amounts in the below table are presented in U.S. dollars.

Table of Compensation Excluding Compensation Securities

Name and Position	Year	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Option-based awards ($)	Value of all Other Compensation ($)	Total Compensation ($)
Herbert Scruggs, *Director*	2020	nil	nil	nil	nil	nil	nil
	2019	nil	nil	63,750	nil	nil	63,750
Daniel Basse, *Director*	2020	nil	nil	nil	nil	nil	nil
	2019	nil	nil	57,500	nil	nil	57,500
De Lyle Bloomquist, *Director*	2020	nil	nil	nil	nil	nil	nil
	2019	nil	nil	62,500	nil	nil	62,500

Table of Compensation Excluding Compensation Securities

Name and Position	Year	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Option-based awards ($)	Value of all Other Compensation ($)	Total Compensation ($)
Robert Curtis, *Director*	2020	nil	nil	nil	nil	nil	nil
	2019	nil	nil	52,500	nil	nil	52,500
Donald Carroll[(1)], *Director*	2020	nil	nil	nil	nil	nil	nil
	2019	nil	nil	52,500	nil	nil	52,500
Roderick Lyle[(1)], *Director*	2020	nil	nil	nil	nil	nil	nil
	2019	nil	nil	52,500	nil	nil	52,500
Blake Measom, *Chief Financial Officer*	2020	236,131	nil	nil	nil	371,294	607,425
	2019	225,000	nil	nil	12,188	17,422	254,610
John Mansanti,[(2)] *Chief Executive Officer*	2020	274,692	nil	nil	nil	24,595	299,287
	2019	350,000	nil	nil	19,500	16,344	385,844
Dean Pekeski[(3)], *Interim Chief Executive Officer*	2020	60,000	nil	nil	nil	nil	60,000
Woods Silleroy, *Corporate Secretary*	2020	198,379	nil	nil	nil	213,144	411,523
	2019	175,000	nil	nil	6,094	nil	189,892

Notes:

(1) Mr. Donald Carroll and Mr. Roderick Lyle both resigned from the Board effective Oct. 19, 2020, concurrently with the corporate restructuring.
(2) Mr. John Mansanti resigned as Chief Executive Officer effective Aug. 31, 2020.
(3) Mr. Dean Pekeski was appointed Interim Chief Executive Officer effective Sept. 1, 2020.

Exercise of Compensation Securities

During the 2020 financial year, there were no exercises of compensation securities by any NEO or director.

Employment, Consulting and Management Agreements

There are no formal employment, consulting or management agreements. The NEO's and the directors operate under informal arrangements.

Oversight and Description of Director and NEO Compensation

Crystal Peak has no pension arrangements with any of its directors, NEO's or other employees.

Compensation of Directors and NEOs

The Corporation established a Compensation Committee on May 12, 2011 to ensure that the Corporation has a compensation program that is both motivational and competitive while meeting the objectives of the Corporation. The Corporation has adopted a charter for the Compensation Committee. The charter provides that the primary function of the Compensation Committee is to assist the Board in fulfilling its oversight responsibilities by:

(a) Reviewing, approving, and recommending to the Board salary, bonus, and other benefits, direct or indirect, and any change of control packages of the Chief Executive Officer and other members of the senior management team;

(b) Administering the Corporation's compensation plans, including the Option Plan and RSU Plan, and other such compensation plans or structures as are adopted by the Corporation from time to time; and

(c) Reviewing trends in employment benefits and periodically review and adjust the Corporation's policies in the area of management benefits and perquisites.

The Compensation Committee is composed of two directors who meet as often as the committee deems reasonably necessary. The members of the Compensation Committee are Messrs. Basse (Chair) and Bloomquist. The Board believes that, by virtue of their collective past experience as officers of various mining and financial companies, and their experience in corporate governance, the Compensation Committee has the diversity of skills needed to make informed and independent decisions on compensation matters for the Corporation. During the most recent fiscal year, the Compensation Committee met and corresponded regularly on compensation matters.

Risk Management

During the financial year ended December 31, 2020, neither the Board nor a committee of the Board considered the implications of the risks associated with the Corporation's compensation policies and practices. However, the Corporation believes its compensation policies alleviate risk by having a balance of short term and long-term compensation.

Compensation Consultants and Advisors

The Corporation did not retain any compensation consultants or advisors during the financial years ended December 31, 2020 or December 31, 2019.

Benchmarking

In setting compensation for the executive officers and directors, the Compensation Committee reviewed compensation paid to other executive officers and directors in the industry. The Compensation Committee intends to continue this practice in the future to gauge if its compensation is competitive in the marketplace. The Compensation Committee also intends to monitor the particular individual's achievement of the Corporation's objectives for the previous financial year on a going forward basis when considering compensation. It is also the intention that the Compensation Committee will review on an annual basis the compensation of the Board.

The following table sets out the comparator group considered by the Compensation Committee for the financial year ended December 31, 2020:

Comparative Company	Category Company	Head Office Location
SOPerior Fertilizer Corp.	Resource Industry	Toronto, Ontario
Belgravia Capital International	North American Resource Industry	Toronto, Ontario
Highfield Resources	Resource Industry	Pamplona, Spain

Hedging Policy

NEOs and directors of the Corporation are not permitted to purchase financial instruments of any kind that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by an NEO or a director.

Pension disclosure

Crystal Peak has no pension arrangements with any of its directors, NEO's or other employees.

Indebtedness of Directors and Senior Officers

No director or senior officer of Crystal Peak has been indebted to Crystal Peak, at any time during the most recently completed financial year in connection with the purchase of Crystal Peak Shares or for any other reason.

Interest of Management and Others in Material Arrangements

Other than as described elsewhere in this Information Circular, none of the directors or executive officers of Crystal Peak or a subsidiary at any time within the three year period prior to the date of this Information Circular, nor any person who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than ten percent (10%) of the issued and outstanding Crystal Peak Shares, nor the associates or Affiliates of those persons, has any material interest, direct or indirect, by way of Beneficial Ownership of securities or otherwise, in any transaction or proposed transaction which has materially affected or would materially affect Crystal Peak.

Expenses

Crystal Peak estimates that the total amount of cash required to pay all fees, expenses and other related amounts incurred by it in connection with the Arrangement will be approximately C$300,000.

Management Contracts

Management functions of Crystal Peak are generally performed by directors and executive officers of Crystal Peak and not, to any substantial degree, by any other person to whom Crystal Peak has contracted.

Non-Arm's Length Transactions

During the 24 months preceding the date of this Information Circular, Crystal Peak has not acquired or received any assets or services from any of its directors, officers or principal securityholders, with the exception of: (i) the payment or accrual of director fees to Crystal Peak's directors and management fees to the Chief Executive Officer as set out in Crystal Peak's financial statements and management discussion and analysis for the years ended December 31, 2020 and 2019; and (ii) the subscriptions by directors and senior officers for Crystal Peak Shares as set out under the heading *"Prior Sales"* above.

Arm's Length Transaction

The Arrangement is an Arm's Length Transaction and does not constitute a Related Party Transaction.

Legal Proceedings

There are no legal proceedings to which Crystal Peak is a party or of which any of its property is the subject matter, nor are any such proceedings known to Crystal Peak to be contemplated.

Auditors, Transfer Agent and Registrar

The auditors of Crystal Peak are PricewaterhouseCoopers LLP. It is proposed that as an item of business of the Meeting, MNP LLP will be nominated to be appointed as the auditors of the Resulting Issuer following the completion of Arrangement. See *"Particulars of Matters to be Acted Upon at the Meeting – Appointment of Auditors"*.

The registrar and transfer agent for Crystal Peak Shares is TSX Trust Company at its office at 301-100 Adelaide Street West, Toronto, Ontario, M5H 4H1, Canada.

Material Contracts

The following are the material contracts entered into by Crystal Peak, other than contracts entered into in the ordinary course of Crystal Peak's business. The contracts may be inspected without charge at the office of Crystal Peak during normal business hours until the date of Closing and for a period of thirty (30) days thereafter:

(a) Arrangement Agreement (see *"Arrangement Agreement"*);

(b) Subscription Receipt Agreement (see "*Subscription Receipt Financing – Subscription Receipt Agreement*"); and

(c) Agency Agreement (see *"Glossary"*)

APPENDIX "G"
INFORMATION CONCERNING WESTERN EXPLORATION LLC

Information Concerning Western Exploration LLC as of November 12, 2021.

The following information concerning Western Exploration should be read in conjunction with the information concerning Western Exploration and the Aura Project appearing elsewhere in the Information Circular. Capitalized terms used but not otherwise defined in this Appendix "G" – *"Information Concerning Western Exploration LLC"* shall have the meaning ascribed to them in the Information Circular. See *"Glossary"*.

CORPORATE STRUCTURE

Name, address and incorporation

Western Exploration LLC was originally incorporated in the state of Nevada on July 11, 1997 as Western Exploration, Inc. In September 2013, a conversion was executed pursuant to Nevada Revised Statue 92A.105 whereby Western Exploration Inc. was converted into a limited liability company.

Western Exploration's registered and head offices are located in the United States at Suite 140, 121 Woodland Avenue in Reno, Nevada.

In connection with the Arrangement and prior to the Effective Time, Western Exploration is expected to amend and restate its operating agreement to effect the Western Exploration Reorganization (as defined herein). The Western Exploration Reorganization will be undertaken to reclassify the various classes of units of Western Exploration which are issued and outstanding into a single class of membership interest, being the New Western Units. Following the completion of the Western Exploration Reorganization, and prior to giving effect to the Western Exploration Membership Interest Exchange, it is anticipated that there will be (i) an aggregate of 29,509,468 New Western Units outstanding prior to giving effect to the Agnico Royalty Conversion, and (ii) an aggregate of 27,695,624 New Western Units outstanding after giving effect to the Agnico Royalty Conversion. See "*Business of Western Exploration – Anticipated Events".*

Intercorporate Relationship

As a result of Western Exploration's conversion to a limited liability company, the outstanding shares of Western Exploration's capital stock were cancelled and Western Exploration's sole shareholder, Western Exploration Holding Company, became the sole member of the resulting entity, Western Exploration LLC, and received ownership interests in Class B units valued at USD $3,333,333. On the conversion date, Western Exploration LLC and Golkonda LLC executed a unit purchase agreement for 3,000 Class A Western Units at USD $1,000 per unit for total consideration of USD $3,000,000. An additional 2,000 Class A Western Units at USD $1,000 were purchased subsequent to closing, and Golkonda LLC became the manager of Western Exploration. The unit purchase agreement also gave Golkonda LLC the option to purchase up to 2,778 additional Class A Western Units for a period of four years at the purchase price of USD $3,600 per Class A Western Unit. Contributions under the said unit purchase agreement were completed in 2015, for total consideration of USD $10,000,800. Upon notification to all members, additional capital contributions are permissible under the amended and restated LLC agreement.

BUSINESS OF WESTERN EXPLORATION

Western Exploration is engaged in the business of exploration, acquisition, development and mining (if warranted) of precious metal and other mineral deposits in the State of Nevada. Western Exploration's projects are conducted pursuant to claims, leases, permits, and licenses granted by appropriate authorities or on fee land owned by Western Exploration. In the future, when deemed appropriate, certain projects may be pursued on a joint venture basis to share the associated risk and to assist in the project funding.

As of the date of this Information Circular, Western Exploration's only material mineral property is the Aura Project, for which disclosure is provided below.

Recent History and General Development of the Business

2021 Fiscal Year - Events to Date

On February 19, 2021 Western Exploration announced that it had entered into the Arrangement Agreement with Crystal Peak, outlining the terms upon which, among other things, Western Exploration will "go public" by way of a "reverse take-over" of Crystal Peak under the policies of the TSXV. See the heading "*Arrangement Agreement*" in this Information Circular.

In connection with the Arrangement, Western Exploration had entered into an engagement letter dated February 19, 2021 with Canaccord Genuity Corp., as the lead agent on behalf of the Agents, in respect of a "best efforts" private placement offering of Subscription Receipts for gross proceeds of up to C$1,000,000. On October 13, 2021, Crystal Peak completed the Financing, for aggregate gross proceeds C$5,959,680. See "*Subscription Receipt Financing*" in the Information Circular.

Upon completion of the Arrangement, the holders of Western Exploration membership interests (including, the former holders of the Promissory Notes and Coral Reef Capital LLC following the completion of the Western Exploration Debt Settlement) are expected to hold 27,695,624 Resulting Issuer Shares (for certainty, after giving effect to the Consolidation).

On July 12, 2021, Crystal Peak and Western Exploration amended the Arrangement Agreement to, among other things, (i) extend the outside date to complete the Arrangement to October 29, 2021, (ii) stipulate that Crystal Peak will receive C$1.3 million of aggregate value at an offering price of C$2.65 for the concurrent financing, and (ii) revise the ratio for completing the Consolidation to 1 post-Consolidation Crystal Peak Share for each 363.3 pre-Consolidation Crystal Peak Shares.

2021 Capital Raise by Promissory Notes

On June 9, 2021, Western Exploration issued a series of promissory notes (the "**Promissory Notes**") evidencing indebtedness in the aggregate amount of C$275,000 to certain officers and directors of Western Exploration. Under the terms of the Promissory Notes, Western Exploration promised to pay, to the order of the noteholder or its registered assigns, the principal amount or such lesser amount as shall equal the outstanding principal amount thereof, together with simple interest from the date of the Promissory Note on the unpaid principal amount thereof at a rate equal to 15% per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. Unless the Promissory Notes are earlier converted in accordance with the provisions thereof, all unpaid principal amount, together with any then accrued but unpaid interest thereon and any other amounts payable thereunder, shall be due and payable on the earliest to occur of (i) fifteen days following the demand of the holder thereof, which demand may not be made earlier than June 9, 2022, (ii) the occurrence of an event or default thereunder, or (iii) such other time as expressly provided for in the Promissory Notes.

Pursuant to the terms of the Promissory Notes, Western Exploration may extend the maturity of all of the Promissory Notes to June 9, 2023 upon providing notice to the holders of the Promissory Notes prior to the original maturity date. In the event that Western Exploration exercises such right, then Western Exploration must pay an extension fee to each holder equal to 5% of the principal amount of such holder's Promissory Note, which extension fee must be paid on the original maturity date of the Promissory Notes.

As at June 30, 2021, the aggregate principal amount and accrued and unpaid interest outstanding on the Promissory Notes was C$295,496. Western Exploration and each of the holders of the Promissory Notes are expected to enter into one or more agreements prior to Closing, in order to provide for the conversion of the aggregate principal amount and accrued and unpaid interest outstanding on the Promissory Notes into units of Western Exploration prior to the completion of the Western Exploration Membership Interest Exchange. The aforesaid conversion is intended to result in each former holder of Promissory Notes holding (for greater certainty, following the completion of the Western Exploration Membership Interest Exchange and immediately upon Closing), for each C$2.65 in principal amount and accrued and unpaid interest so converted, one Resulting Issuer Share.

2021 Sale of Rights to Marigold Mining

On October 5, 2021, Western Exploration and Marigold Mining Company ("**Marigold**") completed a purchase and sale agreement for a top up resource ounce discovery payment and royalty on the Section 6 property adjacent the Marigold mine see *"Trout Creek Property Acquisition and Subsequent Sale"* below. Western Exploration received a total consideration of USD $1,650,000 as a result of the sale.

2021 Agnico Royalty Conversion

Effective November 12, 2021, Western Exploration and Agnico Eagle (USA) Limited ("**Agnico**") entered into a redemption agreement (the "**Agnico Redemption Agreement**") pursuant to which, *inter alia*, Western Exploration agreed to purchase for cancellation, following the completion of the Western Exploration Reorganization (such date being the "**Agnico Redemption Date**"), an aggregate of 2,358,490 New Western Units in exchange for a 1% net smelter returns royalty on the Aura Project (the "**Agnico Royalty**"), subject to the Buyback Option (as defined below).

In connection with the foregoing, Agnico and Western Exploration have agreed to enter into a royalty agreement effective on the Agnico Redemption Date, pursuant to which Western Exploration granted to Agnico the Agnico Royalty. The Agnico Royalty is subject to limited time buyback right in favour of Western Exploration (the "**Buyback Option**") entitling Western Exploration to repurchase 100% of the Agnico Royalty at any time on or before the 11th year anniversary of Agnico Redemption Date, in exchange for the following cash consideration: (i) C$5,000,000 if the Buyback Option is exercised on or before the second anniversary of the Agnico Redemption Date; (ii) C$5,000,000 plus C$500,000 from the day of the second anniversary after the Agnico Redemption Date, and increasing by C$500,000 annually thereafter, to a maximum purchase price of C$9,000,000, if the Buyback Option is exercised from the day after the second anniversary of the Agnico Redemption Date to the tenth anniversary date of the Agnico Redemption Date, and (iii) C$10,000,000, if the Buyback Option is exercised after tenth anniversary of the Agnico Redemption Date and on or before the eleventh anniversary of the Agnico Redemption Date.

Further, as additional consideration for Agnico's undertakings under the Agnico Redemption Agreement, Western Exploration issued to Agnico, concurrently with the execution and delivery of the Agnico Royalty Agreement, unit purchase warrants (the "**Agnico Warrants**") to purchase an aggregate of 748,668 Western Units, with each such warrant exercisable at any time prior to May 15, 2023 at an exercise price of USD $2.67 per Western Unit.

The transaction described above was structured to ensure that Agnico's ownership interest in the Resulting Issuer remains below 20% (on a partially-diluted basis) immediately following the Closing. Immediately prior to the completion of the Western Exploration Reorganization (and for greater certainty, prior to taking into account Agnico's entitlement to additional Western Units (as defined below) on account of the Western Waterfall Distribution), Agnico is expected to hold an aggregate of 2,485.49 Class A membership units of Western Exploration (the "**Class A Western Units**"), and 993.00 Class A-1 membership units of Western Exploration (the "**Class A1 Western Units**", and together with the Class A Western Units, the "**Western Units**"), representing an ownership interest of approximately 15.9% the outstanding Western Units.

Pursuant to the Western Waterfall Distribution, Agnico is expected to be entitled to receive an additional Western Units, such that, following the completion of the Western Waterfall Distribution and the Western Exploration Reorganization, Agnico is expected to hold an aggregate of 7,800,681 New Western Units. After taking into account the Western Waterfall Distribution, and immediately following the completion of the transaction described above, the number of Western Units held by Agnico is expected to be reduced to an aggregate of 5,442,191 New Western Units. Based on the foregoing, immediately following the Closing, Agnico is expected to hold (i) an aggregate of 5,442,191 Resulting Issuer Shares, representing an ownership interest of approximately 17.9% the outstanding Resulting Issuer Shares (on an undiluted basis), and (ii) Resulting Issuer Warrants exercisable to acquire an aggregate of 748,668 Resulting Issuer Shares, which, together with the 5,442,191 Resulting Issuer Shares held by Agnico, is expected to represent an ownership interest of approximately 19.9% the outstanding Resulting Issuer Shares (on a partially diluted basis).

The Agnico Redemption Agreement contemplates that, upon the completion of the Arrangement, the Resulting Issuer will enter into an investor rights agreement with Agnico Eagle Mines Limited, which will provide Agnico Eagle Mines

Limited with, among other things, certain board nomination and participation rights. For further details, see Appendix "H" – *"Information Concerning the Resulting Issuer"*.

COVID-19

The global outbreak of the COVID-19 pandemic continues to have a significant impact on businesses through the restrictions put in place by the Canadian and U.S. governments regarding travel, business operations and isolation/quarantine orders. At this time, it is unknown the extent of the impact the COVID-19 pandemic outbreak may have on Western Exploration as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the ultimate geographic spread of the disease, and the duration of the outbreak, including the duration of travel restrictions, business closures or disruptions, and quarantine/isolation measures that are currently, or may be put, in place by the U.S. government or local state authorities, and other countries to fight the virus. While the extent of the impact is unknown, Western Exploration anticipates this outbreak may cause supply chain disruptions, and staff shortages, all of which may negatively impact Western Exploration's business and financial condition. As a result of the COVID-19 pandemic, Western Exploration employed new standards of operation and safety at its field sites. Western Exploration formally adopted the Association of Mineral Exploration in British Columbia's "COVID-19 Exploration Fieldwork Safety Guidelines". The guidelines define best practices for preventing and controlling the spread of COVID-19 in a remote exploration environment. Western Exploration requires all contractors and employees to self-monitor their health at all times and not report to work if they have any associated symptoms. In addition, Western Exploration monitors and records all employees' temperatures daily, has a one person to room policy, completes sanitization of all work and living areas regularly, and limits office and works space to employees only.

Fiscal Year Ended December 31, 2020

2020 Capital Raises by Subscription Agreement

In May 2020, Agnico, entered into an agreement with Western Exploration to subscribe for a total of 3,011 Class A Western Units for gross proceeds of USD $9 million. The investment was to be made in three tranches as follows:

(a) First Tranche – USD $3 million through the issuance of 1,096 Class A Western Units;

(b) Second Tranche – USD $3 million through the issuance of 1,096 Class A Western Units; and

(c) Third Tranche – USD $3 million through the issuance of 819 Class A Western Units.

As part of the agreement, Western Exploration was required to use the proceeds raised as follows:

(a) First Tranche – A minimum of USD $2.6 million is to be used on exploration expenses at the Gravel Creek Property;

(b) Second Tranche – A minimum of USD $2.7 million is to be used on exploration expenses at the Gravel Creek Property; and

(c) Third Tranche – A minimum of USD $2.7 million is to be used on exploration expenses at the Gravel Creek Property.

The first tranche was completed on May 15, 2020 and the second tranche was completed on September 2, 2020, resulting in the issuance of 2,192 Class A Western Units.

On June 9, 2020, Western Exploration entered into a subscription agreement with one of its members, Golkonda LLC. A total of 110.33 new Class A Western Units were issued for gross proceeds of USD $302,000.

On July 25, 2020, the board of directors authorized Western Exploration to issue the remaining units to certain board and management members in settlement outstanding indebtedness. Western Exploration issued 66.47 Class A Western

Units to Mr. Darcy Marud for USD $125,700 and USD $56,200 in deferred compensation from 2019. In addition, 150.17 Class A Western Units were issued to Coral Reef Capital, to reduce the debt owed by Western Exploration by USD $411,057.

On August 4, 2020, Western Exploration entered into a subscription agreement with one of its members, Golkonda LLC. A total of 38.36 new Class A Western Units were issued for gross proceeds of USD $105,000.

On October 9, 2020, Western Exploration signed an amendment to the subscription agreement with Agnico. The agreement amended the subscription agreement signed between the parties in May 2020 by dividing the Tranche 3 payment into the "Initial Third Tranche" payment and the "Final Third Tranche" payment. The "Initial Third Tranche" payment is for USD $1,000,000 and was due on or before October 26, 2020, and the "Final Third Tranche" payment is for USD $2,000,000 and is due 30 days after the "Initial Third Tranche" payment or when all assays from Tranche 2 drilling are received. Agnico had the right to cancel the "Final Third Tranche" payment by giving Western Exploration written notice 10 days before the payment is due.

The "Initial Third Tranche" payment was made on October 23, 2020 and Western Exploration issued 273 Class A shares to Agnico.

Pursuant to the Agnico Redemption Agreement, Agnico subsequently relinquished its rights to subscribe for shares in the "Final Third Tranche".

COVID-19

See *"COVID-19"*, above.

Year Ended December 31, 2019

Trout Creek Property Acquisition and Subsequent Sale

The Trout Creek project was acquired by Western Exploration through a mineral lease agreement entered into with IL Minerals in 1997 (the "**Original Mineral Lease Agreement**"). Doby George LLC became the owner of the properties in the Original Mineral Lease Agreement in 2002 and a new mineral lease agreement was entered into which included the Trout Creek properties and was subsequently amended and restated in 2008 with an expiration date of December 31, 2021 (the "**Revised Mineral Lease Agreement**"). In 2012, Doby George LLC sold the majority of the fees land in the Revised Mineral Lease Agreement to Elko Land and Livestock Co ("**EELCO**") but retained the interest in the Trout Creek properties and entered into a new mineral lease agreement with Western Exploration (the "**Current Mineral Lease Agreement**"). Under the Current Mineral Lease Agreement, Western Exploration was granted a lease on four fee parcels totaling 280 acres. In 2013, the Current Mineral Lease Agreement was amended to include a release of property and forgiveness of debt between Doby George LLC and Western Exploration. The Current Mineral Lease Agreement, as amended, transferred the two northern parcels back to Doby George LLC in exchange for the forgiveness of debt owed. The Current Mineral Lease Agreement, as amended, allowed for the purchase of the two remaining parcels for mineral development and production upon the completion of a mineral resource report. The purchase price was equivalent to current value for nearby ranch land.

Between the years 1998 and 2008, Western Exploration drilled 12 reverse circulation ("**RC**") holes and one core hole in the parcel and in 2018, Western Exploration engaged Mine Development Associates ("**MDA**") of Reno Nevada to complete a resource estimate.

In January 2019, Western Exploration bought the remaining property and water rights from Doby George LLC for USD $100,000. Subsequently, on January 30, 2019, the property and water rights were sold to Marigold Mining Company for USD $1,050,000, with a future variable net smelter return royalty and maximum top-up payment of USD $4,000,000. The net smelter royalty is to be calculated on produced ounces as follows:

NSR	Au Price
0%	<USD $1,350.00
0.5%	USD $1,350.01 – USD $1,749.99
1.0%	>USD $1,750.00

A one-time top-up payment (the "**Top-Up**") will be calculated at USD $20 per NI 43-101 compliant measured, indicated, or inferred mineral resource contained gold ounce above 75,000 gold ounces. There is no guarantee as to when or if the royalty and Top-Up payment will be made.

2019 Capital Raises by Subscription Agreement

On October 28, 2019, Western Exploration entered into a subscription agreement with one of its members and issued 7.49 Class A Western Units at a price of USD $5,340.71 per unit for gross proceeds of USD $39,988.

On August 8, 2019, Agnico exercised their right to participate *pro rata* in any unit issuances, and as a result, Western Exploration issued 20.49 Class A Western Units at a price of USD $5,340.71 per unit for gross proceeds of USD $109,443.

On June 18, 2019, Western Exploration entered into a subscription agreement with one of its members and issued 28.09 Class A Western Units at a price of USD $5,340.71 per unit for gross proceeds of USD $150,000.

On March 29, 2019, the board of directors of Western Exploration extended the capital raise initiated on October 31, 2018 for an additional three months, to June 30, 2019, with the same terms and conditions as previously approved.

On January 30, 2019, Western Exploration entered into a subscription agreement with Silver Standard US Holdings Inc., and issued 187.24 Class A Western Units at a price of USD $5,340.71 per unit for gross proceeds of USD $1,000,000.

On January 25, 2019, Western Exploration entered into a subscription agreement with one of its members, and issued 12.92 Class A Western Units at a price of USD $5,340.71 per unit for gross proceeds of USD $69,000.

Year Ended December 31, 2018

On November 28, 2018, Western Exploration entered into a subscription agreement with one of its members and issued 47.75 Class A Western Units at a price of USD $5,340.71 per unit for gross proceeds of USD $255,000.

On October 31, 2018, the board of directors of Western Exploration authorized Western Exploration to commence a non-brokered private placement of Class A Western Units. The private placement was for a maximum of 1,310.69 Class A Western Units at a price of USD $5,340.71 per unit to be completed by subscription agreement with Western Exploration. The offer was originally open until March 31, 2019, until later extended to June 30, 2019.

On May 23, 2018, Western Exploration entered into a subscription agreement with one of its members and issued 102.98 Class A Western Units at a price of USD $5,340.71 per unit for total gross proceeds of USD $550,000.

Anticipated Events

The implementation of the Arrangement is subject to the completion of certain preliminary steps, each of which is a condition precedent thereto. Accordingly, prior to the Effective Time, Western Exploration is expected to complete, or cause to be completed, the following events and transactions:

(a) a reclassification (the "**Western Exploration Reorganization**") of the various classes of units of Western Exploration into a single class of units of Western Exploration (the "**New Western Units**"), as part of which, Western Exploration will issue to certain of its interestholders New Western Units

on account of an allocation of the capital gains of Western Exploration among such interestholders in accordance with their respective entitlement thereto (such allocation. the "**Western Waterfall Distribution**"). Upon completion of the Western Exploration Reorganization, the New Western Units will be the only outstanding class of units of Western Exploration;

(b) the Agnico Royalty Conversion;

(c) the following debt settlement transactions (together, the "**Western Exploration Debt Settlement**"):

(i) the conversion in full of the aggregate principal amount and accrued and unpaid interest outstanding on the Promissory Notes (in the amount of C$295,496) into an aggregate of 139,384 New Western Units; and

(ii) the conversion of a portion of the indebtedness of Western Exploration owing to Coral Reef Capital LLC (in the amount of USD $859,156) into an aggregate of 405,262 New Western Units; and

(d) an exchange (the "**Western Exploration Membership Interest Exchange**") of (i) the New Western Units for Western Exploration Parentco Shares, such that immediately prior to the Effective Time, there shall be an aggregate of 27,695,624 Western Exploration Parentco Shares (such number being equal to the number of post-Consolidation Crystal Peak Shares to be issued pursuant to the Arrangement), and (ii) the Agnico Warrants for replacement share purchase warrants of Western Exploration Parentco, on equivalent terms.

Selected Financial Information and Management's Discussion and Analysis

The financial statements of Western Exploration for the fiscal years ended December 31, 2020, 2019 and 2018 and the interim period ended June 30, 2021, are attached as Appendix "K" – *"Financial Statements of Western Exploration"* to this Information Circular, and the related management's discussion and analysis of Western Exploration are attached as Appendix "L" – *"Management's Discussion & Analysis of Western Exploration"* to this Information Circular.

The following table summarizes certain financial information of Western Exploration for the financial years ended December 31, 2020, 2019 and 2018, and the six months ended June 30, 2021 based on (and should be read in conjunction with) the financial statements of Western Exploration and related management's discussion and analysis. Unless otherwise indicated, all dollar amounts in the below table are presented in U.S. dollars.

	June 30, 2021	**December 31, 2020**	**December 31, 2019**	**December 31, 2018**
Total Revenues	Nil	Nil	Nil	Nil
Net Loss and Comprehensive Loss	$(1,533,251)	$(7,220,373)	$(1,636,649)	$(2,537,069)
Total Assets	$9,016,341	$9,862,134	$9,000,629	$8,664,434
Total Liabilities	$427,775	$1,969,782	$ 1,887,911	$244,862

Western Exploration is not a reporting issuer as of its last completed financial year and no quarterly financial statements are available other than the interim financial statements for the three and six-month period ended June 30, 2021, a summary of which is included in the table above.

THE AURA PROJECT

Unless stated otherwise, the information in this section is summarized, compiled or extracted from the Aura Technical Report. The Aura Technical Report was prepared in accordance with NI 43-101 and has been filed with the Canadian securities regulatory authorities in the provinces of Alberta, British Columbia, and Ontario. The disclosure in respect of the Aura Project in this Information Circular derived from the Aura Technical Report has been prepared with the

consent of Peter Arthur Ronning, P.Eng., Derick Unger, C. P. G., Steven Ristorcelli, C. P. G., and Jack McPartland, M.M.S.A.. Each of Mr. Ronning, Mr. Unger, Mr. Ristorcelli, and Mr. McPartland is a "qualified person" within the meaning of NI 43-101 and independent of Western Exploration and Crystal Peak.

The following summary in respect of the Aura Project is qualified in its entirety by the full text of the Aura Technical Report. The below summary has been updated to enhance readability and conform to defined terms used in the Information Circular. Readers are cautioned that the Aura Technical Report is subject to certain assumptions, qualifications and procedures described therein. Accordingly, reference should be made to the full text of the Aura Technical Report, which is available for review under Crystal Peak's issuer profile on SEDAR at www.sedar.com. The Aura Technical Report is not, and shall not be deemed to be, incorporated by reference in the Information Circular.

Property Location and Description

The Aura Project is 100km north of Elko, Nevada, and 20km south of Mountain City, Nevada and is located on public lands within the Mountain City Ranger District of the Humboldt-Toiyabe National Forest. The center of the Aura Project is at approximately 41.673° North Latitude and -116.012° West Longitude. The property controlled by Western Exploration consists of nine fee land parcels and 709 unpatented lode mining claims covering approximately 6,128 hectares in northern Elko County, Nevada.

The Aura Project is subject to annual regulatory fees of USD $116,985 payable to the U.S. Bureau of Land Management and USD $8,628 payable to Elko County, Nevada. Western Exploration has no rental payments to underlying claim owners and no lease payments on private mineral properties. Certain parts of the Aura Project are subject to performance and/or financial obligations to private parties or corporations.

Figure 1 - Location of the Aura Project

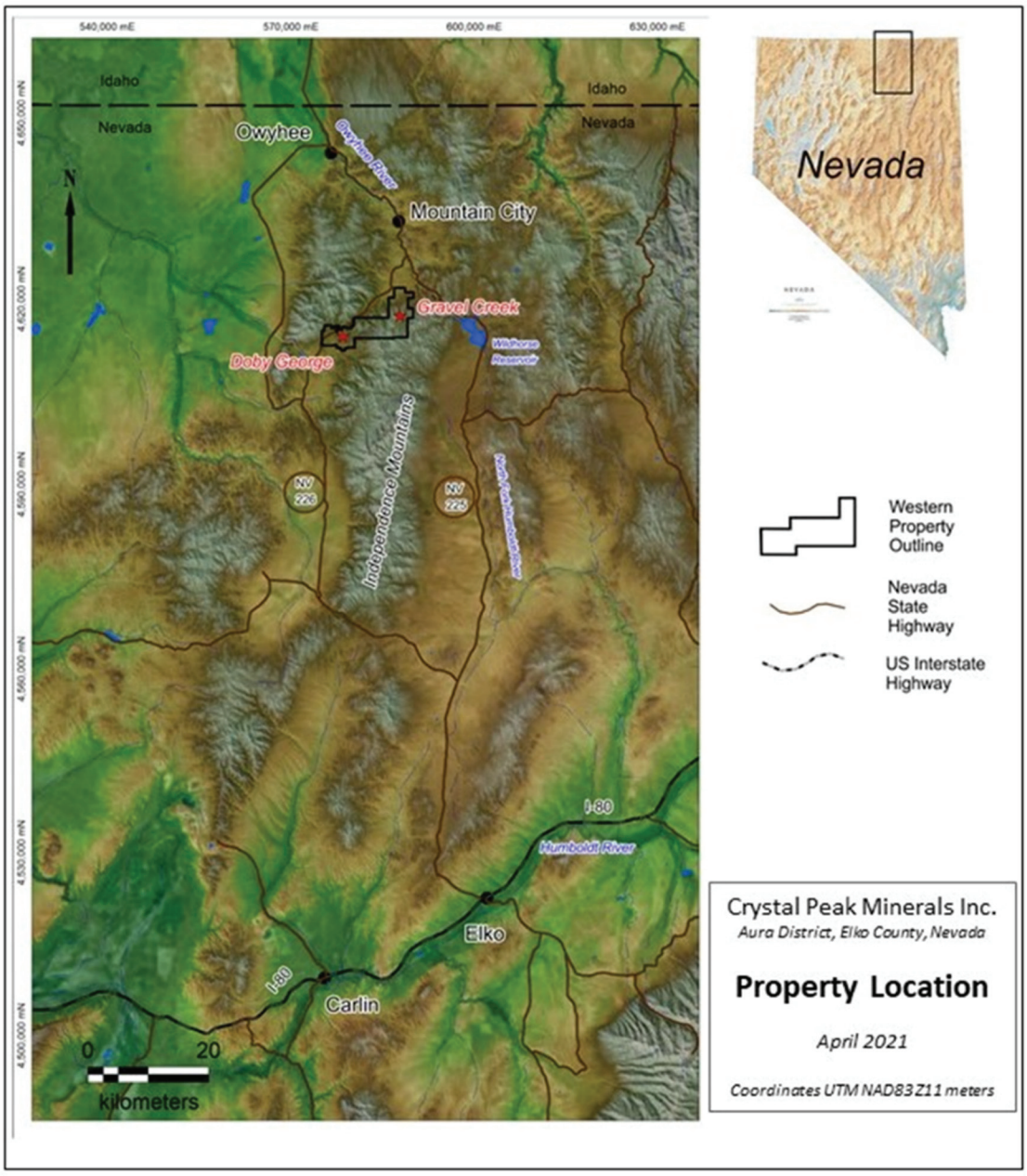
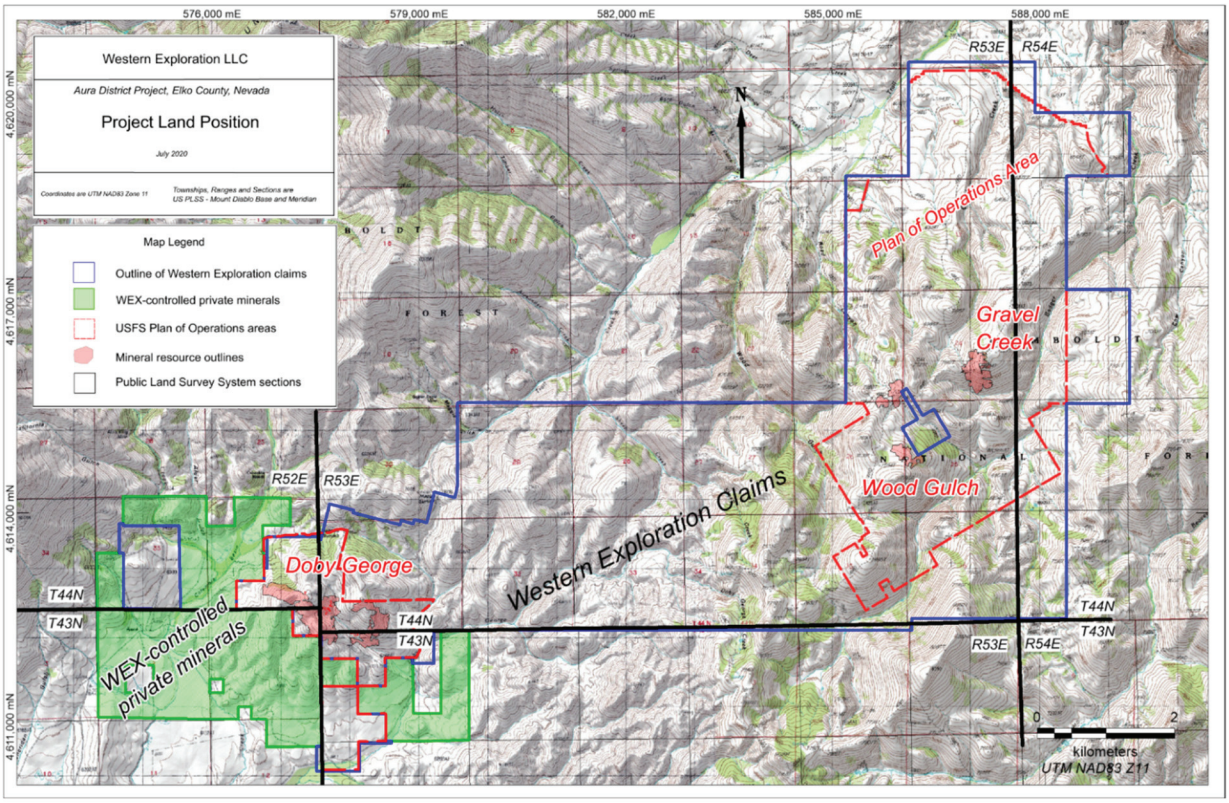


Figure 2 - Index Map of Aura Project



Note: There is a small area comprised of the 5 El Oro claims excluded from this property (internal blue "keyhole" outline).

Access

The Aura Project is located about 20-line kilometers south of the community of Mountain City, Nevada. From Mountain City, the Aura Project is reached by proceeding south on paved Nevada State Route 225 (the "**Mountain City Highway**") for 17km, then west on the Maggie Summit Road (Elko County Road 729) for 10km to the Thompson Ranch. The Wood Gulch-Gravel Creek property is reached by following the Road Canyon road (Forest Service Road 990) south for approximately 5km. The Doby George property is reached by continuing another 5km west on the Maggie Summit Road to Columbia Summit, then proceeding south for about 0.5km on the Doby George access road.

State Route 225 is a two-lane state-maintained paved highway. The highway through the Owyhee Canyon between Mountain City and Wild Horse Reservoir has restrictions for oversize vehicles. The Maggie Summit Road is an all-weather gravel road maintained by Elko County. The Road Canyon road is a designated USFS track seasonally maintained by Crystal Peak for access to the Wood Gulch-Gravel Creek property. Travel by light vehicle from the Gravel Creek sub-project to Mountain City takes about 30 minutes. Travel from the Doby George project area to Mountain City takes about 40 minutes.

The exploration areas can be accessed by passenger vehicle during the summer months. There is a network of exploration tracks on both the Wood Gulch-Gravel Creek and Doby George properties that provide access to the project exploration areas as well as to water wells on both properties used by Western Exploration for obtaining water needed for drilling. Western Exploration constructed short spur tracks for access to individual drill sites. Neither the Road Canyon nor the Doby George access roads are maintained during winter months when they are closed by snow or mud.

Physiography

The Aura Project is located on the northern end of the Independence Mountains. Elevations at the Wood Gulch-Gravel Creek area extend from 1,770m to 2,470m above sea level and at the Doby George area from 1,860m to 2,160m above sea level. The topography at both projects can be described as moderately hilly with rounded hills. At Wood Gulch-Gravel Creek the surface is dissected by deep drainage valleys and at Doby George by gently to moderately deep drainage valleys.

At the Wood Gulch-Gravel Creek area, the historical Wood Gulch mine is located near the summit of a rounded hill. The surface over the Gravel Creek deposit, as currently known, is a small hill rising from a broad, gently north-sloping pediment. This broad upland surface to the north of Gravel Creek presents favorable topography for potential mine facilities.

At the Doby George area, the surface over the currently defined deposit consists of two broad, rounded hills that rise abruptly from the floor of the Bull Run Basin to the west and from Columbia Basin to the northwest, and slope gently southward to Doby George Creek. The adjacent basin lowlands and pediment present favorable topography for potential mine facilities.

Vegetation is dominantly sagebrush steppe vegetation. Uplands have a low vegetative cover of sagebrush, rabbit brush, and various other forbs, sedges, and bunch grasses. This vegetation is punctuated by thickets and ribbons of aspen, chokecherry, serviceberry, snowberry, and mountain mahogany. More limited groves of subalpine fir are located on the higher hills. The banks of Badger Creek are lined with species of willow and alder.

Local Resources and Infrastructure

The Aura Project area is a remote exploration site. The only improvements are water wells drilled and completed by Western Exploration as sources for drill water. Western Exploration based its exploration activities out of Mountain City, Nevada. In 2016, Western Exploration purchased a vacant grocery store building – the "Golden Rule" building – to use as an office, workplace and core-storage facility.

Mountain City's public facilities include a U.S. Post Office, two motels, a bar-restaurant and a community historical museum. There is a county-maintained spring-fed water system. There is no gasoline available and no resident law enforcement. Students attend public school in Owyhee, Nevada, 22km to the north. Electrical power is provided by Raft River Rural Electrical Co-op. Reliable land-line phone service exists, while cell-phone coverage is spotty. Internet service, delivered through telephone lines, is limited.

The closest large community is Elko, Nevada, 140 road kilometers to the south. Elko is the largest city and the county seat of Elko County. The population was 18,297 at the 2010 census. Elko is located on Interstate 80 and transcontinental rail lines, with its economy based heavily on gold mining. The city is considered the capital of the northern Nevada gold industry, and as such is the supply and service center for numerous mine support companies.

History

The area comprising the Aura Project has a history of exploration and mining that began with some unrecorded production at the Doby George area in the 1960s. Recorded exploration and production commenced in the 1980s by Homestake Mining Company ("**Homestake**") at Wood Gulch. Reclamation on this operation is complete. Several operators have explored parts of the Aura Project area since Homestake's involvement. Western Exploration acquired the Doby George area in 1997 and the Wood Gulch-Gravel Creek area in 1998 and has since completed numerous exploration campaigns. In 2017, Western Exploration consolidated these two areas into a single project by staking the intervening, contiguous claims that now join the Doby George and Wood Gulch-Gravel Creek areas into a single block.

Wood Gulch-Gravel Creek

Nevada geologists Tyler Shepherd and Jim Nyrehn discovered gold-bearing outcrops at Wood Gulch and staked the original claims in 1983. They subsequently leased the property to Homestake.

Between 1984 and 1989, Homestake conducted exploration programs and placed the Wood Gulch mine into production. The Homestake exploration program focused on gold mineralization hosted within metasedimentary rocks exposed as a window through Tertiary volcanic rock cover. During this period, Homestake drilled eight core holes and 256 reverse-circulation holes for a total of about 19,000m, mainly within Sections 25, 26, and 36, T44N, R53E. The average depth of these holes was 70m, with the deepest being 259m. Western Exploration's geologists re-logged six of the core holes and 141 of the RC holes drilled by Homestake.

From 1988 to 1990, Homestake operated a small open-pit, heap-leach mine at Wood Gulch. Baker et al. (1990) reported a defined resource of 423,000t at a grade of 3.36g Au/t and 23.65g Ag/t (originally reported as 465,000 short tons at a grade of 0.098 oz Au/short ton and 0.69 oz Ag/short ton). That estimate was prepared prior to 2000 and is presented in the Aura Technical Report as an item of historical interest and geologic perspective. However, for the reasons specified in the Aura Technical Report, the said estimates should not be relied upon. Furthermore, a qualified person (within the meaning on NI 43-101) has not done sufficient work to classify the said historical estimates as current mineral resources, and neither Western Exploration nor Crystal Peak is treating these historical estimates as current mineral resources.

From 1992 to 1993, Independence Mining Company ("**Independence**") leased the Aura Project and conducted exploration programs. Independence drilled 59 reverse-circulation holes for a total of about 7,885m in the Saddle target and in the area east of the Wood Gulch Mine. Western Exploration re-logged the chips from 29 of the holes drilled by Independence.

In late 1993, Independence dropped the Wood Gulch lease when they sold their interest in Doby George, and in 1994, Agri Beef leased the claims and maintained them until they were subleased to Western Exploration in 1997. Western Exploration conducted exploration activities on the project area intermittently since 1997, as described further in the Aura Technical Report.

Doby George

In the early 1960s, the first gold was mined from the Doby George property from a 24m-deep inclined shaft. There are no known recorded production figures for this mining activity, and neither is the operator/miner known. Subsequently, in 1983, after reconnaissance outcrop sampling revealed gold mineralization in altered sedimentary rocks, Felmont Oil Corporation ("**Felmont**") staked the Sidewalk Blonde claims and secured two mining leases in the immediate area.

In 1985, Homestake obtained Doby George through the acquisition of Felmont and conducted exploration work through 1991. Homestake drilled 194 holes for a total of 19,979m in the area of the known gold deposit. Homestake also drilled 73 exploration holes outside of the deposit area. In 1991, Independence acquired the project from Homestake and continued exploration until 1995. Independence drilled 355 holes totaling 48,031m in the area of the known gold deposit, and also drilled 77 holes outside the deposit area. Independence estimated a geologic resource of approximately 10.9 million tonnes grading 1.71g Au/ton with 600,000 contained ounces at a 0.69g Au/ton cutoff. However, for the reasons specified in the Aura Technical Report (including that no details of how the estimate was done or parameters used were presented in the reference), the said historical estimate should not be relied upon. In particular, a qualified person (within the meaning on NI 43-101) has not done sufficient work to classify the said historical estimates as current mineral resources, and neither Western Exploration nor Crystal Peak is treating these historical estimates as current mineral resources.

In 1995, Atlas Precious Metals, Inc. ("**Atlas**") completed a due diligence evaluation of the Doby George area and purchased it from Independence. Atlas drilled 28 reverse-circulation holes totaling 2,833m. Atlas estimated geologic resources for Doby George at 24.6 million tonnes grading 0.96g Au/ton, giving 758,800 contained ounces with a 0.34g Au/ton cutoff grade.

Atlas concluded that the mineralization at Doby George was structurally and lithologically controlled and used this information to construct a computer-generated geologic block model, and identified four primary areas of mineralization: West Ridge, Red Tail, Daylight and Twilight.

In 1996, Atlas completed a feasibility study which indicated that the Doby George deposit could be developed into an open-pit, heap-leach operation over an operating life of five years. Atlas' historical feasibility study does not conform to the requirements of NI 43-101 and the reserves defined therein are not being treated in the Aura Technical Report as current. The results of the feasibility study are discussed in the Aura Technical Report.

After completing its due diligence evaluation and a feasibility study of Doby George, Atlas recommended going into production with the development project to its board of directors. The recommendation was based on the assumption that the project economics could be improved. However, Atlas subsequently encountered unrelated financial difficulties and consequently decided to sell the Doby George project.

In early 1997, Aquaterre Mineral Development, Ltd. ("**Aquaterre**") carried out due diligence on the Doby George project but was unable to raise the funds to purchase the project from Atlas. Later, in September 1997, Western Exploration acquired the Doby George area and began a geological mapping and outcrop geochemical sampling program, and extensive reinterpretation of the previous drilling. Western Exploration continued reinterpretation of previous data and conducted a drilling program on the property consisting of 14 core holes in 1998 for a total of 2,728m, 11 reverse-circulation drill holes in 1999 for a total of 3,703m, and seven reverse-circulation drill holes in 2000 for a total of 1,731 meters.

In 2000, Western Exploration also drilled a RC-pre-collared, 918m deep core hole to test mineralization at depth. In 2008, Western Exploration drilled 19 RC drill holes for a total of 6,049m and in 2013 drilled 19 reverse-circulation drill holes for a total of 5,938m.

In 2009, Western Exploration engaged MDA to prepare an informal (not for public disclosure) estimate for the Doby George area. MDA created a simple sectional extruded model of the deposit based on the hand-correlated geologic and gold-grade cross sections completed by Western Exploration senior geologist Amy Anderson. MDA reported 21.37 million tonnes grading 0.96g Au/t for a total of 660,000 contained ounces of gold. However, for the reasons specified in the Aura Technical Report, the preceding is a historical estimate and should not be relied upon. In particular, a qualified person (within the meaning on NI 43-101) has not done sufficient work to classify the said historical estimates as current mineral resources or mineral reserves, and neither Western Exploration nor Crystal Peak is treating these historical estimates as current mineral resources or mineral reserves.

Aura Claims Area

The area between Doby George and Wood Gulch – the Aura Claims Area – has been explored by several companies over the past four decades. The area was first staked in 1979 by Superior Oil Company and mapped in 1982 by Superior Oil-Minerals Division. Freeport McMoRan Gold Company (later, Independence) acquired the claim block in 1984 and was primarily interested in exploring "windows" of Schoonover rocks exposed by erosion of the overlying Frost Creek Volcanics.

Independence completed programs of rock-chip geochemical sampling, soil geochemical sampling, and geological mapping. Because the objective of their exploration was mineralization within Paleozoic rocks, similar to that known in the Jerritt Canyon district, Tertiary units were not distinguished in the mapping, and geochemical sampling was focused within and surrounding the Schoonover outcrop areas. The surface data highlighted anomalous gold in rocks and soils, which had led previous operators to drill exploration holes.

Independence drilled 48 RC drill holes to test geological and geochemical targets. Western Exploration secured mineral rights to the Aura claims area by staking unpatented lode mining claims in 2017.

Geologic Setting and Mineralization

The Aura Project lies near the eastern limit of the Roberts Mountains allochthon of the Paleozoic Antler orogeny and near the eastern limit of the Golconda allochthon of the Paleozoic Sonoma orogeny. The area was intruded by plutonic rocks of both Jurassic and Cretaceous age. Eocene rhyolite volcanic rocks formed during the southward sweep of volcanism during early Tertiary time, while the giant Miocene Jarbidge Rhyolite complex erupted as regional extension thinned the crust. The hydrothermal systems responsible for precious-metal mineralization at the Aura Project followed extrusion of the Jarbidge Rhyolite complex.

The Aura Project area is underlain by marine siliciclastic rocks of the Paleozoic Schoonover Sequence. These Schoonover rocks have been metamorphosed to hornfels facies. At Wood Gulch-Gravel Creek the Schoonover is partially overlain by rhyolite welded-ash-flow tuff of the Eocene Frost Creek Volcanics and rhyolite lava flows and domes of the Miocene Jarbidge Rhyolite. Precious-metal mineralization is present in both the overlying volcanic rocks (Gravel Creek) and in the Schoonover Sequence (Doby George and Wood Gulch-Gravel Creek).

Mineralizing fluids at both Wood Gulch-Gravel Creek and Doby George infiltrated, reacted with, and deposited precious metals within favorable host units and formed stratabound deposits. At Gravel Creek silver:gold ratios average about 15:1 and at Doby George about 1:1. The alteration and mode of occurrence of the mineralization indicates that the deposits at the Aura Project are all low-sulfidation, epithermal precious metal deposits. Previous operators had described the Doby George deposits as sedimentary rock-hosted "Carlin" type deposits. With the discovery of Gravel Creek at the Schoonover – Tertiary volcanic unconformity and the current understanding of the genesis of that deposit, Western Exploration now also interprets Doby George to be of a low-sulfidation, epithermal origin.

At Gravel Creek, the deposit is situated below the zone of surface oxidation. At Doby George oxidation extends to an average depth of 100m to 150m lying above a mixed or transitional zone between the two averaging about 100m.

Mineralization in the Wood Gulch-Gravel Creek area occurs in three distinct centers named Gravel Creek, Saddle, and Wood Gulch. Mineralization in the Doby George deposit occurs in three centers named West Ridge, Daylight and Twilight.

Deposit Types

Based upon styles of mineralization, mineralogy of the potentially economic constituents and the gangue, and geologic setting, gold-silver deposits in the Aura Project area are best classified as low-sulfidation epithermal precious-metal deposits. Epithermal deposits are important sources of gold and silver that form at shallow depths in high-temperature hydrothermal systems commonly developed in association with calc-alkaline to alkaline magmatism.

Two principal styles of epithermal deposits are distinguished: low-sulfidation style and high-sulfidation style. The two deposit styles are formed from fluids of contrasting chemistry. In the low-sulfidation environment, mineralizing fluids are similar to those of modern active geothermal systems. In contrast, high-sulfidation systems are associated with acidic fluids generated in the magmatic-hydrothermal environment adjacent to active volcanoes.

All precious metal deposits currently known in the Aura Project area are of low-sulfidation style. Minerals associated with precious metals in low-sulfidation systems include pyrite, sphalerite, arsenopyrite, electrum and gold. Common gangue minerals are quartz, adularia, calcite, illite and barite. Gold typically occurs as electrum in association with acanthite, silver-sulfosalts, base-metal sulfides and pyrite. The geochemistry of low-sulfidation epithermal deposits is characterized by anomalously high concentrations of Au, Ag, As, Sb, Hg, Zn, Pb, Se, K, and Ag/Au.

The precise age of precious-metal mineralization in the Aura Project area is not known, nor is it known whether all deposits within the Aura Project are of the same age. Precious-metal mineralization within Miocene Jarbidge Rhyolite in the Gravel Creek deposit dates that mineralization at or later than 16.4 Ma. The Miocene Epoch in Nevada was a time of widespread volcanism and hydrothermal activity, and there are many low-sulfidation precious-metal deposits of Miocene age within the Great Basin.

Exploration

Wood Gulch-Gravel Creek

Since 1998, Western Exploration's exploration work at Wood Gulch-Gravel Creek has included several phases of geological mapping, extensive rock and soil geochemical sampling, and geophysical surveys including gravity, ground magnetics, airborne magnetics, radiometrics, and induced polarization. There is a total of 458 drill holes in the database, and the majority were drilled by reverse-circulation methods ("**RC**"). Drilling totals 89,388m, and of the 458 holes, 131 were drilled by Western Exploration.

A. Geologic Mapping

In September-October 1997 and August-October 1998, detailed mapping of alteration and structure in the Wood Gulch pit was conducted. The deposit target sought by Western Exploration at that time was a sedimentary rock-hosted disseminated gold deposit, based on a model of high-angle fault-controlled mineralization in upper-plate Schoonover Sequence rocks and in lower-plate carbonate rocks close to major thrust faults. The Wood Gulch pit mapping and sampling confirmed that gold mineralization in the Wood Gulch pit is associated with limonite- and quartz-filled fractures and concentrated mainly within the Schoonover Formation sedimentary rocks immediately beneath the unconformity with the overlying Tertiary volcanic rocks.

During 1998, 1999, 2000, and 2001, Western Exploration carried out geologic, alteration, and structural mapping programs peripheral to the Wood Gulch pit, and beyond, to augment the mapping completed by prior exploration companies, and to define the hydrothermal alteration extending three kilometers north, and two kilometers south of the Wood Gulch pit. Western Exploration mapped and sampled over 25km and identified thirteen peripheral exploration targets, including Hill 7324 which became the Gravel Creek gold-silver discovery. This mapping identified hot spring sinter on the northeast-trending ridge 400m north of Hill 7324, establishing that the alteration was related to a hot spring hydrothermal system.

In July 2015, following the Gravel Creek discovery in August of 2013, Western Exploration completed another outcrop geological mapping program, covering an area of about 25km. This mapping incorporated the revised stratigraphic section developed by Western Exploration geologists in 2015 and was the first mapping to distinguish the various Tertiary units and assign them to formal stratigraphic formations.

B. Rock-chip Geochemistry

Western Exploration collected numerous rock-chip geochemical samples within the Wood Gulch pit and across the property over the years. The current rock-chip geochemical database contains 585 samples. Western Exploration collected 280 rock-chip samples, more-or-less continuously, across all accessible benches in the Wood Gulch pit in 1997-1998. These results showed mineralized zones that range from 0.5 to 15m in sample widths with grades ranging from 2 to 11g Au/t to 70g Ag/t Ag. Gold concentrations are higher within breccia zones and in intensely silicified siltstone in and adjacent to the northeast-striking faults, and in a zone along the north highwall of the pit, dipping 20º to the northeast.

C. Soil Geochemistry

Several soil geochemical surveys have been completed within the Wood Gulch-Gravel Creek area over the past 30 years. It appears that samples were collected on grids using topographic map, compass and chain control.

Western Exploration completed a single soil geochemical grid, located immediately to the north of the Saddle Zone mineralization in 2014. Samples were collected at points on a 50m by 100m grid, using hand-held GPS for control. Samples were analyzed for multi-element geochemistry by ALS Chemex.

Western Exploration completed the first compilation of all soil geochemical surveys in 2016. In this compilation of historical and modern soil geochemical data, there is clear evidence of sampling or analytical differences between the different soil grids. Because early exploration programs were focused on Paleozoic windows through the Tertiary

volcanic cover in search of Carlin-like gold deposits, most of the geochemical samples were collected over areas underlain by Schoonover metasedimentary rocks. Much of the Schoonover outcrop in the map area has erosional remnants of silicified Wood Gulch unit; the current erosional surface of these rounded hills is largely the pre-Tertiary erosional surface, exhumed by erosion. The silicified Schoonover surface and erosional outliers of Wood Gulch unit commonly have weakly anomalous concentrations of gold, silver and pathfinder elements.

Western Exploration completed an extensive program of soil geochemistry covering an area of approximately nine square kilometers on the Gravel Creek property in 2017. The survey area was generally centered over the Gravel Creek deposit and covered the area underlain by Jarbidge Rhyolite. The objective of this program was to identify geochemical leakage anomalies within Jarbidge Rhyolite indicative of Gravel Creek-style stratabound precious-metal mineralization within Frost Creek rhyolite ignimbrite, or vein-form mineralization hosted in Jarbidge Rhyolite.

North American Exploration of Layton, Utah, was contracted by Western Exploration to collect the samples, and a total of 1,777 sites were sampled with location control by hand-held GPS of one to three meters.

Soil samples were picked up at the Western Exploration Mountain City office by ALS Minerals and transported to Elko for sample preparation. Following sample preparation and analysis (by ALS method AuME-ST43, a super-trace multi-element analytical package), as further described in the Aura Technical Report, Western Exploration received analytical results for the elements Au, Ag, Al, As, B, Ba, Be, Bi, Ca, Cd, Ce, Co, Cr, Cs, Cu, Fe, Ga, Ge, Hf, Hg, In, K, La, Li, Mg, Mn, Mo, Na, Nb, Ni, P, Pb, Rb, Re, S, Sb, Sc, Se, Sn, Sr, Ta, Te, Th, Tl, Ti, U, V, W, Y, Zn and Zr. The distributions of these elements are each unique, depending upon primary rock lithogeochemistry, structure, multiple hydrothermal alteration events, supergene alteration, normal weathering, biological activity and topography.

In 2020, Western Exploration extended the soil geochemical coverage to the north of the 2017 soil grids. The 2020 program was designed and supervised by Western Exploration senior geologists. Samples were collected by geotechnicians from Rangefront Geological Services of Elko, NV, and Terra Nostra Consulting of Boise, ID. Samples were collected at 50m intervals along east-west-oriented lines spaced 200m north-south. Where designed sample points fell on disturbed ground or rock outcrop, the sample location was moved to the nearest undisturbed soil. A total of 361 samples were collected, with location control by hand-held GPS units with ~3m accuracy. Results from the 2020 sampling program show that elevated concentrations of arsenic and other pathfinder elements extend downslope nearly 2 km to the north-northeast of the Gravel Creek deposit.

D. Geophysical Surveys

Following the 2013 discovery drilling of the Gravel Creek deposit, Western Exploration contracted Zonge International of Reno, Nevada, to complete three complementary geophysical surveys over the Aura Project. These included gravity, ground magnetics and induced polarization surveys. Interpretation of these surveys demonstrate that they do not define "bright-spot anomalies" associated with concealed silver-gold mineralization. Rather, they effectively map the subsurface geology, complementing surface geological mapping and geochemistry, which then leads to more effective exploration.

The stratigraphic units in the Wood Gulch-Gravel Creek project area have distinct physical properties – density, magnetic susceptibility, electrical conductivity and electrical chargeability - such that they can be mapped in three-dimensions by geophysical methods.

The following geophysical methods have been completed to date:

Table 1 - Wood Gulch-Gravel Creek Geophysics

Year	Method	Quantity	Measure	Contractor
2014	Ground Magnetics	136	Line-kilometers	Zonge
	Induced Polarization	5	Lines	Zonge
	Gravity	552	Stations -200 meters spacing	Zonge
2015	Ground Magnetics	37	Line-kilometers	Zonge
	Induced Polarization	3	Lines	Zonge

Zonge International performed an IP/Resistivity survey on the Gravel Creek project for Western Exploration during July 2014. A total of 5 lines were acquired using a standard 9-electrode dipole-dipole array with a dipole length of 200m. Lines were oriented east-west with a line-spacing of 400m. Based upon favorable results from the 2014 survey, three additional lines were acquired in June 2015. Lines were acquired at UTM northings of 4617100, 46167000, 4616300, 4615900, 4615500, 4615100, 4614630 and 4614300. An additional four lines of IP/Resistivity were acquired in 2017 at UTM Northings 4613500, 4613900, 4617500 and 4617900.

Zonge International also performed a GPS-based ground magnetic survey of the Gravel Creek project for Western Exploration. An initial survey of ground magnetic data was acquired on 49 lines oriented east-west for a total coverage of 136 line-kilometers in August-October 2014. This survey was augmented with an additional 12 lines for 37-line kilometers in June 2015.

The different geophysical surveys provide complementary information regarding the three-dimensional geometry of the units and of alteration associated with the hydrothermal systems. The geophysical methods do not directly image gold mineralization. Rather, they map the architecture of the subsurface geology, which serves as a useful exploration guide. Reliable interpretation of the geophysical models is a progressive iterative process of modeling, testing, adjusting and further testing.

Doby George

There are a total of 827 drill holes at Doby George for a total of 115,217m, of which 74 holes were drilled by Western Exploration. Western Exploration has done geological mapping and geochemical sampling at Doby George. Prior operators had done geological mapping, rock and soil geochemical sampling and geophysics.

A. Geologic Mapping

From September 1997 through May 2000, Western Exploration carried out detailed geologic mapping (1:2,400 scale) and surface sampling at Doby George. Mapping covered an area 4.3km east-west by 3km north-south. The field program focused on mapping outcrops with observations of structure, lithology, and alteration, and collecting of both outcrop and float geochemical samples. Western Exploration's surface mapping program interpreted continuous northwest-, northeast- and north-south trending faults and fractures zones that range from 15m to 45m wide.

B. Rock Geochemistry

At Doby George outcrop exposure is sparse and there is little surface expression of the gold mineralization found at depth. The porous gold-bearing sandstone facies preserved beneath welded tuff on West Ridge and under vegetation at Daylight and Twilight is not resistant enough to form outcrop. Gold-bearing outcrops at Doby George consist of strongly fractured, silicified siltstone and fine-grained sandstone.

Rock-chip geochemical sampling along the interpreted fault zones returned values as high as 12.86g Au/ton with numerous values ranging from 0.99 to 3.43g Au/ton. Of the 653 samples collected, 41 had grades greater than 1g Au/t. The highest values among them contain quartz veining and/or quartz vein breccias, and drusy quartz coatings on fracture surfaces.

C. Soil Geochemistry

In 1988 and 1991, Homestake sampled soils over a large portion of the Doby George project area, including three inlying parcels of private fee land on the south side of the project area. The fee land was owned by AgriBeef at that time. A total of 1,442 samples were taken on 60m centers over the majority of the project area, and on 120m centers along the west and northwest margins of the project area. Soils were analyzed for gold, arsenic, antimony, copper, lead, mercury, molybdenum, silver and zinc. The full suite of multi-element geochemistry is only available for samples taken on the private parcels. In 1989, IL Minerals, a subsidiary of AgriBeef, sampled soils on one of the inlying private parcels. A total of 252 samples were taken on 30m centers and analyzed for gold and 32 other elements.

There are several areas where elevated gold-in-soil values occur with little or no outcrop. In the valley south of Blizzard Point, a north-trending line of samples with anomalous gold concentrations may be related to fractures on the west side of the West Ridge. Immediately southeast of Daylight-Twilight, the cluster of elevated gold values that straddles Doby Ravine may be associated with a structural intersection similar to those controlling mineralization at Daylight-Twilight. The continuous and strong anomaly north of Daylight along the granite contact deserves additional attention; this may be related to the contact or evidence of another deposit stratigraphically below Daylight and Twilight and possibly the up-dip extension of Doby Deep.

Aura Claims Area

The Aura claims area has been explored by several companies over the past four decades. The most serious historical exploration was by Independence in the years 1984-1997. Independence prepared a geological map of the area. Because the focus of their exploration program was on Schoonover outcrops, all Tertiary rocks were combined as simply Tv. Independence geologists conducted rock-chip geochemical sampling, again mainly focused on Schoonover outcrops and the areas of strongest alteration surrounding contacts between Schoonover and the overlying Frost Creek Volcanics. The samples with the highest gold concentrations were collected from Schoonover outcrops.

In 1990, Independence completed a program of soil geochemistry entailing collection of 1,476 samples on a 200ft by 200ft grid, covering an area extending beyond the limits of the current Aura claims. The soil geochemistry shows highly anomalous gold concentrations over the Schoonover outcrops, from which the once-covering Frost Creek Volcanics have been removed by erosion. As well, significantly gold-anomalous soil samples were collected over areas covered by Frost Creek.

During the years 1987-1993, Independence drilled 48 reverse-circulation drill holes to test geological and geochemical targets. Crystal Peak has collar coordinates for 28 of the holes drilled, but drill assay data is incomplete.

A. Geologic Mapping

In 2018, Western Exploration geologists mapped a portion of the Aura claim area at a scale of 1:6,000. The mapping connected existing mapping at Doby George to the west, and Wood Gulch/Gravel Creek to the east. Two large areas of moderate to intense hydrothermal alteration in the Frost Creek volcanic unit were mapped, named the Hill 7181 and Hill 7895 zones.

The Hill 7181 zone had been mapped in the early 1990's by Independence geologists, who speculated that a N-S trending graben had dropped Eocene Frost Creek volcanic rocks into the Paleozoic Schoonover Formation (similar to a graben over the West Ridge Deposit at Doby George). Some drilling was conducted to the SW of the graben target and sites were selected to test structural targets in the altered zone in 1991, but never completed. The zone covers an area 1200m in diameter in section 28, T44N, R53E. The Hill 7895 zone was initially identified and partially mapped by Western Exploration in 1998 and 2001. It covers an area of 900m in diameter in section 35, T44N, R53E, about 1,200m southwest of the Wood Gulch pit.

B. Geochemistry

In 2018, Western Exploration geologists collected 83 surface rock chip samples within the Aura claims. The sampling complemented legacy rock chip sampling completed by Western Exploration and by other companies. Historical rock chip sample were collected mainly from the Schoonover Formation altered siltstone and argillite, while Western Exploration's 2018 campaign focused more on sampling altered Frost Creek volcanic rocks. The gold and silver results for all samples are shown in the figures below.

Figure 3 - Historical and 2018 Aura Rock Chip Samples (Au ppb)

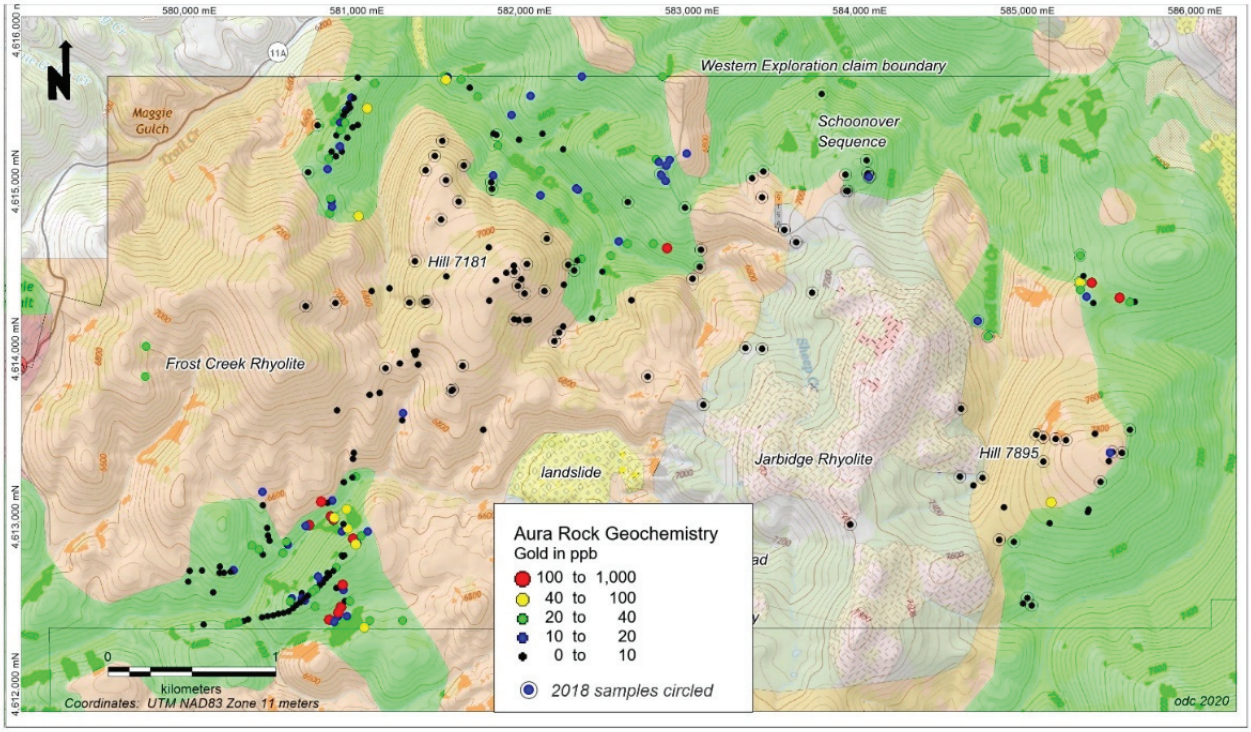


Figure 4 - Historical and 2018 Aura Rock Chip Samples (Ag ppm)

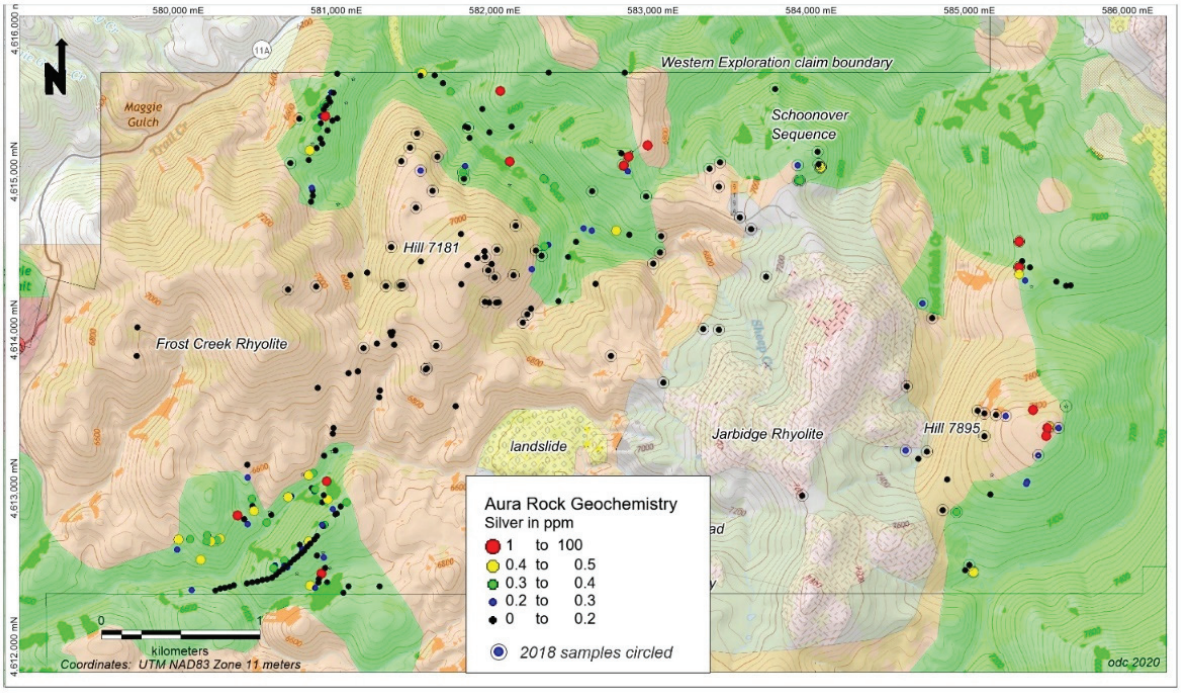


Figure 5 - Historical and 2018 Aura Rock Chip Samples (As ppm)

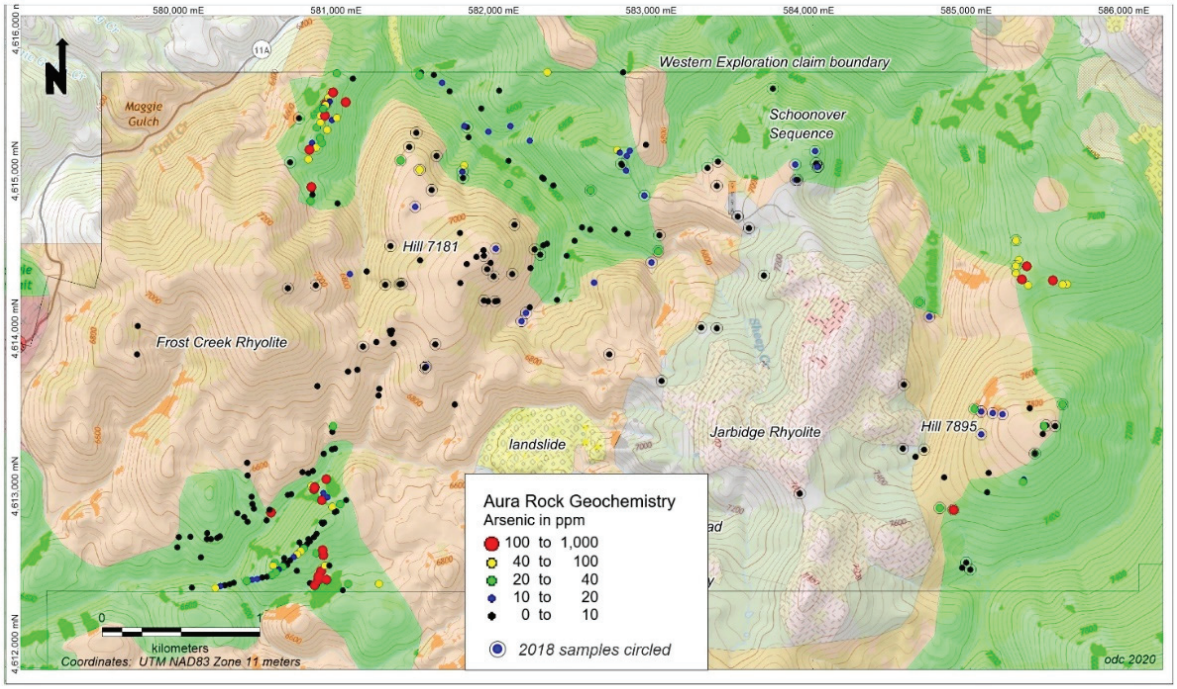


Figure 6 - Historical and 2018 Aura rock chip samples (Sb ppm)

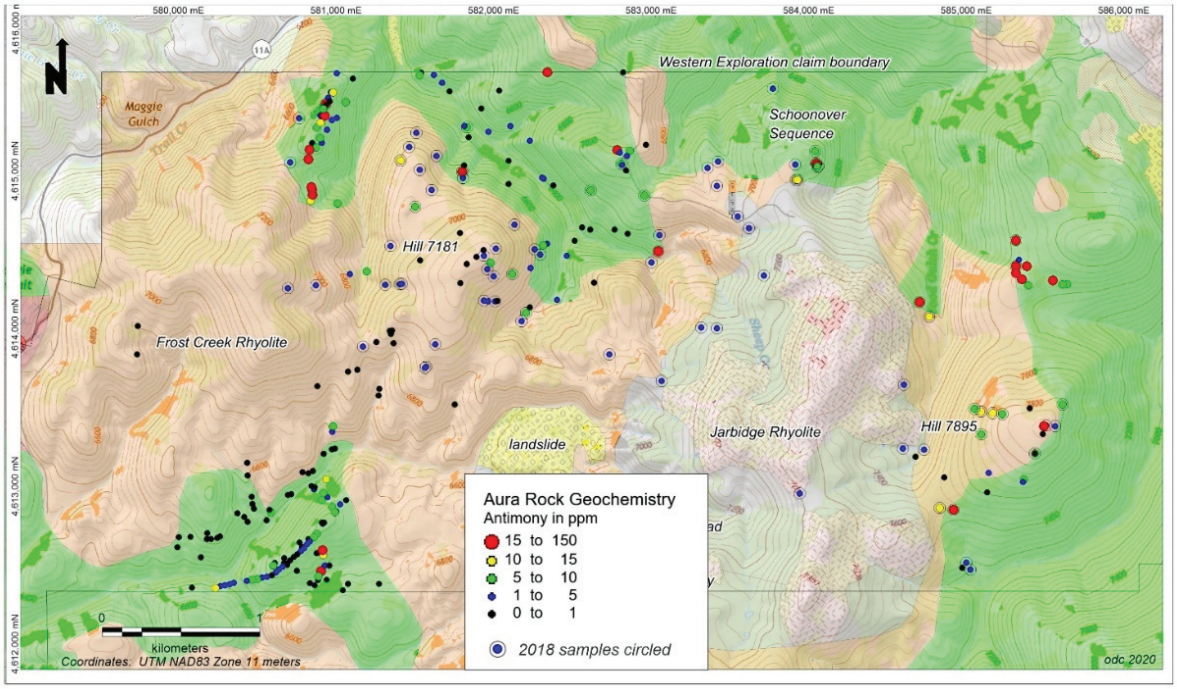
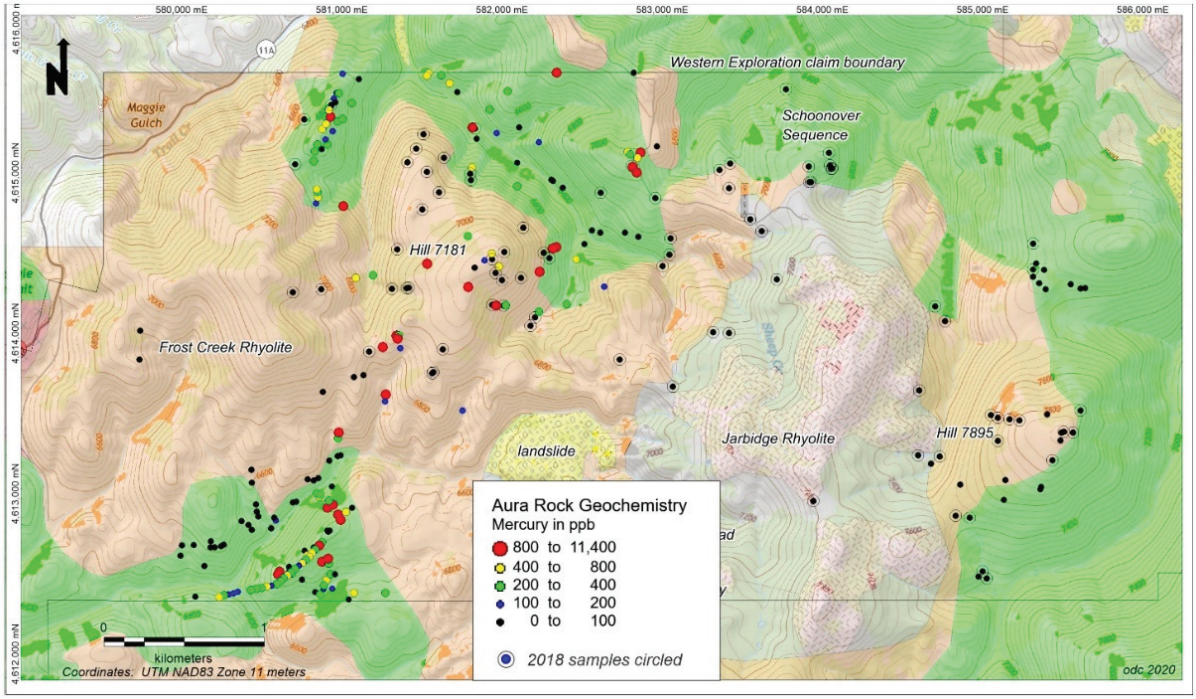


Figure 7 - Historical and Aura Rock Chip Samples (Hg ppb)



In 2019, Western Exploration compiled all recent and legacy soil geochemical data from eight different surveys that were collected by multiple companies between 1988 and 2017. The data (9,846 samples) were reviewed and interpreted by geochemical consultant Dave Heberlein. Mr. Heberlein compiled and presented the information both

in raw form and as data "normalized" to account for the varied analytical techniques and detection limits used by different laboratories on soil survey campaigns over the years.

The Au-in-soil samples successfully identify every known gold resource area on the Aura property, and Heberlein identified 25 additional potential targets for further investigation, based on a combination of favorable geology, structure and geochemistry. Fourteen of the targets, identified as Targets A through N, – are within the Aura property. The Aura Technical Report summarizes the characteristics of targets A-N.

C. Geophysical Investigation

Western Exploration contracted New Sense Geophysics in 2019 to conduct a helicopter-borne magnetic and radiometric survey over the Aura claim block and an adjacent buffer area. A total of 2,132.7-line kilometers was flown with E-W line spacing of 100m and N-S control line spacing of 1,000m. The geophysical equipment comprised of one high-sensitivity Cesium-3 magnetometer and a 1024-channel spectrometer with four downward-looking crystals (total 16 liters) and one upward-looking crystal (total 4 liters). Airborne ancillary equipment provided accurate real-time navigation and subsequent flight path recovery. A ground base station provided daily confirmation of data quality and completeness. The objective of the survey was to provide high-resolution total field magnetic and radiometric maps suitable for anomaly delineation, detailed structural evaluation, and identification of lithologic trends.

The magnetic data (see Figure 8) defines strong linear features that are interpreted to reflect structure and areas between less magnetic Paleozoic metasediments (Pms) and more magnetic Tertiary volcanics (Tr). In particular, the location of the Gravel Creek deposit and extent of surface alteration is coincident with a prominent magnetic low that is bound by distinct NNE and N-trending linears. The Wood Gulch and Saddle resources appear to be related to the strong magnetic break associated with the NW-trending Tomasina Fault, possibly at the intersection with NE-trending linears. The Doby George deposits are in a magnetic low, being hosted by the Paleozoic Schoonover Formation, but several linears shown are based on known faults within the deposit.

A 3D perspective plot of the MVI susceptibility amplitude (see Figure 9) solid shows the sub-horizontal unconformity between the Tertiary volcanic rocks and the Paleozoic metasedimentary rocks, as well as interpreted high-angle structures with normal offset.

Figure 8 - Airborne Magnetic Survey

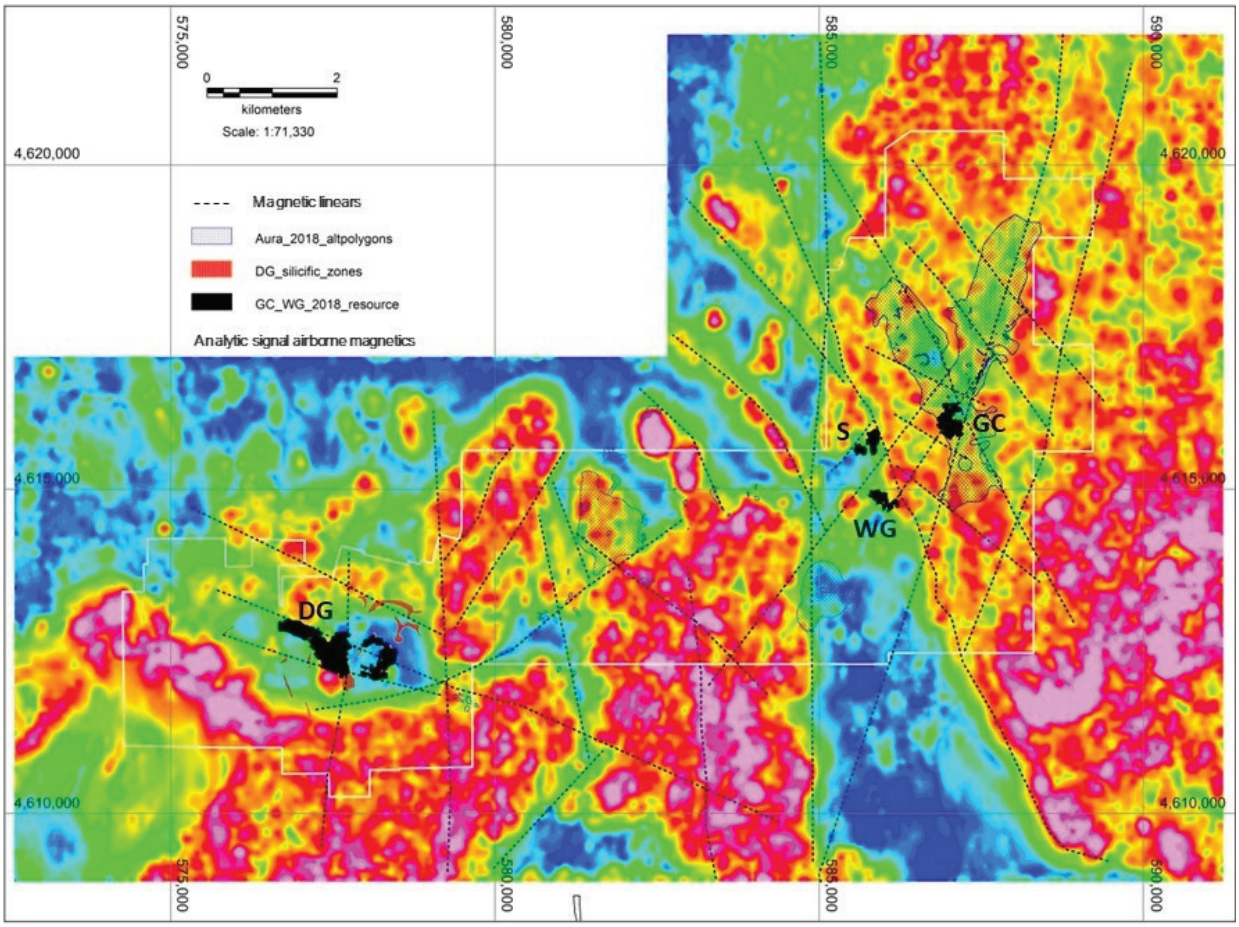
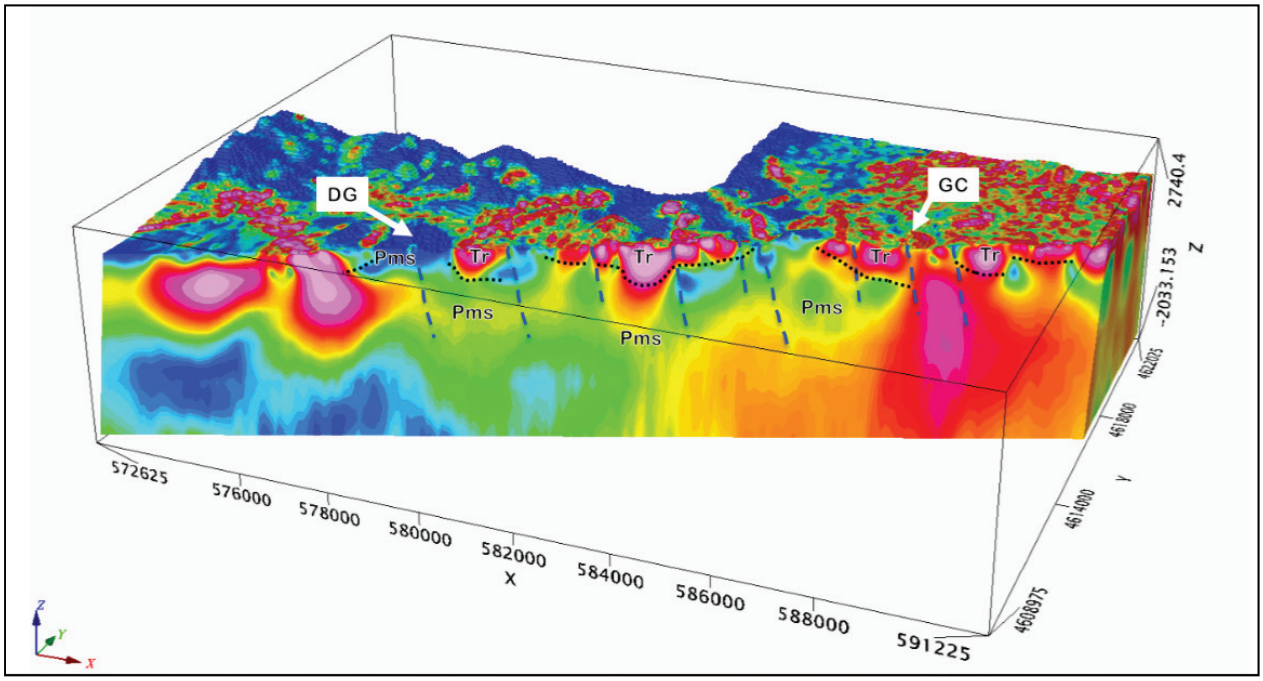


Figure 9



The view highlights subvertical structures and the sub-horizontal unconformity between Paleozoic metasedimentary rocks (Pms) and Overlying Tertiary volcanics (Tr). The intersection of high-angle structures at the unconformity are the two of the key ore-controlling features on the property. A possible Miocene intrusive center located near Gravel Creek may be fluid source and driver behind mineralization.

Drilling

Wood Gulch-Gravel Creek

Western Exploration conducted 11 exploration drilling programs in the Wood Gulch-Gravel Creek area in the years between 1998 and 2020. Drilling programs in 1998-2001 were focused on discovery of sedimentary rock-hosted gold mineralization in Schoonover Sequence rocks. Drilling in the Wood Gulch mine sought deeper, likely structurally controlled, Carlin-like mineralization at depth beneath and near the mine pit. No deep mineralization was encountered. Exploration of the Southeast and Saddle areas followed up on mineralization previously discovered by Homestake and Independence. These Western Exploration drilling programs were successful in confirming and somewhat expanding this mineralization. Drilling at the Hammerhead, Hill 7691, and Trail Creek targets realized no encouraging results.

Western Exploration drilling programs in the years 1998-2001 followed industry-accepted procedures for sample collection, preparation and analysis. The available documentation of these programs, while incomplete, indicates that program execution was professional and the results reliable.

The focus of exploration drilling shifted in 2008 to the Gravel Creek area, where mapped alteration and anomalous surface geochemistry presented an exploration target – though with no exploration model at the time. The depth of drilling was limited by budget and the available drilling equipment. This drilling encountered no economic mineralization, yet the gold grade-thickness products for these holes were better than for any hole in the previous four drill programs. All drilling was by RC methods, so the amount of geologic information obtained was limited.

The discovery holes were drilled at Gravel Creek in 2013 using RC methods. The results were very encouraging. Review of drill chips and chemical analyses in hindsight, however, suggest significant down-hole cross-sample

contamination occurred in the wet drilling. As described elsewhere in the Aura Technical Report, Western Exploration continued to refine drilling and sampling procedures to assure sample integrity.

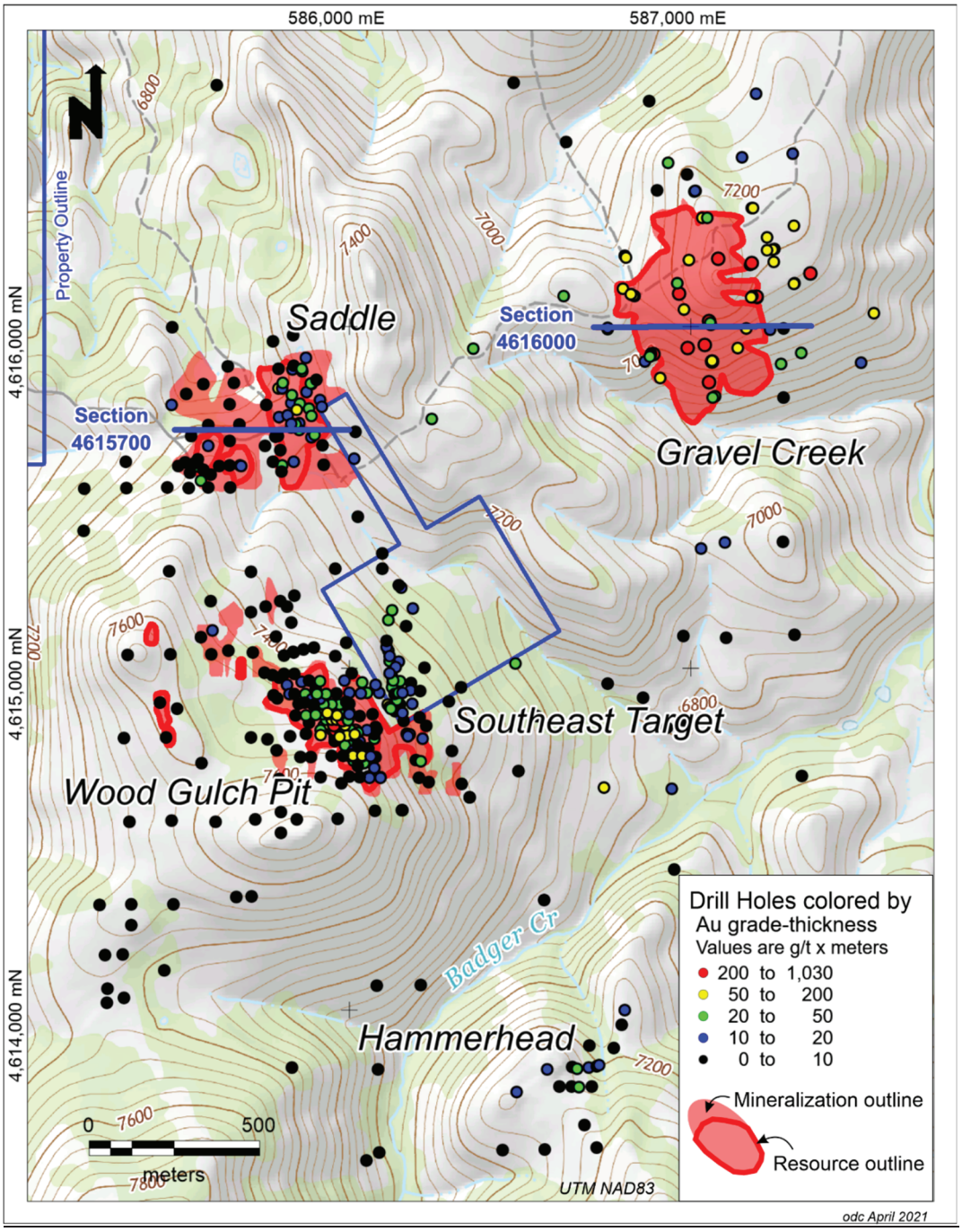
Drilling procedures followed by Western Exploration at Gravel Creek met or exceeded industry standards. Through 2016, all drilling at Gravel Creek had been on east-west lines spaced at 100m, with most holes angled with azimuth 090° or 270°. Drilling in 2017 included holes on lines spaced at 50m. Drilling in 2020 re-oriented most holes to a 225° azimuth to test the Gravel Creek and Splay faults for mineralization. Drilling to date has been adequate to generally outline the limits of mineralization and to define a reliable working geological model for the deposit. Significant additional in-fill drilling will be required to adequately define the deposit prior to undertaking any detailed studies of the feasibility of development.

There are records for a total of 458 drill holes within the Wood Gulch-Gravel Creek project area, documenting 89,388m of exploration drilling, as summarized in the below table.

Table 2 - Summary of Drill Holes within the Wood Gulch-Gravel Creek Project Area

Company	Years	Total Holes	Type	Total (m)	Total (ft.)
Homestake	1984-1989	268	8 Core, 260 RC	19,063	62,543
Independence	1992-1993	59	59 RC	7,884	25,865
Western Exploration	1998-2020	131	47 Core, 66 RC, 18 RC/Core	62,441	204,860
Total		458		89,388	293,268

Figure 10 - Wood Gulch and Gravel Creek drill hole locations



Doby George

Western Exploration conducted six exploration drilling programs at the Doby George area in the years between 1998 and 2017. Drilling programs in 1998-2001 were focused on confirmation of previous discoveries by Homestake, Independence and others. These drill programs were successful in confirming and expanding this mineralization and the overall understanding of the structural control for mineralization within the target areas. The drilling encountered gold mineralization in the West Ridge area that appears to be strongly stratabound within permeable and porous

sandstone beds of the host Schoonover rocks. Western Exploration geologists also recognized the interpreted north-south fault that defines the east side of the West Ridge zone as well as a north-northwest fracture fabric.

In 2008 and 2013, Western Exploration drilled a number of in-fill RC holes that confirmed mineralization and extensions were confirmed within the West Ridge area.

Deeper drilling completed in 1999 and again in 2000 encountered moderate to high-grade mineralization (>3.46g Au/t over 7.6m) within the Schoonover Sequence at down-hole depths ranging from about 620 to 700m. Bedding and structure orientations in core revealed that the mineralized zone encountered in both holes intercepted the same mineralized zone. Additional drilling in 2013 and 2017 (RC and core, respectively) also encountered the Doby Deep zone at vertical depths ranging from 620 to 670m. The highest-grade assays received in Doby Deep were 5.8m grading 6.7g Au/t.

Western Exploration drilling programs in the years 1998 through 2017 followed industry-accepted procedures for sample collection, preparation and analysis and the results are considered reliable. Drilling procedures followed by Western Exploration at Doby George were improved on earlier procedures.

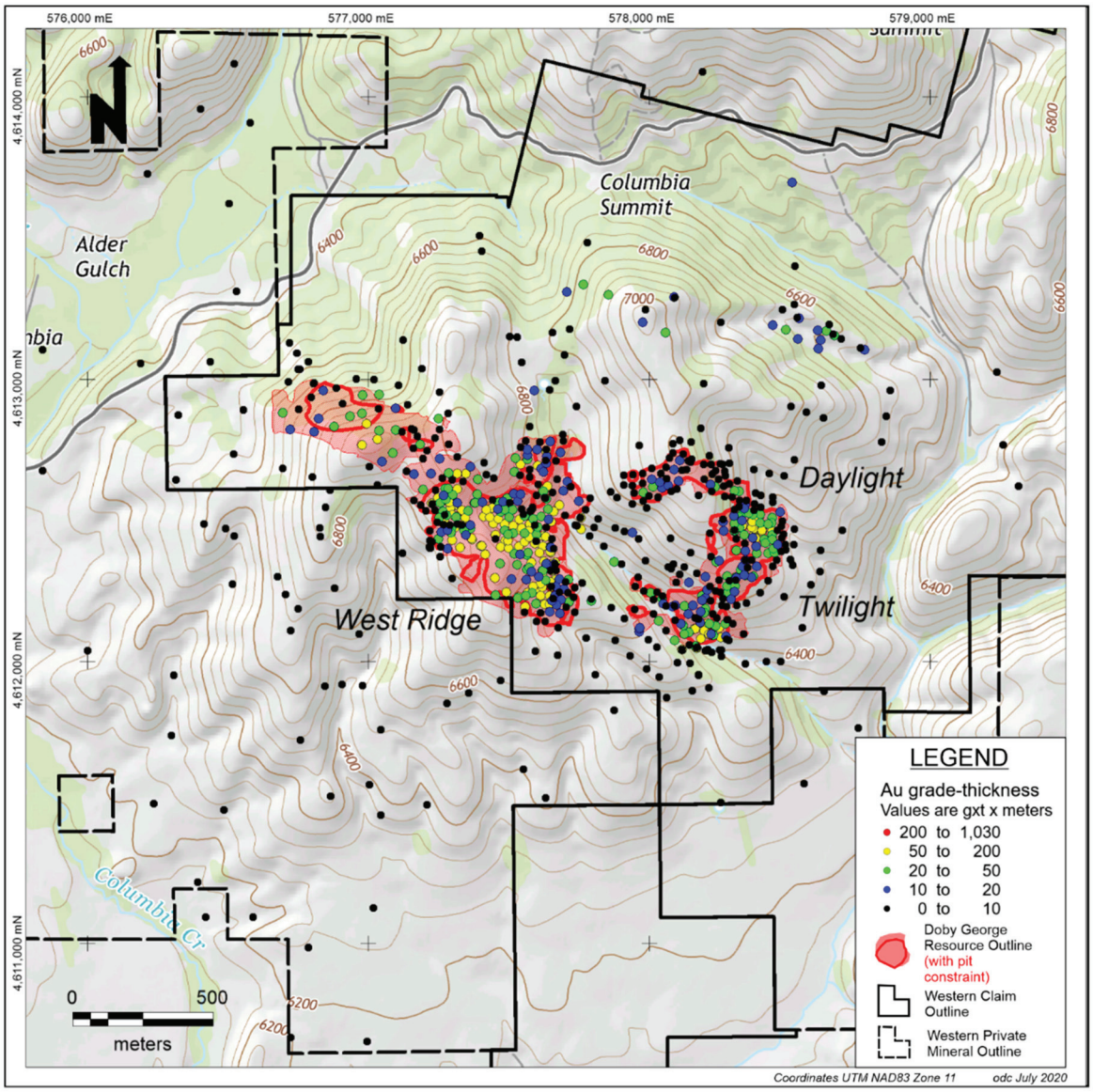
There are records for a total of 827 drill holes within the Doby George area, documenting 115,217m of exploration drilling, as summarized in the below table.

Table 3 - Summary of Drill Holes within the Doby George Area

Company	Years	Total Holes	Type	Total (m)	Total (ft.)
Homestake	1985-1990	256	Core and RC	25,589	83,953
IL Minerals	1989-1990	26	RC	3,843	12,608
Independence	1992-1993	443	Core and RC	60,307	197,858
Atlas	1995-1996	28	RC	2,836	9,304
Western Exploration	1998-2017	74	Core and RC	22,642	74,285
Total		827		115,217	378,009

The following figure is a map showing the location of drill holes in the Doby George area.

Figure 11 - Location of Historical and Western Exploration Drill Holes at Doby George



Sample Preparation, Analyses and Security

The Aura Technical Report notes that the sample collection, preparation, analysis and security measures followed by Western Exploration met or exceeded accepted standards. Following discovery of the Gravel Creek deposit in 2013, Western Exploration paid increasing attention to sample preparation, analysis and security and to documentation of procedures followed. All of the laboratories used historically and in Western Exploration's programs were independent of Western Exploration. Some of the historical assays were done by laboratories owned or operated by the then-operators. The quality assurance and quality control data support the use of the project assay data as described in the Aura Technical Report. In particular:

- Wood Gulch-Gravel Creek Area: Western Exploration maintained a continuous chain of sample custody for both RC and core samples, from drillers to Western Exploration personnel to analytical lab. RC samples and core at the drill sites were under 24hr surveillance of the drillers. Samples were delivered by the drillers to Western Exploration personnel. In 2014 to 2015, core in Mountain City was stacked beneath tarps outside of

the logging building within sight of the company office. In 2016 and 2017, all core was stored in the secure logging facility. Samples were picked up either on the project site or at the company logging facility by ALS.

Rock-chip samples collected by Western Exploration were either representative chip samples or high-grade select samples. Samples generally weighed 3-4 kilograms. Representative samples are composed of numerous small chips collected uniformly across the outcrop exposure. Select samples are composed of small chips taken from specific zones to detail a particular item, such as quartz vein material, iron oxide, fracture coatings and wall-rock mineralization. Field notes retained in the Crystal Peak office document the location and type of material sampled.

- Doby George Area: Western Exploration maintained a continuous chain of sample custody for both RC and core samples, from drillers to Western Exploration personnel to ALS. RC samples and core at the drill sites were under 24hr surveillance of the drillers. Samples were delivered by the drillers to Western Exploration personnel. In 2017 all core was stored in the secure logging facility. Samples were picked up either on site or at the company logging facility by ALS.

Rock-chip samples collected by Western Exploration were either "representative" chip samples or high-grade select samples. Samples generally weighed 3 to 4kg. Representative samples are composed of numerous small chips collected uniformly across the outcrop exposure. Select samples are composed of small chips taken from specific zones to detail a particular item such as quartz vein material, iron oxide, fracture coatings or wall-rock mineralization. Field notes retained in the Crystal Peak office document the location and type of material sampled.

Quality Assurance and Quality Control

Wood Gulch-Gravel Creek

All of the data described in the discussion of quality assurance and quality control ("**QA/QC**") is a product of work done by or information obtained from Western Exploration, and all communications with respect to the QA/QC data have been between MDA and employees of or contractors working for Western Exploration. The QA/QC data up to and including those of 2017 were merged in 2017. The QA/QC data from the 2020 drilling program has not been merged with the data from earlier work, due to the two-year period without drilling between 2017 and 2020.

The majority of the drill holes in the Gravel Creek area have associated QA/QC data. Conversely, in the Wood Gulch area a large majority of the drill holes have no associated QA/QC data.

Doby George

The available records suggest that in years prior to 1998 formal QA/QC programs were not in place. Some analyses of duplicates appear to have been done by various operators on a sporadic basis for reasons not recorded. Check assays, done at laboratories other than the laboratories which did the original assays, were in many cases done months or years after the original assays were done, at the request of later operators, presumably to verify earlier work. Western Exploration has a large set of "legacy" assay certificates. During 2017 and early 2018, these legacy certificates were used as sources to compile the historical duplicate and check assay results. This work provided a degree of QA/QC support for the assays in that part of the database that Western Exploration inherited from prior operators. For example the assays from 388 historical drill holes now have some level of QA/QC support in the form of check assays.

Western Exploration's QA/QC procedures at Doby George became more comprehensive over the years. In the most recent drill program, standard reference materials, field duplicates and field blanks were used in adequate numbers. The author recommends the addition of preparation duplicates to the QA/QC protocol for future drill programs.

The major project risk shown by QA/QC data and evaluations is the fact that legacy (historical) drill holes, which comprise the bulk of the drill hole database, have scarce, or no QA/QC support available to Western Exploration and for this study. The 393 holes that have some check analyses and QA/QC data do not preclude using the data in the resource estimate but show that the average assay grades in the database may be high by 5% to 10%. No statement can be made as to the quality of assays from 303 drill holes because no QA/QC support is currently available. Prompted by this bias shown in the QA/QC data, MDA compared Western Exploration's 6m composited gold assays from

drilling to the closest within 10m historical 6m composited gold assays from drilling and found a low bias of just over 10% in Western Exploration's data relative to the historical data.

Conclusions

Based on the audit of Western Exploration's assay, collar location and drill hole orientation data, and on the review of Western Exploration's QA/QC data, the author concludes that for the Gravel Creek and Doby George deposits these data are suitable to support a resource estimate. At Gravel Creek the quality of the assay, location and survey data need not be limiting factors on resource classification.

At Doby George, most of the drilling pre-dates Western Exploration's involvement. Most of the collar locations lack support from original sources, although with few exceptions ample secondary sources agree among themselves. Doby George assays from pre-Western Exploration drilling lack support from modern QA/QC procedures. These factors must be considered in resource classification.

The data for Wood Gulch are for the most part unaudited and lack supporting QA/QC data. This is a limiting factor on resource classification.

Based on audits of the databases, site visits, and personal inspections, it is Mr. Ristorcelli's, Mr. Ronning's and Mr. Unger's opinions that the data is adequate for the purposes used in this report, subject to the limitations discussed above.

Mineral Processing and Metallurgical Testing

Gravel Creek

Metallurgical work on Gravel Creek mineralization has included preliminary milling/cyanidation and bulk sulfide flotation testing. Results from initial milling/cyanidation testing on samples from the Gravel Creek deposit showed that that the mineralization is generally refractory to cyanidation treatment, either by heap leaching or whole ore milling/cyanidation. Testing indicated that the gold was locked in sulfide minerals, and to a minor degree, preg-robbing carbon minerals were present. It was noted that oxidative pretreatment of the mineralization will probably be required to achieve acceptable cyanide gold recoveries from the Gravel Creek material.

Preliminary flotation testing shows that the Gravel Creek sulfide mineralization responds well to conventional sulfide flotation methods. These tests indicated that gold recoveries in the low to mid 90's (percent) can be achieved with a flotation rougher concentrate weighing less than 10% of the feed weight. Such concentrates may be refractory to cyanide leaching according to the test result, and may require oxidative pretreatment processing to maximize cyanidation gold recoveries. It was noted, however, that concentrate generated from the Frost Creek material may be more amenable to cyanidation, with very fine grinding.

Doby George

Metallurgical testing at Doby George has been more detailed and extensive than that done at Wood Gulch-Gravel Creek. Drill core composites representing oxidized materials from the West Ridge, Daylight and Twilight zones have been tested. Column leach testing of material from these three areas shows that oxidized material generally is amenable to simulated heap leach cyanidation treatment. Heap leach gold recoveries approaching 70% can be expected for most of the materials represented by the samples tested. Reagent consumptions are expected to be moderate. Although most of the historical testing was conducted on relatively fine (3/4in or finer) feeds, available testing indicates good potential for reasonable recovery of gold from coarser material (two stage crusher product) in a commercial circuit. Based on a very limited amount of test data on mixed-oxidized and unoxidized mineralization, significantly lower gold recoveries (~35% and ~10%, respectively) are assumed for these two styles of mineralization until additional metallurgical test work can be completed.

Southeast and Saddle

Testing on samples from the Southeast and Saddle areas demonstrated varying degrees of heap leach amenability. Agglomeration pre-treatment, with relatively high additions of binder, would likely be required for heap leaching of the Wood Gulch pit material represented by the samples tested.

Mineral Resource Estimates

The updated Wood Gulch-Gravel Creek mineral resource estimate has an effective date of May 28, 2021, and was completed by Mr. Unger based on data derived from drilling completed to the end of 2020.

The Doby George mineral resource estimate was completed on April 11, 2018 by Mr. Ristorcelli, based on data derived from drilling completed to the end of 2013, and two deep holes that were drilled in 2017. Because there has been no additional drilling at Doby George since 2017, and there has been no material change in metal prices, recovery assumptions and cost parameters since 2018, the resource estimate completed in 2018 remains current.

The authors of the Aura Technical Report classify resources in order of increasing geological and quantitative confidence into Inferred, Indicated, and Measured categories in accordance with the "*CIM Definition Standards - For Mineral Resources and Mineral Reserves*" (2014) and therefore NI 43-101. Readers are advised to carefully review the CIM mineral resource definitions given in the Aura Technical Report, which are accompanied by CIM's explanatory material shown in italics.

Wood Gulch-Gravel Creek Area

A. Mineral Domains

At Gravel Creek, about 80% of mineralization lies within the Frost Creek rhyolite and the remainder is primarily in the Schoonover. While it is very difficult to identify mineral domains within the Schoonover, in the Frost Creek the following domains have been identified:

- low-grade gold (~0.04g Au/t to ~1.2g Au/t) and low-grade silver (~2g Ag/t to ~20g Au/t) mineralization is generally in weakly broken rock with irregular and often hairline quartz veinlets;
- mid-grade gold (~1.2g Au/t to ~6g Au/t) and mid-grade silver (~20g Ag/t to ~90g Ag/t) mineralization is generally related to strong brecciation forming the ground preparation, and quartz and silica veining; and
- high-grade gold (>~6g Au/t) and high-grade silver (>~90g Ag/t) mineralization is found in veins, commonly with banded textures and often containing dark disseminated sulfides.

Silver-rich veins and breccias are generally dark gray to black; gold-rich and relatively silver-poor veins and breccias are generally light gray.

In the Wood Gulch Pit area, essentially all the mineralization lies within the Schoonover. Much of the drilling was done prior to Western Exploration's acquisition of the property and much of that drilling was RC. That, combined with as-yet poorly understood controls of mineralization, resulted in mineral domains that were dominantly defined by grades:

- low-grade gold (~0.04g Au/t to ~0.4g Au/t);
- mid-grade gold (~0.4g Au/t to ~6g Au/t); and
- high-grade gold (>~6g Au/t).

Silver was estimated within the gold domains in the Wood Gulch area.

B. Mineral Resources Wood Gulch and Gravel Creek

Once the mineral domains were defined and modeled on the east-west cross sections, the domains were used to code drill-hole samples. Quantile plots were made of the coded assays. Outlier grades were reviewed on screen and descriptive statistics were calculated. Capping values were determined within each of the gold and silver domains, as well as for assays outside modeled mineral domains. Capping for each domain was determined by first assessing the grade above which the outliers occur. Then those outlier grades were reviewed on screen to determine materiality, grade and proximity of the closest samples, and general location.

Once the capping was completed, the drill holes were down-hole composited to 3m intervals, honoring the domain boundaries. Three meters was chosen because by far the majority of samples are 1.5m long.

Four estimates were completed: nearest neighbor, inverse distance cubed ("**ID**"), kriged and polygonal. These estimates (except for the polygonal) were run several times in order to evaluate the results and determine sensitivity to estimation parameters. The ID estimate is the reported estimate.

Two successive estimation passes were run for each metal and each domain; a first long pass projecting 100m to 400m along the primary axes was used to fill in all blocks, followed by a short pass. The long pass is long because of faulted offsets separating blocks from sample points a long way spatially but not geologically. Range restrictions for the higher grades were applied (in the second and shorter estimation pass).

Mr. Unger classified the Wood Gulch and Gravel Creek resources giving consideration to the confidence in the underlying database, sample integrity, analytical precision/reliability, and geologic interpretations. All material in the Wood Gulch Pit area is classified as Inferred due to the limitations on data verification (discussed in the Aura Technical Report), poorly understood geology and styles of mineralization, essentially non-existent QA/QC data, very few core holes, and no known metallurgical information. It is expected that a majority of these Inferred resources would be upgraded to Indicated resources with continued study and at least some drilling and assaying, and metallurgical test work.

Material at Gravel Creek is classified as both Indicated and Inferred. The majority of the material is Inferred, which reflects the amount of drilling more than anything, although the percentage of Indicated is higher in the 2021 estimate compared to the 2017 and 2018 estimates. There is good quality drill data (after removing those samples that are deemed contaminated), good QA/QC results, and very good geologic understanding of the deposit and mineralization. It is expected that a large majority of these Inferred resources would be upgraded to Indicated resources with additional drilling.

The Aura Technical Report contains tables that present the estimates of the Indicated and Inferred resources at Wood Gulch and Gravel Creek (see Table 4, Table 5, and Table 6). The author has used his judgment with respect to the technical and economic factors likely to influence the "*prospects for eventual economic extraction*" and the estimates listed in certain of the tables to fulfill that requirement.

Table 4 - Gravel Creek Indicated Resources

Indicated - Gravel Creek						
Cutoff	**Tonnes**	**Grade**	**Grade**	**Ounces**	**Grade**	**Ounces**
g Au/t		**g AuEq/t**	**g Au/t**	**Au**	**g Ag/t**	**Ag**
2.00	2,079,000	4.58	3.72	249,000	59.6	3,986,000

Table 5 - Gravel Creek Inferred Resources

Inferred - Gravel Creek						
Cutoff	**Tonnes**	**Grade**	**Grade**	**Ounces**	**Grade**	**Ounces**
g Au/t		**g AuEq/t**	**g Au/t**	**Au**	**g Ag/t**	**Ag**
2.00	5,394,000	3.77	3.12	540,000	45.5	7,897,000

Table 6 - Wood Gulch Inferred Resources

Inferred - Saddle-Southeast						
Cutoff	**Tonnes**	**Grade**	**Grade**	**Ounces**	**Grade**	**Ounces**
g Au/t		**g AuEq/t**	**g Au/t**	**Au**	**g Ag/t**	**Ag**
0.20	4,359,000	0.74	0.66	93,000	5.8	808,000

These mineral resources are not mineral reserves and do not have demonstrated economic viability. The mineral resources are diluted to 4m by 4m by 4m blocks. Reporting cutoffs are in gold-equivalent grades, which for this estimate are calculated with a ratio of gold:silver of 70:1. No consideration is being made in the calculation for different silver and gold metallurgical recoveries because the metallurgy is preliminary and insufficiently conclusive to make such a distinction.

C. Discussion of Resources

The current resources are within a cluster of epithermal, low-sulfidation, and precious-metal deposits. Gravel Creek is the largest of the centers of mineralization, extending roughly 800m in a north-south direction. The deposit as presently defined is 900m wide (east-west) and reaches 80m thick. The deposit strikes to the north and dips at about 20° to the east in the central part. The northern part of the deposit dips more steeply to the north at about 45° striking roughly east-west.

The Gravel Creek deposit shows significant vertical zonation with the better grades below about 1,800m above mean sea level, or about 400m below the surface. That zonation may be at least partly due to the locations of favorable structural and lithological controls.

Approximately one fifth of the Gravel Creek deposit is in the Schoonover, and the remainder is in the Frost Creek along with a very small amount in tuffaceous rocks in the Mori Road. The entire Gravel Creek deposit is unoxidized and the silver to gold ratio at Gravel Creek is 15:1. Essentially all of the Saddle and Southeast deposits are in the Schoonover with a small amount in the overlying Wood Gulch unit, and most of these deposits lie in the oxidized zone. The silver-to-gold ratio at Wood Gulch is ~10:1.

A significant outcome of Western Exploration's work has been the development of a good geologic model, which provided the basis of the current resource estimate and, just as importantly, can be used to guide future drilling at Gravel Creek, and elsewhere in the project area. The model has been demonstrated to be a good predictive model, with the exception that it is difficult to predict the thickness of the Frost Creek because it lies on an erosional unconformity where the paleosurface apparently had significant topographic relief.

All of the resources are classified as Inferred at Wood Gulch reflecting the inadequate understanding of geology, dominance of RC drilling, incomplete historical supporting data, little metallurgical test work, and lack of QA/QC. It is expected that a majority of these Inferred resources would be upgraded to Indicated resources with continued exploration drilling, detailed geologic studies, database validation and the acquisition of QA/QC data. There are no density measurements for material in either Saddle or Southeast.

Gravel Creek has some Indicated resources which portrays the high level of geological understanding, supporting QA/QC data, and a database with higher confidence. The small amount of Indicated relative to total resources is a reflection of the early stage of the project and the need for additional drilling. The amount of Indicated resources did increase as a result of the drilling done in 2020.

MDA ran a series of optimized pits and stope optimizations using variable gold and silver prices, mining costs, processing costs and processing scenarios to determine what near-surface mineralization may meet the requirement of having *reasonable prospects for eventual economic extraction*. To determine *reasonable prospects for eventual economic extraction* for the material that could be mined from underground, Mr. Unger evaluated continuity of mineralization, volumes and mineability. In all cases, the known mineralization is larger than what is reported as meeting CIM's guidelines requiring *reasonable prospects for eventual economic extraction*.

Mr. Unger is not aware of any unusual environmental, permitting, legal, title, taxation, socio-economic, marketing, or political factors that may materially affect the Gravel Creek or Wood Gulch mineral resources as of the date of the Aura Technical Report. These mineral resources are not mineral reserves and do not have demonstrated economic viability.

Doby George Area

A. Mineral Domains

Gold domains based on sample assays were modeled on 30m sections, using geologic modeling on section as a guide. The domains were defined based on population breaks on cumulative probability plots ("**CPPs**") for West Ridge and Daylight/Twilight separately. Core photos, where available for a limited number of these holes, were reviewed, and proved to be beneficial to the model. Whole-rock geochemistry and trace-element data were considered during domain modeling but were not used in estimation.

The following domain grade breaks were identified and used to model gold at West Ridge: Low-grade domain - ~0.04g Au/t to ~1.5g Au/t, and high-grade domain >~1.5g Au/t. At Daylight and Twilight, the following domain grade breaks were used: Low-grade domain from ~0.1g Au/t to ~0.8g Au/t, and high-grade domain >~0.8g Au/t. It is difficult to define the geologic characteristics of each domain because of the heavy oxidation in much of the deposit, as well as the lack of core drilling. The differing grade profiles on the CPP graphs may be caused by the presence of more structural control to mineralization at the south end of Twilight. Gold domains were truncated against granodiorite and Frost Creek volcanic rocks.

After sectional interpretations were completed, the gold domains were snapped to drill holes and sliced for modeling on long sections. The long sections are spaced at 6m, are located at each midblock in the block model, and are perpendicular to the 30m-spaced sections.

B. Mineral Resources Wood Gulch and Gravel Creek

Mr. Ristorcelli classified the Doby George resources giving consideration to the confidence in the underlying database, sample integrity, analytical precision/reliability, QA/QC results, and confidence in geologic interpretations. All modeled material is classified as Indicated or Inferred. Indicated classification was assigned based on various combinations of nearest, average and farthest distances to composites. All but a fraction of one percent of the Indicated blocks used the maximum number of composites to estimate the gold grades. Estimated material outside modeled domains received a maximum classification of Inferred for blocks within 20m of a drill hole but the estimate outside domains was severely restricted for higher grades, such that composite grades >0.1g Au/t carried no influence beyond 6m of a drill hole. There are no Measured resources.

The newly modeled area in the northwest part of West Ridge is classified as Inferred due to the limited and wide-spaced drilling. The area between West Ridge and Daylight/Twilight is not classified or reported as a resource because of the uncertain controls of mineralization. The lack of geologic understanding of the vertical zone at the south end of Twilight would warrant classification in the area as entirely Inferred; however, drilling is very concentrated, and there

is a relatively high percentage of core in the zone. Mineralization is not projected far from drilling, which reduces the risk of overestimating tonnes or grade. Therefore, Indicated classification was allowed in the Twilight zone.

Table 7 and Table 8, below, present the estimate of the Indicated and Inferred gold resources at Doby George. Technical and economic factors, as judged by Mr. Ristorcelli, were applied so that the reported resources reflect the "*prospects for eventual economic extraction*" and Table 7 and Table 8 do fulfill that requirement. These mineral resources are not mineral reserves and do not have demonstrated economic viability. The mineral resources are diluted to 6m by 6m by 6m blocks.

Table 7 - Doby George Global Resources Indicated Gold Resources

	Indicated		
Cutoff			
g Au/t	**Tonnes**	**g Au/t**	**oz Au**
variable*	12,922,000	0.98	407,000

*0.2g Au/t - oxide resources, 0.3g Au/t - mixed redox, and
1.2g Au/t – reduced rounding may cause minor differences in totals

Table 8 - Doby George Global Resources Inferred Gold Resources

	Inferred		
Cutoff			
g Au/t	**Tonnes**	**g Au/t**	**oz Au**
variable*	4,999,000	0.73	118,000

*0.2g Au/t - oxide resources, 0.3g Au/t - mixed redox, and
1.2g Au/t – reduced rounding may cause minor differences in totals

Seventy-seven percent of the resources by ounces and 72% of the resources by tonnes in Table 7 and Table 8, above, are classified as Indicated. Inferred resources could be upgraded to Indicated with improved understanding of the geology of the deposits (particularly with better understanding of the controls on mineralization), improved QA/QC performance, and additional infill drilling and assaying.

C. Discussion of Resources

West Ridge, Daylight, and Twilight contain 75%, 17%, and 8% of the total global resource ounces at Doby George, respectively, at a fixed cutoff grade of 0.2g Au/t. Mineralization at West Ridge appears to be stratigraphically controlled on a west-dipping limb of the Doby George anticline. Mineralization at Daylight and part of Twilight is similarly controlled by stratigraphy, and dips south along the crest and east limb of the anticline. The geometry of gold at the south end of Twilight is sub-vertical, east-striking, crosses bedding, and is interpreted to be structurally controlled.

The total polygonal gold resource in terms of tonnes, grade, and ounces was slightly higher than the undiluted ID by a few percentage points. Three different estimation runs with modified parameters were done, until the final model was chosen. The total NN, ID, and K undiluted estimates were compared, and some minor biases at 0g Au/t cutoff were noted between the different methods but did not change materially with each run. In the reported version, the maximum difference between NN, ID and K estimates was 3.5%, and they were mostly closer than that. Mr. Ristorcelli believes the differences may in part be due to clustering of data.

As noted previously, no resources were classified as Measured. Mr. Ristorcelli's reasons for this were (1) the number of undocumented assays (12%), (2) number of drill holes that do not have any QA/QC (303), (3) the small amount and lack of spatially and geologically representative specific gravity data, (4) the predominance of RC drilling

compared to core, (5) persistent low bias in check assays, and (6) a database that is still in flux and not entirely completed (remaining issues are small but still exist). Offsetting those negative attributes of project data, Doby George drill density is very tight as demonstrated by the fact that more than 99% of the Indicated blocks have the maximum number of composites used to estimate grades for those blocks. Furthermore, four different well-known companies each with their own sampling, preparation, drilling and analytical procedures drilled Doby George.

Results of check analyses and other QA/QC data indicate a risk that the historical assay grades in the database have a positive (assay in database greater than check assay) average bias of 5% to 10%. Mr. Ristorcelli compared Western Exploration's drilling's capped gold assays composited to 6m to all historical capped gold assay also composite to 6m bench-composites. All holes were sampled in their entirety, so no sample-selection bias exist. Compositing capped assays to 6m bench composites further eliminates any potential sample-selection bias or potential sample-length bias. The criteria used in this evaluation were pairing composites solely within 10m of each other thereby eliminating potential location bias. The total number of paired samples was 122, representing 732m of drilling. Mr. Ristorcelli found a low bias in Western Exploration's data as seen in the check assays of just over 10%. Having said that, four other companies – Homestake, IL Minerals, Independence, and Atlas – have drilled at Doby George, each with their own drilling and sampling techniques, analytical procedures, and quality control procedures (albeit unrecorded). This risk of a potential bias of say 10% can be better understood or eliminated with infill drilling, further comparisons of gold grades by campaign, or additional QA/QC on available samples.

Continuity of higher grades of mineralization at Daylight is considered good, but the low-grades change rapidly. Similar but not as evident relationships are found at West Ridge. Continuity of mineralization between sections in the stratabound portion of Twilight is evident, but not strong. Sections may not be oriented optimally perpendicular to structural and/or mineralization trends; however, the sub-vertical component of mineralization at the south end of Twilight strikes roughly east-west and is properly represented on north-south sections.

Observations in core in the South Twilight zone indicate structure is a control of mineralization, however, stratigraphic controls also exist. Oxidation boundaries are depressed in the area, and the zone occupies a low in the top of unoxidized and bottom of oxidized zones, further suggesting structural influence. Logged siltstone appears to be associated with the zone and mineralization. Stratigraphically controlled mineralization extends from the zone up-dip to the north, but not down-dip to the south.

Because this is a pit-constrained resource, additional estimated tonnes, grade and ounces of mineralization exist that fulfill all the criteria for reporting except that they do not lie above the reporting pit surface.

Mr. Ristorcelli is not aware of any unusual environmental, permitting, legal, title, taxation, socio-economic, marketing, or political factors that may materially affect the Gravel Creek or Wood Gulch mineral resources as of the date of the Aura Technical Report.

Recommendations

The Aura Project is host to two significant precious metal deposits controlled by Western Exploration. Wood Gulch-Gravel Creek and Doby George have six drill-defined sub-deposits. In addition, exploration work conducted between 2017 and 2020 has identified quality untested exploration targets that can lead to discovery and definition of additional resources. Open ground between Doby George and Wood Gulch-Gravel Creek was staked in 2017. Subsequent mapping in 2018 demonstrated that the newly acquired claims are underlain by the same stratigraphy that is currently host to the known deposits and presents several zones of alteration and coincident soil geochemistry that warrant future drilling.

A two-phase exploration program is recommended for both Wood Gulch-Gravel Creek and Doby George.

Phase 1

Phase 1 includes, among other things, the following, with the overall work program budgeted at USD $2.84 million (as summarized in Table 6, below):

- In respect of the Doby George area:
    - Complete 2,134m (7,000ft) of PQ core drilling in 10-12 holes within the in-pit resource to acquire oxide, mixed and unoxidized mineralization for cyanide leaching test work and geotechnical information, while also confirming the historical-drill assay grades and the geologic model. Four to eight of the holes will be completed in the West Ridge deposit and the remainder will be split between the Daylight and Twilight deposits (Estimated Cost: USD $1,471,000).
    - Continued metallurgical testing to define the optimal heap-leaching conditions for oxidized material is planned using large-diameter columns. Mixed material, which has undergone very little metallurgical test work, will be tested. Unoxidized mineralization is untested and will receive little attention with respect to metallurgy. Large-diameter (PQ) core will provide sample material (Estimated Cost: USD $250,000).
- In respect of the Wood Gulch-Gravel Creek area:
    - Surface mapping, geochemical sampling and geophysics (IP and Resistivity) to define priority targets within the broad (1.5 x 4.0km) area of alteration within the Jarbidge volcanics north and northeast of Gravel Creek, and in between Gravel Creek and Wood Gulch, in preparation for 2022 exploration drilling (Estimated Cost: USD $170,000, including geologist time, geochemical sampling and geophysics).
    - Complete follow up metallurgical test work as recommended by McClelland Laboratories in 2020. This work will include testing concentrates with fine grinding and intense cyanidation to produce doré. Additional flotation test work will focus on minimizing arsenic contents in the precious metal concentrate (Estimated Cost: USD $50,000).

Table 9 - Crystal Peak Estimated Phase 1 Recommended Budget

PHASE 1		Total	Notes
PERMITING, BOND, FEES			
Reclamation Bond premiums		$ 9,500	
Permitting and Bond		$ 176,000	
County and BLM Claim Fees		$ 125,000	
Subtotal Permit-Bond-Fees		**$ 310,500**	**TOTAL PERMIT-BOND-FEES**
DRILLING			
Gravel Creek:		$ -	
Access Road Repair			
GC Area Generative	$100/ft-$328/m	$ -	
GC Extension	$100/ft -$328/m	$ -	
Subtotal GC Drilling		**$ -**	**TOTAL DRILL Gravel Creek**
Doby George:		**$ -**	
Access Road		$ 50,000	***repair access road***
MET Drilling -PQ	$142/ft - $464/m	$ 994,000	***7,000ft (2,134m)***
Subtotal DG Drilling		**$ 1,044,000**	**TOTAL DRILL Doby George**
Drilling Support			
General Drilling Expense+Assay	$23/ft - $75/m	$ 161,000	***7,000ft (2,134m)***
Road Construction drill support	$38/ft - $125/m	$ 266,000	***7,000ft (2,134m)***
Subtotal Drilling Support		**$ 427,000**	**TOTAL DRILL SUPPORT**
METALLURGY			
Doby George		$ 250,000	
Gravel Creek		$ 50,000	
Subtotal Metallurgy		**$ 300,000**	**TOTAL METALLURGY**
Mountain City Field Costs			
		$ 160,000	
Subtotal Capital		**$ 160,000**	**TOTAL CAPITAL**
EXPLORATION			
Geological Expense		$ 336,000	
Data management/manager		$ 90,000	
Geophysics		$ 150,000	
Geochemical Samples		$ 20,000	
Subtotal Exploration		**$ 596,000**	**TOTAL EXPLORAATION**
TOTAL BUDGET:		**$ 2,837,500**	**TOTAL BUDGET**

Phase 2

Phase 2 is contingent on positive results from Phase 1, with the Phase 2 to be focused on advancing the Doby George deposits to Pre-Feasibility level and Gravel Creek to Preliminary Economic Assessment level.

If Phase 1 is successful, Phase 2 would be scheduled for the 2022 and 2023 field seasons and would include the following work program, budgeted at USD $16.2 million as summarized in Table 6, below:

- In respect of the Doby George area:
    - At Doby George, the successful completion of Phase 1 should provide enough geological and metallurgical knowledge to advance the project to a Pre-Feasibility study (Estimated Cost: Approx. USD $1,000,000).
    - Metallurgical test work will be completed at both Doby George to at least a Pre-Feasibility level. The focus at Doby George will be to outline and optimize crush size, reagent needs and consumption, leach time and kinetics (Estimated Cost: Approx. USD $300,000).
    - Complete 3,330m (10,000') of RC drilling in15 to 25 holes to extend the current limits of the resource by moderate step-outs of 30-60m at depth and on the periphery of the known mineralization (Estimated Cost: Approx. USD $1,210,000).
- In respect of the Wood Gulch-Gravel Creek area:
    - Complete 4,900m (16,000ft) of RC drilling testing favorable geologic-structural-geophysical target areas within both the "GAP" area between Wood Gulch and Gravel Creek resources and along the Tomasina Fault zone and other known geological, geochemical and geophysical targets around Gravel Creek (Estimated Cost: Approx. USD $1,936,000).
    - Complete 14,600 meters of diamond drilling in 12 to 18 drill holes in newly identified targets from above, and step outs of, the current resource area (Estimated Cost: Approx. USD $7,895,800).
    - The data collected through 2022 should be sufficient for completing a Preliminary Economic Analysis on the Gravel Creek deposit in 2023 (Estimated Cost: Approx. USD $250,000).
    - Additional flotation and gravity-recovery tests will be completed to better understand variations in recovery across different ore styles and blends and deliver a study on the grade and composition of final float concentration products (Estimated Cost: Approx. USD $200,000).

Table 10 - Phase 2 Aura Project Recommendations and Budget

PHASE 2	Total	Notes
PERMITING, BOND, FEES		
Reclamation Bond premiums	$ 9,500	
Permitting - Stantec -Doby Mine Plan	$ 250,000	
Permitting - Stantec	$ 75,000	
County and BLM Claim Fees	$ 124,500	
Subtotal Permit-Bond-Fees	**$ 459,000**	
DRILLING		
Gravel Creek:	$ -	
Access Road Repair	$ 100,000	
Core -follow up on 2021 exploration	$ 4,429,404	***32,800ft (10,000m)***
and GC stepout $100/ft-$328/m	$ 1,500,000	***15,000ft (4,600m)***
Gap RC and Generative Holes $60/ft-$197/m	$ 960,000	***16,000ft (4,900m)***
Subtotal GC Drilling	**$ 6,989,404**	**TOTAL DRILL Gravel Creek**
Doby George:	**$ -**	
Access Road	$ 100,000	
RC Drilling - Generative $60/ft - $197/m	$ 600,000	***10,000ft (3,300m)***
	$ -	
Subtotal DG Drilling	**$ 700,000**	**TOTAL DRILL Doby George**
Generative Exploration	**$ -**	
	$ -	
	$ -	
	$ -	
Subtotal Generative Drilling	**$ -**	**TOTAL DRILL Generative**
Drilling Support		
General Drilling Expense+Assay $23/ft - $75/m	$ 1,697,400	**73,800ft (22,500m)**
Road Construction drill support $38/ft - $125/m	$ 2,804,400	**73,800ft (22,500m)**
Subtotal Drilling Support	**$ 4,501,800**	**TOTAL DRILL SUPPORT**
METALLURGY		
Doby George	$ 300,000	
Gravel Creek	$ 200,000	
Subtotal Metallurgy	**$ 500,000**	**TOTAL METALLURGY**
TECHNICAL STUDIES		
Doby George PFS	$ 1,000,000	
Gravel Creek PEA	$ 250,000	
Subtotal Technical Studies	**$ 1,250,000**	
MTN CITY COSTS		
Field costs	$ 160,000	
Subtotal Mtn. City	**$ 160,000**	
EXPLORATION		
Geological Expense	$ 1,500,000	
Subtotal Exploration	**$ 1,500,000**	**TOTAL EXPLORATION**
TOTAL BUDGET:	**$ 16,220,204**	**TOTAL BUDGET**

RISK FACTORS

The resource exploration industry is an inherently risky business with significant capital expenditures and volatile metals markets. The marketability of any minerals discovered may be affected by numerous factors that are beyond Western Exploration's control and which cannot be predicted, such as market fluctuations, mineral markets and processing equipment, and changes to government regulations, including those relating to royalties, allowable production, importing and exporting of minerals and environmental protection.

Capital Requirements

Western Exploration will require significant capital in order to fund its operating costs, to service future indebtedness and to explore and develop any project. Western Exploration has no revenues and is wholly reliant upon external financing to fund all of its capital requirements. Western Exploration will require additional financing from external sources to meet such requirements. There can be no assurance that such financing will be available to Western Exploration or, if it is, that it will be offered on acceptable terms. If additional financing is raised through the issuance of equity or convertible debt securities of Western Exploration, the interests of shareholders in the net assets of Western Exploration may be diluted. Any failure of Western Exploration to obtain financing on acceptable terms could have a material adverse effect on Western Exploration's financial condition, prospects, results of operations and liquidity and require Western Exploration to cancel or postpone planned capital investments.

Dependence on Mineral Exploration

Any adverse development affecting the progress of Western Exploration's exploration projects such as, but not limited to, obtaining financing on commercially suitable terms, hiring suitable personnel and contractors, or securing supply agreements on commercially suitable terms, may have a material adverse effect on Western Exploration and its business or prospects.

Metal Prices

The development and success of any project of Western Exploration will be primarily dependent on the future price of gold and other metals. Gold and base metal prices are subject to significant fluctuation and are affected by a number of factors, which are beyond the control of Western Exploration. Such factors include, but are not limited to, interest rates, exchange rates, inflation or deflation, fluctuation in the value of the United States dollar and foreign currencies, global and regional supply and demand, and the political and economic conditions of major gold-producing countries throughout the world.

The price of gold and other precious and base metals has fluctuated widely in recent years, and future serious price declines could cause any future development of and commercial production from Western Exploration's properties to be impracticable. Depending on the price of gold and other metals, projected cash flow from planned mining operations may not be sufficient and Western Exploration could be forced to discontinue any development and may lose its interest in, or may be forced to sell, some of its properties. Future production from Western Exploration's mining properties is dependent on gold and base metal prices that are adequate to make these properties economic. Furthermore, reserve calculations and life-of-mine plans using significantly lower gold and other metal prices could result in material write-downs of Western Exploration's investment in mining properties and increased amortization, reclamation and closure charges. In addition to adversely affecting Western Exploration's possible future reserve estimates and its financial condition, declining commodity prices may impact operations by requiring a reassessment of the feasibility of a particular project.

Such a reassessment may be the result of a management decision or may be required under financing arrangements related to a particular project. Even if the project is ultimately determined to be economically viable, the need to conduct such a reassessment may cause substantial delays or may interrupt operations until the reassessment can be completed.

Government Regulation, Permits and Licences

Western Exploration's mineral exploration and potential development activities are subject to various laws governing prospecting, mining, development, production, taxes, labor standards and occupational health, mine safety, toxic substances, land use, water use, land claims of local people and other matters. No assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner which could limit or curtail exploration, development or production.

Many of the mineral rights and interests of Western Exploration are subject to government approvals, licenses and permits. Such approvals, licenses and permits are, as a practical matter, subject to the discretion of the applicable governments or governmental officials. No assurance can be given that Western Exploration will be successful in maintaining any or all of the various approvals, licenses and permits in full force and effect without modification or revocation. To the extent such approvals are required and not obtained; Western Exploration may be curtailed or prohibited from continuing or proceeding with planned exploration or development of mineral properties.

Where required, obtaining necessary permits and licenses can be a complex, time consuming process and Western Exploration cannot assure that required permits will be obtainable on acceptable terms, in a timely manner or at all. The costs and delays associated with obtaining necessary permits and complying with these permits and applicable laws and regulations could stop or materially delay or restrict Western Exploration from proceeding with the development of an exploration project or the operation or further development of a mine.

Any failure to comply with applicable laws and regulations or permits, even if inadvertent, could result in interruption or closure of exploration, development or mining operations or material fines, penalties or other liabilities. Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions.

Parties engaged in mining operations or in the exploration or development of mineral properties may be required to compensate those suffering loss or damage by reason of such mining activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations.

Amendments to current laws and regulations governing operations or more stringent implementation thereof could have a substantial adverse impact on Western Exploration and cause increases in exploration expenses, capital expenditures or production costs or reduction in levels of production at producing properties or require abandonment or delays in development of new mining properties.

Competition

The mining industry is competitive in all of its phases. Western Exploration faces strong competition from other exploration and mining companies in connection with the acquisition of properties producing or capable of producing, precious and base metals. Many of these companies have greater financial resources, operational experience and technical capabilities than Western Exploration. As a result of this competition, Western Exploration may be unable to maintain or acquire attractive mining properties on terms it considers acceptable or at all. Consequently, the financial condition and any future revenues and operations of Western Exploration could be materially adversely affected.

Exploration, Development and Operational Risk

The exploration for, and development of, mineral deposits involves significant risks that even a combination of careful evaluation, experience and knowledge may not eliminate. While the discovery of an ore body may result in substantial rewards, few properties, which are explored, are ultimately developed into producing mines. Major expenses may be required to locate and establish mineral reserves, to develop metallurgical processes and to construct mining and processing facilities at a particular site.

Whether a mineral deposit will be commercially viable depends on a number of factors, some of which are the particular attributes of the deposit, such as size, grade and proximity to infrastructure, metal prices which are highly cyclical, and government regulations including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may result in Western Exploration not receiving an adequate return on invested capital. Western Exploration does not currently operate a mine on any of its properties. There is no certainty that the expenditures made by Western Exploration towards the search for, and evaluation of, mineral deposits will result in discoveries of commercial quantities of ore.

Mining operations generally involve a high degree of risk. Such operations are subject to all the hazards and risks normally encountered in the exploration for, and development and production of, gold and other precious or base metals. Such hazards and risks include unusual and unexpected geologic formations, seismic activity, rock bursts, cave-ins, flooding and other conditions involved in the drilling and removal of material, any of which could result in damage to, or destruction of mines and other producing facilities, damage to life or property, environmental damage and possible legal liability. Milling operations are subject to hazards such as equipment failure or failure of retaining dams around tailings disposal areas which may result in environmental pollution and consequent liability.

Joint Venture Strategy

Western Exploration's business strategy includes continuing to seek new joint venture opportunities. In pursuit of such opportunities, Western Exploration may fail to select appropriate joint venture partners or negotiate acceptable arrangements, including arrangements to finance such opportunities or, where necessary, integrate the acquired businesses and their personnel into Western Exploration's operations. Western Exploration cannot assure that it can complete any business arrangement that it pursues on favorable terms, or that any business arrangements completed will ultimately benefit Western Exploration's business.

Reliance on Management and Key Employees

The success of the operations and activities of Western Exploration is dependent to a significant extent on the efforts and abilities of its management, its management committee, a relatively small number of key employees, outside contractors, experts and other advisors. Investors must be willing to rely to a significant extent on management's discretion and judgment, as well as the expertise and competence of its key employees, outside contractors, experts and other advisors. Western Exploration does not have in place formal programs for succession of management and training of management nor does it have key person insurance on its key employees. The loss of one or more of these persons, if not replaced, could adversely affect Western Exploration's operations and financial performance.

No Assurance of Titles, Boundaries or Approvals

Titles to Western Exploration's Properties may be challenged or impugned, and title insurance is generally not available. Western Exploration's mineral properties may be subject to prior unregistered agreements, transfers or claims, and title may be affected by, among other things, undetected defects. In addition, Western Exploration may be unable to operate its properties as permitted or to enforce its rights with respect to its properties. Western Exploration cannot assure that it will receive the necessary approval or permits to exploit any or all of its mineral projects in the future. The failure to obtain such permits could adversely affect Western Exploration's operations.

Environmental Risks and Hazards

All phases of Western Exploration's operations are subject to environmental regulation in the jurisdiction in which it operates. These regulations mandate, among other things, the maintenance of air and water quality standards and land reclamation. They also set forth limitations on the generation, transportation, storage and disposal of solid and hazardous waste. Environmental legislation is evolving in a manner which will require stricter standards and enforcement, increased fines and penalties for non-compliance, more stringent environmental assessments of proposed projects and a heightened degree of responsibility for companies and their officers, directors and employees.

There is no assurance that future changes in environmental regulation, if any, will not adversely affect Western Exploration's operations. Environmental hazards may exist at the Aura Project in which Western Exploration holds interests which are unknown to Western Exploration at present and which have been caused by previous or existing owners or operators of the properties.

Uninsured Risks

Western Exploration's business is subject to a number of risks and hazards generally, including adverse environmental conditions, industrial accidents, labor disputes, unusual or unexpected geological conditions, ground or slope failures, cave-ins, changes in the regulatory environment and natural phenomena such as inclement weather conditions, floods and earthquakes.

Such occurrences could result in damage to mineral properties or production facilities, personal injury or death, environmental damage to Western Exploration's properties, delays in development or mining, monetary losses and possible legal liability.

Although Western Exploration maintains insurance to protect against certain risks in such amounts as it considers commercially reasonable, its insurance will not cover all of the potential risks associated with its operations. Western Exploration may also be unable to maintain insurance to cover these risks at economically feasible premiums. Insurance coverage may not continue to be available or may not be adequate to cover any resulting liability.

Moreover, insurance against risks such as environmental pollution or other hazards as a result of exploration is not generally available to Western Exploration on affordable and acceptable terms. Western Exploration might also become subject to liability for pollution or other hazards which may not be insured against or which Western Exploration may elect not to insure against because of premium costs or other reasons. Losses from these events may cause Western Exploration to incur significant costs that could have a material adverse effect upon its financial condition and results of operations.

Conservation Efforts by U.S. Federal Agencies

As of the date of this Information Circular, exploration activities at the Aura Project are conducted under the terms of approved plans of operations. The Aura Project is subject to the risk that any ongoing any proposed exploration activities at the Aura Project may become subject to landscape-scale conservation efforts by U.S. federal agencies which could restrict the types of activities that may be carried out at the Aura Project.

As an example, in September 2015, the U.S. federal agencies introduced land use plans in which ten million acres (including the Wood Gulch-Gravel Creek area) were proposed to be withdrawn from mineral entry (the "Mineral Withdrawal") as part of landscape-scale conservation efforts. Western Exploration and certain other parties filed a lawsuit in 2018 challenging the Mineral Withdrawal, which resulted in the Mineral Withdrawal ultimately being allowed to expire, in September 2017. Subsequently, in 2018, the Bureau of Land Management published an amended resource management plan and final environmental impact statement, which, in its final form, modified land use management plans to achieve conservation objectives, allow for the management of public lands for multiple use, and specifically, not reincorporating the Mineral Withdrawal. In February 2020, the Bureau of Land Management prepared a draft supplemental environmental impact statement, which is currently in review. Although it is likely that large-scale sagebrush focal areas, with greatly restricted land use management, will not be reinstated and that proposed management plan will continue to allow for multiple use, including mine development, there can be no guarantee that greatly restricted land use management will not be reinstated or that the proposed management plan will continue to allow for multiple use, including mine development.

In the event that the supplemental environmental impact statement, in its final form, or any other landscape-scale conservation efforts by U.S. federal, state, or local authorities restrict the types of activities that may be carried out at the Aura Project, or limit the uses to which all or a portion of the Aura Project may be put to, the Resulting Issuer's exploration plans may be adversely affected.

DESCRIPTION OF SECURITIES

The membership unit structure of Western Exploration consists of four types of membership units: "Class A", "Class A-1", "Class B", and "Common units". Class A, Class A-1 and Class B units entitle the holders to share in the income, gains, losses, deductions, credit, or similar items of distribution. Class A and Class A-1 membership interests have a distribution priority equal to a cumulative 6% annual return, compounded annually on any unreturned capital contributions.

Common units are reserved for employees and managers of Western Exploration as incentives. Never to exceed 10% of the total issued and outstanding units at any given time, these units entitle the holder to share in profits as decided by the appointed management committee of Western Exploration.

DIVIDENDS

Western Exploration has not declared or paid any cash dividends on any of its issued membership interests since the date of conversion to a limited liability company. Western Exploration's dividend policy will be reviewed from time to time by the board of directors in the context of Western Exploration's earnings, financial condition, capital requirements and other relevant factors. Western Exploration currently intends to retain all available funds and any future earnings to fund the development and growth of its business and Western Exploration does not anticipate to pay any cash dividends in the foreseeable future.

CONSOLIDATED CAPITALIZATION

There have been no material change in the share and loan capital of Western Exploration since the most recently completed financial year. As of the date of the Information Circular, the consolidated capitalization of Western Exploration is as follows:

Designation of Security	Amount Authorized or to be Authorized	Amount Outstanding
Class A Units	18,181.46	17,635.46
Class A-1 Units	993	993
Class B Units	1,560	1,560
Common Units	1,638.80	1,638.80

For information on the share and loan capital of Western Exploration as of the most recently completed financial year, see audited financial statements of Western Exploration, for its financial year ended December 31, 2020, as attached in Appendix "K" – *"Financial Statements of Western Exploration"* attached to this Information Circular.

PRIOR SALES

There have been no issuances of the securities of Western Exploration during the 12-month period prior to the date of this Information Circular.

For information of the securities issued in the financial year ended December 31, 2020, see to the audited financial statements of Western Exploration, for its financial year ended December 31, 2020, as attached in Appendix "K" – *"Financial Statements of Western Exploration"* attached to this Information Circular.

ESCROWED SECURITIES

Western Exploration has no securities held in escrow or subject to contractual restrictions on transfer.

PRINCIPAL SECURITYHOLDERS

To the best of the knowledge of the directors and executive officers of Western Exploration, as of the date of this Information Circular, no person beneficially own, or exercise control or direction over, directly or indirectly, more than 10% of the issued and outstanding Western Exploration membership interests, other than as set out below:

Name and Municipality of Residence	Number of Membership Interest Owned or Controlled	Percentage of Outstanding Membership Interest
Golkonda LLC (New York, USA)	14,746.09 Class A Western Units	67.6%
Agnico Eagle (USA) Limited (Nevada, USA)	2,485.49 Class A Western Units 993.00 Class A1 Western Units	15.9%

EXECUTIVE COMPENSATION

Western Exploration was not a reporting issuer at any time during its most recently completed financial year. Accordingly, in accordance with Form 51-102FV6 – *Statement of Executive Compensation – Venture Issuers*, Western Exploration is not required to provide completed executive compensation financial year information in this Information Circular. Please see Appendix "H" – *"Information Concerning the Resulting Issuer"* attached to this Information Circular for a discussion of all significant elements of compensation to be awarded to, earned by, paid to or payable to a NEO (as described below) of the Resulting Issuer following the Arrangement.

For the purposes hereof, the term Named Executive Officer, or NEO, means:

(a) each individual who, in respect of Western Exploration, during any part of the most recently completed financial year, served as chief executive officer ("**CEO**"), including an individual performing functions similar to a CEO;

(b) each individual who, in respect of Western Exploration, during any part of the most recently completed financial year, served as chief financial officer ("**CFO**"), including an individual performing functions similar to a CFO;

(c) in respect of Western Exploration and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than C$150,000, as determined in accordance with Section 1.3(5) of NI 51-102F6V, for that financial year; and

(d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was neither an executive officer of Western Exploration, nor acting in a similar capacity, as at the end of the most recently completed financial year.

(each, a "**NEO**")

From the date of incorporation until the period ended December 31, 2020, Western Exploration had two individuals who were NEOs:

(a) Darcy Marud, who was appointed the CEO in January 2018; and

(b) Curtis Turner, who was appointed the CFO in January 2021.

The table set forth below describes all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by Western Exploration or a subsidiary thereof, to each named NEO and director of Western Exploration, in any capacity, including, for greater certainty, all compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise

provided to the NEO or director of Western Exploration for services provided and for services to be provided, directly or indirectly, to Western Exploration or a subsidiary since incorporation until the end of the most recently completed financial period.

Table of Compensation Excluding Compensation Securities

Name and Position	Year	Salary, consulting fee, retainer or commission (USD $)	Bonus (USD $)	Committee or meeting fees (USD $)	Option-based awards (USD $)	Value of all Other Compensation (USD $)	Total Compensation (USD $)
Marceau Schlumberger, *Chair of the Board of Directors*	2020	488,660	0	0	0	0	488,660
	2019	488,660	0	0	0	0	488,600
Brian Kennedy, *Lead Director*	2020	25,000	0	0	0	0	25,000
	2019	25,000	0	0	0	0	25,000
Gerard Munera, *Director*	2020	0	0	0	0	0	0
	2019	0	0	0	0	0	0
John Rogers, *Director*	2020	34,000	0	0	0	0	34,000
	2019	10,080	0	0	0	0	10,080
Nicolas Schlumberger, *Director*	2020	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Darcy Marud, *Chief Executive Officer*	2020	150,000	0	0	0	0	150,000
	2019	150,000	0	0	0	0	150,000
Curtis Turner, *Chief Financial Officer*	2020	0	0	0	0	0	0
	2019	0	0	0	0	0	0

Stock Options and Other Compensation Securities

No compensation securities were granted or issued to any NEO or director of Western Exploration for the most recently completed financial year for services provided or to be provided, directly or indirectly, to Western Exploration.

Exercise of Compensation Securities by Directors and NEOs

No compensation securities were exercised by any director or NEO during the most recently completed financial year.

CONFLICTS OF INTEREST

There are potential conflicts of interest to which the directors and officers of Western Exploration may be subject in connection with the operations of Western Exploration. Some of the directors and officers are engaged and will continue to be engaged, directly or indirectly, in other businesses and situations may arise where some of the directors and officers will be in direct competition with Western Exploration. Except as otherwise disclosed in this Information Circular, no conflicts of interest currently exist between Western Exploration and a director or officer of Western Exploration.

LEGAL PROCEEDINGS OR REGULATORY ACTIONS

Except as described below, Western Exploration is not or was not a party to any legal proceedings or regulatory actions, since the beginning of the most recently completed financial year, and is not aware of any such proceedings or actions known to be contemplated.

On May 19, 2019, Western Watersheds Project, Wild Earth Guardians, Center for Biological Diversity and Prairie Hills Audubon Society filed a First Supplemental Complaint, in their pending action in the United States District Court for the District of Idaho, challenging the 2019 land use plan amendments. The record of decision (ROD) and Resource Management Plan Amendments (RMPA) were published in March, 2019. With the new RMPAs, the Bureau of Land Management (BLM) modified its approach to managing Greater Sage-Grouse habitat in land use plans by (1) enhancing cooperation and coordination with the States of Nevada and California, (2) aligning with Department of the Interior (DOI) and BLM policies issued since 2015, and (3) incorporating appropriate management flexibility and adaptation to better align with Nevada's and California's conservation plans. The BLM achieved these goals while maintaining the vast majority of sage-grouse protections it incorporated into its land use plans in 2015 but did not reincorporate the mineral withdrawals. The BLM stated that "By implementing these land use plan conservation measures and continuing to exercise its discretion to approve future project proposals under appropriate terms and conditions or deny them where appropriate, the BLM can adequately protect sage-grouse and its habitat while meeting its general obligation under FLPMA to manage public lands under principles of multiple use and sustained yield."

On October 16, 2019, the US District Court for the District of Idaho issued an order granting a motion for a preliminary injunction filed by Plaintiffs Western Exploration Watersheds Project, WildEarth Guardians, Center for Biological Diversity, and Prairie Hills Audubon Society. The court found that the Plaintiffs were likely to succeed on the merits of their claims that the BLM violated the National Environmental Policy Act (NEPA) when adopting the 2019 sage-grouse plans and enjoined implementation of the 2019 land use plan amendments (the "2019 Injunction").

In their First Supplemental Complaint, the same plaintiffs challenged the BLM's cancellation of the 2015 Proposed Mineral Withdrawals alleging the BLM's action in doing so violated the Administrative Procedures Act, NEPA and FLPMA. On March 27, 2020, Western Exploration, filed a motion with the US District Court to intervene in the case as an Interested Party on the claim challenging the BLM's cancellation of the 2015 Proposed Mineral Withdrawals. The motion was granted and Western Exploration participated in the substantive briefing on the merits of that claim. On February 11, 2021 the US District Court vacated and remanded the BLM's cancellation of the mineral withdrawal but did not reinstate it.

On March 1, 2021, Western Exploration along with several other interested parties filed a motion with the US District Court of Idaho to intervene in the case as an Interested Party to participate in Phase II of the case, the substantive briefing on the merits of the plaintiffs challenges of the 2019 land use plan amendments.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Other than otherwise disclosed in this Information Circular, no director or executive officer of Western Exploration, or membership interest holder who beneficially owns, or controls or directs, directly or indirectly, more than 10% of the outstanding Western Exploration membership interests, or any known associates or Affiliates of such persons, has or has had any material interest, direct or indirect, in any transaction or in any proposed transaction that has materially affected or is reasonably expected to materially affect Western Exploration.

AUDITOR, TRANSFER AGENT AND REGISTRAR

MNP LLP, Chartered Accountants, of Toronto, Ontario, are the auditors of Western Exploration. MNP LLP, Chartered Accountants, were appointed auditors of Western Exploration on June 10, 2020.

MATERIAL CONTRACTS

As of the date of this Information Circular, except for contracts entered into by Western Exploration in the ordinary course of business, no material contracts have entered into by Western Exploration since the beginning of the most recently completed financial year that are still in effect, other than as set forth below.

Arrangement Agreement

See in this Information Circular, under the heading *"Arrangement Agreement"*.

INTERESTS OF EXPERTS

Steven Ristorcelli of MDA, a division of RESPEC, Peter Arthur Ronning, Derick Unger, and Jack McPartland are the co-authors of the Aura Technical Report. To the knowledge of Western Exploration, none of Mr. Ristorcelli, Mr. Ronning, Mr. Unger or Mr. McPartland has a beneficial interest in the securities or assets of Western Exploration. To the knowledge of Western Exploration, each of Mr. Ristorcelli, Mr. Ronning, Mr. Unger and Mr. McPartland is a "qualified person" as such term is defined in NI 43-101.

None of the foregoing experts, nor any partner, employee or consultant of such an expert who participated in and who was in a position to directly influence the preparation of the applicable statement, report or valuation, has, has received or is expected to receive, registered or beneficial interests, direct or indirect, in Western Exploration or other property of Western Exploration or any of its associates or Affiliates, representing one percent (1%) or more of the outstanding Western Exploration membership interests.

APPENDIX "H"
INFORMATION CONCERNING THE RESULTING ISSUER

The following is a summary of the Resulting Issuer and its expected business and operations, which should be read together with the more detailed information and financial data and statements contained elsewhere in this Information Circular. The information contained in this Appendix "H"– "Information Concerning the Resulting Issuer", unless otherwise indicated, is given as of November 12, 2021.

All capitalized terms used in this Appendix "H" – *"Information Concerning the Resulting Issuer"* and not defined herein have the meaning ascribed to such terms in the *"Glossary"* or elsewhere in this Information Circular. Unless otherwise indicated herein, references to "$", "C$", "CDN $" or "Canadian dollars" are to Canadian dollars, references to "US$", "USD $" or "U.S. dollars" are to United States dollars. See in this Information Circular, *"General Matters – Currency"*. See also in this Information Circular, *"Cautionary Statement Regarding Forward-Looking Information"*.

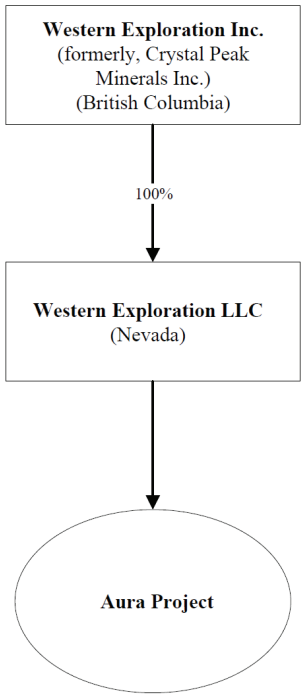
Corporate Structure

Name and Incorporation

As a condition to the Arrangement, Crystal Peak, now the Resulting Issuer, will have been continued under the laws of the Province of British Columbia. The Resulting Issuer will have its head and registered office at 666 Burrard Street, Suite 2500, Vancouver, British Columbia, V6C 2X8, Canada.

Intercorporate Relationships

Following the completion of the Arrangement, the Resulting Issuer will have the following structure:



Notes:

(1) Following the completion of the Western Exploration Membership Interest Exchange and the Arrangement, whereby the former holders of Western Exploration membership interests (including, the holders of the Promissory Notes) will transfer to Crystal Peak their entire legal and beneficial right, title and interest in and to Western Exploration in exchange for 27,695,624 post-Consolidation Crystal Peak Shares.

Description of the Business of the Resulting Issuer

On completion of the Arrangement, the Resulting Issuer will carry on the business and operations appurtenant to Western Exploration. The Aura Project is expected to be the only material property of the Resulting Issuer upon the completion of the Arrangement. Information with respect to the Aura Project is set forth in Appendix "G" – *"Information Concerning Western Exploration LLC"* to this Information Circular.

Description of Securities

The authorized share capital of the Resulting Issuer will be the same as the currently authorized share capital of Crystal Peak, and the rights associated with each Resulting Issuer Share will be the same as the rights associated with each Crystal Peak Share. The Resulting Issuer will have an unlimited number of Resulting Issuer Shares authorized for issuance and an unlimited number of Resulting Issuer Preference Shares, issuable in series.

There will be no Crystal Peak Options or Crystal Peak RSUs outstanding following the completion of the Arrangement.

There are 2,248,936 Subscription Receipts outstanding as of the date hereof, which, upon satisfaction of the Escrow Release Conditions, will convert into 2,248,936 Financing Shares and 2,248,936 Financing Warrants.

Immediately following completion of the Arrangement (including, for greater certainty, the Agnico Royalty Conversion and the Western Exploration Debt Settlement), the Resulting Issuer is expected to have 30,435,126 Resulting Issuer Shares issued and outstanding, on a non-diluted basis.

The foregoing figures are based on (i) the number of Crystal Peak Shares outstanding as of the date hereof (being 178,222,314 Crystal Peak Shares, or 490,566 Resulting Issuer Shares after giving effect to the Consolidation), (ii) the number of Crystal Peak Consideration Shares expected to be issued to former holders of Western Exploration membership interests under the Arrangement (being 27,695,624 Resulting Issuer Shares after giving effect to the Agnico Royalty Conversion and the Western Exploration Debt Settlement), (iii) the number of Resulting Issuer Shares expected to be outstanding upon the satisfaction of the Escrow Release Conditions (being 2,248,936 Resulting Issuer Shares), and (v) no securities exercisable, exchangeable or convertible for Crystal Peak Shares or Resulting Issuer Shares being exercised, exchanged or converted prior to the Closing.

Pro Forma Consolidated Capitalization

The following table sets forth *pro forma* consolidated capitalization of the Resulting Issuer as at the date hereof, both before and after giving effect to the Arrangement and the Financing.

The following table sets forth the *pro forma* consolidated capitalization of the Resulting Issuer as at June 30, 2021 on a consolidated basis, after giving effect to the Financing (including, the conversion of the Subscription Receipts), and the Arrangement (including, the Consolidation), and should be read in conjunction with the *pro forma* consolidated financial statements attached hereto as Appendix "M" – *"Unaudited Pro Forma Financial Statements of the Resulting Issuer"*.

Designation of Security	Amount Authorized or to be Authorized	**Amount Outstanding after giving effect to the Financing and the Arrangement** (as at June 30, 2021)
Resulting Issuer Shares	Unlimited	30,435,126
Resulting Issuer Warrants	N/A	2,997,604
Resulting Issuer Broker Warrants	N/A	82,752
Resulting Issuer RSUs[(2)(3)]	3,000,000	Nil
Resulting Issuer PSUs[(3)]	3,000,000	Nil

Resulting Issuer DSUs[3]	3,000,000	Nil
Resulting Issuer Options[2][3]	10% of issued and outstanding Resulting Issuer Shares	Nil

Notes:

(1) For details of the Financing, see *"Subscription Receipt Financing"*.
(2) In accordance with the plan of arrangement governing the Arrangement, there will not be any Crystal Peak Options or Crystal Peak RSUs outstanding following the Closing.
(3) The Resulting Issuer Equity Incentive Compensation Plan limits the maximum number of Resulting Issuer Shares available for issuance under the Resulting Issuer Equity Incentive Compensation Plan at 10% of the Resulting Issuer's issued and outstanding Resulting Issuer Shares from time to time, less the number of Resulting Issuer Shares reserved for issuance under all other security-based compensation arrangements of the Resulting Issuer (including, any outstanding Resulting Issuer RSUs, DSUs, PSUs and other share based awards (other than options)), provided however that the maximum number of Resulting Issuer RSUs, DSUs, PSUs and other share based awards (other than options) that may be issued under the Resulting Issuer Equity Incentive Compensation Plan may not exceed 3,000,000.

Refer to *"Principal Securityholders"* and *"Escrowed Securities"* for information relating to the Resulting Issuer Shares subject to escrow conditions.

Fully-Diluted Share Capital

The following table sets forth the proposed *pro forma* capitalization of the Resulting Issuer as at the date hereof, on a fully-diluted basis, after giving effect to the Arrangement and the Financing.

Designation of Security	Number	Approximate % (Fully Diluted)
Resulting Issuer Shares	30,435,126	90.8%
Held by original holders of Western Exploration membership interests	27,150,978	81.0%
Held by former holders of the Promissory Notes [1]	139,384	0.4%
Held by Coral Reef Capital LLC[1]	405,262	1.2%
Held by existing shareholders of Crystal Peak	490,566	1.5%
Held by former holders of Subscription Receipts	2,248,936	6.7%
Sub Total (Undiluted):	**30,435,126**	**90.8%**
Resulting Issuer Shares issuable upon the exercise of Resulting Issuer Options	Nil	0.0%
Resulting Issuer Shares issuable upon the exercise of Resulting Issuer Warrants	2,997,604	8.9%
Resulting Issuer Shares issuable upon the exercise of Resulting Issuer Broker Warrants	82,752	0.2%
Total (Fully Diluted):	**33,515,482**	**100%**

Notes:

(1) Represents only those Resulting Issuer Shares expected to be held directly as a result of the completion of the Western Exploration Debt Settlement.

Available Funds and Principal Purposes

Funds Available

The Resulting Issuer estimates that upon giving effect to the Arrangement and the Financing, it would have available funds of approximately C$6,194,534 as set out in the following table:

Sources of Funds	Estimated Amount
Net Cash from Financing[(1)]	C$5,694,534
Working Capital[(2)]	C$900,000
Less: Estimated Expenses of Financing	C$300,000
Less: Transaction Costs of Arrangement	C$100,000
Total Estimated Available Funds	**C$6,194,534**

Notes:

(1) After deducting the Cash Commission of C$265,146 from the gross proceeds from the Financing, being C$5,959,680.
(2) Represents current assets of Western Exploration (in the amount of C$2,600,000, inclusive of cash on hand following the sale to Marigold of certain non- core royalty assets, described in Appendix "G" – *"Information Concerning Western Exploration LLC"*) minus current liabilities of Western Exploration (in the amount of C$1,700,000, following the completion of the Western Exploration Debt Settlement).

Principal Purposes of Funds

The Resulting Issuer's primary objective is to advance the exploration of the Aura Project, the Resulting Issuer's only material property. To that end, the Resulting Issuer budgets approximately C$6 million for an exploration program of the Aura Project.

The following table sets forth the principal purposes for which the estimated funds available to the Resulting Issuer upon completion of the Arrangement and the Financing will be used and the current estimated amounts to be used for each such principal purpose:

Exploration Program of Aura Project	
Diamond drilling (Gravel Creek)	C$0
Diamond drilling (Doby George)	C$1,900,000
Geophysics	C$187,500
Soil Geochemistry (Gravel Creek)	C$25,000
Geologic Mapping and Supervision	C$200,000
Metallurgy (Gravel Creek and Doby George)	C$375,000
Reports and documentation (Geologic Updates and Resource Model Updates)	C$332,500
General and administrative expenses	C$2,500,000
Property Costs	C$155,625
Permitting Costs	C$231,875
Unallocated working capital	C$287,034
Total:	**C$6,194,534**

The Resulting Issuer will have sufficient funding for the next 18 month period to fund operations and to carry out the recommended Phase 1 Exploration Program on Doby George and commence the Phase 2 Exploration Program on the Aura Project. The Resulting Issuer expects to advance exploration on the Aura Project using the net proceeds of the Financing, as described above. The Resulting Issuer plans to advance exploration of the Aura Project by undertaking the Phase 1 exploration plan as recommended by the authors of the Aura Technical Report. Phase 2 will be amended based on the results of Phase 1 exploration and commenced shortly thereafter.

A breakdown of the general and administration expenses of the Resulting Issuer following the Arrangement is set out below:

Rent	C$110,000
General	C$1,789,7500
Travel Expenses	C$56,250
Filing, Accounting and Audit Costs	C$287,500
Legal Costs	C$256,250
Total:	**C$2,500,000**

In response to the COVID-19 pandemic, exploration at the Aura Project may be impacted by state and federal government restrictions on the Resulting Issuer's operations. Potential stoppages on exploration activities could result in additional costs, project delays, cost overruns, and operational restart costs. The total amount of funds that the Resulting Issuer needs to carry out the Exploration Program may increase from these and other consequences of the COVID-19 pandemic.

The Resulting Issuer's unallocated working capital will be available for further exploration work on the Aura Project, if such work is warranted based on results from the exploration programs currently planned. If not required for further work on the Aura Project, those funds will be available for acquisition, exploration or development of other mineral properties.

The Resulting Issuer intends to spend its available funds as set out above. However, there may be situations where, due to changes in the Resulting Issuer's circumstances, business outlook, exploration results, property status and or for other circumstances, a reallocation of funds is necessary in order for the Resulting Issuer to achieve its overall business objectives. Management will have the discretion to modify the allocation of the Resulting Issuer's available funds, including the net proceeds of the Financing, if necessary. If management determines that a reallocation of funds is necessary, the Resulting Issuer may redirect its available funds, including the net proceeds of the Financing, to purposes other than as described above. The actual amount that the Resulting Issuer spends in connection with each of the intended uses of funds may vary significantly from the amounts specified above and will depend on a number of factors, including those referred to under "*Risk Factors*".

Business Objectives and Milestones

The primary business objectives of the Resulting Issuer with respect to the use of its available funds over the next 18 months are as follows:

Business Objectives	Expected Period	Time	Expected Operating Cost to Achieve Business Objectives		
A. Complete Phase 1 Program	**Q1 2022 - Q4 2022**	**Phase 1 Program**	**Item**	**Units**	**Total**
1. Doby George	Q1 2022 - Q4 2022	3 months	2,134 Diamond Drilling	Meters	C$1,900,000
	Q1 2022 - Q4 2022	4 months	Metallurgical Test Work	—	C$312,500
	Q1 2022 - Q4 2022	3 months	Geochemistry and Surface Mapping	—	C$225,000
2. Gravel Creek	Q1 2022 - Q4 2022	1 month	IP Geophysics 20 line/km	—	C$187,500
	Q1 2022 - Q4 2022	2 months	Metallurgy	—	C$62,500
3. Permitting	Q1 2022 - Q4 2022	—	—	—	C$231,875

Business Objectives	Expected Period	Time	Expected Operating Cost to Achieve Business Objectives		
4. Reporting Gravel Creek and Doby George	Q1 2022 – Q4 2022	—	—	—	C$332,500
		Total:	—	—	**C$3,844,375**

At Doby George, the Resulting Issuer is expected to complete 2,134 meters of diamond drilling to confirm the continuity of mineralization within and adjacent to the currently defined resource boundaries. In addition, material collected from the 2022 drill campaign at Doby George will provide samples for optimization test work of crushing and leaching. The Resulting Issuer is expected to have C$312,500 allocated for metallurgical test work at Doby George. The drilling and metallurgical work will be used to complete an updated resource model and commence advanced pre-feasibility level studies. At Gravel Creek, exploration will focus on utilizing surface mapping, geochemistry and geophysics to better define the ore controls of the Gravel Creek and Wood Gulch resource areas to guide drilling to be completed in Phase 2. The geology will also be incorporated into a comprehensive 3D model that will incorporate past drilling information and will utilize AI machine learning to define extension targets for Phase 2 drilling. The costs to permit these areas for drilling in Phase 2 are included in the Phase 1 budgets. Additional metallurgical testing will follow up the test work completed in 2020 and will follow up favorable results from the testing program completed in 2020. The Resulting Issuer is expected to have C$62,500 budgeted for metallurgical work at Gravel Creek.

Unutilized net proceeds of the Financing, if any, will be added to the working capital of Resulting Issuer.

Dividends

There are no restrictions in the Resulting Issuer's articles or by-laws or pursuant to any agreement or understanding which could prevent the Resulting Issuer from paying dividends. The Resulting Issuer does not intend to declare or pay any dividends on any class of securities. The Resulting Issuer currently intends to retain future earnings, if any, to fund the development and growth of its business and does not intend to pay any cash dividends on the Resulting Issuer Shares for the foreseeable future. Any decision to pay dividends on the Resulting Issuer Shares in the future will be made by the Resulting Issuer Board on the basis of earnings, financial requirements and other conditions existing at the time.

Principal Securityholders

To the knowledge of the proposed directors and executive officers of the Resulting Issuer, upon completion of the Arrangement, there are not expected to be any persons or companies who beneficially own, directly or indirectly, or exercise control or direction over shares carrying more than ten percent (10%) of the voting rights attached to all outstanding Resulting Issuer Shares, other than as set out below:

	After Giving Effect to the Arrangement and the Financing	
Name and Municipality of Residence	**Number of Resulting Issuer Shares Owned or Controlled**	**Percentage of Outstanding Resulting Issuer Shares[1]**
Golkonda LLC[2] (New York, USA)	19,969,391	65.6%[4]
Agnico Eagle (USA) Limited[3] (Nevada, USA)	5,442,191	17.9%[5]

Notes:

(1) Percentage calculated on an undiluted basis, based on an aggregate of 30,435,126 Resulting Issuer Shares expected to be issued and outstanding on Closing.

(2) Golkonda LLC represents the beneficial ownership interests of approximately 70 beneficial interestholders, each of whom holds a beneficial ownership interest in the Resulting Issuer through Golkonda LLC's of record ownership of Resulting Issuer Shares.

(3) Agnico Eagle (USA) Limited will hold its ownership interest in the Resulting Issuer directly. Effective November 12, 2021, Western Exploration and Agnico Eagle (USA) Limited entered into the Agnico Redemption Agreement, pursuant to which, among other things,

Western Exploration agreed to redeem an aggregate of 2,358,490 New Western Units in exchange for the Agnico Royalty, subject to the Buyback Option. For further details, see *Appendix "G" – "Information Concerning Western Exploration LLC"*.

(4) Immediately following Closing, Golkonda LLC is expected to beneficially own, directly or indirectly, or exercise control or direction over 59.6% of the Resulting Issuer Shares on a fully diluted basis.

(5) Immediately following Closing, Agnico is expected to beneficially own, directly or indirectly, or exercise control or direction over 16.2% of the Resulting Issuer Shares on a fully diluted basis.

Directors, Officers and Promoters

Name, Address, Occupation and Security Holdings

The following table sets forth the name and municipality of residence, proposed position with the Resulting Issuer, principal occupation within the five preceding years and the number and percentage of Resulting Issuer Shares expected to be held by the proposed directors and officers of the Resulting Issuer. Each of these persons will become a director and/or officer of the Resulting Issuer, effective upon Closing. The term of office of each director will expire immediately prior to the first annual meeting of shareholders of the Resulting Issuer following completion of the Arrangement.

Name and Residence	Age	Position(s) and Office(s) with Resulting Issuer	Principal Occupation(s) During Past Five Years	Number and Percentage of Resulting Issuer Shares Held[1]
Brian Kennedy[3][4][5], (Nevada, USA)	78	Lead Director	Former Chairman, Argonaut Gold Inc.; and President and Chief Executive Officer, Meridian Gold Inc.	Nil[9] (0%)
Marceau Schlumberger[3][6], (New York, USA)	49	Chair of the Board of Directors	Founder and Managing Partner, Coral Reef Capital	650,590[7][10] (2.1%)
Nicolas Schlumberger[2], (Beijing, China)	72	Director	Former Chairman and Legal Representative, Dynabond Powertech Services Ltd.	Nil[11] (0%)
Gerard Munera[2][5][6], (Connecticut, USA)	86	Director	Managing Director, Synergex Group	50,671[8][12] (0.2%)
John Rogers[2][4][6], (New York. USA)	51	Director	General Counsel, The Ambassador Theater Group; and Partner, Pepper Hamilton LLP	Nil (0%)
Darcy Marud, (Nevada, USA)	58	Chief Executive Officer and Director[14]	Executive Vice President, Yamana Gold Inc.; and Chief Executive Officer, Western Exploration LLC	142,144[13] (0.5%)
Curtis Turner, (Nevada, USA)	48	Chief Financial Officer[15]	Chief Financial Officer, Rawhide Mining; Chief Executive Officer and Director, Candelaria Mining Corp.; and Corporate Development, Argonaut Gold Inc.	Nil (0%)
Jacob Fainzilberg, (New York, USA)	34	Corporate Secretary[16]	Vice President, Coral Reef Capital	Nil (0%)

Notes:

(1) Percentage calculated on an undiluted basis, based on an aggregate of 30,435,126 Resulting Issuer Shares expected to be issued and outstanding on Closing.

(2) Expected member of the Audit Committee of the Resulting Issuer. Mr. Gerard Munera is expected to serve as Chair.

(3) Expected member of the Compensation Committee of the Resulting Issuer. Mr. Marceau Schlumberger is expected to serve as Chair.

(4) Expected member of the Corporate Governance Committee of the Resulting Issuer. Mr. John Rogers is expected to serve as Chair.

(5) Expected member of the Technical Committee of the Resulting Issuer. Mr. Gerard Munera is expected to serve as Chair.

(6) Expected member of the Nomination Committee of the Resulting Issuer. Mr. Marceau Schlumberger is expected to serve as Chair.

(7) Includes 612,587 Resulting Issuer Shares expected to be beneficially owned by Mr. Marceau Schlumberger and held of record by Coral Reef Capital LLC, a limited liability company controlled by Mr. Marceau Schlumberger.
(8) Represents Resulting Issuer Shares expected to be beneficially owned by Mr. Gerard Munera and held of record by Synergex Group LLC, a limited liability company controlled by Mr. Gerard Munera.
(9) Excludes Resulting Issuer Shares expected to be beneficially owned through Golkonda LLC, a limited liability company in which Mr. Brian Kennedy is expected to hold an ownership interest of less than 1% on Closing.
(10) Excludes Resulting Issuer Shares expected to be beneficially owned through Golkonda LLC, a limited liability company in which Mr. Marceau Schlumberger, together with Coral Reef Capital LLC (a limited liability company controlled by Mr. Marceau Schlumberger) are expected to hold an ownership interest of approximately 3.04% on Closing.
(11) Excludes Resulting Issuer Shares expected to be beneficially owned through Golkonda LLC, a limited liability company in which Esselbe LLC (a limited liability company controlled by Mr. Nicholas Schlumberger) is expected to hold an ownership interest of approximately 3.06% on Closing.
(12) Excludes Resulting Issuer Shares expected to be beneficially owned through Golkonda LLC, a limited liability company in which Synergex Group LLC (a limited liability company controlled by Mr. Gerard Munera) is expected to hold an ownership interest of approximately 3.47% on Closing.
(13) Excludes Resulting Issuer Shares expected to be beneficially owned through Golkonda LLC, a limited liability company in which The Marud-Rivas Family Trust (a trust controlled by Mr. Darcy Marud) is expected to hold an ownership interest of less than 1% on Closing.
(14) Mr. Darcy Marud will be a direct employee and expected to spend all of his time as the Chief Executive Officer and Director of Western Exploration Inc.
(15) Mr. Curtis Turner will be an independent contractor and expected to spend approximately 40% of his time as the Chief Financial Officer of Western Exploration Inc.
(16) Mr. Jacob Fainzilberg will be an independent contractor and expected to spend approximately 15% of his time as the Corporate Secretary of Western Exploration Inc.

As a group, the directors and officers of the Resulting Issuer are not expected to own or control, directly or indirectly, any Resulting Issuer Shares immediately following the completion of the Arrangement. However, if Crystal Peak increases the size of the Financing or otherwise raises additional funds prior to or following the completion of the Arrangement, then the directors and officers of the Resulting Issuer may subscribe for securities of Crystal Peak or the Resulting Issuer in such circumstances.

The following is a list of the current directors and officers of Crystal Peak and positions held with Crystal Peak in the past five years: (i) Mr. Herbert Scruggs (Utah, United States) acted as director; (ii) Mr. Daniel Basse (Illinois, United States) acted as director; (iii) Mr. De Lyle Bloomquist (Arizona, United States) acted as director; and, (iv) Robert Curtis (Victoria, Australia) acted as director. For additional information, see Appendix "C" – *"Corporate Governance Disclosure of Crystal Peak"*. Should the Director Election Resolutions be approved at the Meeting and the Arrangement completed, the directors and officers of Crystal Peak, will be replaced by the proposed directors of the Resulting Issuer.

Resulting Issuer Board and Management Biographies

The following are brief biographies of the directors, executive officers and senior management of the Resulting Issuer.

Marceau Schlumberger, Chair of the Board

Mr. Schlumberger founded Coral Reef Capital in 2008 and is responsible for the firm's management. He serves on the investment committees of CRC Resources Fund II LP and CRC Energy Fund LP.

Prior to Coral Reef Capital, he was a Principal at Columbus Nova from 2003-2008 focusing on sourcing and managing private equity and credit investment opportunities. From 1998-2003, Mr. Schlumberger was an Associate at Triumph Capital, a growth private equity firm with over USD $950 million of funds under management.

Mr. Schlumberger currently serves on the board of directors of Shawnee Oil Company, Krewe Energy, Rawhide Mining, Western Exploration, and ROC Service Company.

Mr. Schlumberger received a BA from Yale University and an MBA from The Wharton School.

Brian Kennedy, Lead Director

Mr. Kennedy was previously chairman of Argonaut Gold Inc., a Canadian public company, between 2007 - 2015. He has served as president and CEO of Argonaut LLC, a private equity group, since 2007. He further served as chairman

and a director of Meridian Gold Inc., a publicly-held mining company, until 2007, after having served as its president and CEO from 1996 to 2006. He also served as president and chief operating officer and director of publicly-held FMC Gold Company from 1987 to 1996. Mr. Kennedy is a trustee of two non-profit corporations: the Nevada Museum of Art and the Kennedy Foundation. Mr. Kennedy is a graduate of the U.S. Naval Academy and holds an MBA degree from Harvard University. Mr. Kennedy was elected as a Director of NVE, SPPC and NPC in February 2007.

Nicolas Schlumberger, Director

Nicolas has been active in international finance (New York, Tokyo, and Paris) for 42 years. Since 2000, he has been a serial entrepreneur, a founder of SICAT (France, Bet-silicium carbide for catalysis) and of Hi Tech ventures (China, terrestrial broadcasting, wireless services), and Chairman of a high-tech company based in Chengdu, China. He is also a partner in Dynabond, a major service provider to Chinese, African, and Middle Eastern nuclear, conventional, and renewable energy markets, which is headquartered in Zurich, Switzerland.

Nicolas is a graduate of Ecole Nationale Supérieure des Mines de Nancy.

Gerard Munera, Director

Drawing upon some 50 years of experience in business and finance, Mr. Munera is widely regarded for his ability to lead companies to continued success. Since the 1960s, Mr. Munera has enjoyed a variety of positions in Latin America, the United States, France, Belgium, and England. He began his career upon graduating in 1956 from the French premiere Ecole Polytechnique in Paris, and then went on to receive a CE degree from Ecole des Ponts et Chaussees, also in Paris. Within two short decades, he rose to the position of president and chief executive officer with Howmet Aluminum Corporation in Greenwich, and then to corporate vice president of nuclear fuels and electrothermal industries with Pechiney. He relocated to Belgium in 1984 as chief executive officer of Union Miniere. He recently celebrated 20 years as the managing director of the Synergex Group, a diversified company with investments in securities, mining and high tech. He is the Executive Chairman of Arcadia Inc. and has also served as a member of the board of directors with Nevsun Resources Ltd., and as a chairman with Dynamic Materials Corporation., Inc.

John Rogers, Director

John Rogers is a U.S. corporate attorney with over 24 years of experience. He is presently the General Counsel and Business Development Director (North America) for the Ambassador Theatre Group. He has been serving as a legal and strategic advisor to Coral Reef Capital since its first portfolio investment. He was previously a partner with the law firms Pepper Hamilton LLP and Herrick, Feinstein LLP.

Darcy Marud, Director and Chief Executive Officer

Mr. Marud is a Professional Geologist with more than 30 years of precious metals exploration experience in the Americas and is an active member of the Association of Professional Geoscientists of Ontario and a graduate of the University of Saskatchewan with a BSc Honors in Geology (1985). Mr. Marud is currently the CEO of Western Exploration LLC, a Nevada based precious metals exploration company, and has been in that role since December 2017. Previously he was Senior VP Exploration at Yamana Gold from 2007 to 2013 and Executive Vice President - Enterprise Strategy from 2014 until his departure from Yamana in September 2017. Prior to Yamana Gold Mr. Marud held senior roles in exploration with Homestake Mining Company, FMC Gold Corp and Meridian Gold Inc. During his career, Mr. Marud has been involved in the discovery and subsequent development of significant precious metals deposits including: El Peñón, Chile; Mercedes, Mexico and Pilar and Corpo Sul(Chapada) in Brazil. Mr. Marud currently serves as a director and member of the audit committee of Independence Gold Corp (IGO:TSXV).

Curtis Turner, Chief Financial Officer

Mr. Turner has over 15 years' experience in business and finance; including mergers and acquisitions, public reporting and operations, as well as community and government relations. He is currently the CFO for Rawhide Mining LLC, a producing heap-leach gold mine in Nevada, which is majority owned by Coral Reef Capital, a Private Investment firm. Previously, Mr. Turner was the CEO and director of Candelaria Mining Corp. and held a senior management

position at Argonaut Gold Inc., where he was a key member of the team that successfully completed four acquisitions totaling over USD $700 million. Prior to his position at Argonaut Gold, Mr. Turner was CFO at sodium cyanide manufacturer Cyanco International LLC., Director of Finance at Yamana Gold Inc. and Corporate Controller at Meridian Gold Inc.

Investor Rights Agreement

Upon the completion of the Arrangement, the Resulting Issuer is expected to enter into an investor rights agreement with Agnico, providing for, among other things, certain board nomination rights and participation rights.

Promoter Consideration

Coral Reef Capital LLC, whose head office is located in New York City, New York, is considered to be a Promoter of the Resulting Issuer. For information regarding the number and percentage of Resulting Issuer Shares beneficially owned, directly or indirectly, or over which control is exercised by Coral Reef Capital LLC, please see "*Principal Securityholders*" and "*Escrowed Securities*".

By completing the Western Exploration Membership Interest Exchange and the Arrangement, the former holders of Western Exploration membership interests (including, the holders of the Promissory Notes) will transfer to Crystal Peak their entire legal and beneficial right, title and interest in and to Western Exploration in exchange for 27,695,624 post-Consolidation Crystal Peak Shares.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

Other than as set out below, no individual set forth in the above table is, as at the date hereof, or was, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company (including the Resulting Issuer) that:

(a) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than thirty (30) consecutive days and that was issued while such individual was acting in the capacity as director, chief executive officer or chief financial officer; or

(b) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than thirty (30) consecutive days, that was issued after such individual ceased to be a director, chief executive officer or chief financial officer, and which resulted from an event that occurred while such individual was acting in the capacity as director, chief executive officer or chief financial officer.

Other than as set out below, no individual set forth in the above table or shareholder holding a sufficient number of securities of the Resulting Issuer to affect materially the control of the Resulting Issuer, nor any personal holding company of any such individual:

(a) is, as of the date hereof, or has been within 10 years before the date hereof, a director or executive officer of any company (including the Resulting Issuer) that, while such individual was acting in that capacity, or within a year of such individual ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets; or

(b) has, within the ten (10) years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such individual; or

(c) has been subject to (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority, or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

Conflicts of Interest

The directors of the Resulting Issuer will be required by law to act honestly and in good faith with a view to the best interests of the Resulting Issuer and to disclose any interests that they may have in any project or opportunity of the Resulting Issuer. If a conflict of interest arises at a meeting of the Resulting Issuer Board, any director with a conflict will disclose his or her interest and abstain from voting on such matter in accordance with the BCBCA.

Other than as disclosed herein, there are no known existing or potential conflicts of interest between the Resulting Issuer and its proposed Promoters, directors and officers or other proposed members of management of the Resulting Issuer as a result of their outside business interests, except that certain of the directors, officers and Promoters serve as directors and officers of other companies, and therefore it is possible that a conflict may arise between their duties to the Resulting Issuer and their duties as a director or officer of such other companies.

Other Reporting Issuer Experience

The following table sets out the proposed directors, officers and Promoters of the Resulting Issuer that are, or have been within the last five years, directors, officers or Promoters of other reporting issuers:

Name	Name and Jurisdiction of Reporting Issuer	Name of Trading Market	Position	From	To
Darcy Marud	Independence Gold Corp. (British Columbia, Canada)	TSX.V:IGO	Director	October 2018	Present
	Yamana Gold Inc. (Ontario, Canada)	TSX:AUY	Officer	October 2007	October 2017
Curtis Turner	Candelaria Mining Corp. (British Columbia, Canada)	TSX.V:CAND	Officer, Director	July 2017	July 2020

Executive Compensation

The statement of executive compensation contained in this section relates only to the proposed executive compensation of the Resulting Issuer assuming completion of the Arrangement, and should be read and interpreted as though the Arrangement has been completed.

Pursuant to applicable Securities Laws, the Resulting Issuer must disclose the compensation expected to be paid to its NEOs. Assuming the completion of the proposed Arrangement, it is expected that the Resulting Issuer will have two NEOs, being Darcy Marud and Curtis Turner. The following table sets forth the proposed compensation for the Resulting Issuer's NEOs, to the extent determined as of the date hereof, for the 12-month period following completion of the Arrangement:

Name and Principal Position	Salary (C$)	Share-based Awards (C$)[1]	Option-based Awards (C$)[1]	Annual Incentive Plan	Long Term Incentive Plans	Pension Value (C$)	All other Compensation (C$)	Total Compensation (C$)
Darcy Marud President and Chief Executive Officer	187,500	ND	ND	ND	ND	ND	ND	**187,500**
Curtis Turner Chief Financial Officer	75,000	ND	ND	ND	ND	ND	ND	**75,000**

Note:

(1) Represents awards issued pursuant to the Resulting Issuer Equity Incentive Compensation Plan.
(2) In the above table, "ND" means not determined.

The expected compensation described in the foregoing table is being provided for illustrative purposes only. The compensation arrangements for the Resulting Issuer's NEOs will be determined following the completion of the Arrangement once the Resulting Issuer Board has been constituted and the compensation committee of the Resulting Issuer has been established.

Compensation Discussion and Analysis

As of the date hereof, there are no formal employment, consulting or management agreements. The NEO's and the directors operate under informal arrangements. The Resulting Issuer is expected to enter into one or more formal employee agreements with the Chief Executive Officer and/or the Chief Financial Officer following the completion of the Arrangement, and may enter into additional consulting or management agreements with other officers and/or directors. It is expected that the employment, consulting or management agreements to be entered into between the Resulting Issuer and members of management will include customary non-competition and non-disclosure provisions.

The Resulting Issuer, which is expected to be composed of six directors, has not yet formed a separate compensation committee.

The compensation committee is expected to assess NEO compensation in due course and will consider many factors, including industry peers and the performance of the Reporting Issuer. The committee intends to retain a consultant to assist in the formal determination of executive compensation.

Chief Executive Officer

The CEO's compensation is set by discussion with the other members of the Resulting Issuer Board. The level of compensation will be assessed at least once per year and will consider the Resulting Issuer's financial position and ability to pay, and the level of CEO fees generally known to be paid by other companies in the industry and assessed as reasonable by the other members of the Resulting Issuer Board. No consideration is given to a peer group. This basis is more subjective than would be one based on objective, identifiable measures. The CEO's total compensation is not tied to specific performance criteria or goals.

For the 12-month period following the Closing, it is expected that the amount of CEO compensation will be C$187,500 per year (see *"Salary"* in the table above under the heading *"Executive Compensation"*). Any bonus paid to the CEO in Resulting Issuer Shares will be subject to compliance with applicable Exchange policies and prior Exchange approval on a case-by-case basis.

The CEO will also be eligible to receive awards issued pursuant to the Resulting Issuer Equity Compensation Plan (see *"Share-Based Awards"* and *"Option-Based Awards"* in the table above under the heading *"Executive Compensation"*). The issued awards may consist of one or more vehicles as is permitted for issuance under the Plan (see "*Types of Awards"* under the heading "*Equity Incentive Compensation Plan"* in the section below), which will be set by discussion with the other members of the Resulting Issuer Board.

Upon completing the Arrangement, it is expected that the Resulting Issuer and the CEO will enter into a formal written employment agreement. Such employment agreement, which would be subject to approval by the Resulting Issuer Board, may provide for additional compensation in the event of Change of Control, severance, termination or constructive dismissal; however, the specifics of such provisions, if any, are unknown at this time.

Chief Financial Officer

The CFO's compensation is set by discussion between the CFO and CEO, subject to review by the Resulting Issuer Board as a whole. No consideration is given to a peer group. This basis is more subjective than would be one based on objective, identifiable measures.

For the 12-month period following the Closing, it is expected that the amount of CFO compensation will be C$75,000 per year (see *"Salary"* in the table above under the heading *"Executive Compensation"*). Any bonus paid to the CFO in Resulting Issuer Shares will be subject to compliance with applicable Exchange policies and prior Exchange Approval on a case-by-case basis.

The CFO will also be eligible to receive awards issued pursuant to the Resulting Issuer Equity Compensation Plan (see *"Share-Based Awards"* and *"Option-Based Awards"* in the table above under the heading *"Executive Compensation"*). The issued awards may consist of one or more vehicles as is permitted for issuance under the Plan (see "*Types of Awards"* under the heading "*Equity Incentive Compensation Plan"* in the section below), which will be set by discussion with the other members of the Resulting Issuer Board.

Director Compensation

During the 12-month period after giving effect to the Arrangement, directors of the Resulting Issuer are only expected to receive Resulting Issuer DSUs for their services in their capacity as directors, and for committee participation, involvement in special assignments or for services as consultants or experts.

Indebtedness of Directors and Officers

No individual who: (a) is proposed to be a director or officer of the Resulting Issuer; (b) at any time during the most recently completed financial year of Crystal Peak, or Western Exploration, or was, a director or officer of Crystal Peak or Western Exploration; or (c) is an associate of any of the foregoing, is either: (i) indebted to Crystal Peak or Western Exploration or a subsidiary of either Crystal Peak or Western Exploration; or (ii) indebted to another entity with such indebtedness being the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by Crystal Peak or Western Exploration.

Investor Relations Arrangements

No written or oral agreement or understanding has been reached with any person to provide any promotional or investor relations services for the Resulting Issuer.

Options to Purchase Securities

No options to purchase common shares of the Resulting Issuer are expected to exist immediately following the completion of the Arrangement.

Equity Incentive Compensation Plan

Approval of the Resulting Issuer Equity Incentive Compensation Plan

The Crystal Peak Board recommends that the Crystal Peak Shareholders vote for the Resulting Issuer Equity Incentive Compensation Plan, a copy of which is attached hereto as Appendix "E" – *"Equity Incentive Compensation Plan"*. The purpose of the Resulting Issuer Equity Incentive Compensation Plan is to advance the interests of the Resulting Issuer and its subsidiaries by: (i) assisting the Resulting Issuer and its subsidiaries in attracting and retaining individuals with experience and ability, (ii) allowing certain executive officers, key employees and Consultants of the Resulting Issuer and its subsidiaries to participate in the long term success of the Resulting Issuer, and (iii) promoting a greater alignment of interests between the executive officers, key employees and Consultants designated under the Resulting Issuer Equity Incentive Compensation Plan and the Resulting Issuer Shareholders.

Crystal Peak Shareholders will be asked at the Meeting to pass an ordinary resolution approving, ratifying and confirming the Resulting Issuer Equity Incentive Compensation Plan, and approving the issuance of up to 3,000,000 Resulting Issuer Shares under the Resulting Issuer Equity Incentive Compensation Plan (the "Omnibus Equity Incentive Plan Resolution").

The following is a summary of the principal terms of the Resulting Issuer Equity Incentive Compensation Plan, which is qualified in its entirety by reference to the text of the Resulting Issuer Equity Incentive Compensation Plan, a copy of which is attached hereto as Appendix "E" – *"Equity Incentive Compensation Plan".*

The Resulting Issuer Equity Incentive Compensation Plan provides for a maximum number of Resulting Issuer RSUs, DSUs, PSUs and other share-based awards (other than share options) that may be issued under the Resulting Issuer Equity Incentive Compensation Plan of 3,000,000 (the "**Full Value Award Cap**"). The Full Value Award Cap does not in any way modify or increase the total number of shares available for issuance under the Resulting Issuer Equity Incentive Compensation Plan. The Full Value Award Cap does not allow for the reservation of common shares in excess of the maximum number of common shares of the Resulting Issuer available for issuance under the Resulting Issuer Equity Incentive Compensation Plan. In no event will the maximum number of common shares of the Resulting Issuer available for issuance under the Resulting Issuer Equity Incentive Compensation Plan (including after giving effect to the Full Value Award Cap) exceed 10% of the Resulting Issuer's issued and outstanding common shares from time to time, less the number of common shares reserved for issuance under all other security-based compensation arrangements of the Resulting Issuer. For greater certainty, any RSUs, DSUs, PSUs or other share-based awards that are granted under the Resulting Issuer Equity Incentive Compensation Plan will reduce the corresponding number of share options available for grant under the Resulting Issuer Equity Incentive Compensation Plan.

Purpose

The purpose of the Resulting Issuer Equity Incentive Compensation Plan is to: (a) promote a significant alignment between officers and employees of the Resulting Issuer and its Affiliates (as defined in the Resulting Issuer Equity Incentive Compensation Plan) and the growth objectives of the Resulting Issuer; (b) to associate a portion of participating employees' compensation with the performance of the Resulting Issuer over the long term; and (c) to attract, motivate and retain the critical employees to drive the business success of the Resulting Issuer.

Types of Awards

The Resulting Issuer Equity Incentive Compensation Plan provides for the grant of options, restricted shares and/or RSUs, DSUs, Performance Shares and PSUs and other share-based awards (each an "**Award**" and collectively, the "**Awards**"). All Awards are granted by an agreement or other instrument or document evidencing the Award granted under the Resulting Issuer Equity Incentive Compensation Plan (an "**Award Agreement**").

Plan Administration

The Resulting Issuer Equity Incentive Compensation Plan is administered by the Board which may delegate its authority to the Compensation and Nominating Committee or any other duly authorized committee of the Board appointed by the Board to administer the Resulting Issuer Equity Incentive Compensation Plan. Subject to the terms of the Resulting Issuer Equity Incentive Compensation Plan, applicable law and the rules of the Exchange, the Board (or its delegate) has the power and authority to:

- select Award recipients;
- establish all Award terms and conditions, including grant, exercise price, issue price and vesting terms;
- determine Performance Goals applicable to Awards and whether such Performance Goals have been achieved;
- make adjustments under Section 4.2 of the Resulting Issuer Equity Incentive Compensation Plan (subject to Article 14 of the Resulting Issuer Equity Incentive Compensation Plan); and
- adopt modifications and amendments, or sub-plans to the Resulting Issuer Equity Incentive Compensation Plan or any Award Agreement, including, without limitation, any that are necessary or appropriate to comply with the laws or compensation practices of the jurisdictions in which the Resulting Issuer and its Affiliates operate.

Shares Available for Awards

Subject to adjustments as provided for under the Resulting Issuer Equity Incentive Compensation Plan, the maximum number of common shares of the Resulting Issuer available for issuance under the Resulting Issuer Equity Incentive Compensation Plan will not exceed 10% of the Resulting Issuer's issued and outstanding common shares, less the number of common shares reserved for issuance under all other security-based compensation arrangements of the Resulting Issuer, as defined in the Resulting Issuer Equity Incentive Compensation Plan and provided further that the maximum number of RSUs, DSUs, PSUs and other share-based awards (other than Options) that may be issued under the Resulting Issuer Equity Incentive Compensation Plan shall be fixed at the Full Value Award Cap.

The provision in the Resulting Issuer Equity Incentive Compensation Plan to provide for the Full Value Award Cap does not in any way modify or increase the total number of shares available for issuance under the Resulting Issuer Equity Incentive Compensation Plan. The Full Value Award Cap does not allow for the reservation of common shares in excess of the maximum number of common shares of the Resulting Issuer available for issuance under the Resulting Issuer Equity Incentive Compensation Plan. In no event will the maximum number of common shares of the Resulting Issuer available for issuance under the Resulting Issuer Equity Incentive Compensation Plan (including after giving effect to the Full Value Award Cap) exceed 10% of the Resulting Issuer's issued and outstanding common shares from time to time, less the number of common shares reserved for issuance under all other security-based compensation arrangements of the Resulting Issuer.

For greater certainty, any RSUs, DSUs, PSUs or other share-based awards that are granted under the Resulting Issuer Equity Incentive Compensation Plan will reduce the corresponding number of share options available for grant under the Resulting Issuer Equity Incentive Compensation Plan.

Subject to the Full Value Award Cap, the Resulting Issuer Equity Incentive Compensation Plan is considered to be a "rolling" plan as common shares of the Resulting Issuer covered by share options (but not other Awards) which have been exercised or settled, as applicable, will be available for subsequent grant under the Resulting Issuer Equity Incentive Compensation Plan and the number of share options (but not other Awards) that may be granted under the Resulting Issuer Equity Incentive Compensation Plan increases if the total number of issued and common shares of the Resulting Issuer increases.

The number of common shares of the Resulting Issuer issuable to Insiders, as defined in the Resulting Issuer Equity Incentive Compensation Plan, at any time, under all security-based compensation arrangements of the Resulting Issuer may not exceed 10% of the Resulting Issuer's issued and outstanding common shares. The number of common shares of the Resulting Issuer issued to Insiders within any one-year period, under all security-based compensation arrangements of the Resulting Issuer may not exceed 10% of the Resulting Issuer's issued and outstanding common shares.

Eligible Persons

Any Employee, Non-Employee Directors or Consultants (as such terms are defined in the Resulting Issuer Equity Incentive Compensation Plan) shall be eligible to be selected to receive an Award under the Resulting Issuer Equity Incentive Compensation Plan (the "**Eligible Persons**").

Blackout Period

In the event that the expiry date of any Award would otherwise occur in a Blackout Period or within five days of the end of the Blackout Period, the expiry date shall be extended to the tenth business day following the last day of a Blackout Period. A blackout period is defined as a period during which a Participant cannot sell common shares, due to applicable law or policies of the Resulting Issuer in respect of insider trading (the "**Blackout Period**").

Description of Awards and Effect of Termination on Awards

(a) Options

Subject to the provisions of the Resulting Issuer Equity Incentive Compensation Plan, the Board or its delegate, will be permitted to grant options under the Resulting Issuer Equity Incentive Compensation Plan. An option entitles a holder to purchase a common share of the Resulting Issuer at an exercise price set at the time of the grant. Options vest over a period of time as established by the Board from time to time. The term of each option will be fixed by the Board or its delegate, but may not exceed 5 years from the date of grant. The price of Options issued under the Resulting Issuer Equity Incentive Compensation Plan shall be determined by the Board or the Compensation and Nominating Committee of the Board and specified in the Award Agreement. Under no circumstances will the Resulting Issuer issue options at less than fair market value. Fair market value is defined as the greater of: (a) the volume weighted average trading price of the common shares of the Resulting Issuer on the Exchange for the five most recent trading days immediately preceding the grant date; and (b) the closing price of the common shares on the Exchange on the trading day immediately prior to the grant date.

Except as may otherwise be set forth in an underlying employment agreement, if an optionee ceases to be an Eligible Person in the event of retirement, each vested option held by that person will cease to be exercisable on the earlier of the original expiry date and six months after the termination date. In the case of the optionee being terminated, each vested option will cease to be exercisable on the earlier of the original expiry date and three months after the termination date. In the event of death of an optionee, the legal representative may exercise the vested options for a period until the earlier of the original expiry date and 12 months after the date of death. In all cases, any unvested options held by the optionee shall terminate and become void on the date of termination, retirement or death, as applicable.

(b) Restricted Shares and Restricted Share Units

Subject to the provisions of the Resulting Issuer Equity Incentive Compensation Plan, the Board or its delegate will be permitted to grant restricted shares and RSUs under the Resulting Issuer Equity Incentive Compensation Plan. A restricted share is an award of shares that does not vest until after a specified period of time, or satisfaction of other vesting conditions as determined by the Board or its delegate, and which may be forfeited if conditions to vesting are not met. An RSU is an award denominated in units that is subject to similar vesting conditions as described above for a restricted share, and provides the holder thereof with a right to receive common shares upon settlement of the Award, subject to any such restrictions that the Board or its delegate may impose.

The Board, in its discretion, may award dividend equivalents with respect to Awards of restricted shares or RSUs. Such dividend equivalent entitlements may be subject to accrual, forfeiture or payout restrictions as determined by the Board or its delegate in their sole discretion.

If the holder of Restricted Shares or RSUs ceases to be an Eligible Person for any reason, other than death, disability or retirement, any RSUs held by the participant that have vested before the termination date will be paid to the participant, provided that all unvested RSUs and Restricted Shares held at the termination date shall be immediately cancelled and forfeited on the termination date. Unless otherwise approved by the Board, unvested RSUs previously credited to the participant's account will vest immediately in the event that the participant dies and will continue to vest, pursuant to the terms of the Resulting Issuer Equity Incentive Compensation Plan, in the event that the participant retires or is disabled, subject to the adjustment provisions in the Resulting Issuer Equity Incentive Compensation Plan in the event the participant is disabled. RSUs and Restricted Shares that have vested at the termination date will be paid to the participant, or the participant's estate, as applicable.

(c) Deferred Share Units

Subject to the provisions of the Resulting Issuer Equity Incentive Compensation Plan, the Board or its delegate will be permitted to grant DSUs to Participants under the Resulting Issuer Equity Incentive Compensation Plan. A DSU is an award denominated in units that provides the holder thereof with a right to receive common shares upon settlement of the Award, subject to any such restrictions that the Board or its delegate may impose.

Each award agreement will provide the extent to which the Eligible Person will have the right to retain DSUs following termination of the Eligible Person's employment or other relationship with the Resulting Issuer. Such provisions shall be determined in the sole discretion of the Board or its delegate, and need not be uniform among all DSUs issued pursuant to the Resulting Issuer Equity Incentive Compensation Plan.

(d) Performance Shares and Performance Share Units

Subject to the provisions of the Resulting Issuer Equity Incentive Compensation Plan, the Board or its delegate may grant Performance-based Awards in the form of performance shares and PSUs under the Resulting Issuer Equity Incentive Compensation Plan that are subject to specified performance criteria. Performance-based Awards are based on the attainment of certain target levels of, or a specified increase or decrease (as applicable) in one or more performance goals, which may include performance relative to the Resulting Issuer's peers or affiliates. Performance goals may also be based upon the individual Participant as determined by the Board, in its sole discretion. A performance share is an award of shares that does not vest until the performance criteria it is subject to are met, the value of which at the time it is payable is determined as a function of the extent to which corresponding performance criteria have been achieved. and which may be forfeited if conditions to vesting are not met. A PSU is an award denominated in units that is subject to similar vesting conditions as described above for a performance share, the value of which at the time it is payable is determined as a function of the extent to which corresponding performance criteria have been achieved. and provides the holder thereof with a right to receive common shares upon settlement of the Award, subject to any such restrictions that the Board or its delegate may impose.

The Board, in its discretion, may award dividend equivalents with respect to Awards of performance shares or PSUs. Such dividend equivalent entitlements may be subject to accrual, forfeiture or payout restrictions as determined by the Board or its delegate in their sole discretion.

Unless otherwise determined by the Board or its delegate, unvested Performance Shares and PSUs previously credited to the participant's account will be immediately cancelled and forfeited to the Resulting Issuer on the termination date in the event that the participant is terminated for any reason other than death, disability or retirement. Unvested PSUs previously credited to the participant's account will vest immediately in the event that the participant dies and will continue to vest pursuant to the Resulting Issuer Equity Incentive Compensation Plan in the event that the participant retires or is disabled, subject to the adjustment provisions in the Resulting Issuer Equity Incentive Compensation Plan in the event the participant is disabled. PSUs and Performance Shares that have vested at the termination date will be paid to the participant, or the participant's estate, as applicable.

(e) Other Stock-Based Awards

The Board or its delegate is authorized, subject to limitations under applicable law, to grant to Participants such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, shares or factors that may influence the value of the common shares of the Resulting Issuer, including, without limitation, convertible or exchangeable debt securities, other rights convertible or exchangeable into common shares of the Resulting Issuer, purchase rights for common shares of the Resulting Issuer, Awards with value and payment contingent upon performance of the Resulting Issuer or business units thereof, common shares of the Resulting Issuer awarded purely as a bonus and not subject to restrictions or conditions, or any other factors designated by the Board or its delegate. The Board or its delegate will determine the terms and conditions of such Awards.

Change in Control

In the event of a change in control (as described in the Resulting Issuer Equity Incentive Compensation Plan), unless otherwise provided in an Award Agreement, the Board or its delegate shall have the discretion to unilaterally determine that all outstanding Awards shall be cancelled upon a change in control, and that the value of such Awards, as determined by the Board or its delegate in accordance with the terms of the Resulting Issuer Equity Incentive Compensation Plan and the Award Agreements, shall be paid out in cash in an amount based on the Change in Control Price within a reasonable time subsequent to the Change in Control, subject to the approval of the Exchange.

Notwithstanding the foregoing, no cancellation, acceleration of vesting, lapsing of restrictions or payment of an Award shall occur with respect to any Award if the Board or its delegate reasonably determines in good faith prior to the occurrence of a Change of Control that such Award shall be honored or assumed, or new rights substituted therefor (with such honored, assumed or substituted Award hereinafter referred to as an "Alternative Award") by any successor to the Resulting Issuer or an Affiliate as described in Article 15 of the Resulting Issuer Equity Incentive Compensation Plan; provided, however, that any such Alternative Award must:

- be based on stock which is traded on the Exchange and/or the Toronto Stock Exchange;
- provide such Participant with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule (including vesting upon termination of employment) and identical or better timing and methods of payment;
- recognize, for the purpose of vesting provisions, the time that the Award has been held prior to the Change of Control; and;
- have substantially equivalent economic value to such Award (determined prior to the time of the Change of Control).

Term of the Resulting Issuer Equity Incentive Compensation Plan

The Resulting Issuer Equity Incentive Compensation Plan shall remain in effect until terminated by the Board.

Assignability

Except as may be permitted by the Board or its delegate or as specifically provided in an Award Agreement, no Award or other benefit payable under the Resulting Issuer Equity Incentive Compensation Plan shall, except as otherwise specifically provided by law or permitted by the Board or its delegate, be transferred, sold, assigned, pledged or otherwise disposed in any manner other than by will or the law of descent.

Amendment

Unless otherwise restricted by law or the Exchange rules, the Board or its delegate may at any time and from time to time, alter, amend, modify, suspend or terminate the Resulting Issuer Equity Incentive Compensation Plan or any Award in whole or in part without notice to, or approval from, shareholders, including, but not limited to for the purposes of:

- making any amendments to the general vesting provisions of any Award;
- making any amendments to the general term of any Award provided that no Award held by an Insider may be extended beyond its original expiry date;
- making any amendments to add covenants or obligations of the Resulting Issuer for the protection of Participants;

- making any amendments not inconsistent with the Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, it may be expedient to make, including amendments that are desirable as a result of changes in law or as a "housekeeping" matter; or

- making such changes or corrections which are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error.

However, other than as expressly provided in an Award Agreement or with respect to a Change of Control, the Committee shall not alter or impair any rights or increase any obligations with respect to an Award previously granted under the Plan without the consent of the Participant.

Shareholder approval is however required to make the following amendments:

- A reduction in the Option Price of a previously granted Option benefitting an Insider of the Resulting Issuer or one of its Affiliates (unless carried out pursuant to Section 4.2 of the Resulting Issuer Equity Incentive Compensation Plan).

- Any amendment or modification which would increase the total number of common shares available for issuance under the Resulting Issuer Equity Incentive Compensation Plan (unless carried out pursuant to Section 4.2 of the Resulting Issuer Equity Incentive Compensation Plan).

- An increase to the limit on the number of common shares issued or issuable under the Resulting Issuer Equity Incentive Compensation Plan to Insiders of the Resulting Issuer (unless carried out pursuant to Section 4.2 of the Resulting Issuer Equity Incentive Compensation Plan);

- An extension of the expiry date of an Option other than as otherwise permitted hereunder in relation to a Blackout Period or otherwise; or

- Any amendment to the amendment provisions of the Resulting Issuer Equity Incentive Compensation Plan.

Approval

As the Resulting Issuer Equity Incentive Compensation Plan is considered a "rolling" plan, the Exchange requires the Resulting Issuer to obtain the approval of its shareholders on an annual basis. In accordance with internal Exchange policies, the Resulting Issuer Equity Incentive Compensation Plan will require shareholder approval.

Crystal Peak Shareholders will be asked at the Meeting to pass an ordinary resolution approving, ratifying and confirming the Resulting Issuer Equity Incentive Compensation Plan, and approving the issuance of up to 3,000,000 Resulting Issuer Shares under the Resulting Issuer Equity Incentive Compensation Plan (collectively, the "Omnibus Equity Incentive Plan Resolution").

The Crystal Peak Board recommends that Crystal Peak Shareholders vote for the Omnibus Equity Incentive Plan Resolution. As of the date of this Information Circular, there are no entitlements outstanding under the Omnibus Equity Incentive Plan Resolution.

The Omnibus Equity Incentive Plan Resolution is an ordinary resolution, which must be passed by more than 50% of the votes cast by those Crystal Peak Shareholders entitled to vote, whether cast in person or by proxy. **In the absence of contrary instructions, the management nominees named in the accompanying form of proxy intend to vote the Resulting Issuer Shares represented thereby FOR the Omnibus Equity Incentive Plan Resolution.**

As the Resulting Issuer Equity Incentive Compensation Plan is a "rolling" plan and under Policy 4.4 of the Exchange, a listed company on the Exchange is required to obtain the approval of its shareholders for a "rolling" plan at each annual meeting of shareholders.

New Articles

Crystal Peak's by-laws have been in place since May 26, 2011. In connection with the proposed Arrangement, Continuance and Consolidation, the Crystal Peak Board wishes to adopt the New Articles in connection with the Continuance to, among other things, increase the quorum requirement for Crystal Peak Shareholder meetings, include advance notice provisions (the "**Advance Notice Provisions**") and reflect evolving corporate governance standards (the "**New Articles**"). The new articles of the Resulting Issuer shall be substantially in the form provided in Appendix "Q" – *"Articles of the Resulting Issuer"* to this Information Circular.

The New Articles will be the articles of the Resulting Issuer. Crystal Peak's by-laws will be repealed as of the coming into force of the New Articles. The repeal shall not affect the previous operation of the former by-laws so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under, or the validity of any contract or agreement made pursuant to, the repealed former by-laws before its repeal.

Quorum Requirement

In line with good corporate governance practices, the quorum for each meeting of the shareholders of the Resulting Issuer will be at least two shareholders of the Resulting Issuer, each of whom is entitled to vote at such meeting, holding or representing not less than ten percent (10%) of the total number of shares carrying the right to vote at such meeting.

Purpose of the Advance Notice Provisions

The purpose of the Advance Notice Provisions contained in the Articles of Continuance is to provide shareholders of the Resulting Issuer, the Resulting Issuer Board and management of the Resulting Issuer with a procedure for shareholders wishing to nominate a person for election as a director. The Advance Notice Provisions fix a deadline by which shareholders of the Resulting Issuer must submit director nominations to the Resulting Issuer prior to any annual or special meeting of shareholders of the Resulting Issuer at which directors are to be elected and sets forth the information that a shareholders of the Resulting Issuer must include in the notice to the Resulting Issuer in order for such person to be eligible to stand for election as a director at such meeting, all of which is intended to: (i) provide shareholders of the Resulting Issuer with adequate time and disclosure to allow for an informed decision on the election of directors at such meeting, and (ii) provide an opportunity for the Resulting Issuer Board to make an informed determination and, if appropriate, present alternatives to shareholders of the Resulting Issuer.

Escrowed Securities

Pursuant to Exchange Policy 5.4, securities of the Resulting Issuer held by directors, officers and Promoters of the Resulting Issuer will be subject to escrow as required by the Exchange. It is expected that TSX Trust Company will serve as the escrow agent.

To the knowledge of Crystal Peak and Western Exploration, as of the date of this Information Circular, the following securities of the Resulting Issuer will be held in escrow after giving effect to the Arrangement:

	After Giving Effect to the Arrangement and the Financing	
Name and Municipality of Residence	**Number of Resulting Issuer Shares Owned or Controlled**	**Percentage of Outstanding Resulting Issuer Shares**
Golkonda LLC (New York, USA)	18,062,504	59.4%
Silver Standard US Holdings Inc. (Delaware, USA)	549,955	1.8%
Marceau Schlumberger (New York, USA)	38,003	0.1%

Darcy Marud (Nevada, USA)	142,144	0.5%
Agnico Eagle (USA) Limited (Nevada, USA)	5,442,191	17.9%
Western Exploration Holding Company (Nevada, USA)	890,682	2.9%
Coral Reef Capital LLC (New York, USA)	612,587	2.0%
Synergex Group LLC (Connecticut, USA)	50,671	0.2%

Crystal Peak intends to qualify for a Tier 1 Value Security Escrow Agreement. In which case, escrowed securities will be subject to an 18-month escrow period, releasing 25% every 6 months from the Exchange Bulletin, including a 25% release at the time of the Exchange Bulletin. If Crystal Peak does not qualify for a Tier 1 Value Security Escrow Agreement, the escrowed securities of Western Exploration will be subject to one of the following alternative release scenarios:

- Tier 2 Value Security Escrow Agreement: Escrowed securities will be subject to a 36-month escrow period. Ten percent (10%) will be released at the time of the Exchange Bulletin, with a further fifteen percent (15%) being released every 6 months following the Exchange Bulletin.

- Tier 1 Surplus Security Escrow Agreement: Escrowed securities will be subject to an 18-month escrow period. Ten percent (10%) will be released at the time of the Exchange Bulletin, with a further 20% released 6 months from the Exchange Bulletin, 30% being released 12 months from the Exchange Bulletin, and 40% being released 18 months from the Exchange Bulletin.

- Tier 2 Surplus Security Escrow Agreement: Escrowed securities will be subject to a 36-month escrow period. Five percent (5%) will be released at the time of the Exchange Bulletin, with a further 5% released 6 months from the Exchange Bulletin, 10% released 12 months from the Exchange Bulletin, 10% released 18 months from the Exchange Bulletin, 15% released 24 months from the Exchange Bulletin, 15% released 30 months from the Exchange Bulletin, and 40% released 36 months from the Exchange Bulletin.

Auditor(s), Transfer Agent(s) and Registrar(s)

Auditor

If the Arrangement is successfully completed, Resulting Issuer's auditor will be MNP LLP, located at 111 Richmond Street West, Suite 300, Toronto, Ontario, M5H 2G4, Canada.

Transfer Agent and Registrar

The Resulting Issuer's transfer agent and registrar will be TSX Trust Company, located at 301–100 Adelaide Street West, Toronto, Ontario, M5H 4H1, Canada.

APPENDIX "I"
FINANCIAL STATEMENTS OF CRYSTAL PEAK

Table of Contents

Crystal Peak Minerals Inc. Audited Financial Statements for the years ended December 31, 2020 and 2019	I-2
Crystal Peak Minerals Inc. Interim Financial Statements for the interim period ended June 30, 2021	I-42

CRYSTAL PEAK MINERALS INC.

CONSOLIDATED FINANCIAL STATEMENTS
For the Years Ended December 31, 2020 and 2019

.

Table of Contents

	Page
Management's Responsibility for Financial Statements	**F-1**
Independent Auditor's Report	**F-2**
Financial Statements	**F-6**
Notes to the Financial Statements	**F-10**

April 22, 2021

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL STATEMENTS

The accompanying consolidated financial statements (the "Financial Statements") of Crystal Peak Minerals Inc. (the "Company") are the responsibility of the Company's Board of Directors and management. These Financial Statements have been prepared by management, on behalf of the Board of Directors, in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). Management acknowledges responsibility for the preparation and presentation of the Financial Statements, including responsibility for significant accounting judgments and estimates and the choice of accounting principles and methods that are appropriate to the Company's circumstances. In the opinion of management, the Financial Statements have been prepared within acceptable limits of materiality and are consistent with IFRS appropriate in the circumstances.

Management has established processes that are in place to provide it sufficient knowledge to support management representations that it has exercised reasonable diligence that: (i) the Financial Statements do not contain any untrue statement of material fact or omit to state a material fact required to be stated or necessary to make a statement not misleading in light of the circumstances under which it is made, as of the date of, and for the periods presented by, the Financial Statements; and (ii) the Financial Statements fairly present in all material respects the Company's financial condition, results of operations, and cash flows, as of the date of, and for the periods presented by, the Financial Statements.

The Board of Directors is responsible for reviewing and approving the Financial Statements and for ensuring that management fulfills its financial reporting responsibilities. An Audit Committee assists the Board of Directors in fulfilling this responsibility. The Audit Committee meets with management to review the internal controls over the financial reporting process, the Financial Statements, and the auditors' report. The Audit Committee also reviews the Company's Management Discussion and Analysis to ensure that the financial information reported therein is consistent with the information presented in the Financial Statements. The Audit Committee reports its findings to the Board of Directors for its consideration in approving the Financial Statements for issuance to the shareholders.

Management recognizes its responsibility for conducting the Company's affairs in compliance with established financial standards, and applicable laws and regulations, and for maintaining proper standards of conduct for its activities.

*  *	*  *
Dean Pekeski, CEO	Blake Measom, CFO



Independent auditor's report

To the Shareholders of Crystal Peak Minerals Inc.

Our opinion

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Crystal Peak Minerals Inc. and its subsidiaries (together, the Company) as at December 31, 2020 and 2019, and its financial performance and its cash flows for the years then ended in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (IFRS).

What we have audited
The Company's consolidated financial statements comprise:

- the consolidated statements of financial position as at December 31, 2020 and 2019;
- the consolidated statements of loss and comprehensive loss for the years then ended;
- the consolidated statements of changes in equity for the years then ended;
- the consolidated statements of cash flows for the years then ended; and
- the notes to the consolidated financial statements, which include significant accounting policies and other explanatory information.

Basis for opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the consolidated financial statements* section of our report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Independence
We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada. We have fulfilled our other ethical responsibilities in accordance with these requirements.

Material uncertainty related to going concern

We draw attention to Note 1 in the consolidated financial statements, which describes events or conditions that indicate the existence of a material uncertainty that may cast significant doubt about the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

PricewaterhouseCoopers LLP
PwC Centre, 354 Davis Road, Suite 600, Oakville, Ontario, Canada L6J 0C5
T: +1 905 815 6300, F: +1 905 815 6499

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

Other information

Management is responsible for the other information. The other information comprises the Management's Discussion and Analysis.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of management and those charged with governance for the consolidated financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with IFRS, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's responsibilities for the audit of the consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.



As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Company to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.



The engagement partner on the audit resulting in this independent auditor's report is Simon Kent.

/s/PricewaterhouseCoopers LLP

Chartered Professional Accountants, Licensed Public Accountants

Oakville, Ontario
April 22, 2021

As at	December 31, 2020	December 31, 2019
ASSETS		
Current		
Cash and cash equivalents	$ 343,189	$ 1,018,643
Receivables	19,545	18,358
Prepaid deposits	-	9,536
	362,734	1,046,537
Non-current		
Restricted cash (Note 4)	-	43,662
Property, plant and equipment (Note 5)	-	84,079,509
	$ 362,734	**$ 85,169,708**
LIABILITIES		
Current		
Trade and other payables (Note 7)	$ 27,475	$ 892,587
Interest payable	-	1,054,410
Convertible debt (Note 8)	-	10,000,000
	27,475	11,946,997
Non-current		
Repurchase obligation (Note 8)	-	1,500,000
Provisions for environmental rehabilitation obligations (Note 9)	-	233,979
Warrant liability (Note 10)	-	4,511
	27,475	13,685,487
SHAREHOLDERS' EQUITY		
Voting common shares (Note 10)	97,996,889	96,808,358
Non-voting common shares (Note 10)	801,043	801,043
Contributed surplus	6,647,313	7,283,686
Accumulated deficit	(104,620,120)	(32,919,000)
Foreign currency translation reserve	(489,866)	(489,866)
	335,259	71,484,221
	$ 362,734	**$ 85,169,708**

These Financial Statements are authorized for issue by the Board of Directors on April 22, 2021, and signed on the Company's behalf by:

/s/ De Lyle Bloomquist
De Lyle Bloomquist, Director

/s/ Dan Basse
Dan Basse, Director

The accompanying notes are an integral part of these Financial Statements.

	Year Ended	
	December 31, 2020	December 31, 2019
CONTINUING OPERATIONS		
EXPENSES (Note 14)		
General and administrative	$ (354,408)	$ 384,381
Investor relations	164,676	405,857
Professional fees	165,662	179,289
Compensation related to restricted share units	7,910	193,010
Share-based compensation	(4,293)	30,092
	20,453	(1,192,629)
OTHER ITEMS		
Interest income	3,805	24,321
Change in fair value of derivative and warrant liability (Note 8, Note 10)	71,681	447,925
Accretion expense	(67,170)	(254,349)
Finance expenses (Note 11)	(1,307,690)	(1,366,629)
Foreign exchange gain (loss)	(5,815)	2,007
Net loss before income taxes	(1,284,736)	(2,339,354)
Income taxes (Note 12)	-	-
Net loss and comprehensive loss from continuing operations	$ (1,284,736)	$ (2,339,354)
Loss from discontinued operations (Note 16)	(70,416,384)	(1,977,734)
Net loss and comprehensive loss	$ (71,701,120)	$ (4,317,088)
Basic and diluted loss per share from continuing operations (Note 13)	$ (0.01)	$ (0.01)
Basic and diluted loss per share from discontinued operations (Note 13)	(0.25)	(0.01)
Total Basic and diluted loss per share (Note 13)	(0.26)	(0.02)
Weighted average number of shares outstanding	277,584,587	283,068,532

The accompanying notes are an integral part of these Financial Statements.

	Voting common	Non-voting common	Share purchase warrants	Contributed surplus	Accumulated deficit	Foreign currency translation reserve	Total shareholders' equity
Balance as at January 1, 2020	**$ 96,808,358**	**$ 801,043**	**$ -**	**$ 7,283,686**	**$ (32,919,000)**	**$ (489,866)**	**$ 71,484,221**
Net loss and comprehensive loss for the year	**-**	**-**	**-**	**-**	**(71,701,120)**	**-**	**(71,701,120)**
Share-based compensation (Note 10)	-	-	-	54,211	-	-	54,211
Compensation related to restricted share units (Note 10)	-	-	-	497,947	-	-	497,947
Common shares issued upon release of restricted share units (Note 10)	1,188,531	-	-	(1,188,531)	-	-	-
Balance as at December 31, 2020	**$ 97,996,889**	**$ 801,043**	**$ -**	**$ 6,647,313**	**$ (104,620,120)**	**$ (489,866)**	**$ 335,259**
Balance as at January 1, 2019	**$ 77,836,357**	**$ 801,043**	**$ 37,717**	**$ 7,515,114**	**$ (28,601,912)**	**$ (489,866)**	**$ 57,098,453**
Net loss and comprehensive loss for the year	**-**	**-**	**-**	**-**	**(4,317,088)**	**-**	**$ (4,317,088)**
Share-based compensation (Note 10)	-	-	-	132,580	-	-	132,580
Compensation related to restricted share units (Note 10)	-	-	-	230,360	-	-	230,360
Common shares issued pursuant to private placement (Note 10)	4,535,538	-	-	-	-	-	4,535,538
Common shares issued upon release of restricted share units (Note 10)	632,085	-	-	(632,085)	-	-	-
Warrants expired (Note 10)	-	-	(37,717)	37,717	-	-	-
Common shares issued for convertible debt interest payment (Note 10)	1,804,378	-	-	-	-	-	1,804,378
Common shares issued for convertible debt principal payment (Note 10)	12,000,000	-	-	-	-	-	12,000,000
Balance as at December 31, 2019	**$ 96,808,358**	**$ 801,043**	**$ -**	**$ 7,283,686**	**$ (32,919,000)**	**$ (489,866)**	**$ 71,484,221**

The accompanying notes are an integral part of these Financial Statements

	Year Ended	
	December 31, 2020	December 31, 2019
OPERATING ACTIVITIES		
Net loss before income taxes from continuing operations	$ (1,284,736)	$ (2,339,354)
Adjustments for:		
Share-based compensation	(4,293)	30,092
Compensation related to restricted share units	7,910	193,010
Accretion expense	67,170	254,349
Director fee forfeiture	(422,500)	-
Non-cash interest expense	1,307,690	1,262,153
Change in fair value of derivative and warrant liabilities	(71,681)	(447,925)
Changes in working capital:		
Receivables	(1,187)	4,189
Trade and other payables	(25,099)	140,713
Net cash used in operating activities from continuing operations	(426,726)	(902,773)
Net cash used in operating activities from discontinued operations (Note 16)	(1,540,389)	(2,033,563)
Net cash used in operating activities	**(1,967,115)**	**(2,936,336)**
INVESTING ACTIVITIES		
Net cash used in investing activities from continuing operations	-	-
Net cash used in investing activities from discontinued operations (Note 16)	(702,117)	(5,320,271)
Net cash used in investing activities	**(702,117)**	**(5,320,271)**
FINANCING ACTIVITIES		
Net proceeds from convertible debt (Note 9)	2,000,000	-
Proceeds from private placement (Note 11)	-	4,960,667
Net cash provided by financing activities from continuing operations	2,000,000	4,960,667
Net cash provided by financing activities from discontinued operations (Note 16)	-	-
Net cash provided by financing activities	**2,000,000**	**4,960,667**
Net change in cash and cash equivalents	(669,232)	(3,295,940)
Cash and cash equivalents, beginning of year	1,018,643	4,314,583
Cash disposed with discontinued operations (Note 16)	(6,222)	-
Cash and cash equivalents, end of year	**$ 343,189**	**$ 1,018,643**

The accompanying notes are an integral part of these Financial Statements.

Note 1. Nature of Operations and Going Concern

Crystal Peak Minerals Inc. ("CPM" or the "Company") is a public company previously listed on the TSX Venture Exchange (TSXV). Effective November 13, 2020, the listing of the Company's common shares was transferred from the TSXV to the TSX NEX Board as a result of the corporate restructuring transactions described in Note 16. CPM's common shares trade on the TSX NEX Board under the symbol "CPM.H". CPM's common shares also trade on the OTC Markets Pink market under the symbol "CPMMF". CPM is domiciled in the Yukon Territory, Canada, and the address of its registered office is 200 – 204 Lambert Street, Whitehorse, Yukon Territory, Y1A 3T2.

These consolidated financial statements (the "Financial Statements") are prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") applicable to a going concern. These standards assume CPM will be able to continue to operate for the foreseeable future, realize its assets, and settle its liabilities in the normal course of operations. The use of these principles may ultimately be inappropriate since there are material uncertainties that may cast significant doubt about CPM's ability to continue as a going concern given its history of losses, accumulated deficit, limited operating history in the fertilizer sector, and the recent events described below.

CPM, together with its previously owned subsidiaries, operated a development-stage entity focused on the development, construction and operation of a potassium sulfate ("SOP") project on the Sevier Playa in west central Utah (the "Sevier Playa Project"). The Company completed work on a definitive feasibility study (the "FS") in December 2017, in line with the standards of Canadian National Instrument 43-101, *Standards of Disclosure for Mineral Projects*, the results of which were published on February 21, 2018. During 2019 and 2020 CPM continued permitting, engineering, and financing activities designed to move the Sevier Playa Project toward construction.

On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in the 2020 Loan (Note 8). As a result of the default, effective October 19, 2020, EMR Capital Investment (No. 5B) Pte. Ltd., an affiliate of EMR Capital Resources Fund 1, LP ("EMR"), CPM's majority shareholder, enforced its security provision under the 2020 Loan agreement and acquired the Company's shares of its wholly-owned subsidiary, Peak Minerals Inc. ("Peak Minerals"), in accordance with its rights (Note 16).

CPM's ability to continue as a going concern is currently dependent upon its ability to obtain sufficient cash from external financing or sale of the company. Subsequent to the year end, the Company has negotiated an agreement with Western Exploration LLC ("Western"), a privately owned U.S. company engaged in the acquisition, exploration, and development of precious metal mineral properties in Nevada, whereby Western will acquire the Company by means of a reverse takeover ("RTO") through a plan of arrangement pursuant to the policies of the TSX Venture Exchange. The agreement has been approved by the boards of directors of both companies and is expected to be completed in the second quarter of 2021, upon shareholder approval (Note 20). There can, however, be no assurance that the steps management is taking will be successful. If the going concern basis were not appropriate, material adjustments may be necessary in the carrying amounts and or classification of assets and liabilities and losses reported in these Financial Statements.

Note 2. Summary of Significant Accounting Policies

The principal accounting policies applied in the preparation of these Financial Statements are set out below. These policies have been consistently applied to all periods presented.

Basis of Preparation

These Financial Statements have been prepared in accordance with IFRS and with interpretations of the International Financial Reporting Interpretations Committee ("IFRIC") which the Canadian Accounting Standards Board has approved for incorporation into Part 1 of the CPA Canada Handbook - Accounting. Further, the Financial Statements have been prepared, primarily, under the historical cost convention.

All amounts, unless specifically indicated otherwise, are presented in U.S. dollars.

These Financial Statements were authorized for issuance on April 22, 2021 by the Board of Directors.

Principles of Consolidation

These Financial Statements include the Company's accounts and those of its previously wholly-owned subsidiaries, Peak Minerals, and Emerald Peak Minerals LLC, ("Emerald Peak"). Effective March 1, 2019, the Company purchased all of the membership interests of Emerald Peak held by both the Estate of Jeff Gentry, and Lance D'Ambrosio (former directors and officers of the Company) for $349,452. Peak Minerals also received an assignment of membership interests and that portion of the capital account attributable to the purchased interests, but did not receive the rights to their combined 4.5% future overriding royalties. As a result, Emerald Peak became a direct, wholly-owned subsidiary of the Company. Emerald Peak's capital was then reduced to zero and the mineral leases, previously held by Emerald Peak, were transferred to Peak Minerals. The LLC was dissolved in April 2019 (Note 6). On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in the 2020 Loan. As a result of the default, effective October 19, 2020, EMR enforced its security provision under the 2020 Loan agreement and acquired the Company's shares of its wholly-owned subsidiary, Peak Minerals, in accordance with its rights (Note 16). As a result, Peak Minerals has been presented as a discontinued operation in these financial statements.

All intercompany accounts and transactions have been eliminated on consolidation.

Subsidiaries

Subsidiaries are all entities over which the Company has control. The Company controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Company, and deconsolidated from the date that control ceases.

Associates

Associates are all entities over which the Company has significant influence but not control, generally accompanying a shareholding between 20% and 50% of the voting rights. Investments in associates are accounted for using the equity method of accounting.

Segment Reporting

The Company had only one operating segment as the Company's operating results are reviewed on a consolidated basis. The chief operating decision-maker, who is responsible for allocating resources and assessing performance of the operating segment, has been identified as the Chief Executive Officer.

Foreign Currency Translation

Presentation and Functional Currency

These Financial Statements are presented in U.S. dollars. The functional currency for the Company and its subsidiaries is the currency of the primary economic environment in which each entity operates. Accordingly, the Company's functional currency is the U.S. dollar.

Transactions and Balances

Transactions that occur in a foreign currency are translated and recorded into the functional currency using the exchange rates prevailing at the date of the transaction. Foreign exchange gains and losses that result from the settlement of transactions and the translation of monetary assets and liabilities are recognized in the Consolidated Statement of Loss. For reporting purposes, monetary assets and liabilities denominated in foreign currencies are retranslated at the closing rate as at the date of the Consolidated Statement of Financial Position. Nonmonetary items are not retranslated as at the date of the Consolidated Statement of Financial Position, but remain translated at historical cost using the exchange rate as at the date of the original transaction.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, and other short-term highly liquid investments with original maturities of three months or less.

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost, less accumulated depreciation and accumulated impairment losses. The costs of property, plant, and equipment are composed of purchase price plus all costs directly attributable to bringing the assets to the location and condition necessary for their intended operation. Property, plant, and equipment are depreciated to their estimated residual value over their useful lives, beginning in the month following completion of the capital spending on a project or the month following the time when the assets become available for use.

The Company depreciates its property, plant, and equipment on a straight-line basis as follows:

Computers and equipment	2-5 years
Furniture and fixtures	2-5 years
Project equipment	2-5 years
Buildings	35 years

Interest in Mineral Properties

All costs related to the acquisition, exploration, evaluation, and development of mineral properties are capitalized by property where there is an expectation that the costs will be recovered. These costs are capitalized until the beginning of commercial production and will be subsequently amortized on a unit-of-production basis over the total reserves or will be written down to the recoverable amount if exploration and evaluation activities prove unsuccessful, if the mineral property is abandoned, or if the costs are no longer recoverable.

These capitalized activities include:

- acquisition of property rights or rights to explore, including all ongoing ownership costs;
- researching and analyzing historical exploration and evaluation data;
- gathering exploration data through topographical, geochemical, and geophysical studies;
- exploratory drilling, trenching, and sampling;
- determining and examining the volume and grade of the resources;
- surveying transportation and infrastructure requirements;
- field operations and expenditures;
- project permitting;
- depreciation on certain project related equipment, and assets;
- share based compensation;
- environmental rehabilitation obligations; and
- activities involved in evaluating the technical and commercial feasibility of extracting mineral resources, including the costs incurred in determining the most appropriate mining and processing methods.

Investment in Associate

Associates represent investments in entities over which the Company has significant influence but not control, generally accompanying a shareholding of between 20% and 50% of the voting rights. Investments in associates are accounted for using the equity method of accounting whereby the investment is initially recognized in the Consolidated Statement of Financial Position at cost and subsequently adjusted for the Company's share of an associate's profit or loss less any impairment in the value of the investment. The investment's carrying value is increased or decreased by the Company's proportionate share of the profit or loss of the associate and decreased by all dividends received by the Company from the associate. The Company's share of profit or loss of an associate is recognized in the Consolidated Statement of Loss and its share of other comprehensive income of an associate is included in other comprehensive income. Losses in excess of the Company's interest in an associate

are recognized only to the extent that the Company has incurred legal or constructive obligations on behalf of the associate (Note 6).

Impairment of Non-financial Assets

Assets that are subject to depreciation and/or amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Interests in mineral properties incurred before the technical feasibility and commercial viability of extracting a mineral resource are demonstrable are assessed for impairment when facts and circumstances suggest that the carrying amount exceeds the recoverable amount. An impairment loss is recognized whenever the carrying amount of an asset exceeds its recoverable amount. The recoverable amount of an asset is the greater of the asset's fair value less any costs of disposal and its value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash flows (cash-generating units) which is the Company as a whole. Impairment losses are recognized in the Consolidated Statement of Loss.

The Company reviews its investment in associate for impairment whenever events or changes in circumstances indicate that the recoverable amount (higher of value in use and fair value less costs of disposal) may be lower than the carrying amount of the investment. In determining the value in use of the investment, the Company estimates:

- its share of the present value of the estimated future cash flows expected to be generated by the associate, including the cash flows from the operations of the associate and the proceeds on the ultimate disposal of the investment; or
- the present value of the estimated future cash flows expected to arise from dividends to be received from the investment and from its ultimate disposal.

An impairment loss is reversed if there is an indication that the impairment no longer exists or may have decreased. Such a reversal is limited to an amount not higher than the carrying amount that would have been determined had no impairment loss been recognized in previous periods.

Financial Instruments

Classification

The Company classifies its financial instruments in the following categories: at fair value through profit and loss ("FVTPL"), at fair value through other comprehensive (loss) income ("FVTOCI"), or at amortized cost.

The Company determines the classification of financial assets at initial recognition. The classification of debt instruments is driven by the Company's business model for managing the financial assets and their contractual cash flow characteristics. Equity instruments that are held for trading (including all equity derivative instruments) are classified as FVTPL. For other equity instruments, on the day of acquisition the Company can make an irrevocable election (on an instrument-by-instrument basis) to designate them as at FVTOCI.

Measurement

Financial liabilities are measured at amortized cost, unless they are required to be measured at FVTPL (such as instruments held for trading or derivatives) or the Company has opted to measure them at FVTPL.

Financial assets and liabilities at FVTPL and FVTOCI

Financial assets and liabilities carried at FVTPL are initially recorded at fair value and transaction costs are expensed in the Consolidated Statement of Loss. Realized and unrealized gains and losses arising from changes in the fair value of the financial assets and liabilities held at FVTPL are included in the Consolidated Statement of Loss in the period in which they arise. Where management has opted to measure a financial liability at FVTPL, any changes associated with the Company's own credit risk will be recognized in other comprehensive (loss) income. The Company measures its derivative, warrant, and repurchase obligation liabilities at FVTPL.

Elected investments in equity instruments at FVTOCI are initially measured at fair value plus transaction costs. Subsequently they are measured at fair value, with gains and losses arising from changes in fair value recognized in other comprehensive (loss) income. The Company currently has no financial assets or liabilities measured at FVTOCI.

Financial assets and liabilities at amortized cost

Financial assets and liabilities at amortized cost are initially recognized at fair value plus or minus transaction costs, and subsequently carried at amortized cost less any impairment. The Company measures its cash, restricted cash, trade and other payables and convertible debt at amortized cost.

Impairment of financial assets at amortized cost

The Company recognizes a loss allowance for expected credit losses on financial assets that are measured at amortized cost. At each reporting date, the Company measures the loss allowance for the financial asset at an amount equal to the lifetime expected credit losses if the credit risk on the financial asset has increased significantly since initial recognition. If at the reporting date, the financial asset has not increased significantly since initial recognition, the Company measures the loss allowance for the financial asset at an amount equal to twelve month expected credit losses. The Company applies the simplified method and measures a loss allowance equal to the lifetime expected credit losses for trade receivables, based on the Company's historic default rates over the expected life of the trade receivables adjusted for forward-looking estimates.

The Company recognizes in the Consolidated Statement of Loss, as an impairment gain or loss, the amount of expected credit losses (or reversal) that is required to adjust the loss allowance at the reporting date to the amount that is required to be recognized. The loss allowance was nil as at December 31, 2020.

Recognition and derecognition

Financial assets and financial liabilities are recognized in the Consolidated Statement of Financial Position when the Company becomes a party to the contractual provisions of the financial instrument. Financial assets are derecognized when the Company transfers substantially all risks and rewards of ownership or the contractual rights to the cash flows expire. Financial liabilities are derecognized when the obligation is discharged, cancelled or expired.

Trade Payables

Trade payables are obligations to pay for goods or services that have been acquired in the ordinary course of business from suppliers. Accounts payable are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business if longer). If not, they are presented as non-current liabilities.

Borrowings

Borrowings are recognized initially at fair value, net of transaction costs incurred. Borrowings are subsequently carried at amortized cost with the difference between the proceeds (net of transaction costs) and the redemption value being recognized in the Consolidated Statement of Loss over the term of the borrowings using the effective interest method.

Borrowings are classified as current liabilities unless the Company has an unconditional right to defer settlement of the liability for at least 12 months after the end of the reporting period.

Borrowing Costs

Borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale.

Investment income earned on the temporary investment of specific borrowings pending their expenditure on qualifying assets is deducted from borrowing.

All other borrowing costs are recognized in profit or loss in the period in which they are incurred.

Convertible Debt

The Company's convertible debt instruments meet the definition of a derivative liability instrument because the conversion features are denominated in a currency other than the Company's U.S. dollar functional currency, thus making the number of shares in a conversion scenario variable. Accordingly, the conversion features do not meet the "fixed-for-fixed" criteria outlined in IAS 32. As a result, the conversion features are required to be recorded at fair value and marked to market each period, with the changes in fair value each period being reflected on the Consolidated Statement of Loss. Embedded prepayment option derivatives are required to be bifurcated and recorded separately as derivatives at fair value where the option exercise price is not considered to be closely related to the debt host contract throughout the life of the debt instrument. The debt host loan is classified and measured at amortized cost using the effective interest method.

Repurchase Obligation

As part of the May 2, 2014 financing transaction (See Note 8), the Company agreed to pay the lenders a production fee based on future production of SOP; however, the production fee agreement may be repurchased by the Company at any time for a specified amount based on the timing of repayment of the loan.

The Company intended to repurchase the production fee agreement prior to beginning production (see Note 8). Because (a) the Company had a present obligation as a result of past events, (b) it is probable that an outflow of resources will be required to settle the obligation, and (c) the amount can be reliably estimated, the Company has recorded a repurchase obligation for the production fee repurchase agreement.

The repurchase agreement was an embedded derivative in this financing transaction that was not closely related to the host debt contract (which was repaid in 2016) and was accounted for at fair value measured at the present value of the expenditure expected to be required to settle the obligation using a rate that reflects current market assessments of the time value of money and the risks specific to the obligation. Increases in the repurchase obligation due to the passage of time and changes in estimated amount and timing of the buyout obligation were recognized as finance expenses.

Effective November 2020, Extract Capital released CPM from the production fee obligation, since it no longer owned or controlled the Sevier Playa Project as a result of the corporate restructuring (Note 16).

Environmental Rehabilitation Obligations

Environmental rehabilitation obligations arise from the exploration, evaluation, development, construction, and normal operation of mining property, plant, and equipment as mining activities are subject to various laws and regulations governing the protection of the environment. Generally, these laws and regulations are continually changing, and management has made, and intends to continue to make, expenditures to comply with such laws and regulations.

The Company records the estimated present value of rehabilitation obligations in the year in which they are incurred. A corresponding increase to the carrying amount of the related asset is recorded and depreciated over the life of the asset. The liability is reviewed and adjusted each period for changes in the discount rates and in the estimate of the amount, timing, and cost of the rehabilitation work to be carried out. Changes in the resulting liability are adjusted against the carrying amount of the related asset.

Share-based Compensation

The Company operates an equity-settled, share-based compensation plan, under which the Company receives services from employees, officers, directors, and consultants as consideration for equity options. The fair value of common share options granted is recognized as a share-based compensation expense or capitalized to the mineral property for employees dedicated to the exploration, evaluation, and development of mineral properties, with a corresponding increase in contributed surplus. The fair value is measured using the Black-Scholes option-pricing model as at the grant date and is recognized over the vesting period using a graded (accelerated) amortization schedule. At each financial reporting date, the share-based compensation expense is adjusted to reflect the actual number of common share options that are expected to vest.

Upon exercise of a common share option, the consideration received is credited to share capital along with the contributed surplus previously recognized.

Restricted Share Units (RSU)

In June 2017, CPM adopted a restricted share unit plan (the "RSU Plan"). Under the RSU Plan, selected participants are granted RSUs, where each RSU represents the right to receive one CPM common share upon expiration of an applicable restricted period (vesting). RSUs are measured at fair value on the grant date. Such equity settled share-based payment transactions are not remeasured once the grant date fair value has been determined. The RSU compensation expense is recognized on a straight-line basis over the vesting period using a graded (accelerated) amortization schedule, with a corresponding charge to contributed surplus. Compensation expense for RSUs incorporates an estimate for expected forfeiture rates based on historical forfeitures.

Income Taxes

Income tax comprises current and deferred tax. Income tax is recognized in the Consolidated Statement of Loss except to the extent that it relates to items recognized directly in other comprehensive (loss) income or directly in equity, in which case the income tax is also recognized directly in other comprehensive (loss) income or equity, respectively.

Current tax is the expected tax payable on the taxable income for the year, using rates enacted or substantively enacted at the end of the reporting period, and any adjustment to tax payable in respect of prior years.

In general, deferred tax is recognized in respect of temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the Financial Statements. However, deferred tax is not recognized if it arises from the initial recognition of goodwill in jurisdictions that do not allow the deduction of goodwill for tax purposes; and deferred tax is not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that, at the time of the transaction, affects neither accounting nor taxable profit nor loss. Deferred tax is provided on temporary differences arising on investments in subsidiaries and associates, except in the case of subsidiaries, where the timing of the reversal of the temporary difference is controlled by the Company and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred tax is determined on a non-discounted basis using tax rates and laws that have been enacted or substantively enacted at the balance sheet date and are expected to apply when the deferred tax asset is realized or liability is settled. Deferred tax assets are recognized to the extent that it is probable that future taxable profit will be available against which the deductible temporary differences can be utilized.

Deferred income tax assets and liabilities are classified as noncurrent assets and liabilities within the Consolidated Statement of Financial Position.

Comprehensive Loss

Comprehensive loss, composed of net loss and other comprehensive loss, is defined as the change in shareholders' equity from transactions and other events from non-owner sources and includes such things as cumulative foreign translation adjustments. The components of comprehensive loss are disclosed in the Consolidated Statement of Comprehensive Loss. Cumulative changes in other comprehensive loss are included within equity attributable to the Company's owners. Foreign translation adjustments are accumulated within the translation reserve.

Basic and Diluted Loss per Share

Basic earnings per common share is calculated by dividing the net earnings from operations by the weighted-average number of common shares outstanding for the period. Diluted per-share amounts reflect the potential dilution that could occur if securities or other contracts to issue common shares were exercised or converted to common shares. In a loss-making year, potentially dilutive common shares are excluded from the loss per-share calculation as the effect would be antidilutive.

Adoption of New Accounting Standards

IFRS 16, Leases ("IFRS 16") was adopted as of January 1, 2019. Effective for reporting periods beginning on or after January 1, 2019, IFRS 16 now requires operating leases to be recognized on the consolidated statement of financial position as a right-of-use asset and as a corresponding lease liability at the date at which the leased asset is available for use by the Company. Each lease payment is then to be allocated between the lease liability and finance cost, with the finance cost charged to comprehensive loss over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the lease liability for each period. The right-of-use asset is to be depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis. Assets and liabilities arising from a lease are to be initially measured on a present value basis. Lease liabilities include the net present value of fixed lease payments discounted using the interest rate implicit in the lease. If that rate cannot be determined, the lessee's incremental borrowing rate is to be used, being the rate that the lessee would have to pay to borrow the funds necessary to obtain an asset of similar value in a similar economic environment with similar terms and conditions. Subsequent to initial measurement, the liability would be reduced for payments made and increased for interest and remeasured to reflect any reassessment or modifications, or if there are changes in in-substance fixed payments. When the lease liability is remeasured, the corresponding adjustment is to be reflected in the right-of-use asset, or comprehensive loss if the right-of-use asset is already reduced to zero. The right of use asset is recorded at the amount of the lease liability adjusted by the amount of any previously recognized prepaid or accrued lease payments related to that lease. Payments associated with short-term leases (12 months or less) and leases of low-value assets (less than $5,000) can continue to be recognized on a straight-line basis as an expense in comprehensive loss. IFRS 16 can be adopted on either a full retrospective basis or on a modified retrospective basis with the cumulative effect of applying the standard recognized as an adjustment to the opening accumulated deficit at the date of initial adoption.

The Company adopted IFRS 16 on a modified retrospective basis from January 1, 2019, with no restatement of comparatives, as permitted under the specific transitional provisions in the standard. As the adoption of this new standard has no material effect on the financial statements, no adjustments have been reflected in these financial statements on adoption of the standard. The Company only had one lease contract for its office space located in Salt Lake City, Utah, pursuant to a lease that is scheduled to expire on June 30, 2021. The office lease was a liability of the Company's previously owned subsidiary, Peak Minerals. Upon completion of the corporate restructuring (Note 16), the Company was no longer responsible for the lease. As at December 31, 2020 and December 31, 2019 the Company had the following obligations to make future minimum payments related to this lease:

Minimum lease payments as at		**December 31, 2020**		**December 31, 2019**
Not later than 1 year	$	-	$	112,770
Later than 1 year but less than five years		-		57,218
	$	-	**$**	**169,988**

The monthly rental payments were charged to discontinued operation expense as incurred within general and administrative expenses consistent with prior years (Note 16).

Note 3. Critical Accounting Estimates and Judgments

The preparation of the Financial Statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the Financial Statements. Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. However, uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of the asset or liability affected in future periods. Significant estimates and judgments made by management relate to the following:

Impairments

The determination of asset impairment indicators for property, plant, and equipment, mineral properties, and investments in associates requires judgment regarding variables such as expected future cash flows and reasonable discount rates. The determination of the commercial viability and economic recoverability of the Company's mineral property interests requires judgment based on current and expected data as well as expectations of future events that are believed to be reasonable under the circumstances.

The Company's impairment analysis for Peak Minerals' investment in mineral property on the Sevier Playa Project (including its investment in associates) was based on significant estimates and judgments as contained in the Feasibility Study (the "FS"). The FS, which investigated both technical and economic aspects of the Sevier Playa Project, established important estimates and assumptions for annual production rates, mine life, capital and operating costs, product pricing, and effective tax rates. Actual annual production rates, mine life, capital and operating costs, product pricing, and effective tax rates may differ from those contained in the FS and estimated by management, thereby affecting the value of the Sevier Playa Project.

Environmental Rehabilitation Obligations

The determination of provisions for environmental rehabilitation and reclamation obligations arising from the Company's exploration, evaluation, development, construction, and operating activities requires the use of estimates and management judgment. Future rehabilitation costs in relation to changes in estimates are accrued based on management's best estimate at the end of each period of the discounted cash costs expected to be incurred. Accounting for rehabilitation obligations requires management to make estimates of the future costs the Company will incur to complete the rehabilitation work required to comply with existing laws and regulations. These estimates are dependent upon labor and materials costs, known environmental impacts, the effectiveness of rehabilitation measures, inflation rates, and pre-tax interest rates that reflect a current market assessment of time value of money and the risk specific to the obligation. The Company also estimates the timing of the outlays, which is subject to change depending on continued exploitation and newly discovered mineral resources.

Actual rehabilitation costs incurred may differ from those amounts estimated by management. Moreover, future changes to environmental laws and regulations could increase the extent of rehabilitation work required to be performed by the Company, therefore increasing future costs.

Valuation of Financial Instruments

The fair value of financial instruments that are not traded in an active market is determined using valuation techniques. The Company uses its judgment to select a variety of methods and makes assumptions that are based on market conditions (See Notes 8 and 10).

Mineral Properties

Once the technical feasibility and commercial viability of extracting a mineral resource are demonstrable, the Company is required to stop recording exploration and evaluation expenditures under IFRS 6 *"Exploration for and evaluation of Mineral Properties",* test those exploration and evaluation expenditures for impairment, and reclassify those assets to development-stage mineral property accounts. Subsequent to reclassification these assets are accounted for under IAS 16 "Property, Plant

and Equipment", and assessed for impairment based on the guidance in IAS 36 "Impairment of Assets" rather than IFRS 6. Since IFRS does not prescribe when technical feasibility and commercial viability of extracting a mineral resource are demonstrable, the Company must exercise judgment to determine when this occurs. In management's view this occurred at the end of the third quarter of 2019 following receipt of the Record of Decision from the U.S. Department of the Interior for the Sevier Playa Project as this represented a major milestone in the continued development of this mineral property and significantly de-risked the project; on-playa construction was authorized to begin; and, it enabled the Company to accelerate financing and offtake arrangements. As a result, the exploration and evaluation assets were reclassified to development costs starting in the fourth quarter of 2019 (Note 5).

Note 4. Restricted Cash

On June 26, 2018, Peak Minerals provided to the Utah Division of Oil, Gas and Mining ("DOGM") cash in the amount of $71,600, in lieu of a surety bond for the exploration of certain Utah School and Institutional Trust Lands Administration ("SITLA") lands controlled by Peak Minerals as part of the Sevier Playa Project.

On August 7, 2019, DOGM released a portion of the funds related to the 2018 surety bond back to Peak Minerals in the amount of $28,300, and the Company accrued interest on these funds that amounted to $421 as at October 19, 2020, the date Peak Minerals was disposed of (Note 16).

Note 5. Property Plant, and Equipment

The property, plant, and equipment balance consists of:

	Computers & equipment	Furniture & fixtures	Project equipment	Buildings	Mineral properties and development costs	Total
As at January 1, 2019						
Cost	$ 41,597	$ 24,729	$ 405,923	$ 98,187	$ -	$ 570,436
Accumulated depreciation	(36,724)	(24,729)	(353,701)	(20,528)	-	(435,682)
Net book amount	**$ 4,873**	**$ -**	**$ 52,222**	**$ 77,659**	**$ -**	**$ 134,754**
Year ended Dec 31, 2019						
Opening net book amount	$ 4,873	$ -	$ 52,222	$ 77,659	$ -	$ 134,754
Transfer from mineral properties-exploration and evaluation	-	-	-	-	83,486,483	83,486,483
Additions	-	-	-	-	477,995	477,995
Depreciation	(2,218)	-	(14,700)	(2,805)	-	(19,723)
Closing net book amount	**$ 2,655**	**$ -**	**$ 37,522**	**$ 74,854**	**$ 83,964,478**	**$ 84,079,509**
As at December 31, 2019						
Cost	$ 41,597	$ 24,729	$ 405,923	$ 98,187	$ 83,964,478	$ 84,534,914
Accumulated depreciation	(38,942)	(24,729)	(368,401)	(23,333)	-	(455,405)
Net book amount	**$ 2,655**	**$ -**	**$ 37,522**	**$ 74,854**	**$ 83,964,478**	**$ 84,079,509**
As at January 1, 2020						
Cost	$ 41,597	$ 24,729	$ 405,923	$ 98,187	$ 83,964,478	$ 84,534,914
Accumulated depreciation	(38,942)	(24,729)	(368,401)	(23,333)	-	(455,405)
Net book amount	**$ 2,655**	**$ -**	**$ 37,522**	**$ 74,854**	**$ 83,964,478**	**$ 84,079,509**
Year ended December 31, 2020						
Opening net book amount	$ 2,655	$ -	$ 37,522	$ 74,854	$ 83,964,478	$ 84,079,509
Additions	-	-	-	-	686,808	686,808
Discontinued operations (Note 16)	(270)	-	(26,497)	(72,750)	(84,651,286)	(84,750,803)
Depreciation	(2,385)	-	(11,025)	(2,104)	-	(15,514)
Closing net book amount	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
As at December 31, 2020						
Cost	$ -	$ -	$ -	$ -	$ -	$ -
Accumulated depreciation	-	-	-	-	-	-
Net book amount	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

During the year ended December 31, 2020, the Company recognized depreciation expense of $15,514 (year ended December 31, 2019, $19,723), of which $2,385 (year ended December 31, 2019, $2,218) was recognized as discontinued operations expense in the Consolidated Statement of Loss and $13,129 (year ended December 31, 2019, $17,505) was capitalized in Peak Minerals' mineral properties. Following receipt of the Record of Decision from the U.S Department of the Interior for the Company's Sevier Playa Project, the exploration and evaluation assets relating to expenditures incurred in connection with the exploration and evaluation of the mineral resources on this project were reclassified to development costs within property, plant, and equipment commencing in the fourth quarter of 2019, because the technical feasibility and commercial viability of the Sevier Playa Project was considered to be demonstrable.

Note 6. Investment in Associate

In 2011, Peak Minerals acquired a 40% interest in Emerald Peak for $6.1 million by contributing to equity certain Emerald Peak notes it held. Emerald Peak was a privately held company domiciled in Utah, U.S. that held the rights to 6,409 acres of State of Utah property leases on the Sevier Playa issued by SITLA.

Lance D'Ambrosio, the Company's former Chief Executive Officer and a former director, and the estate of Jeff Gentry (a former director), owned the remaining 60% of Emerald Peak. The Company's investment in Emerald Peak was accounted for using the equity method.

On April 18, 2011, Peak Minerals entered into an agreement (the "Commercial Services Agreement") with Emerald Peak, whereby Emerald Peak agreed to commit the acreage associated with the Emerald Peak state leases that CPM did not control to development and operation by Peak Minerals. Emerald Peak would make no payments for the development of these state leases and would receive no net revenues from the production from these state leases – all revenues and costs incurred under the Commercial Services Agreement would be for the benefit of Peak Minerals. The contract committed Peak Minerals to pay Emerald Peak the greater of $40,000 per year or a 7.5% overriding royalty on all SOP production allocated to the state leases and stipulated that Peak Minerals would be the designated unit operator upon the approval of a unitization agreement between Emerald Peak; Peak Minerals; a third party, LUMA Minerals, LLC; the U.S. Bureau of Land Management ("BLM"); and SITLA. In April 2014, Emerald Peak assigned its future rights to the overriding royalties to its three members.

Effective March 1, 2019, the Company purchased all of the membership interests of Emerald Peak held by both the Estate of Jeff Gentry, and Lance D'Ambrosio for $349,452. Peak Minerals also received an assignment of membership interests and that portion of the capital account attributable to the purchased interests, but did not receive the rights to their combined 4.5% future overriding royalties. As a result, Emerald Peak became a direct, wholly-owned subsidiary of the Company. Emerald Peak's capital was then reduced to zero and the mineral leases, previously held by Emerald Peak, were transferred to Peak Minerals. For the year ended December 31, 2019, the Company's share of net loss was $441. The LLC was dissolved in the second quarter of 2019.

As a result of these transactions, the Company's indirect interest in 95.5% of all SOP production associated with the state lease property rights held by Emerald Peak became a direct interest in those property rights and the Company's investment in associate was (inclusive of the fair value increment).

Investment as at December 31, 2018	**$**	**6,149,484**
Share of net loss		(441)
Transfer of asset to Peak Minerals		(6,149,043)
Investment as at December 31, 2019	**$**	**-**

The $6,149,043 transferred into Peak Minerals is included in the exploration & evaluation assets transferred to property plant and equipment in 2019 (Note 5).

Emerald Peak's summarized income for the period ended February 28, 2019 is included below:

	Period Ended Feburary 28, 2019
Revenue	$ -
Profit (loss) from operations	(1,103)
Total income (loss)	$ (1,103)

Note 7. Trade and Other Payables

Trade and other payables consist of:

As at	December 31, 2020	December 31, 2019
Trade payables	$ 27,475	$ 779,146
Social security and other taxes payable	-	10,827
Accrued expenses	-	102,614
	$ 27,475	$ 892,587

Note 8. Borrowings and Related Financial Liabilities

Borrowings and related financial liabilities consist of:

	Repurchase obligation	Convertible debt, host	Derivative liability	Total
As at January 1, 2019	$ 1,296,434	$ 21,949,217	$ 27,307	$ 23,272,958
Repayment of convertible debt	-	(12,000,000)	-	(12,000,000)
Accretion	203,566	50,783	-	254,349
Change in fair value	-	-	(27,307)	(27,307)
As at December 31, 2019	**$ 1,500,000**	**$ 10,000,000**	**$ -**	**$ 11,500,000**
Convertible debt, 2018 Loan	-	(10,000,000)	-	(10,000,000)
Convertible debt, 2020 Loan	-	13,057,252	67,170	13,124,422
Accretion	-	67,170	-	67,170
Change in fair value	-	-	(67,170)	(67,170)
Corporate restructuring (Notes 15 and 16)	(1,500,000)	(13,124,422)	-	(14,624,422)
As at December 31, 2020	**$ -**	**$ -**	**$ -**	**$ -**

Repurchase Obligation

On May 2, 2014, CPM entered into a secured credit agreement with Extract Advisors, LLC and its affiliate, Extract Capital LP (together "Extract"), for a $2,500,000 loan (the "Extract Loan"). The Extract Loan had a term of 60 months, with 95% of the outstanding principal and interest coming due on May 2, 2016. The Extract Loan was repaid in May 2016, and the security was released. In conjunction with the Extract Loan, CPM issued Extract 1,500,000 common shares and 750,000 common share purchase warrants (the "Extract Warrants"). The Extract Warrants had an exercise price of C$0.36 per common share and expired unexercised on May 2, 2019. CPM also provided Extract with a production fee of $1.70 per tonne of production of SOP. The production fee could have been repurchased at any time by CPM for $1,500,000 which was the estimated fair value of this obligation at December 31, 2019. Effective November 2020, Extract released CPM from the production fee obligation, since it no longer owned or controlled the Sevier Playa Project as a result of the corporate restructuring and Peak Minerals became the primary obligor under the production fee agreement (previously it had been a guarantor) (Note 16).

Convertible Debt

On June 29, 2017, CPM entered into a convertible loan agreement (the "Loan Agreement") with EMR, its majority shareholder (Note 15), pursuant to which EMR lent CPM $12,000,000 (the "Loan"). The Loan matured on December 29, 2018, and bore interest at the rate of 12%, compounded quarterly. The principal amount of the Loan, in whole or in part, was convertible into common shares of the Company at EMR's option, at a price per common share of C$0.55. In addition, interest on the Loan was payable in common shares at the market price of the Company's shares on the earlier of the date of conversion or certain prescribed interest payment dates, subject to the approval of the TSX Venture Exchange.

The conversion feature of the Loan met the definition of a derivative liability instrument because the conversion feature was denominated in a currency other than the Company's U.S. dollar functional currency, thus making the number of shares in a conversion scenario variable. Accordingly, the conversion feature did not meet the "fixed-for-fixed" criteria outlined in IAS 32. As a result, the conversion feature of the Loan was required to be recorded as a derivative liability recorded at fair value and marked to its market value each period, with the changes in fair value each period being reflected on the Consolidated Statement of Loss.

The Loan was separated into a convertible debt component and a derivative liability, both of which were initially recorded at fair value. The convertible debt was classified as other financial liabilities and measured at amortized cost using the effective interest method.

When estimating the initial fair value of the debt host and embedded derivative liability components of the Loan, the debt host contract was valued using a discounted cash flow analysis using a 16% discount rate based on market interest rates available to the Company at that time for similar debt instruments. The residual value was allocated to the embedded conversion option, using a Black-Scholes valuation model.

The following tables disclose the components and assumptions associated with this transaction on the closing date:

Black-Scholes option pricing model assumptions	**Loan inception June 30, 2017**
Market price	C$0.45
Conversion price per common share	C$0.55
Risk-free interest rate	1.09%
Expected volatility	25.95%
Expected dividend yield	0%
Expected life (years)	1.50

Face value of convertible debt	$	12,000,000
Less derivative component		(590,569)
Value assigned to convertible debt	**$**	**11,409,431**

The changes in the convertible debt are as follows:

Convertible debt balance as at December 31, 2018	$	12,000,000
Conversion of principal into common shares		(12,000,000)
Convertible debt balance as at December 31, 2019	**$**	**-**

On January 2, 2019, the Company issued 29,201,455 common shares at a deemed value of C$0.55 per common share to settle in full the principal amount and 7,758,401 common shares at a deemed value of C$0.21 to settle an interest payment pursuant to the Loan Agreement. On January 11, 2019, the Company remitted $212,748 in non-resident Canadian withholding tax to CRA related to the interest payment, pursuant to the Loan Agreement.

On July 19, 2018 the Company entered into a second convertible loan agreement with EMR (the "2018 Loan Agreement"), pursuant to which EMR agreed to lend the Company up to $10,000,000 in two tranches (the "2018 Loan"). In addition, the closing of the first tranche of the 2018 Loan was completed in the amount of $5,000,000, and bore interest at the rate of 12%, compounded quarterly. The principal amount of the 2018 Loan, in whole or in part, was convertible into common shares of the Company at EMR's option, at a price per common share of C$0.50. In addition, interest on the 2018 Loan was payable in common shares at the market price of the Company's shares on the earlier of the date of conversion or certain prescribed interest payment dates, subject to the approval of the TSX Venture Exchange. The 2018 Loan matured on January 19, 2020, and was repaid with the proceeds of the 2020 Loan.

When estimating the initial fair value of the first tranche of the debt host and embedded derivative liability components of the 2018 Loan, the debt host contract was valued using a discounted cash flow analysis using a 13.37% discount rate based on market interest rates available to the Company at that time for similar debt instruments.

The residual value was allocated to the embedded conversion option, which resulted in an implied volatility of 25.50% using a Black-Scholes valuation model based on the following assumptions:

Black-Scholes option pricing model assumptions	**Tranche 1 inception July 19, 2018**	**December 31, 2019**
Market price	C$0.31	C$0.055
Conversion price per common share	C$0.50	C$0.50
Risk-free interest rate	1.92%	1.69%
Expected volatility	25.50%	47.14%
Expected dividend yield	0%	0%
Expected life (years)	1.50	0.083

The following table discloses the components associated with the transaction on the closing date:

Face value of convertible debt	$	5,000,000
Less derivative component		(40,432)
Value assigned to convertible debt	**$**	**4,959,568**

The changes in the convertible debt are as follows:

Opening balance	$	-
Value assigned to convertible debt		4,959,568
Accretion		13,441
Convertible debt balance as at December 31, 2018		**4,973,009**
Accretion		26,991
Convertible debt balance as at December 31, 2019		**5,000,000**
Repayment of pricipal out of proceeds of the 2020 Loan		(5,000,000)
Convertible debt balance as at December 31, 2020	**$**	**-**

The changes in the derivative liability are as follows:

Opening balance	$	-
Fair value assigned at loan inception		40,432
Change in fair value of derivative liability		(40,432)
Balance as at December 31, 2019		**-**
Change in fair value of derivative liability		-
Balance as at December 31, 2020	**$**	**-**

On October 29, 2018 the Company closed the second tranche of the 2018 Loan in the amount of $5,000,000. When estimating the initial fair value of the second tranche of the debt host and embedded derivative liability components of the 2018 Loan, the debt host contract was valued using a discounted cash flow analysis using a 13.37% discount rate based on market interest rates available to the Company at that time for similar debt instruments. The residual value was allocated to the embedded conversion option, which resulted in an implied volatility of 40.5% using a Black-Scholes valuation model based on the following assumptions:

Black-Scholes option pricing model assumptions	**Tranche 2 inception October 29, 2018**	**December 31, 2019**
Market price	C$0.225	C$0.055
Conversion price per common share	C$0.50	C$0.50
Risk-free interest rate	2.25%	1.69%
Expected volatility	40.50%	47.14%
Expected dividend yield	0%	0%
Expected life (years)	1.30	0.083

The following table discloses the components associated with the transaction on the closing date:

Face value of convertible debt	$	5,000,000
Less derivative component		(29,722)
Value assigned to convertible debt	**$**	**4,970,278**

The changes in the convertible debt are as follows:

Opening balance	$	-
Value assigned to convertible debt		4,970,278
Accretion		5,930
Convertible debt balance as at December 31, 2018		**4,976,208**
Accretion		23,792
Convertible debt balance as at December 31, 2019		**5,000,000**
Repayment of pricipal out of proceeds of the 2020 Loan		(5,000,000)
Convertible debt balance as at December 31, 2020	**$**	**-**

The changes in the derivative liability are as follows:

Opening balance	$	-
Fair value assigned at loan inception		29,722
Change in fair value of derivative liability		(2,415)
Balance as at December 31, 2018		**27,307**
Change in fair value of derivative liability		(27,307)
Balance as at December 31, 2019		**-**
Change in fair value of derivative liability		-
Balance as at December 31, 2020	**$**	**-**

On March 29, 2019, the Company issued 4,275,581 common shares at a deemed value of C$0.185 per common share to settle an interest payment pursuant to the 2018 Loan Agreement. On April 1, 2019, The Company remitted $104,476 in non-resident Canadian withholding tax to CRA related to the interest payment, pursuant to the 2018 Loan Agreement.

The 2018 Loan matured on January 19, 2020, at which time the Company entered into a new convertible loan agreement (the "2020 Loan") with EMR, pursuant to which EMR agreed to lend the Company $13,124,422. Proceeds from the 2020 Loan were used to settle the $10,000,000 principal and $1,124,421 accrued interest amounts under the 2018 Loan. The cash proceeds of $2,000,000 were used for ongoing engineering and permitting activities and to fund general corporate costs. The 2020 Loan accrued interest at a rate of 12% per annum and was set to mature in 12 months. The principal amount of the 2020 Loan, in whole or in part, was convertible into common shares (estimated issuance of 311,478,309 shares) of the Company at the option of the holder at a price of C$0.055 per common share. The 2020 loan contained a prepayment premium option equal to 20% of the principal amount of the loan less all accrued and unpaid interest owing on the loan at the time of such prepayment.

When estimating the initial fair value of the debt host and embedded derivative liability components of the 2020 Loan, the debt host contract was valued using a discounted cash flow analysis using a 13.37% discount rate based on market interest rates available to the Company at that time for similar debt instruments. The residual value was allocated to the embedded conversion and prepayment options, using a Black-Scholes valuation model, which resulted in an implied volatility of 23.5% using a Black-Scholes valuation model based on the following assumptions:

Black-Scholes option pricing model assumptions	**Loan inception January 20, 2020**
Market price	C$0.045
Conversion price per common share	C$0.055
Risk-free interest rate	1.65%
Expected volatility	23.50%
Expected dividend yield	0%
Expected life (years)	1.00

The following table discloses the components associated with the transaction on the closing date:

Face value of convertible debt	$	13,124,422
Less derivative component		(67,170)
Value assigned to convertible debt	**$**	**13,057,252**

The changes in the convertible debt are as follows:

Opening balance	$	-
Value assigned to convertible debt		13,057,252
Accretion		50,345
Loan settled with shares of Peak Minerals (Note 16)		(13,107,597)
Convertible debt balance as at December 31, 2020		**-**

The changes in the derivative liability are as follows:

Opening balance	$	-
Fair value assigned at loan inception		67,170
Change in fair value of derivative liability		(67,170)
Balance as at December 31, 2020	**$**	**-**

On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in the 2020 Loan. As a result of the default, effective October 19, 2020, EMR enforced its security provision under the 2020 Loan agreement and acquired the Company's shares of its wholly-owned subsidiary, Peak Minerals, in satisfaction of the 2020 Loan, according to its rights (Note 16).

Note 9. Provision for Environmental Rehabilitation

In connection with the Company's exploration and drilling activities on its Sevier Playa Project, Peak Minerals had an obligation to remediate the impact of these activities.

Balance as at January 1, 2019	**$**	**200,470**
Additions		28,952
Accretion		4,557
Balance as at December 31, 2019	**$**	**233,979**
Additions		34,252
Accretion		2,008
Corporate restructuring (Note 16)		(270,239)
Balance as at December 31, 2020	**$**	**-**

Note 10. Share Capital

Authorized

CPM authorized capital consists of unlimited voting common shares without par value, unlimited non-voting common shares without par value and unlimited preference shares without par value.

Voting and non-voting common shares

	Number of shares issued		Share capital	
	Voting common	Non-voting common	Voting common	Non-voting common
Balance as at January 1, 2019	**209,090,930**	**2,466,947**	**$ 77,836,357**	**$ 801,043**
Common shares issued for convertible debt interest payments	12,033,982	-	1,804,378	-
Common shares issued for repayment of convertible debt	29,201,455	-	12,000,000	-
Restricted share units released	1,941,175	-	632,085	-
Common shares issued pursuant to private placement	39,215,686	-	4,535,538	-
Balance as at December 31, 2019	**291,483,228**	**2,466,947**	**$ 96,808,358**	**$ 801,043**
Restricted share units released	4,272,139	-	1,188,531	-
Common shares surrendered by EMR in corporate restructuring	(119,829,182)	(170,818)	-	-
Balance as at December 31, 2020	**175,926,185**	**2,296,129**	**$ 97,996,889**	**$ 801,043**

On November 9, 2020, as part of the restructuring agreement (Note 15), EMR voluntarily surrendered 120 million CPM common shares back to the Company.

On January 15, 2020, RSU vesting requirements were met and 640,213 common shares were released to certain directors. On May 1, 2020, RSU vesting requirements were met and 1,000,000 common shares were released to certain employees. On August 31, 2020, RSU vesting requirements were met and 2,601,926 were released to a former employee. On November 9, 2020, RSU vesting requirements were met and 30,000 common shares were released to a contractor.

On January 2, 2019, the Company issued 7,758,401 common shares at a deemed value of $0.16 (C$0.21) per common share to settle an interest payment, and 29,201,455 common shares at a deemed value of $0.41 (C$0.55) per common share to repay the Loan in full, pursuant to the Loan Agreement. The Company remitted $212,748 (C$285,722) in non-resident Canadian withholding tax to CRA related to the interest payment, pursuant to the Loan Agreement.

On March 27, 2019, RSU vesting requirements were met and 640,212 common shares were released to certain directors.

On March 29, 2019, the Company issued 4,275,581 common shares at a deemed value of $0.14 (C$0.185) per common share to settle an interest payment, The Company remitted $104,476 (C$139,608) in non-resident Canadian withholding tax to CRA related to the interest payment, pursuant to the 2018 Loan Agreement.

On August 28, 2019, RSU vesting requirements were met and 1,300,963 common shares were released to an employee and officer of the Company.

On May 2, 2019, the Company closed a private placement with EMR, wherein the Company issued EMR 39,215,686 units at a price of C$0.17 per unit for gross proceeds of $4,960,667 (C$6,666,667). Each unit was composed of one common share, and one-half of one common share purchase warrant for an aggregate of 39,215,686 common shares and 19,607,843 warrants (the "EMR Warrants"). Each full warrant entitled EMR to subscribe for one common share at a price of C$0.21 per share for a period of 18 months following closing. The fair values of the EMR Warrants were used to determine the financing proceeds allocated to the equity components based on relative fair values. A discount of 15% was applied to account for the four-month hold-back period, as required by the TSX Venture Exchange. As the EMR Warrants did not meet the "fixed-for-fixed" criteria outlined in IFRS 9, they were classified as a derivative financial liability, and re-valued each reporting period. On November 2, 2020 the EMR Warrants expired unexercised.

The following table outlines the assumptions used to calculate the fair value of the EMR Warrants.

Black-Scholes option pricing model assumptions	Private placement inception May 2, 2019	December 31, 2019
Market price	C$0.18	C$0.05
Subscription price per common share	C$0.21	C$0.21
Risk-free interest rate	1.61%	1.69%
Expected volatility	48.84%	63.21%
Expected dividend yield	0%	0%
Expected life (years)	1.50	0.92

Components associated with the transaction on the closing date.

Fair market value of common shares	$	4,535,538
Warrant liability		425,129
Gross Proceeds	**$**	**4,960,667**

Changes in the warrant liability are as follows:

Opening balance	$	-
Fair value assigned at private placement inception		425,129
Change in fair value of warrant liability		(420,618)
Balance as at December 31, 2019	**$**	**4,511**
Change in fair value of warrant liability		(4,511)
Balance as at December 31, 2020	**$**	**-**

In 2014, in conjunction with the Extract Loan (which was repaid in May 2016), CPM issued 750,000 Extract Warrants to Extract. Each Extract Warrant entitled the holder to acquire one voting common share at a price of C$0.36 per common share until May 2, 2019. The Extract Warrants expired in 2019 without being exercised.

Restricted share units

In June 2017, CPM adopted a restricted share unit plan (the "RSU Plan"). Under the RSU Plan, selected officers, employees, consultants, and directors of the Corporation and its affiliates are granted RSUs, where each RSU represents the right to receive one CPM common share upon expiration of an applicable restricted period (vesting). The RSU Plan is designed to aid in attracting, retaining, and encouraging employees and directors, due to the opportunity offered to them, to acquire a proprietary interest in the Company.

The maximum number of common shares available for issuance under the RSU Plan shall not exceed 19,000,000. The maximum number of shares issuable to insiders, at any time, is 10% of the total number of common shares then outstanding. The maximum term for restricted share units to vest is up to ten (10) years, but may be such shorter term as the Company chooses.

On March 27, 2019, vesting requirements were met and 640,212 common shares were released to certain directors.

On October 31, 2019, the Company granted an aggregate of 1,340,000 RSUs to certain employees and contractors. The RSUs will vest in three equal annual installments on the first, second, and third anniversaries of the RSU grant.

On January 15, 2020, RSU vesting requirements were met and 640,213 common shares were released to certain directors.

On May 1, 2020, RSU vesting requirements were met and 1,000,000 common shares were released to employees. On August 31, 2020, RSU vesting requirements were met and 2,601,926 were released to a former employee. On November 9, 2020, RSU vesting requirements were met and 30,000 common shares were released to a contractor.

The following table reflects the continuity of RSUs outstanding for the period ended December 31, 2020 and 2019.

	December 31, 2020			December 31, 2019		
	Number of units	Average remaining contractual life (years)	Average market price at time of grant (C$)	Number of units	Average remaining contractual life (years)	Average market price at time of grant (C$)
Balance, beginning of period	**4,582,139**	**8.52**	**$ 0.25**	**5,183,314**	**9.00**	**$ 0.43**
Granted	-	-	-	1,340,000	9.83	0.13
Released	(4,272,139)	8.00	0.271	(1,941,175)	8.00	0.42
Cancelled/Forfeited	(250,000)	9.50	0.125	-	-	-
Balance, end of period	**60,000**	**8.83**	**$ 0.125**	**4,582,139**	**8.52**	**$ 0.25**

Compensation expense related to restricted share units for the year ended December 31, 2020 was $497,947 (year ended December 31, 2019, $230,360), of which $7,910 (year ended December 31, 2019, $193,010) was charged to expense in the Consolidated Statement of Loss, $416,681 (year ended December 31, 2019, $30,197) was charged to discontinued operations expense in the Consolidated Statement of Loss and $73,356 (year ended December 31, 2019, $7,153) was capitalized in Peak Minerals' mineral properties. The offsetting credit was recorded as contributed surplus.

Share purchase options

CPM has a share option plan (the "Option Plan") whereby the Board of Directors may grant options to acquire common shares to directors, officers, employees, or consultants. The Board of Directors has the authority to determine the limits, restrictions, and conditions of common share option grants, and to make all decisions and interpretations relating to the Option Plan. The maximum number of common shares that may be reserved for issuance shall not exceed 10% of the Company's outstanding common shares at the time of grant. Furthermore, the maximum number of common shares that may be reserved for issuance to any one optionee shall not exceed 5% of the Company's outstanding common shares at the time of grant, excepting consultants and investor relations persons which shall not exceed 2% of the Company's outstanding common shares.

The term of any common share option granted may not exceed five years and the exercise price may not be lower than the closing price of CPM's common shares on the last trading day immediately preceding the date of grant, less any discounts from the closing price allowed by the TSX Venture Exchange. Vesting conditions vary based on the circumstances of the option grant. The following table reflects the continuity of common share options for the periods ended December 31, 2020 and 2019.

	December 31, 2020		December 31, 2019	
	Number of options	Weighted average exercise price (C$)	Number of options	Weighted average exercise price (C$)
Balance, beginning of period	**6,128,400**	**$ 0.37**	**5,175,000**	**$ 0.43**
Granted	500,000	0.10	1,303,400	0.13
Forfeited	(1,941,666)	0.22	(125,000)	0.42
Expired	(1,175,000)	0.42	(225,000)	0.40
Balance, end of period	**3,511,734**	**$ 0.39**	**6,128,400**	**$ 0.37**
Exercisable share purchase options	**3,276,134**	**$ 0.41**	**4,291,669**	**$ 0.43**

A summary of common share options outstanding as at December 31, 2020 is as follows:

Exercise price per share (C$)	Number of awards vested and exercisable	Weighted average remaining contractual life (yrs)	Number of share purchase options	Weighted average exercise price (C$)
$0.10 - 0.40	242,800	**3.83**	478,400	$ 0.13
0.41 - 0.45	3,033,334	**1.22**	3,033,334	1.22
Share purchase options outstanding, end of period	**3,276,134**	**1.58**	**3,511,734**	**$ 0.39**

On February 18, 2020, CPM granted 500,000 options to certain consultants of the Company. All options are exercisable over a period of five years at a price of C$0.10 per common share and shall vest in three equal annual installments on the first, second, and third anniversaries of the option grant. The fair value of the options granted February 18, 2020 was estimated on the date of grant using the Black-Scholes option pricing model. The Company assumed a 6.30% forfeiture rate based on historical forfeitures and the following table outlines the average assumptions used to calculate the fair value:

Black-Scholes option pricing model assumptions	
Market price per common share at date of grant	C$0.04
Exercise price per common share	C$0.10
Risk-free interest rate	1.41%
Expected volatility	84.05%
Expected dividend yield	0%
Expected life (years)	3.50

On October 31, 2019, CPM granted 1,303,400 options to certain officers, employees, and consultants of the Company. All options are exercisable over a period of five years at a price of C$0.13 per common share and shall vest in three equal annual installments on the first, second, and third anniversaries of the option grant. The fair value of the options granted October 31, 2019 was estimated on the date of grant using the Black-Scholes option pricing model. The Company assumed a 6.50%

forfeiture rate based on historical forfeitures and the following table outlines the average assumptions used to calculate the fair value:

Black-Scholes option pricing model assumptions	
Market price per common share at date of grant	C$0.13
Exercise price per common share	C$0.13
Risk-free interest rate	1.47%
Expected volatility	74.00%
Expected dividend yield	0%
Expected life (years)	3.50

Share based compensation for the year ended December 31, 2020 was $54,211 (year ended December 31, 2019, $132,580), of which $(4,293) (year ended December 31, 2019, $30,092) was charged to expense in the Consolidated Statement of Loss, $43,710 (year ended December 31, 2019, $63,929) was charged to discontinued operations expense in the Consolidated Statement of Loss and $14,794 (year ended December 31, 2019, $38,559) was capitalized in Peak Minerals' mineral properties. The offsetting credit was recorded as contributed surplus.

Note 11. Finance Expense

Finance expenses are as follows:

	Year Ended	
	December 31, 2020	December 31, 2019
Interest expense	$ 1,307,690	$ 1,262,153
Non-resident Canadian withholding tax	-	104,476
Total finance expenses	**$ 1,307,690**	**$ 1,366,629**

Note 12. Income Taxes

The Company's income tax expense for the years ended December 31, 2020 and December 31, 2019 consists of the following:

	Year Ended	
	December 31, 2020	December 31, 2019
Loss before income taxes	$ (1,284,736)	$ (2,339,354)
Loss before income taxes from discontinued operations	(70,416,384)	(1,977,734)
Total loss before income taxes	**$ (71,701,120)**	**$ (4,317,088)**
Income tax recovery at combined federal and provincial rate of 27%	(19,359,302)	(1,165,613)
Foreign rate differences	4,224,983	50,822
Non-deductible expenses	39,889	104,788
Losses and temporary differences not recognized	15,094,430	1,010,003
Income tax	**$ -**	**$ -**

Deferred tax assets have not been recognized respecting the following items:

As at	December 31, 2020	December 31, 2019
Unrecognized deferred tax assets:		
Deductible temporary differences	$ -	$ 405,517
Loss carryforwards	12,588,022	4,918,493
Share issuance costs	4,286	34,221
Repurchase obligation accretion	-	411,017
Cummulative eligible capital deductions	-	40,500
	$ 12,592,308	**$ 5,809,748**

The Company has C$93,244,607 (year ended December 31, 2019 C$5,079,241) of Canadian capital losses and nil non-capital loss carryforward.

Note 13. Loss Per Share

Basic loss per share is calculated by dividing the loss attributable to shareholders by the weighted average number of common shares outstanding during the period. CPM's loss per share from continuing operations for the year ended December 31, 2020 was $0.01 (year ended December 31, 2019 was $0.01) and was based on the loss from continuing operations attributable to the common shareholders of $1,284,736 (year ended December 31, 2019, $2,339,354), and the weighted average number of common shares outstanding for the year ended December 31, 2020 of 277,584,587 (year ended December 31, 2019, 283,068,532). CPM's loss per share from discontinued operations for the year ended December 31, 2020 was $0.25 (year ended December 31, 2019 was $0.01) and was based on the loss from discontinued operations attributable to the common shareholders of $70,416,384 (year ended December 31, 2019, $1,977,734), and the weighted average number of common shares outstanding for the year ended December 31, 2020 of 277,584,587 (year ended December 31, 2019, 283,068,532). CPM's total loss per share for the year ended December 31, 2020 was $0.26 (year ended December 31, 2019 was $0.02) and was based on the loss attributable to the common shareholders of $71,701,120 (year ended December 31, 2019, $4,317,088), and the weighted average number of common shares outstanding for the year ended December 31, 2020 of 277,584,587 (year ended December 31, 2019, 283,068,532).

The diluted loss per share did not include the effect of the following securities, as they are anti-dilutive:

As at	December 31, 2020	December 31, 2019
Number of share purchase warrants	-	19,607,843
Number of restricted share units	60,000	4,582,139
Number of share purchase options	3,511,734	6,128,400
Number of shares issuable on conversion of convertible debt	-	25,976,000
	3,571,734	**56,294,382**

Convertible debt share calculations were performed in U.S. dollars but were converted to Canadian dollars based on a share conversion rate of C$0.50, and a currency exchange rate of $1.2988 = C$0.7699, which was The Bank of Canada nominal noon exchange rate as at December 31, 2019.

Note 14. Expenses by Nature

	Year Ended	
	December 31, 2020	December 31, 2019
Restricted share unit compensation	$ 7,910	$ 193,010
Office expenses	9,808	16,327
Director fees	(422,500)	341,250
Investor relations	164,676	405,857
Professional fees	165,662	179,289
Share-based compensation	(4,293)	30,092
Other expenses	58,284	26,804
	$ (20,453)	$ 1,192,629

Director fees from 2019 and 2020 were reversed because of a decision by the board of directors to cancel and voluntarily forfeit accrued and outstanding director compensation.

Note 15. Related Party Transactions

CPM's related parties include its subsidiaries, associates, executive and non-executive directors, senior officers (Chief Executive Officer and Chief Financial Officer), and entities controlled or jointly-controlled by directors or senior officers.

Directors and Officers

During the years ended December 31, 2020 and 2019, compensation paid or payable to key management personnel was as follows:

	Year Ended	
	December 31, 2020	December 31, 2019
Salaries, benefits, and compensation	$ 678,638	$ 829,592
Director fees	(422,500)	341,250
Share-based compensation	15,385	68,550
Compensation related to restricted share units released	299,300	632,076
Total director and officer compensation	**$ 570,823**	**$ 1,871,468**

Salaries and benefits were paid through Peak Minerals.

Management Team Update

Effective August 31, 2020, John Mansanti, the Company's President and Chief Executive Officer, tendered his resignation to the Company to pursue other business interests and also resigned from CPM's board of directors ("Board"). Following Mr. Mansanti's departure, the Board appointed Dean Pekeski as Interim President and Chief Executive Officer, also effective August 31, 2020. Mr. Pekeski has been a contractor for the Company since 2015 and has been the key individual responsible for development activities on the Sevier Playa project.

EMR

During the years ended December 31, 2020 and 2019, the Company entered into certain agreements with EMR, the Company's majority shareholder, in respect of convertible loans, private placement (Notes 8 and 10), and acquisition of the Company's shares of its wholly-owned subsidiary, Peak Minerals, in October 2020, in accordance with its rights as settlement for the convertible loan (Note 16). Upon notification of EMR's intent to enforce its security provision, the Board negotiated a corporate restructuring agreement with EMR whereby EMR agreed that its foreclosure would satisfy in full the Company's obligations under the 2020 Loan. Under the terms of the restructuring agreement, EMR voluntarily surrendered 120 million CPM common shares, reducing its ownership in CPM from approximately 61% to 36%. In addition, two of EMR's nominees to the Board resigned, leaving CPM with a four-person Board.

Note 16. Discontinued Operations

On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in the 2020 Loan. As a result of the default, effective October 19, 2020 EMR enforced its security provision under the 2020 Loan agreement and foreclosed on the Company's shares of its wholly-owned subsidiary, Peak Minerals, which held its SOP project and the majority of its assets, in satisfaction of the 2020 Loan, according to its rights.

Financial Performance and Cash Flow Information

The financial performance for Peak Minerals is presented for the nine and a half months ended October 19, 2020 and the year ended December 31, 2019.

	Period Ended	
	October 19, 2020	**December 31, 2019**
EXPENSES		
General and administrative	$ 894,487	$ 1,252,673
Depreciation	2,385	2,217
Other expenses	15,545	980
Professional fees	441,896	591,769
Compensation related to restricted share units	416,681	30,197
Share-based compensation	43,710	63,929
	(1,814,704)	(1,941,765)
OTHER ITEMS		
Interest income	102	1,713
Net loss of equity method investee	-	(441)
Accretion expense	(2,008)	(4,557)
Foreign exchange loss	(319)	(32,684)
Net loss before income taxes	(1,816,929)	(1,977,734)
Income taxes	-	-
Net loss from discontinued operations	$ (1,816,929)	$ (1,977,734)
Loss on disposal of the subsidiary after income taxes	(68,599,455)	-
Loss and comprehensive loss from discontinued operations	**$ (70,416,384)**	**$ (1,977,734)**

The cash flow for Peak Minerals is presented for the nine and a half months ended October 19, 2020 and the year ended December 31, 2019.

		October 19, 2020		December 31, 2019
OPERATING ACTIVITIES				
Net loss before income taxes	$	(1,816,929)	$	(1,977,734)
Adjustments for:				
Depreciation		2,385		2,217
Share-based compensation		43,710		63,929
Compensation related to restricted share units		416,681		37,350
Accretion expense		2,008		4,557
Share of net loss of equity method investee		-		441
Gain on corporate restructuring		16,411		-
Trade and other payables		(204,655)		(164,322)
Net cash used in operating activities		(1,540,389)		(2,033,562)
INVESTING ACTIVITIES				
Decrease (increase) in restricted cash		(59)		28,033
Additions to property, plant and equipment		-		(811,925)
Additions to mineral properties		(702,058)		(4,536,380)
Net cash used in investing activities		(702,117)		(5,320,272)
FINANCING ACTIVITIES				
Capital contribution from CPM		1,946,000		5,600,000
Net cash provided by financing activities		1,946,000		5,600,000
Net change in cash and cash equivalents		(296,506)		(1,753,834)
Cash and cash equivalents, beginning of period		302,728		2,056,562
Cash and cash equivalents, end of period	**$**	**6,222**	**$**	**302,728**

Details of the Disposal of the Subsidiary

Disposal of Peak Minerals net assets	$	84,461,555
Release from repurchase obligation (Note 8)		(1,500,000)
Settled convertible debt interest		(1,237,679)
Settled convertible debt		(13,124,421)
Loss of disposal of discontinued operations before income tax		68,599,455
Income taxes		-
Loss on disposal of discontinued operations	**$**	**68,599,455**

Net assets disposed of in Peak Minerals		
Property plant and equipment	$	84,750,803
Restricted cash		43,721
Cash		6,222
Deposits		9,536
Provision for environmental rehabilitation obligation		(270,239)
Trade and other payables		(78,488)
	$	**84,461,555**

Note 17. Commitments and Contingencies

LUMA Minerals LLC

Effective July 15, 2011, Peak Minerals and LUMA entered into a cooperative development agreement (the "LUMA Agreement") to develop additional federal leases on the Sevier Playa Project that CPM did not control. The LUMA Agreement added approximately 22,000 acres of additional leases to the lands controlled by CPM, bringing the Sevier Playa Project land package total to approximately 124,000 acres. LUMA won their leases as part of the federal BLM competitive bidding process as second highest bidder when CPM was limited to the acquisition of leases on a maximum of 96,000 acres, pursuant to federal law.

Under the LUMA Agreement, both parties will commit the acreage to development and operation by CPM. LUMA will make no payments for the development of its acreage and will receive no net revenues from the production from its acreage – all revenues and costs will be for the benefit of CPM. The LUMA Agreement commits CPM to pay LUMA a 1.25% overriding royalty on all production from, or allocated to, the LUMA leases. In addition to the overriding royalty, the LUMA Agreement also granted LUMA the right to elect either: (i) a cash-only payment of $2,000,000; or (ii) the number of common shares in CPM equal in value to $1,000,000, plus $1,000,000 cash at the point in time that the Company elects to commit to purchase LUMA's interest in the LUMA leases. The closing is conditioned upon and subject to: (a) all necessary approvals of the shareholders and governing boards of Peak Minerals and/or CPM; (b) all necessary approvals of U.S. and Canadian governmental authorities, including securities and exchange and environmental regulatory bodies, BLM, and SITLA; and (c) all applicable stock exchange rules, regulations, and approvals.

Effective August 31, 2018, in accordance with the terms of the LUMA agreement, the Company's subsidiary, Peak Minerals, obtained an exclusive option ("the Option") to purchase all of the LUMA leases for $1.00 for each of the leases. The Company paid to LUMA a total of $2,000,000, composed of $1,000,000 in cash and 4,283,882 common shares (equal in value to $1,000,000) of the Company. Pursuant to the Option, Peak Minerals has a period of two years from the date the BLM issues a "notice to proceed" to exercise the Option. LUMA will be entitled to a 1.25% overriding royalty on all production from the leases.

Note 18. Capital Management

When managing capital, the Company's objective is to ensure the entity continues as a going concern as well as to maintain adequate levels of funding to support the acquisition, exploration, and development of its projects and corporate and administrative functions. Management, therefore, adjusts the capital structure as necessary in order to support these critical functions. The Board does not establish quantitative return on capital criteria for management, but rather relies on the expertise of the Company's management to sustain future development of the business.

Management has chosen to mitigate the risk and uncertainty associated with raising additional capital in current economic conditions by:

- minimizing discretionary disbursements;
- reducing or eliminating operating expenditures that are of limited strategic value; and
- exploring alternative sources of investment and liquidity.

Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Company, is appropriate.

Note 19. Financial Risk Factors

The Company's activities expose it to a variety of financial risks: market risk (including currency risk and interest rate risk), credit risk, liquidity risk, and fair value risk. Risk management is carried out by the Company's management team with guidance from and under policies approved by the Board. The Board also provides regular guidance for overall risk management.

Market Risk

Currency Risk

Management believes that the currency risk concentration in respect of cash balances is minimal. As at December 31, 2020, the Company held cash balances of $343,189 (December 31, 2019, $1,018,643), of which $212,408 was held in U.S. dollars (December 31, 2019, $808,996) and $130,781 was held in Canadian dollars (December 31, 2019, $209,647). The Company does not use derivative instruments to reduce its exposure to foreign exchange risk against its functional currencies.

Credit Risk

Credit risk is the risk of loss associated with a counterparty's inability to fulfill its payment obligations. The Company's credit risk is primarily attributable to cash and accounts receivable. Cash has been deposited with the Company's banking institutions, from which management believes the risk of loss to be minimal given the financial strength of its banking institutions with a minimal credit rating of A+/A-1. Accounts receivable consist of taxes receivable from government authorities and are in good standing as at December 31, 2020. Management believes that the credit risk concentration respecting financial instruments included in accounts receivable is minimal.

Liquidity Risk

Liquidity risk is a significant risk factor as the Company's future is dependent upon its ability to obtain sufficient cash from external financing and related parties in order to fund its ongoing corporate operations. The Company's approach to managing liquidity risk is to pursue all financing alternatives, including the sale of the Company to ensure that it will have sufficient liquidity to meet liabilities as they come due (Note 1). As at December 31, 2020, the Company had a cash balance of $343,189 (December 31, 2019, $1,018,643) to settle current liabilities of $27,475 (December 31, 2019, $11,946,997).

The Company has negotiated an agreement with Western whereby Western will acquire the Company by means of an RTO through a plan of arrangement. The agreement has been approved by the boards of directors of both companies and is expected to be completed in the second quarter of 2021, upon shareholder approval (Note 20).

Fair Value Risk

As at December 31, 2020, the Company's financial instruments consisted of cash and cash equivalents, trade and other payables. The carrying amounts of the cash and cash equivalents, and trade and other payables, approximate fair value due to the short-term nature of these financial instruments.

Fair value measurements recognized in the Consolidated Statement of Financial Position must be categorized in accordance with the following levels:

(i) Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities;

(ii) Level 2: inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and

(iii) Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

Note 20. Subsequent Events

RTO Transaction

On February 19, 2021, the Company announced that it has entered into an arrangement agreement with Western outlining the terms upon which, among other things, Western will effect a “reverse takeover” of CPM (the “RTO”). Pursuant to the arrangement agreement, and as part of the RTO, and subject to any required shareholder and regulatory approvals:

- all of the outstanding membership interests in Western will be transferred to CPM in exchange for an aggregate of 29,637,034 resulting issuer shares (after giving effect to the Consolidation);
- the outstanding options and restricted share units of CPM will be surrendered by the holders thereof and canceled for no consideration;
- the common shares of CPM will be consolidated on a 490.97:1 basis (the "Consolidation") into 363,000 shares of the resulting issuer, such that CPM’s shareholders will own 1.21% of the resulting issuer.
- CPM will continue from Yukon to British Columbia; and
- the name of the resulting issuer will be changed to "Western Exploration Inc." (or such other name as may be acceptable to Western) and Western will change its stock exchange ticker symbol to "WEX".

Completion of the RTO is subject to a number of conditions, including, but not limited to, stock exchange acceptance; approval of CPM shareholders; court approval; closing of a concurrent financing; and, if applicable, disinterested shareholder approval. Where applicable, the RTO cannot close until the required shareholder approval is obtained. There can be no assurance that the transaction will be completed as proposed or at all. In addition, the RTO is not a "related party transaction" as such term is defined by Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions and is not subject to Policy 5.9 of the Exchange.

CRYSTAL PEAK MINERALS INC.

CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS
For the Three and Six Months Ended June 30, 2021 and 2020

Table of Contents

	Page
Management's Responsibility for Financial Statements	**F-1**
Financial Statements	**F-2**
Notes to the Financial Statements	**F-6**

August 19, 2021

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL STATEMENTS

The accompanying consolidated financial statements (the "Financial Statements") of Crystal Peak Minerals Inc. (the "Company") are the responsibility of the Company's Board of Directors and management. These Financial Statements have been prepared by management, on behalf of the Board of Directors, in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). Management acknowledges responsibility for the preparation and presentation of the Financial Statements, including responsibility for significant accounting judgments and estimates and the choice of accounting principles and methods that are appropriate to the Company's circumstances. In the opinion of management, the Financial Statements have been prepared within acceptable limits of materiality and are consistent with IFRS appropriate in the circumstances.

Management has established processes that are in place to provide it sufficient knowledge to support management representations that it has exercised reasonable diligence that: (i) the Financial Statements do not contain any untrue statement of material fact or omit to state a material fact required to be stated or necessary to make a statement not misleading in light of the circumstances under which it is made, as of the date of, and for the periods presented by, the Financial Statements; and (ii) the Financial Statements fairly present in all material respects the Company's financial condition, results of operations, and cash flows, as of the date of, and for the periods presented by, the Financial Statements.

The Board of Directors is responsible for reviewing and approving the Financial Statements and for ensuring that management fulfills its financial reporting responsibilities. An Audit Committee assists the Board of Directors in fulfilling this responsibility. The Audit Committee meets with management to review the internal controls over the financial reporting process, the Financial Statements, and the auditors' report. The Audit Committee also reviews the Company's Management Discussion and Analysis to ensure that the financial information reported therein is consistent with the information presented in the Financial Statements. The Audit Committee reports its findings to the Board of Directors for its consideration in approving the Financial Statements for issuance to the shareholders.

Management recognizes its responsibility for conducting the Company's affairs in compliance with established financial standards, and applicable laws and regulations, and for maintaining proper standards of conduct for its activities.

<u>/s/ Dean Pekeski</u>	*<u>/s/ Blake Measom</u>*
Dean Pekeski, CEO	Blake Measom, CFO

Nature of Operations and Going Concern (Note 1)

As at		June 30, 2021		December 31, 2020
ASSETS				
Current				
Cash and cash equivalents	$	207,194	$	343,189
Receivables		1,389		19,545
	$	**208,583**	**$**	**362,734**
LIABILITIES				
Current				
Trade and other payables	$	14,167	$	27,475
		14,167		27,475
SHAREHOLDERS' EQUITY				
Voting common shares (Note 7)		98,797,932		97,996,889
Non-voting common shares (Note 7)		-		801,043
Contributed surplus		6,650,960		6,647,313
Accumulated deficit		(104,764,610)		(104,620,120)
Foreign currency translation reserve		(489,866)		(489,866)
		194,416		335,259
	$	**208,583**	**$**	**362,734**

These Financial Statements are authorized for issue by the Board of Directors on August 19, 2021, and signed on the Company's behalf by:

/s/ De Lyle Bloomquist
De Lyle Bloomquist, Director

/s/ Dan Basse
Dan Basse, Director

The accompanying notes are an integral part of these Financial Statements.

	3 Months Ended		6 Months Ended	
	June 30, 2021	June 30, 2020	June 30, 2021	June 30, 2020
EXPENSES				
General and administrative	$ 693	$ 99,796	$ 1,460	$ 199,490
Investor relations	6,436	33,334	11,435	117,274
Professional fees	31,750	27,972	126,598	96,861
Compensation related to restricted share units	635	-	1,221	7,506
Share-based compensation	1,382	7,500	2,426	15,133
	(40,896)	(168,602)	(143,140)	(436,264)
OTHER ITEMS				
Interest income	7	546	34	3,569
Change in fair value of derivative and warrant liability (Note 6)	-	4,509	-	60,852
Accretion expense (Note 6)	-	(16,782)	-	(33,542)
Interest expense	-	(407,662)	-	(792,659)
Foreign exchange gain (loss)	(731)	(12,753)	(1,384)	(10,375)
Net loss before income taxes	(41,620)	(600,744)	(144,490)	(1,208,419)
Income taxes (Note 8)	-	-	-	-
Net loss and comprehensive loss from continuing operations	$ (41,620)	$ (600,744)	$ (144,490)	$ (1,208,419)
Loss from discontinued operations (Note 11)	-	(575,724)	-	(1,179,555)
Net loss and comprehensive loss	(41,620)	(1,176,468)	(144,490)	(2,387,974)
Basic and diluted loss per share from continuing operations (Note 9)	$ -	$ -	$ -	$ (0.005)
Basic and diluted loss per share from discontinued operations (Note 9)	-	-	-	(0.005)
Total basic and diluted loss per share (Note 9)	-	-	-	(0.010)
Weighted average number of shares outstanding	178,222,314	295,505,223	178,222,314	220,969,099

The accompanying notes are an integral part of these Financial Statements.

	Voting common	Non-voting common	Contributed surplus	Accumulated deficit	Foreign currency translation reserve	Total shareholders' equity
Balance as at January 1, 2021	**$ 97,996,889**	**$ 801,043**	**$ 6,647,313**	**$ (104,620,120)**	**$ (489,866)**	**$ 335,259**
Net loss for the period ended June 30, 2021	**-**	**-**	**-**	**(144,490)**	**-**	**(144,490)**
Share-based compensation (Note 7)	-	-	2,426	-	-	2,426
Compensation related to restricted share units (Note 7)	-	-	1,221	-	-	1,221
Conversion of non-voting to voting common shares (Note 7)	801,043	(801,043)	-	-	-	-
Balance as at June 30, 2021	**$ 98,797,932**	**$ -**	**$ 6,650,960**	**$ (104,764,610)**	**$ (489,866)**	**$ 194,416**
Balance as at January 1, 2020	**$ 96,808,358**	**$ 801,043**	**$ 7,283,686**	**$ (32,919,000)**	**$ (489,866)**	**$ 71,484,221**
Net loss for the period ended June 30, 2020	**-**	**-**	**-**	**(2,387,974)**	**-**	**$ (2,387,974)**
Share-based compensation (Note 7)	-	-	55,282	-	-	55,282
Compensation related to restricted share units (Note 7)	-	-	214,670	-	-	214,670
Common shares issued upon release of restricted share units (Note 7)	291,758	-	(291,758)	-	-	-
Balance as at June 30, 2020	**$ 97,100,116**	**$ 801,043**	**$ 7,261,880**	**$ (35,306,974)**	**$ (489,866)**	**$ 69,366,199**

The accompanying notes are an integral part of these Financial Statements

	Six Months Ended	
	June 30, 2021	**June 30, 2020**
OPERATING ACTIVITIES		
Net loss before income taxes from continuing operations	$ (144,490)	$ (1,208,419)
Adjustments for:		
Share-based compensation	2,426	15,133
Compensation related to restricted share units	1,221	7,506
Accretion expense	-	33,542
Non-cash interest expense	-	792,659
Change in fair value of derivative and warrant liabilities	-	(60,852)
Changes in working capital:		
Receivables	18,156	9,661
Trade and other payables	(13,308)	186,015
Net cash used in operating activities from continuing operations	(135,995)	(224,755)
Net cash used in operating activities from discontinued operations	-	(1,210,352)
Net cash used in operating activities	**(135,995)**	**(1,435,107)**
INVESTING ACTIVITIES		
Net cash used in investing activities from discontinued operations	-	(572,415)
Net cash used in investing activities	**-**	**(572,415)**
FINANCING ACTIVITIES		
Net proceeds from convertible debt	-	2,000,000
Net cash provided by financing activities	**-**	**2,000,000**
Net change in cash and cash equivalents	(135,995)	(7,522)
Cash and cash equivalents, beginning of period	343,189	1,018,643
Cash and cash equivalents, end of period	**$ 207,194**	**$ 1,011,121**

The accompanying notes are an integral part of these Financial Statements.

Note 1. Nature of Operations and Going Concern

Crystal Peak Minerals Inc. ("CPM" or the "Company") is a public company previously listed on the TSX Venture Exchange (TSXV). Effective November 13, 2020, the listing of the Company's common shares was transferred from the TSXV to the TSX NEX Board as a result of the corporate restructuring transactions described in Note 11. CPM's common shares trade on the TSX NEX Board under the symbol "CPM.H". CPM's common shares also trade on the OTC Markets Pink market under the symbol "CPMMF". CPM is domiciled in the Yukon Territory, Canada, and the address of its registered office is 200 – 204 Lambert Street, Whitehorse, Yukon Territory, Y1A 3T2.

These consolidated financial statements (the "Financial Statements") are prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") applicable to a going concern. These standards assume CPM will be able to continue to operate for the foreseeable future, realize its assets, and settle its liabilities in the normal course of operations. The use of these principles may ultimately be inappropriate since there are material uncertainties that may cast significant doubt about CPM's ability to continue as a going concern given its history of losses, accumulated deficit, limited operating history in the fertilizer sector, and the recent events described below.

CPM, together with its previously owned subsidiaries, operated a development-stage entity focused on the development, construction and operation of a potassium sulfate ("SOP") project on the Sevier Playa in west central Utah (the "Sevier Playa Project"). The Company completed work on a definitive feasibility study (the "FS") in December 2017, in line with the standards of Canadian National Instrument 43-101, *Standards of Disclosure for Mineral Projects*, the results of which were published on February 21, 2018. During 2020 CPM continued permitting, engineering, and financing activities designed to move the Sevier Playa Project toward construction. During 2021 CPM is looking to identify and secure a new project.

On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in the 2020 Loan (Note 6). As a result of the default, effective October 19, 2020, EMR Capital Investment (No. 5B) Pte. Ltd., an affiliate of EMR Capital Resources Fund 1, LP ("EMR"), CPM's majority shareholder, enforced its security provision under the 2020 Loan agreement in accordance with its rights and acquired the Company's shares of its wholly-owned subsidiary, Peak Minerals Inc. ("Peak Minerals") (Note 11).

CPM's ability to continue as a going concern is currently dependent upon its ability to obtain sufficient cash from external financing or sale of the company.

On February 19, 2021, the Company announced that it has entered into an arrangement agreement with Western Exploration LLC ("Western") outlining the terms upon which, among other things, Western will effect a "reverse takeover" of CPM (the "RTO"). Pursuant to the arrangement agreement, and as part of the RTO, and subject to any required shareholder and regulatory approvals:

- all of the outstanding membership interests in Western will be transferred to CPM in exchange for an aggregate of 29,637,034 resulting issuer shares (after giving effect to the Consolidation);
- the outstanding options and restricted share units of CPM will be surrendered by the holders thereof and canceled for no consideration;
- the common shares of CPM will be consolidated on a 490.97:1 basis (the "Consolidation") into 363,000 shares of the resulting issuer, such that CPM's shareholders will own 1.21% of the resulting issuer.
- CPM will continue from Yukon to British Columbia; and
- the name of the resulting issuer will be changed to "Western Exploration Inc." (or such other name as may be acceptable to Western) and Western will change its stock exchange ticker symbol to "WEX".

Completion of the RTO is subject to a number of conditions, including, but not limited to, stock exchange acceptance; approval of CPM shareholders; court approval; closing of a concurrent financing; and, if applicable, disinterested shareholder approval.

Where applicable, the RTO cannot close until the required shareholder approval is obtained. There can be no assurance that the transaction will be completed as proposed or at all. In addition, the RTO is not a "related party transaction" as such term is defined by Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions and is not subject to Policy 5.9 of the Exchange.

The agreement has been approved by the boards of directors of both companies and is expected to be completed in the third quarter of 2021, upon shareholder approval. There can, however, be no assurance that the steps management is taking will be successful. If the going concern basis were not appropriate, material adjustments may be necessary in the carrying amounts and or classification of assets and liabilities and losses reported in these Financial Statements.

Note 2. Summary of Significant Accounting Policies

The principal accounting policies applied in the preparation of these Financial Statements are set out below. These policies have been consistently applied to all periods presented.

Basis of Preparation

These Financial Statements have been prepared in accordance with IFRS and with interpretations of the International Financial Reporting Interpretations Committee ("IFRIC") which the Canadian Accounting Standards Board has approved for incorporation into Part 1 of the CPA Canada Handbook - Accounting. Further, the Financial Statements have been prepared, primarily, under the historical cost convention.

All amounts, unless specifically indicated otherwise, are presented in U.S. dollars.

These Financial Statements were authorized for issuance on August 19, 2021 by the Board of Directors.

Principles of Consolidation

These Financial Statements include the Company's accounts and those of its previously wholly-owned subsidiary, Peak Minerals. On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in the 2020 Loan. As a result of the default, effective October 19, 2020, EMR enforced its security provision under the 2020 Loan agreement in accordance with its rights and acquired the Company's shares of its wholly-owned subsidiary, Peak Minerals (Note 11). As a result, Peak Minerals has been presented as a discontinued operation in these Financial Statements.

All intercompany accounts and transactions have been eliminated on consolidation.

Subsidiaries

Subsidiaries are all entities over which the Company has control. The Company controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Company, and deconsolidated from the date that control ceases.

Segment Reporting

The Company had only one operating segment as the Company's operating results are reviewed on a consolidated basis. The chief operating decision maker, who is responsible for allocating resources and assessing performance of the operating segment, has been identified as the Chief Executive Officer.

Foreign Currency Translation

Presentation and Functional Currency

These Financial Statements are presented in U.S. dollars. The functional currency for the Company and its subsidiaries is the currency of the primary economic environment in which each entity operates. Accordingly, the Company's functional currency is the U.S. dollar.

Transactions and Balances

Transactions that occur in a foreign currency are translated and recorded into the functional currency using the exchange rates prevailing at the date of the transaction. Foreign exchange gains and losses that result from the settlement of transactions and the translation of monetary assets and liabilities are recognized in the Consolidated Statement of Loss. For reporting purposes, monetary assets and liabilities denominated in foreign currencies are retranslated at the closing rate as at the date of the Consolidated Statement of Financial Position. Nonmonetary items are not retranslated as at the date of the Consolidated Statement of Financial Position, but remain translated at historical cost using the exchange rate as at the date of the original transaction.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, and other short-term highly liquid investments with original maturities of three months or less.

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost, less accumulated depreciation and accumulated impairment losses. The costs of property, plant, and equipment are composed of purchase price plus all costs directly attributable to bringing the assets to the location and condition necessary for their intended operation. Property, plant, and equipment are depreciated to their estimated residual value over their useful lives, beginning in the month following completion of the capital spending on a project or the month following the time when the assets become available for use.

The Company depreciates its property, plant, and equipment on a straight-line basis as follows:

Computers and equipment	2-5 years
Furniture and fixtures	2-5 years
Project equipment	2-5 years
Buildings	35 years

Interest in Mineral Properties

All costs related to the acquisition, exploration, evaluation, and development of mineral properties are capitalized by property where there is an expectation that the costs will be recovered. These costs are capitalized until the beginning of commercial production and will be subsequently amortized on a unit-of-production basis over the total reserves or will be written down to the recoverable amount if exploration and evaluation activities prove unsuccessful, if the mineral property is abandoned, or if the costs are no longer recoverable.

These capitalized activities include:

- acquisition of property rights or rights to explore, including all ongoing ownership costs;
- researching and analyzing historical exploration and evaluation data;
- gathering exploration data through topographical, geochemical, and geophysical studies;
- exploratory drilling, trenching, and sampling;
- determining and examining the volume and grade of the resources;

- surveying transportation and infrastructure requirements;
- field operations and expenditures;
- project permitting;
- depreciation on certain project related equipment, and assets;
- share based compensation;
- environmental rehabilitation obligations; and
- activities involved in evaluating the technical and commercial feasibility of extracting mineral resources, including the costs incurred in determining the most appropriate mining and processing methods.

Adoption of New Accounting Standards

IFRS 16, Leases ("IFRS 16") was adopted as of January 1, 2019. Effective for reporting periods beginning on or after January 1, 2019, IFRS 16 now requires operating leases to be recognized on the consolidated statement of financial position as a right-of-use asset and as a corresponding lease liability at the date at which the leased asset is available for use by the Company. Each lease payment is then to be allocated between the lease liability and finance cost, with the finance cost charged to comprehensive loss over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the lease liability for each period. The right-of-use asset is to be depreciated over the shorter of the asset's useful life and the lease term on a straight-line basis. Assets and liabilities arising from a lease are to be initially measured on a present value basis. Lease liabilities include the net present value of fixed lease payments discounted using the interest rate implicit in the lease. If that rate cannot be determined, the lessee's incremental borrowing rate is to be used, being the rate that the lessee would have to pay to borrow the funds necessary to obtain an asset of similar value in a similar economic environment with similar terms and conditions. Subsequent to initial measurement, the liability would be reduced for payments made and increased for interest and remeasured to reflect any reassessment or modifications, or if there are changes in in-substance fixed payments. When the lease liability is remeasured, the corresponding adjustment is to be reflected in the right-of-use asset, or comprehensive loss if the right-of-use asset is already reduced to zero. The right of use asset is recorded at the amount of the lease liability adjusted by the amount of any previously recognized prepaid or accrued lease payments related to that lease. Payments associated with short-term leases (12 months or less) and leases of low-value assets (less than $5,000) can continue to be recognized on a straight-line basis as an expense in comprehensive loss. IFRS 16 can be adopted on either a full retrospective basis or on a modified retrospective basis with the cumulative effect of applying the standard recognized as an adjustment to the opening accumulated deficit at the date of initial adoption.

The Company adopted IFRS 16 on a modified retrospective basis from January 1, 2019, with no restatement of comparatives, as permitted under the specific transitional provisions in the standard. As the adoption of this new standard has no material effect on the Financial Statements, no adjustments have been reflected in these Financial Statements on adoption of the standard. The Company only had one lease contract for its office space located in Salt Lake City, Utah, pursuant to a lease that expired on June 30, 2021. The office lease was a liability of the Company's previously owned subsidiary, Peak Minerals. Upon completion of the corporate restructuring (Note 11), the Company was no longer responsible for the lease. As at June 30, 2021 and June 30, 2020 the Company had the following obligations to make future minimum payments related to this lease:

Minimum lease payments as at		**June 30, 2021**		**June 30, 2020**
Not later than 1 year	$	-	$	114,437
	$	**-**	**$**	**114,437**

The monthly rental payments were charged to discontinued operation expense as incurred within general and administrative expenses consistent with prior years (Note 11).

Note 3. Critical Accounting Estimates and Judgments

The preparation of the Financial Statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the Financial Statements. Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. However, uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of the asset or liability affected in future periods.

In preparing these Financial Statements, the significant judgments made by management in applying CPM's accounting policies and the key sources of estimation uncertainty were the same as those that applied to the audited consolidated financial statements for the year ended December 31, 2020.

Note 4. Restricted Cash

On June 26, 2018, Peak Minerals provided to the Utah Division of Oil, Gas and Mining ("DOGM") cash in the amount of $71,600, in lieu of a surety bond for the exploration of certain Utah School and Institutional Trust Lands Administration ("SITLA") lands controlled by Peak Minerals as part of the Sevier Playa Project. On August 7, 2019, DOGM released a portion of the funds related to the 2018 surety bond back to Peak Minerals in the amount of $28,300.

The Company accrued interest on these funds prior to the disposal that amounted to $49 as at June 30, 2020 (Note 11).

Note 5. Property Plant, and Equipment

The property, plant, and equipment balance consisted of:

	Computers & equipment	Furniture & fixtures	Project equipment	Buildings	Mineral properties and development costs	Total
As at January 1, 2020						
Cost	$ 41,597	$ 24,729	$ 405,923	$ 98,187	$ 83,964,478	$ 84,534,914
Accumulated depreciation	(38,942)	(24,729)	(368,401)	(23,333)	-	(455,405)
Net book amount	**$ 2,655**	**$ -**	**$ 37,522**	**$ 74,854**	**$ 83,964,478**	**$ 84,079,509**
Period ended June 30, 2020						
Opening net book amount	$ 2,655	$ -	$ 37,522	$ 74,854	$ 83,964,478	$ 84,079,509
Additions	-	-	-	-	595,535	595,535
Depreciation	(2,227)	-	(7,350)	(1,403)	-	(10,980)
Closing net book amount	**$ 428**	**$ -**	**$ 30,172**	**$ 73,451**	**$ 84,560,013**	**$ 84,664,064**
As at June 30, 2020						
Cost	$ 41,597	$ 24,729	$ 405,923	$ 98,187	$ 84,560,013	$ 85,130,449
Accumulated depreciation	(41,169)	(24,729)	(375,751)	(24,736)	-	(466,385)
Net book amount	**$ 428**	**$ -**	**$ 30,172**	**$ 73,451**	**$ 84,560,013**	**$ 84,664,064**

During the six-month period ended June 30, 2021, the Company recognized depreciation expense of $nil (six months ended June 30, 2020, $10,980), of which $nil (six months ended June 30, 2020, $2,227) was recognized as discontinued operations expense in the Consolidated Statement of Loss and $nil (six months ended June 30, 2020, $8,753) was capitalized in Peak Minerals' mineral properties (Note 11). Following receipt of the Record of Decision from the U.S Department of the Interior for the Company's Sevier Playa Project, the exploration and evaluation assets relating to expenditures incurred in connection with the exploration and evaluation of the mineral resources on this project were reclassified to development costs within property, plant, and equipment commencing in the fourth quarter of 2019, because the technical feasibility and commercial viability of the Sevier Playa Project was considered to be demonstrable.

Note 6. Borrowings and Related Financial Liabilities

Borrowings and related financial liabilities consisted of:

	Repurchase obligation	Convertible debt, host	Derivative liability	Total
As at December 31, 2019	**$ 1,500,000**	**$ 10,000,000**	**$ -**	**$ 11,500,000**
Amended convertible debt, 2018 Loan	-	(10,000,000)	-	(10,000,000)
Convertible debt, 2020 Loan	-	13,057,252	67,170	13,124,422
Accretion	-	33,542	-	33,542
Change in fair value	-	-	(56,701)	(56,701)
As at June 30, 2020	**$ 1,500,000**	**$ 13,090,794**	**$ 10,469**	**$ 14,601,263**

Repurchase Obligation

On May 2, 2014, CPM entered into a secured credit agreement with Extract Advisors, LLC and its affiliate, Extract Capital LP (together "Extract"), for a $2,500,000 loan (the "Extract Loan"). The Extract Loan had a term of 60 months, with 95% of the outstanding principal and interest coming due on May 2, 2016. The Extract Loan was repaid in May 2016, and the security was released. In conjunction with the Extract Loan, CPM issued Extract 1,500,000 common shares and 750,000 common share purchase warrants (the "Extract Warrants"). The Extract Warrants had an exercise price of C$0.36 per common share and expired unexercised on May 2, 2019. CPM also provided Extract with a production fee of $1.70 per tonne of production of SOP. The production fee could have been repurchased at any time by CPM for $1,500,000 which was the estimated fair value of this obligation at June 30, 2020. Effective November 2020, Extract released CPM from the production fee obligation, since it no longer owned or controlled the Sevier Playa Project as a result of the corporate restructuring and Peak Minerals became the primary obligor under the production fee agreement (previously it had been a guarantor) (Note 11).

Convertible Debt

On July 19, 2018 the Company entered into a convertible loan agreement with EMR, its majority shareholder, (the "2018 Loan Agreement"), pursuant to which EMR agreed to lend the Company up to $10,000,000 in two tranches (the "2018 Loan"). In addition, the closing of the first tranche of the 2018 Loan was completed in the amount of $5,000,000, and bore interest at the rate of 12%, compounded quarterly. The principal amount of the 2018 Loan, in whole or in part, was convertible into common shares of the Company at EMR's option, at a price per common share of C$0.50. In addition, interest on the 2018 Loan was payable in common shares at the market price of the Company's shares on the earlier of the date of conversion or certain prescribed interest payment dates, subject to the approval of the TSX Venture Exchange. The 2018 Loan matured on January 19, 2020, and was repaid with the proceeds of the 2020 Loan.

When estimating the initial fair value of the first tranche of the debt host and embedded derivative liability components of the 2018 Loan, the debt host contract was valued using a discounted cash flow analysis using a 13.37% discount rate based on market interest rates available to the Company at that time for similar debt instruments.

The residual value was allocated to the embedded conversion option, which resulted in an implied volatility of 25.50% using a Black-Scholes valuation model based on the following assumptions:

Black-Scholes option pricing model assumptions	Tranche 1 inception July 19, 2018
Market price	C$0.31
Conversion price per common share	C$0.50
Risk-free interest rate	1.92%
Expected volatility	25.50%
Expected dividend yield	0%
Expected life (years)	1.50

The following table discloses the components associated with the transaction on the closing date:

Face value of convertible debt	$	5,000,000
Less derivative component		(40,432)
Value assigned to convertible debt	**$**	**4,959,568**

The changes in the convertible debt are as follows:

Opening balance	$	-
Value assigned to convertible debt		4,959,568
Accretion		13,441
Convertible debt balance as at December 31, 2018		**4,973,009**
Accretion		26,991
Convertible debt balance as at December 31, 2019		**5,000,000**
Repayment of principal out of proceeds of the 2020 Loan		(5,000,000)
Convertible debt balance as at June 30, 2020	**$**	**-**

The changes in the derivative liability are as follows:

Opening balance	$	-
Fair value assigned at loan inception		40,432
Change in fair value of derivative liability		(40,432)
Balance as at December 31, 2019	**$**	**-**
Change in fair value of derivative liability		-
Balance as at December 31, 2019		**-**
Change in fair value of derivative liability		-
Balance as at June 30, 2020	**$**	**-**

On October 29, 2018 the Company closed the second tranche of the 2018 Loan in the amount of $5,000,000. When estimating the initial fair value of the second tranche of the debt host and embedded derivative liability components of the 2018 Loan, the debt host contract was valued using a discounted cash flow analysis using a 13.37% discount rate based on market interest rates available to the Company at that time for similar debt instruments. The residual value was allocated to the embedded conversion option, which resulted in an implied volatility of 40.5% using a Black-Scholes valuation model based on the following assumptions:

Black-Scholes option pricing model assumptions	Tranche 2 inception October 29, 2018
Market price	C$0.225
Conversion price per common share	C$0.50
Risk-free interest rate	2.25%
Expected volatility	40.50%
Expected dividend yield	0%
Expected life (years)	1.30

The following table discloses the components associated with the transaction on the closing date:

Face value of convertible debt	$	5,000,000
Less derivative component		(29,722)
Value assigned to convertible debt	**$**	**4,970,278**

The changes in the convertible debt are as follows:

Opening balance	$	-
Value assigned to convertible debt		4,970,278
Accretion		5,930
Convertible debt balance as at December 31, 2018		**4,976,208**
Accretion		23,792
Convertible debt balance as at December 31, 2019		**5,000,000**
Conversion of principal into 2020 Loan		(5,000,000)
Convertible debt balance as at June 30, 2020	**$**	**-**

The changes in the derivative liability are as follows:

Opening balance	$	-
Fair value assigned at loan inception		29,722
Change in fair value of derivative liability		(29,722)
Balance as at June 30, 2020	**$**	**-**

On March 29, 2019, the Company issued 4,275,581 common shares at a deemed value of C$0.185 per common share to settle an interest payment pursuant to the 2018 Loan Agreement. On April 1, 2019, The Company remitted $104,476 in non-resident Canadian withholding tax to CRA related to the interest payment, pursuant to the 2018 Loan Agreement.

The 2018 Loan matured on January 19, 2020, at which time the Company entered into a new convertible loan agreement (the "2020 Loan") with EMR, pursuant to which EMR agreed to lend the Company $13,124,422. Proceeds from the 2020 Loan were used to settle the $10,000,000 principal and $1,124,421 accrued interest amounts under the 2018 Loan. The cash proceeds of $2,000,000 were used for ongoing engineering and permitting activities and to fund general corporate costs. The 2020 Loan accrued interest at a rate of 12% per annum and was set to mature in 12 months. The principal amount of the 2020 Loan, in whole or in part, was convertible into common shares (estimated issuance of 311,478,309 shares) of the Company at the option of the holder at a price of C$0.055 per common share. The 2020 loan contained a prepayment premium option equal to 20% of the principal amount of the loan less all accrued and unpaid interest owing on the loan at the time of such prepayment.

When estimating the initial fair value of the debt host and embedded derivative liability components of the 2020 Loan, the debt host contract was valued using a discounted cash flow analysis using a 13.37% discount rate based on market interest rates available to the Company at that time for similar debt instruments. The residual value was allocated to the embedded conversion and prepayment options, using a Black-Scholes valuation model, which resulted in an implied volatility of 23.5% using a Black-Scholes valuation model based on the following assumptions:

Black-Scholes option pricing model assumptions	Loan inception January 20, 2020
Market price	C$0.045
Conversion price per common share	C$0.055
Risk-free interest rate	1.65%
Expected volatility	23.50%
Expected dividend yield	0%
Expected life (years)	1.00

The following table discloses the components associated with the transaction on the closing date:

Face value of convertible debt	$	13,124,422
Less derivative component		(67,170)
Value assigned to convertible debt	**$**	**13,057,252**

The changes in the convertible debt are as follows:

Opening balance	$	-
Value assigned to convertible debt		13,057,252
Accretion		33,542
Convertible debt balance as at June 30, 2020		**13,090,794**
Accretion		16,803
Loan settled with shares of Peak Minerals		(13,107,597)
Convertible debt balance as at December 31, 2020	**$**	**-**

The changes in the derivative liability are as follows:

Opening balance	$	-
Fair value assigned at loan inception		67,170
Change in fair value of derivative liability		(56,701)
Balance as at June 30, 2020	**$**	**10,469**
Change in fair value of derivative liability		(10,469)
Balance as at December 31, 2020	**$**	**-**

On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in the 2020 Loan. As a result of the default, effective October 19, 2020, EMR enforced its security provision under the 2020 Loan agreement in accordance with its rights and acquired the Company's shares of its wholly-owned subsidiary, Peak Minerals, in satisfaction of the 2020 Loan (Note 11).

Note 7. Share Capital

Authorized

CPM authorized capital consists of unlimited voting common shares without par value, unlimited non-voting common shares without par value and unlimited preference shares without par value.

Voting and non-voting common shares

	Number of shares issued		Share capital	
	Voting common	Non-voting common	Voting common	Non-voting common
Balance as at January 1, 2020	**291,483,228**	**2,466,947**	**$ 96,808,358**	**$ 801,043**
Restricted share units released	4,272,139	-	1,188,531	-
Common shares surrendered by EMR in corporate restructuring	(119,829,182)	(170,818)	-	-
Balance as at December 31, 2020	**175,926,185**	**2,296,129**	**$ 97,996,889**	**$ 801,043**
Non-voting common shares converted to voting common shares	2,296,129	(2,296,129)	801,043	(801,043)
Balance as at June 30, 2021	**178,222,314**	**-**	**$ 98,797,932**	**$ -**

On March 30, 2021, 686,306 non-voting common shares were converted to voting shares. On April 22, 2021, 1,605,641 non-voting common shares were converted to voting shares. On May 21, 2021 the final remaining 4,182 non-voting common shares were converted to voting shares.

On November 9, 2020, as part of the restructuring agreement (Note 11), EMR voluntarily surrendered 120 million CPM common shares which were then cancelled by the Company.

On January 15, 2020, RSU vesting requirements were met and 640,213 common shares were released to certain directors. On May 1, 2020, RSU vesting requirements were met and 1,000,000 common shares were released to certain employees. On August 31, 2020, RSU vesting requirements were met and 2,601,926 were released to a former employee. On November 9, 2020, RSU vesting requirements were met and 30,000 common shares were released to a contractor.

On May 2, 2019, the Company closed a private placement with EMR, wherein the Company issued EMR 39,215,686 units at a price of C$0.17 per unit for gross proceeds of $4,960,667 (C$6,666,667). Each unit was composed of one common share, and one-half of one common share purchase warrant for an aggregate of 39,215,686 common shares and 19,607,843 warrants (the "EMR Warrants"). Each full warrant entitled EMR to subscribe for one common share at a price of C$0.21 per share for a period of 18 months following closing. The fair values of the EMR Warrants were used to determine the financing proceeds allocated to the equity components based on relative fair values. A discount of 15% was applied to account for the four-month hold-back period, as required by the TSX Venture Exchange. As the EMR Warrants did not meet the "fixed-for-fixed" criteria outlined in IFRS 9, they were classified as a derivative financial liability, and re-valued each reporting period. On November 2, 2020 the EMR Warrants expired unexercised.

Restricted share units

CPM has a restricted share unit plan (the "RSU Plan") under the terms of which, selected officers, employees, consultants, and directors of the Corporation and its affiliates are granted RSUs, where each RSU represents the right to receive one CPM common share upon expiration of an applicable restricted period (vesting). The RSU Plan is designed to aid in attracting, retaining, and encouraging employees and directors, due to the opportunity offered to them, to acquire a proprietary interest in the Company.

The maximum number of common shares available for issuance under the RSU Plan shall not exceed 19,000,000. The maximum number of shares issuable to insiders, at any time, is 10% of the total number of common shares then outstanding.

The maximum term for restricted share units to vest is up to ten (10) years, but may be such shorter term as the Company chooses.

On January 15, 2020, RSU vesting requirements were met and 640,213 common shares were released to certain directors. On May 1, 2020, RSU vesting requirements were met and 1,000,000 common shares were released to employees. On August 31, 2020, RSU vesting requirements were met and 2,601,926 were released to a former employee. On November 9, 2020, RSU vesting requirements were met and 30,000 common shares were released to a contractor.

The following table reflects the continuity of RSUs outstanding for the period ended June 30, 2021 and 2020.

	June 30, 2021			June 30, 2020		
	Number of units	Average remaining contractual life (years)	Average market price at time of grant (C$)	Number of units	Average remaining contractual life (years)	Average market price at time of grant (C$)
Balance, beginning of period	**60,000**	**8.83**	**$ 0.125**	**4,582,139**	**8.52**	**$ 0.25**
Released	-	-	-	(1,640,213)	8.00	0.26
Balance, end of period	**60,000**	**8.34**	**$ 0.125**	**2,941,926**	**7.72**	**$ 0.23**

Compensation expense related to restricted share units for the six months ended June 30, 2021 was $587 (six months ended June 30, $214,670), of which $587 (six months ended June 30, 2020, $131,855) was charged to expense in the Consolidated Statement of Loss, $nil (six months ended June 30, 2020, $7,506) was charged to discontinued operations expense in the Consolidated Statement of Loss and $nil (six months ended June 30, 2020, $82,815) was capitalized in Peak Minerals' mineral properties. The offsetting credit was recorded as contributed surplus.

Share purchase options

CPM has a share option plan (the "Option Plan") whereby the Board of Directors may grant options to acquire common shares to directors, officers, employees, or consultants. The Board of Directors has the authority to determine the limits, restrictions, and conditions of common share option grants, and to make all decisions and interpretations relating to the Option Plan. The maximum number of common shares that may be reserved for issuance shall not exceed 10% of the Company's outstanding common shares at the time of grant. Furthermore, the maximum number of common shares that may be reserved for issuance to any one optionee shall not exceed 5% of the Company's outstanding common shares at the time of grant, excepting consultants and investor relations persons which shall not exceed 2% of the Company's outstanding common shares.

The term of any common share option granted may not exceed five years and the exercise price may not be lower than the closing price of CPM's common shares on the last trading day immediately preceding the date of grant, less any discounts from the closing price allowed by the TSX Venture Exchange. Vesting conditions vary based on the circumstances of the option grant. The following table reflects the continuity of common share options for the periods ended June 30, 2021 and 2020.

	June 30, 2021		June 30, 2020	
	Number of options	Weighted average exercise price (C$)	Number of options	Weighted average exercise price (C$)
Balance, beginning of period	**3,511,734**	**$ 0.39**	**6,128,400**	**$ 0.37**
Granted	-	-	500,000	0.10
Forfeited	(266,667)	0.44	(1,108,333)	0.24
Expired	-	-	(250,000)	-
Balance, end of period	**3,245,067**	**$ 0.39**	**5,270,067**	**$ 0.36**
Exercisable share purchase options	**3,009,467**	**$ 0.94**	**3,641,669**	**$ 0.43**

A summary of common share options outstanding as at June 30, 2021 is as follows:

Exercise price per share (C$)	Number of awards vested and exercisable	Weighted average remaining contractual life (yrs)	Number of share purchase options	Weighted average exercise price (C$)
$0.10 - 0.40	742,800	**2.01**	978,400	$ 0.27
0.41 - 0.45	2,266,667	**0.59**	2,266,667	0.44
Share purchase options outstanding, end of peri	**3,009,467**	**0.94**	**3,245,067**	**$ 0.39**

On February 18, 2020, CPM granted 500,000 options to certain consultants of the Company. All options are exercisable over a period of five years at a price of C$0.10 per common share and shall vest in three equal annual installments on the first, second, and third anniversaries of the option grant. The fair value of the options granted February 18, 2020 was estimated on the date of grant using the Black-Scholes option pricing model. The Company assumed a 6.30% forfeiture rate based on historical forfeitures and the following table outlines the average assumptions used to calculate the fair value:

Black-Scholes option pricing model assumptions	
Market price per common share at date of grant	C$0.04
Exercise price per common share	C$0.10
Risk-free interest rate	1.41%
Expected volatility	84.05%
Expected dividend yield	0%
Expected life (years)	3.50

Share based compensation for the six months ended June 30, 2021 was $1,221 (six months ended June 30, 2020, $55,282), of which $1,221 (six months ended June 30, 2020, $45,862) was charged to expense in the Consolidated Statement of Loss, $nil (six months ended June 30, 2020, $30,729) was charged to discontinued operations expense in the Consolidated Statement of Loss and $nil (six months ended June 30, 2020, $21,278) was capitalized in Peak Minerals' mineral properties. The offsetting credit was recorded as contributed surplus.

Note 8. Income Taxes

CPM did not have any transactions during the six months ended June 30, 2021 that triggered the recognition of an income tax recovery or income tax expense.

Note 9. Loss Per Share

Basic loss per share is calculated by dividing the loss attributable to shareholders by the weighted average number of common shares outstanding during the period. CPM's loss per share from continuing operations for the six months ended June 30, 2021 was $nil (six months ended June 30, 2020 was $0.005) and was based on the loss from continuing operations attributable to the common shareholders of $144,490 (six months ended June 30, 2020, $1,208,419 and the weighted average number of common shares outstanding for the six months ended June 30, 2021 of 178,222,314 (six months ended June 30, 2020, 220,969,099). CPM's loss per share from discontinued operations for the six months ended June 30, 2021 was $nil (six months ended June 30, 2020 was $0.005) and was based on the loss from discontinued operations attributable to the common shareholders of $nil (six months ended June 30, 2020, $1,179,555), and the weighted average number of common shares outstanding for the six months ended June 30, 2021 of 178,222,314 (six months ended June 30, 2020, 220,969,099). CPM's total loss per share for the six months ended June 30, 2021 was $nil (six months ended June 30, 2020, was $0.01) and was based on the loss attributable to the common shareholders of $144,490 (six months ended June 30, 2020, $2,387,974), and the weighted average number of common shares outstanding for the six months ended June 30, 2021 of 178,222,314 (six months ended June 30, 2020, 220,969,099).

The diluted loss per share did not include the effect of the following securities, as they are anti-dilutive:

As at	June 30, 2021	June 30, 2020
Number of share purchase warrants	-	19,607,843
Number of restricted share units	60,000	2,941,926
Number of share purchase options	3,245,067	5,270,067
Number of shares issuable on conversion of convertible debt	-	325,199,309
	3,305,067	**353,019,145**

Convertible debt share calculations were performed in U.S. dollars but were converted to Canadian dollars based on a share price and currency conversion rate of C$.055, and $1.3628 = C$0.7338 for the six months ended June 30, 2020.

Note 10. Related Party Transactions

CPM's related parties include its subsidiaries, associates, executive and non-executive directors, senior officers (Chief Executive Officer and Chief Financial Officer), and entities controlled or jointly-controlled by directors or senior officers.

Directors and Officers

During the three and six months ended June 30, 2021 and 2020, compensation paid or payable to key management personnel was as follows:

	Three Months Ended		Six Months Ended	
	June 30, 2021	**June 30, 2020**	**June 30, 2021**	**June 30, 2020**
Salaries, benefits, and compensation	$ 117,808	$ 208,750	$ 252,923	$ 422,839
Director fees	-	97,500	-	195,000
Share-based compensation	1,088	19,416	9,732	39,073
Compensation related to restricted share units	-	-	-	196,059
Total director and officer compensation	**$ 118,896**	**$ 325,666**	**$ 262,655**	**$ 852,971**

Salaries and benefits were paid through Peak Minerals.

Management Team Update

Effective August 31, 2020, John Mansanti, the Company's President and Chief Executive Officer, tendered his resignation to the Company to pursue other business interests and also resigned from CPM's board of directors ("Board"). Following Mr. Mansanti's departure, the Board appointed Dean Pekeski as Interim President and Chief Executive Officer, also effective August 31, 2020. Mr. Pekeski has been a contractor for the Company since 2015 and has been the key individual responsible for development activities on the Sevier Playa project.

EMR

During the year ended 2020, the Company entered into certain agreements with EMR, the Company's majority shareholder, in respect of convertible loans, private placement, and acquisition of the Company's shares of its wholly-owned subsidiary, Peak Minerals, in October 2020, in accordance with its rights as settlement for the convertible loan. Upon notification of EMR's intent to enforce its security provision, the Board negotiated a corporate restructuring agreement with EMR whereby EMR agreed that its foreclosure would satisfy in full the Company's obligations under the 2020 Loan. Under the terms of the restructuring agreement, EMR voluntarily surrendered 120 million CPM common shares, reducing its ownership in CPM from approximately 61% to 36%. In addition, two of EMR's nominees to the Board resigned, leaving CPM with a four-person Board.

Note 11. Discontinued Operations

On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in the 2020 Loan. As a result of the default, effective October 19, 2020 EMR enforced its security provision under the 2020 Loan agreement in accordance with its rights and foreclosed on the Company's shares of its wholly-owned subsidiary, Peak Minerals, which held its SOP project and the majority of its assets, in satisfaction of the 2020 Loan.

Financial Performance and Cash Flow Information

The financial performance for Peak Minerals is presented for the three and six months ended June 30, 2020

	3 Months Ended	6 Months Ended
	June 30, 2020	**June 30, 2020**
EXPENSES		
General and administrative	$ 265,460	$ 596,606
Depreciation	236	2,227
Investor relations	9,165	14,458
Professional fees	216,820	409,393
Compensation related to restricted share units	60,805	124,349
Share-based compensation	14,949	30,729
	(567,435)	(1,177,762)
OTHER ITEMS		
Interest income	16	89
Accretion expense	(461)	(1,563)
Foreign exchange gain (loss)	156	(319)
Net loss before income taxes	(567,724)	(1,179,555)
Income taxes	-	-
Loss and comprehensive loss from discontinued operations	$ (567,724)	$ (1,179,555)

The cash flow for Peak Minerals is presented for the six months ended June 30, 2020.

	Six Months Ended June 30, 2020
OPERATING ACTIVITIES	
Net loss before income taxes from continuing operations	$ (1,179,555)
Adjustments for:	
Depreciation	2,227
Share-based compensation	30,729
Compensation related to restricted share units	124,349
Accretion expense	1,563
Changes in working capital:	
Trade and other payables	(189,665)
Net cash used in operating activities	**(1,210,352)**
INVESTING ACTIVITIES	
Increase in restricted cash	(49)
Additions to property, plant and equipment	(572,366)
Net cash used in investing activities	**(572,415)**
FINANCING ACTIVITIES	
Capital Contribution from Crystal Peak Minerals	1,800,000
Net cash provided by financing activities	**1,800,000**
Net change in cash and cash equivalents	17,233
Cash and cash equivalents, beginning of period	302,728
Cash and cash equivalents, end of period	**$ 319,961**

Note 12. Commitments and Contingencies

LUMA Minerals LLC

Effective July 15, 2011, Peak Minerals and LUMA entered into a cooperative development agreement (the "LUMA Agreement") to develop additional federal leases on the Sevier Playa Project that CPM did not control. The LUMA Agreement added approximately 22,000 acres of additional leases to the lands controlled by CPM, bringing the Sevier Playa Project land package total to approximately 124,000 acres. LUMA won their leases as part of the federal BLM competitive bidding process as second highest bidder when CPM was limited to the acquisition of leases on a maximum of 96,000 acres, pursuant to federal law.

Under the LUMA Agreement, both parties will commit the acreage to development and operation by Peak Minerals. LUMA will make no payments for the development of its acreage and will receive no net revenues from the production from its acreage – all revenues and costs will be for the benefit of Peak Minerals. The LUMA Agreement commits Peak Minerals to pay LUMA a 1.25% overriding royalty on all production from, or allocated to, the LUMA leases. In addition to the overriding royalty, the LUMA Agreement also granted LUMA the right to elect either: (i) a cash-only payment of $2,000,000; or (ii) the number of common shares in CPM equal in value to $1,000,000, plus $1,000,000 cash at the point in time that the Company elects to commit to purchase LUMA's interest in the LUMA leases. The closing is conditioned upon and subject to: (a) all necessary approvals of the shareholders and governing boards of Peak Minerals and/or CPM; (b) all necessary approvals of U.S. and

Canadian governmental authorities, including securities and exchange and environmental regulatory bodies, BLM, and SITLA; and (c) all applicable stock exchange rules, regulations, and approvals.

Effective August 31, 2018, in accordance with the terms of the LUMA agreement, the Company's subsidiary, Peak Minerals, obtained an exclusive option ("the Option") to purchase all of the LUMA leases for $1.00 for each of the leases. The Company paid to LUMA a total of $2,000,000, composed of $1,000,000 in cash and 4,283,882 common shares (equal in value to $1,000,000) of the Company. Pursuant to the Option, Peak Minerals has a period of two years from the date the BLM issues a "notice to proceed" to exercise the Option. LUMA will be entitled to a 1.25% overriding royalty on all production from the leases.

Note 13. Subsequent Events

Amended RTO agreement

On July 12, 2021, the Company and Western completed an amending agreement under which the timeline for completion of the transaction was extended, and the consolidation ratio for the Company's issued and outstanding common shares was revised from 490.7:1 to 363.30:1.

APPENDIX "J"
MANAGEMENT'S DISCUSSION AND ANALYSIS OF CRYSTAL PEAK

Table of Contents

Crystal Peak Minerals Inc. Annual MD&A for the year ended December 31, 2020 ..... J-2

Crystal Peak Minerals Inc. Interim MD&A for the interim period ended June 30, 2021 ..... J-11

CRYSTAL PEAK MINERALS INC.

MANAGEMENT DISCUSSION AND ANALYSIS

For the Year Ended December 31, 2020

CRYSTAL PEAK MINERALS INC.

MANAGEMENT DISCUSSION AND ANALYSIS
For the Year Ended December 31, 2020

This Management Discussion and Analysis ("MD&A") of Crystal Peak Minerals Inc. ("CPM" or the "Company"), is dated April 22, 2021 and provides an analysis of the Company's performance and financial condition for the year ended December 31, 2020. CPM is listed on the TSX NEX Board and its common shares trade under the symbol "CPM.H". The Company's common shares also trade on the OTC Markets Pink Market under the ticker symbol "CPMMF".

This MD&A should be read in conjunction with the Company's consolidated financial statements (the "Financial Statements") for the year ended December 31, 2020 and December 31, 2019, including the related note disclosures.

The Company's Financial Statements are prepared in accordance with International Financial Reporting Standards ("IFRS"). The Financial Statements have been prepared under the historical cost convention, except in the case of fair values of certain items, and unless specifically indicated otherwise, are presented in United States dollars. The Financial Statements, along with Certifications of Annual and Interim Filings and press releases, are available on the Canadian System for Electronic Document Analysis and Retrieval (SEDAR) at www.sedar.com.

Cautionary Statement Regarding Forward-Looking Information

This MD&A contains "forward-looking information" within the meaning of applicable Canadian securities legislation. Forward-looking information includes, but is not limited to, statements related to activities, events or developments that the Company expects or anticipates will or may occur in the future, including, without limitation: environmental assessments; business strategy; and objectives and goals. Forward-looking statements are provided to allow readers the opportunity to understand management's beliefs and opinions in respect of the future so that they may use such beliefs and opinions as one factor in evaluating the Company.

Forward-looking information is often identified by the use of words such as "plans", "planning", "planned", "expects" or "looking forward", "does not expect", "continues", "scheduled", "estimates", "forecasts", "intends", "potential", "anticipates", "does not anticipate", or "belief", or describes a "goal", or variation of such words and phrases or states that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. Forward-looking information is based on a number of factors and assumptions made by management and considered reasonable at the time such information is provided. Forward-looking information involves known and unknown risks, uncertainties and other factors that may cause the actual results, performance, or achievements to be materially different from those expressed or implied by the forward-looking information.

Although CPM has attempted to identify important factors that could cause actual actions, events, or results to differ materially from those described in the forward-looking information, there may be other factors that cause actions, events, or results not to be as anticipated, estimated, or intended. There can be no assurance that forward-looking information will prove to be accurate. The forward-looking information contained herein is presented for the purpose of assisting investors in understanding the Company's plans, objectives, and goals and may not be appropriate for other purposes. Accordingly, readers should not place undue reliance on forward-looking information. CPM does not undertake to update forward-looking information, except in accordance with applicable securities laws.

OVERALL PERFORMANCE

Principal Business and Corporate History

On May 26, 2011, EPM Mining Ventures Inc. ("EPM"), 44907 Yukon Inc. ("44907 Yukon" – a wholly-owned subsidiary of EPM incorporated to effect a business amalgamation), and 44170 Yukon Inc. ("44170 Yukon"), completed a triangular amalgamation (the "Amalgamation") whereby investors exchanged their 44170 Yukon voting and non-voting common shares for voting and non-voting common shares of EPM on a one-for-one basis. Pursuant to the terms of the Amalgamation, 44170 Yukon and 44907 Yukon amalgamated to form Peak Minerals Canada Limited ("Peak Minerals Canada"). Peak Minerals Canada became a wholly-owned subsidiary of EPM. The Amalgamation was accounted for as a purchase of net assets and assumption of liabilities of 44170 Yukon. On June 25, 2015, the Company changed its name from "EPM Mining Ventures Inc." to "Crystal Peak Minerals Inc."

Pursuant to the Amalgamation, which resulted in the Company's acquisition of a significant mineral property, the Company operated as a development stage entity focused on the development, construction and operation of a large-scale SOP project on the Sevier Playa in southwestern Utah ("the Sevier Playa Project").

Corporate Restructuring

On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in its convertible loan agreement (the "2020 Loan") with EMR Capital Investment (No. 5B) Pte. Ltd., an affiliate of EMR Capital Resources fund 1 ("EMR"), the Company's majority shareholder. As a result of the default, effective October 19, 2020, EMR enforced its security provision according to its rights under the 2020 Loan agreement and acquired the Company's shares of its wholly-owned subsidiary, Peak Minerals Inc. ("Peak Minerals"), in satisfaction of the 2020 Loan. Upon notification of EMR's intent to enforce its security provision, the Company's board of directors ("Board") negotiated a restructuring agreement with EMR whereby EMR agreed that its foreclosure would satisfy in full the Company's obligations under the 2020 Loan. Under the terms of the restructuring agreement, EMR also agreed to surrender approximately 120.0 million CPM common shares, reducing its ownership in CPM from approximately 61% to 36%. In addition, two of EMR's nominees to the Board resigned, leaving CPM with a four-person Board.

The Board concluded that this restructuring was in the best interests of shareholders since it allows the Company to pursue a strategy to acquire a new project.

On February 19, 2021, the Company announced that it has entered into an arrangement agreement with Western Exploration LLC ("Western") outlining the terms upon which, among other things, Western will effect a "reverse takeover" of CPM (the "RTO"). Pursuant to the arrangement agreement, and as part of the RTO, and subject to any required shareholder and regulatory approvals:

- all of the outstanding membership interests in Western will be transferred to CPM in exchange for an aggregate of 29,637,034 resulting issuer shares (after giving effect to the Consolidation – see below);

- the outstanding options and restricted share units of CPM will be surrendered by the holders thereof and canceled for no consideration;

- the common shares of CPM will be consolidated on a 490.97:1 basis (the "**Consolidation**") into 363,000 shares of the resulting issuer, such that CPM's shareholders will own 1.21% of the resulting issuer;

- CPM will continue from Yukon to British Columbia; and,

- the name of the resulting issuer will be changed to "Western Exploration Inc." (or such other name as may be acceptable to Western) and change its stock exchange ticker symbol to "WEX".

Completion of the RTO is subject to a number of conditions, including, but not limited to, Exchange acceptance, approval of CPM shareholders, court approval, closing of a concurrent financing, and if applicable, disinterested shareholder approval. Where applicable, the RTO cannot close until the required shareholder approval is obtained. There can be no assurance that the transaction will be completed as proposed or at all. In addition, the Transaction is not a "related party transaction" as such term is defined by Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* and is not subject to Policy 5.9 of the Exchange.

The full press release describing this transaction can be found on SEDAR (www.sedar.com) and on the Company's web site (www.crystalpeakminerals.com).

RESULTS OF CONTINUING OPERATIONS

Year Ended December 31, 2020

During the year ended December 31, 2020, the Company's total operating expenses from continuing operations were income of $20,453 compared to expenses of $1,192,629 for the year ended December 31, 2019, a decrease of $1,213,082. This variance was largely attributed to three main areas:

- a reversal of accrued director fees. Director fees were reversed because of a decision by the board of directors to cancel and voluntarily forfeit accrued and outstanding director compensation;
- a decrease in Investor Relations related to a reduction in advisory fees for financing activities; and,
- a decrease in RSU compensation directly related to the vesting schedules of the outstanding RSUs.

CASH FLOWS, LIQUIDITY AND CAPITAL RESOURCES

Operating Activities

During the year ended December 31, 2020, the Company's cash used in operating activities was $1,967,115 compared to $2,936,336 for the year ended December 31, 2019, a decrease in cash outflows of $969,221. The net cash used in operating activities from continuing operations was $426,726 compared to $902,773 for the year ended December 31, 2019. The decrease was primarily related to the Company's net loss for the period including the loss on the corporate restructuring; non-cash interest expense; reversal of accrued director fees; compensation related to restricted share units; adjustments to accretion; changes to the fair value of the derivative and warrant liabilities; and, timing of trade accounts payable and receivable. The net cash used in operating activities from discontinued operations was $1,540,389 compared to $2,033,563 for the year ended December 31, 2019.

Investing Activities

During the year ended December 31, 2020, the Company's cash used in investing activities was $702,117, compared to $5,320,271 for the year ended December 31, 2019, a decrease in cash outflows of $4,618,154. None of the cash used in investing activities was attributable to continuing operations. The decrease in cash used in investing activities was primarily a result of decreased spending on the Company's Sevier Playa Project.

Financing Activities

During the year ended December 31, 2020, the Company's cash provided by financing activities was $2,000,000, compared to $4,960,667 for the year ended December 31, 2019. This was all attributable to continuing operations.

On June 29, 2017, CPM entered into a convertible loan agreement (the "Loan Agreement") with EMR, its majority shareholder, pursuant to which EMR lent CPM $12,000,000 (the "Loan"). The Loan matured on December 29, 2018, and bore interest at the rate of 12%, compounded quarterly. The principal amount of the Loan, in whole or in part, was convertible into common shares of the Company at EMR's option, at a price per common share of C$0.55. In addition, interest on the Loan was payable in common shares at the market price of the Company's shares on the earlier of the date of conversion or certain prescribed interest payment dates, subject to the approval of the TSX Venture Exchange.

On January 2, 2019, the Company issued 29,201,455 common shares at a deemed value of C$0.55 per common share to settle in full the principal amount and 7,758,401 common shares at a deemed value of C$0.21 to settle an interest payment pursuant to the Loan Agreement. On January 11, 2019, the Company remitted $212,748 in non-resident Canadian withholding tax to CRA related to the interest payment, pursuant to the Loan Agreement (both of which were accrued in 2018).

On July 19, 2018 the Company entered into a second convertible loan agreement with EMR (the "2018 Loan Agreement"), pursuant to which EMR agreed to lend the Company up to $10,000,000 in two tranches (the "2018 Loan"). In addition, the closing of the first tranche of the 2018 Loan was completed in the amount of $5,000,000, and bore interest at the rate of 12%, compounded quarterly. The principal amount of the 2018 Loan, in whole or in part, was convertible into common shares of the Company at EMR's option, at a price per common share of C$0.50. In addition, interest on the 2018 Loan was payable in common shares at the market price of the Company's shares on the earlier of the date of conversion or certain prescribed interest payment dates, subject to the approval of the TSX Venture Exchange. On October 29, 2018 the Company closed the second tranche of the 2018 Loan in the amount of $5,000,000.

On March 29, 2019, the Company issued 4,275,581 common shares at a deemed value of C$0.185 per common share to settle an interest payment pursuant to the 2018 Loan Agreement. On April 1, 2019, the Company remitted $104,476 in non-resident Canadian withholding tax to CRA related to the interest payment, pursuant to the 2018 Loan Agreement.

On May 2, 2019, the Company closed a private placement with EMR, wherein the Company issued EMR 39,215,686 units at a price of C$0.17 per unit for gross proceeds of $4,960,667 (C$6,666,667). Each unit was composed of one common share, and one-half of one common share purchase warrant for an aggregate of 39,215,686 common shares and 19,607,843 warrants (the "EMR Warrants"). Each full warrant entitled EMR to subscribe for one common share at a price of C$0.21 per share for a period of 18 months following closing. The fair values of the EMR Warrants were used to determine the financing proceeds allocated to the equity components based on relative fair values. A discount of 15% was applied to account for the four-month hold-back period, as required by the TSX Venture Exchange. As the EMR Warrants did not meet

the "fixed-for-fixed" criteria outlined in IFRS 9, they were classified as a derivative financial liability, and re-valued each reporting period. On November 2, 2020 the EMR Warrants expired unexercised.

The 2018 Loan matured on January 19, 2020, at which time the Company entered into a new convertible loan agreement ("2020 Loan") with EMR, pursuant to which EMR agreed to lend the Company $13,124,422. Proceeds from the 2020 Loan were used to settle the $10,000,000 principal and $1,124,421 accrued interest amounts under the 2018 Loan. The net cash proceeds of $2,000,000 were used for ongoing engineering and permitting activities and to fund general corporate costs. The 2020 Loan accrued interest at a rate of 12% per annum and was set to mature in 12 months. The principal amount of the 2020 Loan, in whole or in part, was convertible into common shares (estimated issuance of 311,478,309 shares) of the Company at the option of the holder at a price of C$0.055 per common share.

On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in the 2020 Loan. As a result of the default, effective October 19, 2020, EMR enforced its security provision according to its rights under the 2020 Loan agreement and acquired the Company's shares of its wholly-owned subsidiary, Peak Minerals, in satisfaction of the 2020 Loan.

Liquidity

At December 31, 2020, the Company had working capital of $335,259, compared to ($10,900,460) at December 31, 2019, with cash of $343,189 as at December 31, 2020, compared to $1,018,643 as at December 31, 2019. The Company intends to use its cash to fund its ongoing corporate activities, including certain expenses relating to the RTO with Western. The Company's future is dependent upon its ability to complete the RTO or another similar transaction. See "Risk Factors."

Outstanding Share Data

As at December 31 2020, the Company's fully diluted share capital is as follows:

	Number of shares
Voting and non-voting common shares outstanding as at December 31, 2020	178,222,314
Restricted share units (average remaining life of of 8.83 years)	60,000
Share purchase options (weighted average exercise price of C$0.39 and average remaining life of 1.58 years).	3,511,734
Total common shares outstanding, assuming exercise of all restricted share units and share purchase options - as at December 31, 2020	**181,794,048**

Details of share capital can be found in Note 10 to the Company's Financial Statements.

OTHER INFORMATION

Management Team Update

Effective August 31, 2020, John Mansanti, the Company's President and Chief Executive Officer, tendered his resignation to the Company to pursue other business interests and also resigned from CPM's Board. Following Mr. Mansanti's departure, the Board appointed Dean Pekeski as Interim President and Chief Executive Officer, also effective August 31, 2020. Mr. Pekeski has been a contractor for the Company since 2015 and has been the key individual responsible for development activities on the Sevier Playa project.

Related Party Transactions

The Company's related party transactions are disclosed in Note 15 to the Company's Financial Statements and include:

- compensation paid or payable to the Company's senior officers and directors;
- convertible note agreements and private placement transaction with EMR; and
- corporate restructuring.

Commitments and Contingencies

The Company's commitments and contingencies are disclosed in Note 17 to the Company's Financial Statements.

Risk Factors and Uncertainties

The Company's business is dependent upon highly skilled personnel, and the loss of key personnel may have a material adverse effect on its results of operations.

The success of the Company's business is dependent on its ability to attract and retain highly skilled executives, technical employees, consultants, and other personnel. The Company cannot assure that it will be able to attract and retain the personnel necessary for the efficient operation of its business. The loss of the services of key personnel or the failure to attract additional personnel as required could have a material adverse effect on the results of operations and could lead to higher labor costs or the use of less-qualified personnel. The Company does not currently maintain "key person" life insurance on any of its key employees.

Environmental laws and regulations may subject the Company to significant costs and liability and require it to incur additional costs in the future.

The Company is subject to numerous business, environmental, health, and safety laws and regulations in the United States, including laws and regulations relating to land reclamation, remediation of hazardous substance releases, and discharges to soil, air, and water, with which it must comply to effectively operate its business. Current environmental laws and regulations may become more stringent and require material expenditures for continued compliance. Environmental remediation laws such as the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), impose liability, without regard to fault or to the legality of a party's conduct, on certain categories of persons (known as "potentially responsible parties") who are considered to have contributed to the release of hazardous substances into the environment. In the future the Company may incur material liabilities under CERCLA and other environmental cleanup laws regarding its facilities. Under CERCLA or Utah analogues, a party such as the Company may, under some circumstances, be required to bear more than its proportional share of cleanup costs at a site where it has liability if payments cannot be obtained from other responsible parties, such as previous owners that conducted operations in the Sevier Playa Project area. Liability under these laws involves inherent uncertainties. Violations of environmental, health, and safety laws are subject to civil and, in some cases, criminal sanctions.

The Company may be subject, from time to time, to litigation and may be involved in disputes with other parties in the future, which may result in litigation.

Claims to-date have not resulted in material adverse consequences; however, the Company cannot accurately predict the outcome of any litigation. If the Company cannot resolve disputes favourably, the Company's activities, financial condition, results of operations, future prospects and share price may be materially adversely affected.

Risk Factors Related to the Company and its Common Shares

The use of going concern principles in the Company's financial statements may ultimately be inappropriate.

The Company's financial statements are prepared using IFRS applicable to a going concern, which assumes the Company will continue to operate for the foreseeable future, realize its assets, and settle its liabilities in the normal course of operations. The use of these principles may ultimately be inappropriate since there is substantial doubt about the Company's ability to continue as a going concern because the Company has a history of losses and will require additional capital in order to pursue any new opportunities.

The common shares are currently listed on the TSX NEX board and trade on the OTC Markets Pink market, and the Company cannot assure that the shares will be listed or traded on any other exchange.

The common shares are currently listed on the TSX NEX board and trade on the OTC Markets Pink market and not on any other stock exchange, and the Company cannot assure that its shares will be listed or traded on any other exchange. The holding of common shares will involve a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment. Persons who cannot afford the possibility of the loss of their entire investment should not hold common shares. Furthermore, an investment in the Company's securities should not constitute a major portion of an investor's portfolio.

Certain of the Company's directors and officers are engaged in, and will continue to engage in, other business activities on their own behalf and on behalf of other companies.

Certain of the Company's directors and officers are engaged in, and will continue to engage in, other business activities on their own behalf and on behalf of other companies, and as a result of these and other activities, such directors and officers may become subject to conflicts of interest. In the event that a director has an interest in a contract or proposed contract or agreement, the director shall disclose his interest in such contract or agreement and shall refrain from voting on any matter respecting such contract or agreement. To the extent that conflicts of interest arise, such conflicts will be resolved in accordance with the provisions of the Company's governing statutes, but the Company cannot assure that such conflicts will be, in all cases, resolved in its best interests.

The Company has no recent history of earnings or of a return on investment, and the Company cannot assure that any future business will generate a return.

The Company has no recent history of earnings or of a return on investment, and the Company cannot assure that any future business that the Company may acquire or undertake will generate earnings, operate profitably, or provide a return on investment in the future. The Company has no plans to pay dividends in the future. The Company's Board of Directors will determine the Company's future dividend policy.

The Company has no operating history and no operating revenues.

The Company has no operating history and no operating revenues and does not expect to generate revenues in the next several years.

Although the Company evaluates risks and carries insurance policies to mitigate the risk of loss when economically feasible, not all of these risks are reasonably insurable, and insurance coverage may contain limits, deductibles, exclusions, and endorsements. The Company cannot assure that its coverage will be sufficient to meet its needs. Uninsured losses may have a material adverse effect on the Company.

CRYSTAL PEAK MINERALS INC.

MANAGEMENT DISCUSSION AND ANALYSIS

For the Three and Six Months Ended June 30, 2021

CRYSTAL PEAK MINERALS INC.

MANAGEMENT DISCUSSION AND ANALYSIS
For the Three and Six Months Ended June 30, 2021

This Management Discussion and Analysis ("MD&A") of Crystal Peak Minerals Inc. ("CPM" or the "Company"), is dated August 19, 2021 and provides an analysis of the Company's performance and financial condition for the six months ended June 30, 2021. CPM is listed on the TSX NEX Board and its common shares trade under the symbol "CPM.H". The Company's common shares also trade on the OTC Markets Pink Market under the ticker symbol "CPMMF".

This MD&A should be read in conjunction with the Company's consolidated financial statements (the "Financial Statements") for the three and six months ended June 30, 2021 and June 30, 2020, including the related note disclosures.

The Company's Financial Statements are prepared in accordance with International Financial Reporting Standards ("IFRS"). The Financial Statements have been prepared under the historical cost convention, except in the case of fair values of certain items, and unless specifically indicated otherwise, are presented in United States dollars. The Financial Statements, along with Certifications of Annual and Interim Filings and press releases, are available on the Canadian System for Electronic Document Analysis and Retrieval (SEDAR) at www.sedar.com.

Cautionary Statement Regarding Forward-Looking Information

This MD&A contains "forward-looking information" within the meaning of applicable Canadian securities legislation. Forward-looking information includes, but is not limited to, statements related to activities, events or developments that the Company expects or anticipates will or may occur in the future, including, without limitation: environmental assessments; business strategy; and objectives and goals. Forward-looking statements are provided to allow readers the opportunity to understand management's beliefs and opinions in respect of the future so that they may use such beliefs and opinions as one factor in evaluating the Company.

Forward-looking information is often identified by the use of words such as "plans", "planning", "planned", "expects" or "looking forward", "does not expect", "continues", "scheduled", "estimates", "forecasts", "intends", "potential", "anticipates", "does not anticipate", or "belief", or describes a "goal", or variation of such words and phrases or states that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. Forward-looking information is based on a number of factors and assumptions made by management and considered reasonable at the time such information is provided. Forward-looking information involves known and unknown risks, uncertainties and other factors that may cause the actual results, performance, or achievements to be materially different from those expressed or implied by the forward-looking information.

Although CPM has attempted to identify important factors that could cause actual actions, events, or results to differ materially from those described in the forward-looking information, there may be other factors that cause actions, events, or results not to be as anticipated, estimated, or intended. There can be no assurance that forward-looking information will prove to be accurate. The forward-looking information contained herein is presented for the purpose of assisting investors in understanding the Company's plans, objectives, and goals and may not be appropriate for other purposes. Accordingly, readers should not place undue reliance on forward-looking information. CPM does not undertake to update forward-looking information, except in accordance with applicable securities laws.

OVERALL PERFORMANCE

Principal Business and Corporate History

On May 26, 2011, EPM Mining Ventures Inc. ("EPM"), 44907 Yukon Inc. ("44907 Yukon" – a wholly-owned subsidiary of EPM incorporated to effect a business amalgamation), and 44170 Yukon Inc. ("44170 Yukon"), completed a triangular amalgamation (the "Amalgamation") whereby investors exchanged their 44170 Yukon voting and non-voting common shares for voting and non-voting common shares of EPM on a one-for-one basis. Pursuant to the terms of the Amalgamation, 44170 Yukon and 44907 Yukon amalgamated to form Peak Minerals Canada Limited ("Peak Minerals Canada"). Peak Minerals Canada became a wholly-owned subsidiary of EPM. The Amalgamation was accounted for as a purchase of net assets and assumption of liabilities of 44170 Yukon. On June 25, 2015, the Company changed its name from "EPM Mining Ventures Inc." to "Crystal Peak Minerals Inc."

Pursuant to the Amalgamation, which resulted in the Company's acquisition of a significant mineral property, the Company operated as a development stage entity focused on the development, construction and operation of a large-scale SOP project on the Sevier Playa in southwestern Utah ("the Sevier Playa Project").

Corporate Restructuring

On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in its convertible loan agreement (the "2020 Loan") with EMR Capital Investment (No. 5B) Pte. Ltd., an affiliate of EMR Capital Resources fund 1 ("EMR"), the Company's majority shareholder. As a result of the default, effective October 19, 2020, EMR enforced its security provision according to its rights under the 2020 Loan agreement and acquired the Company's shares of its wholly-owned subsidiary, Peak Minerals Inc. ("Peak Minerals"), in satisfaction of the 2020 Loan. Upon notification of EMR's intent to enforce its security provision, the Company's board of directors ("Board") negotiated a restructuring agreement with EMR whereby EMR agreed that its foreclosure would satisfy in full the Company's obligations under the 2020 Loan. Under the terms of the restructuring agreement, EMR also agreed to surrender approximately 120.0 million CPM common shares, reducing its ownership in CPM from approximately 61% to 36%. In addition, two of EMR's nominees to the Board resigned, leaving CPM with a four-person Board.

The Board concluded that this restructuring was in the best interests of shareholders since it allows the Company to pursue a strategy to acquire a new project.

On February 19, 2021, the Company announced that it has entered into an arrangement agreement with Western Exploration LLC ("Western") outlining the terms upon which, among other things, Western will effect a "reverse takeover" of CPM (the "RTO"). Pursuant to the arrangement agreement, and as part of the RTO, and subject to any required shareholder and regulatory approvals:

- all of the outstanding membership interests in Western will be transferred to CPM in exchange for an aggregate of 29,637,034 resulting issuer shares (after giving effect to the Consolidation – see below);

- the outstanding options and restricted share units of CPM will be surrendered by the holders thereof and canceled for no consideration;

- the common shares of CPM will be consolidated on a 490.97:1 basis (the "Consolidation") into 363,000 shares of the resulting issuer, such that CPM's shareholders will own 1.21% of the resulting issuer;

- CPM will continue from Yukon to British Columbia; and,

- the name of the resulting issuer will be changed to "Western Exploration Inc." (or such other name as may be acceptable to Western) and change its stock exchange ticker symbol to "WEX".

On July 12, 2021, the Company and Western completed an amending agreement under which the timeline for completion of the RTO was extended, and the consolidation ratio for the Company's issued and outstanding common shares was revised from 490.7:1 to 363.3:1.

Completion of the RTO is subject to a number of conditions, including, but not limited to, Exchange acceptance, approval of CPM shareholders, court approval, closing of a concurrent financing, and if applicable, disinterested shareholder approval. Where applicable, the RTO cannot close until the required shareholder approval is obtained. There can be no assurance that the transaction will be completed as proposed or at all. In addition, the transaction is not a "related party transaction" as such term is defined by Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* and is not subject to Policy 5.9 of the Exchange.

The full press release describing this transaction can be found on SEDAR (www.sedar.com) and on the Company's web site (www.crystalpeakminerals.com).

RESULTS OF CONTINUING OPERATIONS

Three and Six Months Ended June 30, 2021

During the three months ended June 30, 2021, the Company's total operating expenses from continuing operations were $40,896 compared to $168,602 for the three months ended June 30, 2020, a decrease of $127,706. During the six months ended June 30, 2021, the Company's total operating expenses from continuing operations were $143,140 compared to $436,264 for the six months ended June 30, 2020, a decrease of $293,124. The variances were largely attributed to three main areas:

- a decrease in director fees. Director fees were accrued in 2020, and later cancelled because of a decision by the Board to cancel and voluntarily forfeit accrued and outstanding director compensation;
- a decrease in investor relations expenses related to a reduction in advisory fees for financing activities; and,
- an increase in professional fees directly related to the RTO described above.

CASH FLOWS, LIQUIDITY AND CAPITAL RESOURCES

Operating Activities

During the six months ended June 30, 2021, the Company's cash used in operating activities was $135,995 compared to $1,435,107 for the six months ended June 30, 2020, a decrease in cash outflows of $1,299,112. The net cash used in operating activities from continuing operations was $135,995 compared to $224,775 for the six months ended June 30, 2020. The decrease was primarily related to the Company's net loss for

the period; non-cash interest expense; compensation related to restricted share units; adjustments to accretion; changes to the fair value of the derivative and warrant liabilities; and, timing of trade accounts payable and receivable. The net cash used in operating activities from discontinued operations was $nil compared to $1,210,352 for the six months ended June 30, 2020.

Investing Activities

During the six months ended June 30, 2021, the Company's cash used in investing activities was $nil, compared to $572,415 for the six months ended June 30, 2020. None of the cash used in investing activities was attributable to continuing operations. The decrease in cash used in investing activities was primarily a result of decreased spending on the Company's Sevier Playa Project.

Financing Activities

During the six months ended June 30, 2021, the Company's cash provided by financing activities was $nil, compared to $2,000,000 for the six months ended June 30, 2020. This was all attributable to continuing operations.

On July 19, 2018 the Company entered into a convertible loan agreement with EMR (the "2018 Loan Agreement"), pursuant to which EMR agreed to lend the Company up to $10,000,000 in two tranches (the "2018 Loan"). In addition, the closing of the first tranche of the 2018 Loan was completed in the amount of $5,000,000, and bore interest at the rate of 12%, compounded quarterly. The principal amount of the 2018 Loan, in whole or in part, was convertible into common shares of the Company at EMR's option, at a price per common share of C$0.50. In addition, interest on the 2018 Loan was payable in common shares at the market price of the Company's shares on the earlier of the date of conversion or certain prescribed interest payment dates, subject to the approval of the TSX Venture Exchange. On October 29, 2018 the Company closed the second tranche of the 2018 Loan in the amount of $5,000,000.

On May 2, 2019, the Company closed a private placement with EMR, wherein the Company issued EMR 39,215,686 units at a price of C$0.17 per unit for gross proceeds of $4,960,667 (C$6,666,667). Each unit was composed of one common share, and one-half of one common share purchase warrant for an aggregate of 39,215,686 common shares and 19,607,843 warrants (the "EMR Warrants"). Each full warrant entitled EMR to subscribe for one common share at a price of C$0.21 per share for a period of 18 months following closing. The fair values of the EMR Warrants were used to determine the financing proceeds allocated to the equity components based on relative fair values. A discount of 15% was applied to account for the four-month hold-back period, as required by the TSX Venture Exchange. As the EMR Warrants did not meet the "fixed-for-fixed" criteria outlined in IFRS 9, they were classified as a derivative financial liability, and re-valued each reporting period. On November 2, 2020 the EMR Warrants expired unexercised.

The 2018 Loan matured on January 19, 2020, at which time the Company entered into a new convertible loan agreement ("2020 Loan") with EMR, pursuant to which EMR agreed to lend the Company $13,124,422. Proceeds from the 2020 Loan were used to settle the $10,000,000 principal and $1,124,421 accrued interest amounts under the 2018 Loan. The net cash proceeds of $2,000,000 were used for ongoing engineering and permitting activities and to fund general corporate costs. The 2020 Loan accrued interest at a rate of 12% per annum and was set to mature in 12 months. The principal amount of the 2020 Loan, in whole or in part, was convertible into common shares (estimated issuance of 311,478,309 shares) of the Company at the option of the holder at a price of C$0.055 per common share.

On October 2, 2020, CPM's cash balance fell below $500,000, putting the Company in breach of a minimum cash balance covenant in the 2020 Loan. As a result of the default, effective October 19, 2020, EMR enforced its security provision according to its rights under the 2020 Loan agreement and acquired the Company's shares of its wholly-owned subsidiary, Peak Minerals, in satisfaction of the 2020 Loan.

Liquidity

At June 30, 2021, the Company had working capital of $194,416, compared to 335,259 at December 31, 2020, with cash of $207,194 as at June 30, 2021, compared to $343,189 as at December 31, 2020. The Company intends to use its cash to fund its ongoing corporate activities, including certain expenses relating to the RTO with Western. The Company's future is dependent upon its ability to complete the RTO or another similar transaction.

Outstanding Share Data

As at June 30, 2021, the Company's fully diluted share capital is as follows:

	Number of shares
Voting and non-voting common shares outstanding as at June 30, 2021	178,222,314
Restricted share units (average remaining life of of 8.33 years)	60,000
Share purchase options (weighted average exercise price of C$0.388 and average remaining life of 1.12 years).	3,245,067
Total common shares outstanding, assuming exercise of all restricted share units and share purchase options - as at June 30, 2021	**181,527,381**

As at August 19, 2021, the Company's fully diluted share capital is as follows:

	Number of shares
Voting and non-voting common shares outstanding as at August 19, 2021	178,222,314
Restricted share units	60,000
Share purchase options	2,045,067
Total common shares outstanding, assuming exercise of all restricted share units, and share purchase options - as at August 19, 2021	**180,327,381**

Details of share capital can be found in Note 7 to the Company's Financial Statements.

OTHER INFORMATION

Management Team Update

Effective August 31, 2020, John Mansanti, the Company's President and Chief Executive Officer, tendered his resignation to the Company to pursue other business interests and also resigned from CPM's Board. Following Mr. Mansanti's departure, the Board appointed Dean Pekeski as Interim President and Chief Executive Officer, also effective August 31, 2020. Mr. Pekeski has been a contractor for the Company since 2015 and has been the key individual responsible for development activities on the Sevier Playa project.

Related Party Transactions

The Company's related party transactions are disclosed in Note 10 to the Company's Financial Statements and include:

- compensation paid or payable to the Company's senior officers and directors;
- convertible note agreements and private placement transaction with EMR; and

- corporate restructuring.

Commitments and Contingencies

The Company's commitments and contingencies are disclosed in Note 12 to the Company's Financial Statements.

Risk Factors and Uncertainties

The Company's risk factors and uncertainties have not materially changed since December 31, 2020 and are described in its annual management discussion and analysis for the year ended December 31, 2020 as filed by the Company on SEDAR.

SUBSEQUENT EVENTS

Amended RTO agreement

On July 12, 2021, the Company and Western completed an amending agreement under which the timeline for completion of the transaction was extended, and the consolidation ratio for the Company's issued and outstanding common shares was revised from 490.7:1 to 363.30:1.

APPENDIX "K"
FINANCIAL STATEMENTS OF WESTERN EXPLORATION

Table of Contents

Western Exploration LLC Financial Statements for the years ended December 31, 2020, 2019 and 2018 ..... K-2

Western Exploration LLC Financial Statements for the interim period ended June 30, 2021 ..... K-49

WESTERN EXPLORATION, LLC

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2020 AND 2019

(EXPRESSED IN U.S. DOLLARS)

TABLE OF CONTENTS

INDEPENDENT AUDITOR'S REPORT 2

FINANCIAL STATEMENTS

Statements of Financial Position 4

Statements of Loss and Comprehensive Loss 5

Statements of Changes in Members' Equity 6

Statements of Cash Flows 7

Notes to the Financial Statements 8

Independent Auditor's Report

To the Members of Western Exploration LLC:

Opinion

We have audited the financial statements of Western Exploration LLC (the "Company"), which comprise the statements of financial position as at December 31, 2020 and December 31, 2019, and the statements of loss and comprehensive loss, changes in members' equity and cash flows for the years then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at December 31, 2020 and December 31, 2019, and its financial performance and its cash flows for the years then ended in accordance with International Financial Reporting Standards.

Basis for Opinion

We conducted our audits in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audits of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

Management is responsible for the other information. The other information comprises Management's Discussion and Analysis.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audits of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audits or otherwise appears to be materially misstated. We obtained Management's Discussion and Analysis prior to the date of this auditor's report. If, based on the work we have performed on this other information, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company’s ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits and significant audit findings, including any significant deficiencies in internal control that we identify during our audits.

MNP LLP

Toronto, Ontario
November 12, 2021

Chartered Professional Accountants
Licensed Public Accountants

MNP

WESTERN EXPLORATION, LLC
STATEMENTS OF FINANCIAL POSTION
(EXPRESSED IN US DOLLARS)

As at	December 31, 2020	December 31, 2019
ASSETS		
Current Assets		
Cash	**$ 1,065,085**	$ 511,792
Prepaid expenses	**31,897**	27,182
	1,096,982	538,974
Non-current Assets		
Mineral properties (note 6)	**7,865,000**	7,865,000
Property and equipment (note 7)	**80,719**	77,972
Restricted cash (note 5)	**814,147**	513,847
Deposits	**5,286**	4,836
	8,765,152	8,461,655
Total Assets	**9,862,134**	$ 9,000,629
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable and accrued liabilities (note 8)	**$ 268,991**	$ 181,128
Due to related party (note 11)	**1,299,251**	1,347,350
	1,568,242	1,528,478
Non-current Liabilities		
Reclamation provision (note 9)	**401,540**	359,433
	401,540	359,433
Total Liabilities	**1,969,782**	1,887,911
Members' equity		
Class A Members' contributions (note 10)	**34,189,325**	26,189,318
Class A-1 Members' contributions (note 10)	**7,000,000**	7,000,000
Class B Members' contributions (note 10)	**3,333,333**	3,333,333
Contributed surplus	**14,779,061**	14,779,061
Accumulated deficit	**(51,409,367)**	(44,188,994)
Total Members' Equity	**7,892,352**	7,112,718
Total Liabilities and Members' Equity	**$ 9,862,134**	$ 9,000,629

(Signed) "Brian Kennedy", Director

(Signed) "Carmen Fimiani", Director

The accompanying notes form an integral part of these financial statements.

WESTERN EXPLORATION, LLC
STATEMENTS OF LOSS AND COMPREHENSIVE LOSS
FOR THE YEARS ENDED DECEMBER 31, 2020 and 2019
(EXPRESSED IN US DOLLARS)

	2020	2019
Operating expenses		
Exploration and evaluation expenditures (note 12)	**$ 5,435,573**	$ 1,142,276
General and administrative expenses (note 13)	**1,847,681**	1,453,938
	7,283,254	2,596,214
Other income (expense)		
(Gain) on sale of property (note 6)	**-**	(950,000)
Government grant (note 14)	**(62,500)**	-
Interest (income)	**(1,495)**	(10,324)
Accretion expense (note 9)	**1,114**	759
	(62,881)	(959,565)
Net loss and comprehensive loss for the year	**$ (7,220,373)**	$ (1,636,649)
Basic and diluted net loss per unit (note 15)	**(505.68)**	(208.72)
Weighted average number of units outstanding	**1,560**	1,560

The accompanying notes form an integral part of these financial statements.

WESTERN EXPLORATION, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2020 and 2019
(EXPRESSED IN US DOLLARS)

	Members' Contributions	Contributed Surplus	Accumulated Deficit	Total
Balance at December 31, 2018	**$ 35,154,210**	**$ 14,779,061**	**$ (42,552,345)**	**$ 7,380,926**
Capital contributions - Class "A" units	1,368,441	-	-	1,368,441
Capital contributions - Class "A-1" units	-	-	-	-
Capital contributions - Class "B" units	-	-	-	-
Net loss	-	-	(1,636,649)	(1,636,649)
Balance at December 31, 2019	**$ 36,522,651**	**$ 14,779,061**	**$ (44,188,994)**	**$ 7,112,718**
Capital contributions - Class "A" units	8,000,007	-	-	8,000,007
Capital contributions - Class "A-1" units	-	-	-	-
Capital contributions - Class "B" units	-	-	-	-
Net loss	-	-	(7,220,373)	(7,220,373)
Balance at December 31, 2020	**$ 44,522,658**	**$ 14,779,061**	**$ (51,409,367)**	**$ 7,892,352**

The accompanying notes form an integral part of these financial statements.

WESTERN EXPLORATION, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARSENDED DECEMBER 31, 2020 and 2019
(EXPRESSED IN US DOLLARS)

		2020		2019
Operating Activities				
Net loss	**$**	**(7,220,373)**	$	(1,636,649)
Adjustments to reconcile net loss to net cash:				
Depreciation expense (note 7)		**30,462**		49,889
Accretion expense (note 9)		**1,114**		759
Realized (gain) on sale of property		**-**		(950,000)
Reclamation provision		**40,993**		113,812
Changes in operating assets and liabilities:				
Deposits		**(5,165)**		(7,300)
Accounts payable and accrued liabilities (note 8)		**87,863**		(124,528)
Due to related party (note 11)		**544,908**		488,660
Cash used in operating activities		**(6,520,198)**		(2,065,357)
Investing Activities				
Proceeds from sale of mineral property		**-**		2,050,000
Purchase of mineral property		**-**		(100,000)
Purchase of equipment		**(33,209)**		(2,245)
Cash provided (used) in investing activities		**(33,209)**		1,947,755
Financing Activities				
Proceeds from related party loan		**-**		125,700
Proceeds from capital contributions		**7,407,000**		368,441
Cash provided by financing activities		**7,407,000**		494,141
Net change in cash		**853,594**		376,539
Cash, beginning of year		**1,025,638**		649,100
Cash, end of year	**$**	**1,879,232**	$	1,025,639
Reconciliation of cash and restricted cash:				
Cash	$	1,065,085	$	511,792
Restricted cash in other non-current assets		814,147		513,847
Total cash and restricted cash	$	1,879,232	$	1,025,639
Supplemental Cash Flow Information				
Government grant (note 14)	$	62,500	$	-
Debt settled for shares (note 10)	$	593,007	$	-

The accompanying notes form an integral part of these financial statements.

1. Nature of Operations

Western Exploration LLC (an exploration stage company referred to as the "Company" or "Western") was originally incorporated in the state of Nevada on July 11, 1997 as Western Exploration, Inc. (the "Corporation"). In September 2013, a conversion was executed pursuant to Nevada Revised Statue 92A.105 whereby the Corporation was converted into a limited liability company (LLC). The Company's main office is located in the United States at 121 Woodland Avenue in Reno, Nevada.

The Company is engaged in the business of exploration, acquisition, development and mining (if warranted) of precious metal and other mineral deposits in the State of Nevada. All the Company's projects are conducted pursuant to claims, leases, permits, and licenses granted by appropriate authorities or on fee land controlled by the Company. In the future, when deemed appropriate certain projects may be pursued on a joint venture basis to share the associated risk and to assist in the project funding.

During the 2020 fiscal year, there was a global outbreak of COVID-19 ("Coronavirus"), which has had a significant impact on businesses through the restrictions put in place by the Canadian and U.S. governments regarding travel, business operations and isolation/quarantine orders. At this time, it is unknown the extent of the impact the Coronavirus outbreak may have on the Company as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the ultimate geographic spread of the disease, and the duration of the outbreak, including the duration of travel restrictions, business closures or disruptions, and quarantine/isolation measures that are currently, or may be put, in place by the U.S. government or local state authorities, and other countries to fight the virus. While the extent of the impact is unknown, the Company has employed new standards of operation and safety at its field sites. The company formally adopted the Association of Mineral Exploration in British Columbia's "COVID-19 Exploration Fieldwork Safety Guidelines". The guidelines define best practices for preventing and controlling the spread of COVID-19 in a remote exploration environment. Western Exploration LLC requires all contractors and employees to self-monitor their health at all times and not report to work if they have any associated symptoms. In addition, the Company monitors and records all employees' temperatures daily, has a one person to room policy, completes sanitization of all work and living areas regularly, limits office and works space to employees only. There has been no impact on operations as a result of COVID-19.

2. Summary of Significant Accounting Policies

(a) Statement of compliance

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC"). The policies applied in these financial statements are based on IFRS issued and outstanding as at November 12, 2021, the date the Board of Directors approved the financial statements.

These financial statements have been prepared on a historical cost basis, using the accrual basis of accounting, except for cash flow information.

2. Summary of Significant Accounting Policies (continued)

(b) Functional and presentation currency

These financial statements are presented in U.S dollars. The functional currency is determined by the currency of the primary economic environment in which it operates (“the functional currency"). The functional currency of Western Exploration LLC is the U.S. dollar.

At the end of each reporting year: monetary assets and liabilities denominated in foreign currencies are translated at the rates of exchange prevailing at that date; non-monetary assets and liabilities carried at fair value that are denominated in foreign currencies are translated at the rates of exchange prevailing at the date when fair value was determined; and non-monetary assets and liabilities that are measured in terms of historical cost in a foreign currency are not retranslated. Such exchange differences arising from retranslation at year-end are recognized in the statement of loss and comprehensive loss.

(c) Significant accounting estimates and judgments

The preparation of the financial statements in conformity with IFRS requires management to make estimates and judgments that affect amounts reported in the financial statements. Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances, and subject to measurement uncertainty. The effect on the financial statements of changes in such estimates in future reporting periods could be significant. Significant estimates and areas where judgment is applied that have significant effect on the amount recognized in the financial statements include:

Going concern
The assessment of the Company’s ability to continue as a going concern and to raise sufficient funds to pay for its ongoing operating expenditures, meet its liabilities for the ensuing year, and to fund planned and contractual exploration programs, involves significant judgment based on historical experience and other factors, including expectation of future events that are believed to be reasonable under the circumstances.

Government grant
The application of the Company's accounting policy for government grants requires judgment in determining whether it is likely that the Company will comply with conditions attached to the grant and that the grant will be received (note 14).

Impairment of long-lived assets
The carrying value of mineral property acquisition costs is reviewed each reporting period to determine whether there is any indication of impairment. The determination of the impairment involves the application of a number of significant judgments and estimates to certain variables including metal price trends, plans for properties, and the results of exploration and evaluation to date.

Determination of, and provision for, reclamation and remediation obligations
The Company assesses its provision for reclamation obligations on an annual basis or when new material information becomes available. Accounting for reclamation and remediation obligations requires management to make estimates of the future costs the Company will incur to complete the reclamation and remediation work required to comply with existing laws and regulations. Actual costs incurred may differ from those

2. Summary of Significant Accounting Policies (continued)

(c) Significant accounting estimates and judgments

amounts estimated. Also, future changes to environmental laws and regulations could increase the extent of reclamation and remediation work required to be performed by the Company. Increases in future costs could materially impact the amounts charged to operations for reclamation and remediation.

The recoverability of exploration and evaluation assets
The application of the Company's accounting policy for exploration and evaluation expenditures requires judgment in determining whether it is likely that future economic benefits will flow to the Company, which may be based on assumptions about future events or circumstances. Estimates and assumptions made may change if new information becomes available. If, after an expenditure has been capitalized, information becomes available suggesting that the recovery of the expenditure is unlikely, the amount capitalized is written off to profit or loss in the period the new information becomes available.

(d) Government grants

Government grants are recognized only when there is reasonable assurance that the Company will comply with any conditions attached to the grant and that the grant will be received. A grant relating to expenses is recognized as income in the period in which the expenses are incurred. A grant relating to capital expenditures is deferred and amortized to income on the same basis as the related capital assets are amortized.

(e) Mineral properties

All expenditures related to the acquisition of mineral properties are capitalized on a property-by-property basis, net of recoveries which are recorded when receivable, until these mineral properties are placed into commercial production, sold or abandoned. If commercial production is achieved from a mineral property, the related mineral properties are tested for impairment and reclassified to mineral property in production. If a mineral property is sold or abandoned, the related capitalized costs will be expensed to profit or loss in that period.

All expenditures related to the exploration and evaluation of mineral properties, net of recoveries which are recorded when receivable, are expensed to net loss in the period in which they are incurred.

From time to time, the Company may acquire or dispose of all or part of its mineral property interests under the terms of property option agreements. Options are exercisable entirely at the discretion of the optionee, and accordingly, option payments are recognized when paid or received. If recoveries are received and exceed the capitalized expenditures, the excess is reflected in profit or loss.

(f) Restricted Cash

Reclamation bonds are required by various U.S. and local government agencies as part of the permitting process and to secure clean-up costs if the projects are abandoned or closed. The bonds are recorded at amortized cost and restricted as amounts are on deposit. See Note 5 for further details.

2. Summary of Significant Accounting Policies (continued)

(g) Related party transactions

Parties are considered related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered related if they are subject to common control. Related parties may be individuals or corporate entities. A transaction is considered a related party transaction when there is a transfer of resources or obligations between related parties.

(h) Income taxes

Federal income taxes are not payable by or provided for the Limited Liability Company (LLC). Members are taxed individually on their share of LLC earnings. Earnings or losses are allocated between the members in accordance with each member's ownership interest.

(i) Loss per unit

The Company presents basic and diluted loss per unit data for its units, calculated by dividing the loss attributable to subordinate unitholders of the Company by the weighted average number of subordinate units outstanding during the period. The treasury stock method is used to arrive at the diluted loss per unit, which is determined by adjusting the loss attributable to subordinate unitholders and the weighted average number of subordinate units outstanding for the effects of other equity instruments such as warrants and options that may add to the total number of subordinate units.

(j) Financial instruments

IFRS 9 includes finalized guidance on the classification and measurement of financial assets. Under IFRS 9, financial assets are classified and measured either at amortized cost, fair value through other comprehensive income ("FVOCI") or fair value through profit or loss ("FVTPL") based on the business model in which they are held and the characteristics of their contractual cash flows.

All financial assets not classified at amortized cost or FVOCI are measured at FVTPL. On initial recognition, the Company can irrevocably designate a financial asset at FVTPL if doing so eliminates or significantly reduces an accounting mismatch.

A financial asset is measured at amortized cost if it meets both of the following conditions and is not designated as FVTPL:

- It is held within a business model whose objective is to hold the financial asset to collect the contractual cash flows associated with the financial asset instead of selling the financial asset for a profit or loss;
- Its contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial liabilities are classified as either financial liabilities at FVTPL or at amortized cost. The Company determines the classification of its financial liabilities at initial recognition.

Financial liabilities are classified as measured at amortized cost unless they fall into one of the following categories: financial liabilities at FVTPL, financial liabilities that arise when a transfer of a financial asset

2. Summary of Significant Accounting Policies (continued)

(j) Financial instruments (continued)

does not qualify for derecognition, financial guarantee contracts, commitments to provide a loan at a below-market interest rate, or contingent consideration recognized by an acquirer in a business combination.

Financial liabilities are classified as FVTPL if they fall into one of the five exemptions detailed above.

Transaction costs associated with financial instruments, carried at FVTPL, are expensed as incurred, while transaction costs associated with all other financial instruments are included in the initial carrying amount of the asset or the liability.

All financial instruments are initially recognized at fair value on the statement of financial position. Subsequent measurement of financial instruments is based on their classification.

Financial assets and liabilities classified at FVTPL are measured at fair value with changes in those fair values recognized in the statement of loss and comprehensive loss for the period. Financial assets and liabilities classified at amortized cost are measured at amortized cost using the effective interest method.

The Company derecognizes financial liabilities only when its obligations under the financial liabilities are discharged, cancelled, or expired. The difference between the carrying amount of the financial liability derecognized and the consideration paid and payable, including any non-cash assets transferred or liabilities assumed, is recognized in profit or loss.

IFRS 9 introduced a single expected credit loss impairment model, which is based on changes in credit quality since initial application. The adoption of the expected credit loss impairment model had no impact on the Company's consolidated financial statements.

The Company assumes that the credit risk on a financial asset has increased significantly if it is more than 30 days past due. The Company considers a financial asset to be in default when the borrower is unlikely to pay its credit obligations to the Company in full or when the financial asset is more than 90 days past due.

The carrying amount of a financial asset is written off (either partially or in full) to the extent that there is no realistic prospect of recovery. This is generally the case when the Company determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off.

The following table summarizes the classification and measurement under IFRS 9 for each financial instrument:

Classification	IFRS 9
Cash	Amortized cost
Restricted cash	Amortized cost
Due to related party	Amortized cost
Accounts payable and accrued liabilities	Amortized cost

2. Summary of Significant Accounting Policies (continued)

(j) Financial instruments (continued)

Financial instruments recorded at fair value on the statements of financial position are classified using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

Level 1 - valuation based on quoted prices (unadjusted) in active markets for identical assets or liabilities;
Level 2 - valuation techniques based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
Level 3 - valuation techniques using inputs for the asset or liability that are not based on observable market data (unobservable inputs).

(k) Impairment of non-financial assets

At the end of each reporting period, the Company reviews the carrying amounts of its non-financial assets to determine whether there is any indication that those assets have suffered an impairment loss. Where such an indication exists, the recoverable amount of the asset is estimated to determine the extent of the impairment loss. The recoverable amount is the higher of an asset's fair value less cost to sell and its value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pretax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognized immediately in the statement of loss and comprehensive loss.

(l) Property and equipment

Items of property and equipment are stated at cost, less accumulated depreciation and accumulated impairment losses (as discussed in paragraph (j)). The initial cost of an asset comprises its purchase price or construction cost, any costs directly attributable to bringing the asset into operation, the initial estimate of the rehabilitation obligation, and for qualifying assets, borrowing costs. The purchase price or construction cost is the aggregate amount paid and fair value of any other consideration given to acquire the asset. When parts of an item of property and equipment have different useful lives, they are accounted for as separate items (major components) of property and equipment.

An item of property and equipment and any significant part initially recognized is derecognized upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the statement of loss and comprehensive loss when the asset is derecognized. The assets' residual values, useful lives and methods of depreciation are reviewed each reporting period and adjusted prospectively if appropriate.

(m) Cash

Cash in the statements of financial position comprise cash at banks and short-term bank deposits with original maturity of three months or less. The Company's cash is invested with one major financial institution in business accounts that are available on demand by the Company for its programs.

2. Summary of Significant Accounting Policies (continued)

(n) Reclamation obligations

A legal or constructive obligation to incur restoration, rehabilitation and environmental costs may arise when environmental disturbance is caused by the exploration, development, or ongoing production of a mineral property interest. Such costs arising from the decommissioning of plant and other site preparation work are discounted to their net present value and expensed to loss and comprehensive loss as soon as the obligation to incur such costs arises.

The use of a discount rate to reflect the time value of money are used to calculate the net present value of the reclamation obligation. The related liability is adjusted for at each period for the unwinding of the discount rate and for changes to the current market-based discount rate, amount or timing of the underlying cash flows needed to settle the obligation. Such amounts are included in loss and comprehensive loss.

(m) Unit-based Payments

The Company accounts for unit-based payment using the fair value method. Under this method, compensation expense is measured at fair value on the date of grant using the Black-Scholes option pricing model, and is recognized as an expense or capitalized, depending on the nature of the grant, with a corresponding increase in equity, over the period that the employees earn the incentive units. The amount recognized as an expense is adjusted to reflect the number of incentive units expected to vest. The Black-Scholes option pricing model requires the input of subjective assumptions, including the expected term of the incentive units and unit price volatility.

3. Financial Risk Management

The Company's financial instruments include cash and restricted cash which are classified as financial assets measured at amortized cost, accounts payable and accrued liabilities, and due to related parties, which are classified as financial liabilities measured at amortized cost. The carrying values of the Company's financial instruments approximate fair value due to their short-term nature.

The Company's financial instruments are exposed to certain financial risks, including interest rate risk, liquidity risk, and credit risk. The Company's exposure to these risks and its methods of managing the risks are summarized as follows:

(i) Interest Rate Risk

Interest rate risk is the risk that future cash flows will fluctuate because of changes in market interest rates. The Company is not exposed to material interest rate risk.

(ii) Liquidity Risk

Liquidity risk is the risk that the Company will be unable to meet financial obligations as they fall due. The Company's approach to managing liquidity risk is to provide reasonable assurance that it will have sufficient funds to meet liabilities when due by forecasting cash flows for operations, anticipated investing and financing activities and through management of its capital structure. As at December 31, 2020 and December 31, 2019, all of the Company's financial liabilities are either due immediately or have contractual maturities of less than 90 days.

3. Financial Risk Management (continued)

(iii) Credit Risk

Credit risk is the risk that a counterparty to a financial instrument will fail to discharge its contractual obligations. The Company is mainly exposed to credit risk with respect to managing its cash and restricted cash. The Company's risk management policies require that significant cash deposits are held with U.S. FDIC insured banks. All investments must be less than one year in duration.

4. Capital Risk Management

The Company's capital is the members' equity balance. The Company's objectives in managing its capital are to maintain the ability to continue as a going concern and to continue to explore the Company's mineral properties for the benefit of its shareholders. To effectively manage the Company's capital requirements, the Company has a planning and budgeting process in place setting out the expenditures required to meet its strategic goals. The Company compares actual expenses to budget on all exploration projects and overhead to manage costs, commitments, and exploration activities. As the Company is in the exploration stage, its operations have been substantially funded by the issuance of member units and mineral property earn-in agreements. The Company is not subject to any externally imposed credit or capital requirements. However, the Company will continue to rely on such funding depending upon market and economic conditions at the time. There have been no changes in the Company's approach to capital management during the year ended December 31, 2020.

5. Restricted Cash

The Company held restricted cash outstanding in the amounts of $814,147, (December 31, 2019 - $513,847) as of December 31, 2020, respectively, for the Wood Gulch and Doby George Projects as required by the U.S. Forest Service and Bureau of Land Management.

These amounts are held in a restricted fund and are in place to cover current and future reclamation obligations.

6. Mineral Properties

Total mineral property acquisition costs as at December 31, 2020 and 2019 were as follows:

Balance at December 31, 2018	**$**	**7,865,000**
Additions		100,000
Disposals		(100,000)
Balance at December 31, 2019 and 2020	**$**	**7,865,000**

The Aura project consists of 709 unpatented lode mining claims, totaling 12,848 acres, and mineral leases on 2,296 acres of fee land in nine different parcels. The Aura project is an amalgamation of three projects, Doby George, IL Ranch and Wood Gulch.

The current mineral lease agreement has an expiration date of December 31, 2031.

6. Mineral properties (continued)

The Aura project is subject to a 2% Net Smelter Royalty (NSR) on precious metals and a 1.4% NSR on base metals payable to IL Minerals LLC. RG Royalties holds a 2% NSR after the first 400,000 ounces of gold production at Doby George. When the RG Royalties royalty becomes effective the IL Minerals NSR decreases to 1% on the RG Royalties area. There is also additional 1% NSR and production royalties ranging from .1% to 1% payable to Tyler Shepard on claims overlying the Wood Gulch.

Trout Creek Project

In January 2019, the Company purchased property and water rights for certain properties from Doby George, LLC for $100,000. Subsequently, the property and water rights were sold to Marigold Mining Company for $1,050,000. As part of the sale agreement, Western is entitled to a top up payment of up to $4,000,000 in cash proceeds based on exploration success as well as up to a 1% NSR on the property. The Company realized a gain of $950,000, (included in the Loss and Comprehensive Loss). Silver Standard the parent company of Marigold Mining Company purchased 187 Class A units for $999,999 (note 10).

7. Property and Equipment

Cost		
Balance, December 31, 2018	**$**	**416,903**
Additions		2,245
Balance, December 31, 2019	**$**	**419,148**
Additions		33,209
Balance, December 31, 2020	**$**	**452,357**

Accumulated Depreciation		
Balance, December 31, 2018	**$**	**291,287**
Depreciation for the period		49,889
Balance, December 31, 2019	**$**	**341,176**
Depreciation for the period		30,462
Balance, December 31, 2020	**$**	**371,638**

Carrying amount		
Balance, December 31, 2019	**$**	**77,972**
Balance, December 31, 2020	**$**	**80,719**

8. Accounts Payable and Accrued Liabilities

	December 31, 2020	**December 31, 2019**
Trade payables	$ 109,605	$ 79,345
Accrued liabilities	159,386	101,783
	$ 268,991	**$ 181,128**

9. Reclamation Provision

The provision for environmental rehabilitation consists of land rehabilitation and related costs. Although the ultimate amount of the environment rehabilitation provision is uncertain, the amount of these obligations is based on information currently available, including closure plans and the Company's interpretation of current regulatory requirements.

The provision for environmental rehabilitation relates to reclamation and closure costs of the Company's Aura Project. The undiscounted provision for environmental rehabilitation is estimated at $379,488 as at December 31, 2020 (December 31, 2019: $359,433), over a period of 4-5 years, and discounted using a risk-free rate of 0.31% per annum.

Balance as of December 31, 2018	**$**	**244,862**
Accretion		759
Additional disturbance		113,812
Balance as of December 31, 2019	**$**	**359,433**
Accretion		1,114
Additional disturbance		40,993
Balance as of December 31, 2020	**$**	**401,540**

10. Capital Contributions

Membership interests in the Company are represented by units consisting of four classes: "Class A", "Class A-1", "Class B", and "Common units". Class A, Class A-1 and Class B units entitle the holders to share in the income, gains, losses, deductions, credit, or similar items of distribution. Class A and Class A-1 membership interests have a distribution priority equal to a cumulative 6% annual return, compounded annually on any unreturned capital contributions.

Common units are reserved for employees and managers of the Company as incentives. Never to exceed 10% of the total issued and outstanding units at any given time, these units entitle the holder to share in profits as decided by the appointed Management Committee.

Units issued for the years ended December 31, 2020 and December 31, 2019 are as follows:

10. Capital Contributions (continued)

	Number of Units		
	Class A	**Class A-1**	**Class B**
Balance - January 1, 2019	**14,548**	**993**	**1,560**
Class A units issued to Golkonda LLC on January 25, 2019	13	-	-
Class A units issued to Silver Standard on January 30, 2019	187	-	-
Class A units issued to Golkonda LLC on June 18, 2019	28	-	-
Class A units issued to Agnico Eagle Ltd on August 8, 2019	20	-	-
Class A units issued to Agnico Eagle (USA) Ltd on October 28, 2019	8	-	-
Balance - December 31, 2019	**14,804**	**993**	**1,560**
Class A units issued to Agnico Eagle (USA) Ltd on May 15, 2020	1,096	-	-
Class A units issued to Golkonda LLC on June 9, 2020	111	-	-
Class A units issued to Coral Reef LLC on July 25, 2020	150	-	-
Class A units issued to Darcy Marud on July 25, 2020	67	-	-
Class A units issued to Golkonda LLC on August 4, 2020	38	-	-
Class A units issued to Agnico Eagle (USA) Ltd on September 2, 2020	1,096	-	-
Class A units issued to Agnico Eagle (USA) Ltd on October 23, 2020	273	-	-
Balance - December 31, 2020	**17,635**	**993**	**1,560**

Capital contributions for the years ended December 31, 2020 and December 31, 2019 are as follows:

	Value of Units			
	Class A	**Class A-1**	**Class B**	**Amount US $**
Balance - January 1, 2019	**$ 24,820,877**	**$ 7,000,000**	**$ 3,333,333**	**$ 35,154,210**
Class A units issued to Golkonda LLC on January 25, 2019	69,000	-	-	69,000
Class A units issued to Silver Standard on January 30, 2019	1,000,000	-	-	1,000,000
Class A units issued to Golkonda LLC on June 18, 2019	150,000	-	-	150,000
Class A units issued to Agnico Eagle (USA) Ltd on August 8, 2019	109,443	-	-	109,443
Class A units issued to Golkonda LLC on October 28, 2019	39,998			39,998
Balance - December 31, 2019	**$ 26,189,318**	**$ 7,000,000**	**$ 3,333,333**	**$ 36,522,651**
Class A units issued to Agnico Eagle (USA) Ltd on May 15, 2020	3,000,000	-	-	3,000,000
Class A units issued to Golkonda LLC on June 9, 2020	302,000	-	-	302,000
Class A units issued to Coral Reef LLC on July 25, 2020	411,057	-	-	411,057
Class A units issued to Darcy Marud on July 25, 2020	181,950	-	-	181,950
Class A units issued to Golkonda LLC on August 4, 2020	105,000	-	-	105,000
Class A units issued to Agnico Eagle (USA) Ltd on September 2, 2020	3,000,000	-	-	3,000,000
Class A units issued to Agnico Eagle (USA) Ltd on October 23, 2020	1,000,000	-	-	1,000,000
Balance - December 31, 2020	**$ 34,189,325**	**$ 7,000,000**	**$ 3,333,333**	**$ 44,522,658**

10. Capital Contributions (continued)

In May 2020, Agnico Eagle (USA) Limited (Agnico), entered into an agreement with the Company to subscribe to a total of 3,011 Class A Units for gross proceeds of $9 million. The investment is to be made in three tranches as follows:

1) First Tranche - $3 million through the issuance of 1,096 Class A units
2) Second Tranche - $3 million through the issuance of 1,096 Class A units
3) Third Tranche - $3 million through the issuance of 819 Class A units

As part of the agreement, the Company must use the proceeds raised as follows:

1) First Tranche – A minimum of $2.6 million is to be used on exploration expenses at the Gravel Creek Property
2) Second Tranche – A minimum of $2.7 million is to be used on exploration expenses at the Gravel Creek Property
3) Third Tranche – A minimum of $2.7 million is to be used on exploration expenses at the Gravel Creek Property

The first tranche was completed on May 15, 2020 and the second tranche was completed on September 2, 2020 resulting in the issuance of 2,192 Class A Units of the Company.

On June 9, 2020, the Company issued 111 Class A units for total cash proceeds of $302,000.

On July 25, 2020, the Company issued units to certain Board and Management members to extinguish outstanding debt. The Company issued 67 Class A units to Mr. Marud, CEO in settlement of $125,700 of advances to the Company (see note 11) and $56,250 in deferred compensation held as due to related party. In addition, 150 Class A units were issued to Coral Reef LLC in settlement of amounts totaling $411,057 held in due to related party.

On August 4, 2020 the Company issued 38 Class A units for total cash proceeds of $105,000.

On October 9, 2020, Agnico and Western entered into an Amended Subscription Agreement whereby the Third Tranche was split into an Initial Third Tranche of US$1 million and a Final Third Tranche of $2 million. The Initial Third Tranche was due on or before October 26, 2020 and the Final Third Tranche is executable within 20 days of the assay results from Phase 2 being received. Agnico executed the Initial Third Tranche on October 23, 2020 and as a result 273 Class A shares were issued. As of December 31, 2020 assays from Tranche 2 drilling are still outstanding and Agnico has not been notified of their 20-day notice for the Final Third Tranche.

During the year ended December 31, 2019, the Company issued 256 Class A Units (2018 - 48) for total cash proceeds of $1,368,441 (2018 - $255,000).

Incentive Units

On October 1, 2020, a total of 1,639 incentive units were granted to certain officers, directors and consultants of the Company, with each incentive unit convertible into one common unit of the Company at no additional cost to the holder. Under the terms of the incentive units, a total of 1,357 incentive units are to vest immediately, with 59 units vesting on November 1, 2020, 23 units vesting on Jan 1, 2021, 23 units vesting on January 1, 2022 and the remaining 177 vesting upon the achievement of certain performance measures. The incentive units were estimated to have a nominal fair value as at the date of grant due to the subordinate nature of common units.

11. Related Party Transactions

Related parties include the Board of Directors, officers and enterprises that are controlled by these individuals as well as certain persons performing similar functions. The below noted transactions are in the normal course of business and are measured at the amount as agreed to by the parties and approved by the Board of Directors in strict adherence to conflict of interest laws and regulations. The Company considers key management to be officers and directors of the Company.

During the years ended December 31, 2020 and 2019, the Company paid, or accrued remuneration to key management of the Company as follows:

	Year Ended December 31,	
	2020	**2019**
Salaries and fees (i)	$ 268,750	$ 287,500
Director's fees (ii)	25,000	25,000

(i) As at December 31, 2020, $6,250 (December 31, 2019 - $62,500) was due to Darcy Marud, the CEO of the Company and this amount was included in accounts payable and accrued liabilities.

(ii) As at December 31, 2020, directors were owed $6,250 (December 31, 2019 - $12,500) and this amount was included in accounts payable and accrued liabilities.

A corporation controlled by Marceau Schlumberger, an officer of the Company, was paid or accrued consulting fees of $488,660 for the year ended December 31, 2020 (year ended December 31, 2019 - $488,660). As at December 31, 2020, this corporation was owed $1,299,251 (December 31, 2019 - $1,221,650).

As at December 31, 2020, $nil (December 31, 2019 - $125,700) was due to Darcy Marud, the CEO of the Company. These amounts are unsecured, non-interest bearing and have no specific terms of repayment and are included in amount due to related companies on the statement of financial position.

During the 2020 fiscal year, the Company issued 217 Class A Units (2019 – nil) to related parties in settlement of amounts due to related parties totaling of $593,007 (2019 - $nil).

During the year ended December 31, 2021, a total of 1,229 incentive units were granted to certain officers and directors of the Company. As described in Note 10, on the date of grant, incentive units were estimated to have a nominal fair value, resulting in no amounts recognized in the statement of loss and comprehensive loss for the year ended December 31, 2020.

11. Related Party Transactions (continued)

Major unitholders:

To the knowledge of the directors and senior officers of the Company, as at December 31, 2020, no person or corporation beneficially owns or exercises control or direction over common shares of the Company carrying more than 10% of the voting rights attached to all common shares of the Company other than as set out below:

	Type of unit	Percentage of outstanding units	Number of units
Golkonda LLC	Class A	73.1%	14,745.62
Agnico Eagle (USA) Ltd	Class A and A-1	17.1%	3,478.49

12. Exploration Expenditures

The following table reflects the exploration expenditures incurred in the years ended December 31, 2020 and 2019:

Year Ended December 31,		2020		2019
Drilling	$	4,133,470	$	43,397
Permitting		118,456		28,653
Reclamation obligation		40,993		113,812
Geological		977,160		692,692
Land		126,271		125,593
Metallurgy		39,223		-
Geophysics		-		138,129
Total	**$**	**5,435,573**	**$**	**1,142,276**

13. General and Administrative Expenses

The following table reflects general and administrative expenses incurred in the years ended December 31, 2020 and 2019:

Year Ended December 31,		2020		2019
Director fees	$	25,000	$	25,000
Salary	$	419,472		425,007
Office and general	$	309,713		225,943
Accounting fees	$	165,700		44,109
Consulting fees (note 11)	$	488,660		488,660
Legal fees	$	408,674		195,330
Depreciation	$	30,462		49,889
Total	**$**	**1,847,681**	**$**	**1,453,938**

14. Government grant

During the year ended December 31, 2020, the Company applied for an SBA Payroll Protection Loan ("PPL") that is overseen by the U.S. Treasury Department and enacted to provide cash flow assistance to small business employers to help retain workers and maintain payroll during the current economic uncertainties associated with COVID-19. On May 19, 2020, the Company received proceeds totaling $62,500 in connection with the PPL. Under the terms of the PPL, the Company may apply for loan forgiveness on all eligible expenses up to a maximum of the total principal balance on the loan. As of December 31, 2020, the Company has incurred the maximum amount of eligible expenses resulting in amounts totaling $62,500 to be forgiven. In connection with the principal balance to be forgiven, $62,500 ($nil – September 30, 2019) has been included in other income on the statement of loss and comprehensive loss for the year ended December 31, 2020.

15. Loss Per Unit

The calculation of basic and diluted loss per unit for the year ended December 31, 2020 was based on the Class B holders proportionate share of the net loss attributable to unitholders of $7,220,373 (December 31, 2019 - $1,636,649), the 6% cumulative unpaid dividends for the year totaling $2,203,553 (December 31, 2019 - $1,976,265) and the weighted average number of Class B units outstanding of 1,560 (December 31, 2019 – 1,560).

16. Subsequent Events

On February 19, 2021, Western entered into a definitive arrangement agreement with Crystal Peak Minerals Inc. ("**Crystal Peak**"), which the parties first amended on July 12, 2021, and further amended on October 12, 2021 and November 9, 2021 (as amended, the "**Arrangement Agreement**"). The transactions described in the Arrangement Agreement will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under Part 9, Division 5 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), following the anticipated continuance of Crystal Peak from the YukonTerritory to British Columbia, which is required in order for the Arrangement to proceed under the BCBCA. The Arrangement will resultin a "Reverse Takeover" (as defined in the policies of the TSX Venture Exchange (the "**Exchange**")) of Crystal Peak by Western, with the resulting company (the "**Resulting Issuer**") continuing under the name "Western Exploration Inc." or such other name as Western may direct.

On June 9, 2021, the Company entered into a series of Promissory Notes totaling $275,000 with certain Officers and Directors of the Company. Under the terms of the Notes, the Company promises to pay to the order of the noteholder or its registered assigns, the principal amount or such lesser amount as shall equal the outstanding principal amount hereof, together with simple interest from the date of the Promissory Note (the *"Note")* on the unpaid principal balance at a rate equal to 15% per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal, together with any then accrued but unpaid interest and any other amounts payable hereunder, shall be due and payable on the earliest to occur of (i) fifteen days following the demand of Holder, which demand maynot be made earlier than June 9, 2022, (ii) the occurrence of an Event of Default, or (iii) such other time as expressly provided forin the Note.

On October 5, 2021, Western LLC entered into a Purchase and Sale Agreement with Marigold Mining Company ("Marigold") for the sale of a retained resource discovery payment and a royalty on property sold to Marigold on January 23, 2019 (see note *6. Mineral Properties* above). The sale resulted in Western LLC receiving cash in the amount of US $1,650,000.

On October 13, 2021 and in accordance with the arrangement agreement, Crystal Peak, completed a private placement for subscription receipts of Crystal Peak (the "Subscription Receipts") for gross proceeds of CAD $5,959,680 (the "Financing"). Each Subscription Receipt will entitle the holder thereof to receive, for no additional consideration and without further action on the part of the holder thereof, on or about the date the Reverse Takeover is completed, one common share and one warrant of the Resulting Issuer after giving effect to the completion of the Reverse Takeover.

WESTERN EXPLORATION, LLC

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2019 AND 2018

(EXPRESSED IN U.S. DOLLARS)

TABLE OF CONTENTS

INDEPENDENT AUDITOR'S REPORT 2

FINANCIAL STATEMENTS

Statements of Financial Position 4

Statements of Loss and Comprehensive Loss 5

Statements of Changes in Members' Equity 6

Statements of Cash Flows 7

Notes to the Financial Statements 8

Independent Auditor's Report

To the Members of Western Exploration, LLC:

Opinion

We have audited the financial statements of Western Exploration, LLC (the "Company"), which comprise the statements of financial position as at December 31, 2019 and December 31, 2018, and the statements of loss and comprehensive loss, changes in members' equity and cash flows for the years then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at December 31, 2019 and December 31, 2018, and its financial performance and its cash flows for the years then ended in accordance with International Financial Reporting Standards.

Basis for Opinion

We conducted our audits in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audits of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Matter - Comparative Information

The statement of financial position of the Company as at January 1, 2018 is unaudited.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company’s ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits and significant audit findings, including any significant deficiencies in internal control that we identify during our audits.

MNP LLP

Toronto, Ontario
November 12, 2021

Chartered Professional Accountants
Licensed Public Accountants

MNP

WESTERN EXPLORATION, LLC
STATEMENTS OF FINANCIAL POSTION
(EXPRESSED IN US DOLLARS)

As at	Decemebr 31, 2019	Decemebr 31, 2018	January 1, 2018 (Unaudited)
ASSETS			
Current Assets			
Cash	**$ 511,792**	$ 106,753	$ 1,273,101
Deposits	**27,182**	19,982	22,938
	538,974	126,735	1,296,039
Non-current Assets			
Mineral properties (note 6)	**7,865,000**	7,865,000	7,865,000
Property and equipment (note 7)	**77,972**	125,616	165,527
Restricted cash (note 5)	**513,847**	542,347	372,933
Deposits	**4,836**	4,736	4,736
	8,461,655	8,537,699	8,408,196
Total Assets	**$ 9,000,629**	$ 8,664,434	$ 9,704,235
LIABILITIES AND MEMBERS' EQUITY			
Current Liabilities			
Accounts payable and accrued liabilities (note 8)	**$ 181,128**	$ 305,656	$ 113,897
Due to related party (note 11)	**1,347,350**	732,990	244,330
	1,528,478	1,038,646	358,227
Non-current Liabilities			
Reclamation provision (note 9)	**359,433**	244,862	233,013
	359,433	244,862	233,013
Total Liabilities	**1,887,911**	1,283,508	591,240
Members' equity			
Class A Members' contributions (note 10)	**26,189,318**	24,820,877	24,432,000
Class A-1 Members' contributions (note 10)	**7,000,000**	7,000,000	7,000,000
Class B Members' contributions (note 10)	**3,333,333**	3,333,333	3,333,333
Contributed surplus	**14,779,061**	14,779,061	14,362,938
Accumulated deficit	**(44,188,994)**	(42,552,345)	(40,015,276)
Total Members' Equity	**7,112,718**	7,380,926	9,112,995
Total Liabilities and Members' Equity	**$ 9,000,629**	$ 8,664,434	$ 9,704,235

(Signed) "Brian Kennedy", Director (Signed) "Carmen Fimiani", Director

The accompanying notes form an integral part of these financial statements.

WESTERN EXPLORATION, LLC
STATEMENTS OF LOSS AND COMPREHENSIVE LOSS
FOR THE YEARS ENDED DECEMBER 31, 2019 and 2018
(EXPRESSED IN US DOLLARS)

		2019		2018
Operating expenses				
Exploration and evaluation expenditures (note 12)	**$**	**1,142,276**	$	1,188,096
General and administrative expenses (note 13)		**1,453,938**		1,349,355
		2,596,214		2,537,451
Other income (expense)				
(Gain) on sale of property (note 6)		**(950,000)**		-
Interest (income)		**(10,324)**		(1,104)
Accretion expense (note 9)		**759**		722
		(959,565)		(382)
Net loss and comprehensive loss for the year	**$**	**(1,636,649)**	**$**	**(2,537,069)**
Basic and diluted net loss per unit (note 14)	**$**	**(208.72)**	$	(260.28)
Weighted average number of units outstanding		**1,560**		1,560

The accompanying notes form an integral part of these financial statements.

WESTERN EXPLORATION, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2019 and 2018
(EXPRESSED IN US DOLLARS)

	Members' Contributions	Contributed Surplus	Accumulated Deficit	Total
Balance at December 31, 2017	**$ 34,765,333**	**$ 14,362,938**	**$ (40,015,276)**	**$ 9,112,995**
Capital contributions - Class "A" units	255,000	-	-	255,000
Capital contributions - Class "A-1" units	-	-	-	-
Capital contributions - Class "B" units	-	-	-	-
Shares issued to settle debt (note 10)	133,877	416,123	-	550,000
Net loss	-	-	(2,537,069)	(2,537,069)
Balance at December 31, 2018	**$ 35,154,210**	**$ 14,779,061**	**$ (42,552,345)**	**$ 7,380,926**
Capital contributions - Class "A" units	1,368,441	-	-	1,368,441
Capital contributions - Class "A-1" units	-	-	-	-
Capital contributions - Class "B" units	-	-	-	-
Net loss	-	-	(1,636,649)	(1,636,649)
Balance at December 31, 2019	**$ 36,522,651**	**$ 14,779,061**	**$ (44,188,994)**	**$ 7,112,718**

The accompanying notes form an integral part of these financial statements.

WESTERN EXPLORATION, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 and 2018
(EXPRESSED IN US DOLLARS)

	2019	2018
Operating Activities		
Net loss	**$ (1,636,649)**	$ (2,537,069)
Adjustments to reconcile net loss to net cash:		
Depreciation expense	**49,889**	51,362
Accretion expense	**759**	722
Realized (gain) on sale of property	**(950,000)**	-
Reclamation provision	**113,812**	11,127
Changes in operating assets and liabilities:		
Deposits	**(7,300)**	2,956
Accounts payable and accrued expenses	**(124,528)**	741,759
Due to related party	**488,660**	488,660
Cash used in operating activities	**(2,065,357)**	(1,240,483)
Investing Activities		
Proceeds from sale of mineral property	**2,050,000**	-
Purchase of mineral property	**(100,000)**	-
Release of reclamation bond	**135,500**	-
Increase in reclamation bond	**(107,000)**	-
Purchase of equipment	**(2,245)**	(11,451)
Cash provided by (used in) investing activities	**1,976,255**	(11,451)
Financing Activities		
Proceeds from related party loan	**125,700**	-
Proceeds from capital contributions	**368,441**	255,000
Cash provided by financing activities	**494,141**	255,000
Net change in cash	**405,039**	(996,934)
Cash, beginning of year	**106,753**	1,646,034
Cash, end of year	**$ 511,792**	$ 649,100
Reconciliation of cash and resticted cash:		
Cash	$ 511,792	$ 106,753
Restricted cash in other non-current assets	513,847	542,347
	$ 1,025,639	$ 649,100

The accompanying notes form an integral part of these financial statements.

1. Nature of Operations and Going Concern

Western Exploration LLC (an exploration stage company referred to as the “Company” or “Western”) was originally incorporated in the state of Nevada on July 11, 1997 as Western Exploration, Inc. (the “Corporation”). In September 2013, a conversion was executed pursuant to Nevada Revised Statue 92A.105 whereby the Corporation was converted into a limited liability company (LLC). The Company’s main office is located in the United States at 121 Woodland Avenue in Reno, Nevada.

The Company is engaged in the business of exploration, acquisition, development and mining (if warranted) of precious metal and other mineral deposits in the State of Nevada. All the Company’s projects are conducted pursuant to claims, leases, permits, and licenses granted by appropriate authorities or on fee land owned by the Company. In the future, when deemed appropriate certain projects may be pursued on a joint venture basis to share the associated risk and to assist in the project funding.

2. Summary of Significant Accounting Policies

(a) Statement of compliance

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB”) and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC”). The policies applied in these financial statements are based on IFRS issued and outstanding as at November 12 , 2021, the date the Board of Directors approved the financial statements.

These financial statements have been prepared on a historical cost basis, using the accrual basis of accounting, except for cash flow information.

(b) Functional and presentation currency

These financial statements are presented in U.S dollars. The functional currency is determined by the currency of the primary economic environment in which it operates (“the functional currency"). The functional currency of Western Exploration LLC is the U.S. dollar.

At the end of each reporting year: monetary assets and liabilities denominated in foreign currencies are translated at the rates of exchange prevailing at that date; non-monetary assets and liabilities carried at fair value that are denominated in foreign currencies are translated at the rates of exchange prevailing at the date when fair value was determined; and, non-monetary assets and liabilities that are measured in terms of historical cost in a foreign currency are not retranslated. Such exchange differences arising from retranslation at year-end are recognized in the statement of loss and comprehensive loss.

(c) Significant accounting estimates

The preparation of the financial statements in conformity with IFRS requires management to make estimates and judgments that affect amounts reported in the financial statements. Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances, and subject to measurement uncertainty. The effect on the financial statements of changes in such estimates in future reporting periods could be significant. Significant estimates and areas where judgment is applied that have significant effect on the amount recognized in the consolidated financial statements include:

2. Summary of Significant Accounting Policies (continued)

(c) Significant accounting estimates, continued

Going concern
The assessment of the Company's ability to continue as a going concern and to raise sufficient funds to pay for its ongoing operating expenditures, meet its liabilities for the ensuing year, and to fund planned and contractual exploration programs, involves significant judgment based on historical experience and other factors, including expectation of future events that are believed to be reasonable under the circumstances.

Impairment of long-lived assets
The carrying value of mineral property acquisition costs is reviewed each reporting period to determine whether there is any indication of impairment. The determination of the impairment involves the application of a number of significant judgments and estimates to certain variables including metal price trends, plans for properties, and the results of exploration and evaluation to date.

Determination of, and provision for, reclamation and remediation obligations
The Company assesses its provision for reclamation obligations on an annual basis or when new material information becomes available. Accounting for reclamation and remediation obligations requires management to make estimates of the future costs the Company will incur to complete the reclamation and remediation work required to comply with existing laws and regulations. Actual costs incurred may differ from those amounts estimated. Also, future changes to environmental laws and regulations could increase the extent of reclamation and remediation work required to be performed by the Company. Increases in future costs could materially impact the amounts charged to operations for reclamation and remediation.

The recoverability of exploration and evaluation assets
The application of the Company's accounting policy for exploration and evaluation expenditures requires judgment in determining whether it is likely that future economic benefits will flow to the Company, which may be based on assumptions about future events or circumstances. Estimates and assumptions made may change if new information becomes available. If, after an expenditure has been capitalized, information becomes available suggesting that the recovery of the expenditure is unlikely, the amount capitalized is written off to profit or loss in the period the new information becomes available.

(d) Mineral properties

All expenditures related to the acquisition of mineral properties are capitalized on a property-by-property basis, net of recoveries which are recorded when receivable, until these mineral properties are placed into commercial production, sold or abandoned. If commercial production is achieved from a mineral property, the related mineral properties are tested for impairment and reclassified to mineral property in production. If a mineral property is sold or abandoned, the related capitalized costs will be expensed to profit or loss in that period.

All expenditures related to the exploration and evaluation of mineral properties, net of recoveries which are recorded when receivable, are expensed to net loss in the period in which they are incurred.

2. Summary of Significant Accounting Policies (continued)

From time to time, the Company may acquire or dispose of all or part of its mineral property interests under the terms of property option agreements. Options are exercisable entirely at the discretion of the optionee, and accordingly, option payments are recognized when paid or received. If recoveries are received and exceed the capitalized expenditures, the excess is reflected in profit or loss.

(e) Restricted Cash

Cash restrictions are required by various U.S. and local government agencies as part of the permitting process and to secure clean-up costs if the projects are abandoned or closed. The cash is recorded at amortized cost and restricted as amounts are on deposit. See Note 5 for further details.

(f) Related party transactions

Parties are considered related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered related if they are subject to common control. Related parties may be individuals or corporate entities. A transaction is considered a related party transaction when there is a transfer of resources or obligations between related parties.

(g) Income taxes

Federal income taxes are not payable by or provided for the Limited Liability Company (LLC). Members are taxed individually on their share of LLC earnings. Earnings or losses are allocated between the members in accordance with each member’s ownership interest.

(h) Loss per unit

The Company presents basic and diluted loss per unit data for its units, calculated by dividing the loss attributable to subordinate unitholders of the Company by the weighted average number of subordinate units outstanding during the period. The treasury stock method is used to arrive at the diluted loss per unit, which is determined by adjusting the loss attributable to subordinate unitholders and the weighted average number of subordinate units outstanding for the effects of other equity instruments such as warrants and options that may add to the total number of subordinate units.

(i) Financial instruments

IFRS 9 includes finalized guidance on the classification and measurement of financial assets. Under IFRS 9, financial assets are classified and measured either at amortized cost, fair value through other comprehensive income ("FVOCI") or fair value through profit or loss ("FVTPL") based on the business model in which they are held and the characteristics of their contractual cash flows.

All financial assets not classified at amortized cost or FVOCI are measured at FVTPL. On initial recognition, the Company can irrevocably designate a financial asset at FVTPL if doing so eliminates or significantly reduces an accounting mismatch.
A financial asset is measured at amortized cost if it meets both of the following conditions and is not designated as FVTPL:

2. Summary of Significant Accounting Policies (continued)

- It is held within a business model whose objective is to hold the financial asset to collect the contractual cash flows associated with the financial asset instead of selling the financial asset for a profit or loss;
- Its contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial liabilities are classified as either financial liabilities at FVTPL or at amortized cost. The Company determines the classification of its financial liabilities at initial recognition.

Financial liabilities are classified as measured at amortized cost unless they fall into one of the following categories: financial liabilities at FVTPL, financial liabilities that arise when a transfer of a financial asset does not qualify for derecognition, financial guarantee contracts, commitments to provide a loan at a below-market interest rate, or contingent consideration recognized by an acquirer in a business combination.

Financial liabilities are classified as FVTPL if they fall into one of the five exemptions detailed above.

Transaction costs associated with financial instruments, carried at FVTPL, are expensed as incurred, while transaction costs associated with all other financial instruments are included in the initial carrying amount of the asset or the liability.

All financial instruments are initially recognized at fair value on the statement of financial position. Subsequent measurement of financial instruments is based on their classification. Financial assets and liabilities classified at FVTPL are measured at fair value with changes in those fair values recognized in the statement of loss and comprehensive loss for the period. Financial assets classified at amortized cost and financial liabilities are measured at amortized cost using the effective interest method.

The Company derecognizes financial liabilities only when its obligations under the financial liabilities are discharged, cancelled, or expired. The difference between the carrying amount of the financial liability derecognized and the consideration paid and payable, including any non-cash assets transferred or liabilities assumed, is recognized in profit or loss.

IFRS 9 introduced a single expected credit loss impairment model, which is based on changes in credit quality since initial application. The adoption of the expected credit loss impairment model had no impact on the Company's consolidated financial statements.

The Company assumes that the credit risk on a financial asset has increased significantly if it is more than 30 days past due. The Company considers a financial asset to be in default when the borrower is unlikely to pay its credit obligations to the Company in full or when the financial asset is more than 90 days past due.

The carrying amount of a financial asset is written off (either partially or in full) to the extent that there is no realistic prospect of recovery. This is generally the case when the Company determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off.

2. Summary of Significant Accounting Policies (continued)

The following table summarizes the classification and measurement under IFRS 9 for each financial instrument:

Classification	IFRS 9
Cash	Amortized cost
Restricted cash	Amortized cost
Due to related party	Amortized cost
Accounts payable and accrued liabilities	Amortized cost

Financial instruments recorded at fair value on the statements of financial position are classified using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

Level 1 - valuation based on quoted prices (unadjusted) in active markets for identical assets or liabilities;
Level 2 - valuation techniques based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
Level 3 - valuation techniques using inputs for the asset or liability that are not based on observable market data (unobservable inputs).

(j) Impairment of non-financial assets

At the end of each reporting period, the Company reviews the carrying amounts of its non-financial assets to determine whether there is any indication that those assets have suffered an impairment loss. Where such an indication exists, the recoverable amount of the asset is estimated to determine the extent of the impairment loss. The recoverable amount is the higher of an asset's fair value less cost to sell and its value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pretax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognized immediately in the statement of loss and comprehensive loss.

(k) Property and equipment

Items of property and equipment are stated at cost, less accumulated depreciation and accumulated impairment losses (as discussed in paragraph (j)). The initial cost of an asset comprises its purchase price or construction cost, any costs directly attributable to bringing the asset into operation, the initial estimate of the rehabilitation obligation, and for qualifying assets, borrowing costs. The purchase price or construction cost is the aggregate amount paid and fair value of any other consideration given to acquire the asset. When parts of an item of property and equipment have different useful lives, they are accounted for as separate items (major components) of property and equipment.

2. Summary of Significant Accounting Policies (continued)

An item of property and equipment and any significant part initially recognized is derecognized upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the statement of loss and comprehensive loss when the asset is derecognized. The assets' residual values, useful lives and methods of depreciation are reviewed each reporting period and adjusted prospectively if appropriate.

(l) Cash

Cash in the statements of financial position comprise cash at banks and short-term bank deposits with original maturity of three months or less. The Company's cash is invested with one major financial institution in business accounts that are available on demand by the Company for its programs.

(m) Reclamation obligations

A legal or constructive obligation to incur restoration, rehabilitation and environmental costs may arise when environmental disturbance is caused by the exploration, development, or ongoing production of a mineral property interest. Such costs arising from the decommissioning of plant and other site preparation work are discounted to their net present value and expensed to loss and comprehensive loss as soon as the obligation to incur such costs arises.

The use of a discount rate to reflect the time value of money are used to calculate the net present value of the reclamation obligation. The related liability is adjusted for at each period for the unwinding of the discount rate and for changes to the current market-based discount rate, amount or timing of the underlying cash flows needed to settle the obligation. Such amounts are included in loss and comprehensive loss.

3. Financial Risk Management

The Company’s financial instruments include cash and restricted cash which are classified as financial assets measured at amortized cost, accounts payable and accrued liabilities, and due to related parties, which are classified as financial liabilities measured at amortized cost. The carrying values of the Company’s financial instruments approximate fair value due to their short-term nature.

The Company’s financial instruments are exposed to certain financial risks, including interest rate risk, liquidity risk, and credit risk. The Company’s exposure to these risks and its methods of managing the risks are summarized as follows:

(i) Interest Rate Risk

Interest rate risk is the risk that future cash flows will fluctuate because of changes in market interest rates. The Company is not exposed to material interest rate risk.

(ii) Liquidity Risk

Liquidity risk is the risk that the Company will be unable to meet financial obligations as they fall due. The Company’s approach to managing liquidity risk is to provide reasonable assurance that it will have sufficient funds to meet liabilities when due by forecasting cash flows for operations, anticipated investing and financing activities and through management of its capital structure.

3. Financial Risk Management (continued)

As at December 31, 2019 and December 31, 2018, all of the Company's financial liabilities are either due immediately or have contractual maturities of less than 90 days.

(iii) Credit Risk

Credit risk is the risk that a counterparty to a financial instrument will fail to discharge its contractual obligations. The Company is mainly exposed to credit risk with respect to managing its cash and restricted cash. The Company's risk management policies require that significant cash deposits are held with U.S. FDIC insured banks. All investments must be less than one year in duration.

4. Capital Risk Management

The Company's capital is the members' equity balance. The Company's objectives in managing its capital are to maintain the ability to continue as a going concern and to continue to explore the Company's mineral properties for the benefit of its shareholders. To effectively manage the Company's capital requirements, the Company has a planning and budgeting process in place setting out the expenditures required to meet its strategic goals. The Company compares actual expenses to budget on all exploration projects and overhead to manage costs, commitments, and exploration activities. As the Company is in the exploration stage, its operations have been substantially funded by the issuance of member units and mineral property earn-in agreements. The Company is not subject to any externally imposed credit or capital requirements. However, the Company will continue to rely on such funding depending upon market and economic conditions at the time. There have been no changes in the Company's approach to capital management during the year ended December 31, 2019.

5. Restricted cash

The Company held restricted cash outstanding in the amounts of $513,847, $532,347 and $372,933 as of December 31, 2019, 2018 and January 1, 2018, respectively, for the Wood Gulch and Doby George Projects as required by the U.S. Forest Service and Bureau of Land Management.

These amounts are held in a restricted fund and are in pace to cover current and future reclamation obligations.

6. Mineral Properties

Total mineral property acquisition costs as at December 31, 2019 and 2018 were as follows:

Balance at December 31, 2018 and January 1 ,2018	$	7,865,000
Additions		100,000
Disposal		(100,000)
Balance at December 31, 2019	$	7,865,000

Aura Project

The Aura project consists of 709 unpatented lode mining claims, totaling 12,848 acres, and mineral leases on 2,296 acres of fee land in nine different parcels. The Aura project is an amalgamation of three projects, Doby George, IL Ranch and Wood Gulch.

The current mineral lease agreement has an expiration date of December 31, 2031.

6. Mineral Properties (continued)

The Aura project is subject to a 2% Net Smelter Royalty (NSR) on precious metals and a 1.4% NSR on base metals payable to IL Minerals LLC. RG Royalties holds a 2% NSR after the first 400,000 ounces of gold production at Doby George. When the RG Royalties royalty becomes effective the IL Minerals NSR decreases to 1% on the RG Royalties area. There is also additional 1% NSR and production royalties ranging from .1% to 1% payable to Tyler Shepard on claims overlying the Wood Gulch.

Trout Creek Project

In January 2019, the Company purchased property and water rights for certain properties from Doby George, LLC for $100,000. Subsequently, the property and water rights were sold to Marigold Mining Company for $1,050,000. As part of the sale agreement, Western is entitled to a top up payment of up to $4,000,000 in cash proceeds based on exploration success as well as up to a 1% NSR on the property. The Company realized a gain of $950,000, (included in the Loss and Comprehensive Loss). Silver Standard the parent company of Marigold Mining Company purchased 187 Class A units for $999,999 (note 10).

7. Property and Equipment

Cost		**Fixed assets**
Balance, January 1, 2018	$	405,452
Additions		11,451
Balance, December 31, 2018		416,903
Additions		2,245
Balance, December 31, 2019	**$**	**419,148**

Accumulated Depreciation		**Fixed assets**
Balance, January 1, 2018	$	239,925
Depreciation for the year		51,362
Balance, December 31, 2018		291,287
Depreciation for the year		49,889
Balance, December 31, 2019	**$**	**341,176**

Carrying amount		**Fixed assets**
Balance, January 1, 2018	$	165,527
Balance, December 31, 2018	$	125,616
Balance, December 31, 2019	**$**	**77,972**

8. Accounts Payable and Accrued Liabilities

	December 31, 2019	December 31, 2018	January 1, 2018
Due within the next year:			
Trade payables	$ 79,345	$ 181,914	$ 98,717
Accrued liabilities	101,783	123,742	15,180
	$ 181,128	**$ 305,656**	**$ 113,897**

9. Reclamation Provision

The provision for environmental rehabilitation consists of land rehabilitation and related costs. Although the ultimate amount of the environment rehabilitation provision is uncertain, the amount of these obligations is based on information currently available, including closure plans and the Company's interpretation of current regulatory requirements.

The provision for environmental rehabilitation relates to reclamation and closure costs of the Company's Aura Project. The undiscounted provision for environmental rehabilitation is estimated at $364,200 as at December 31, 2019 (December 31, 2018: $248,900), over a period of 4-5 years, and discounted using a risk-free rate of 0.31% per annum.

Balance as of January 1, 2018	**$**	**233,013**
Add: Accretion		722
Add: Additional disturbance		11,127
Balance as of December 31, 2018	**$**	**244,862**
Add: Accretion		759
Add: Additional disturbance		113,812
Balance as of December 31, 2018	**$**	**359,433**

10. Capital Contributions

Membership interests in the Company are represented by units consisting of four classes: "Class A", "Class A-1", "Class B", and "Common units". Class A, Class A-1 and Class B units entitle the holders to share in the income, gains, losses, deductions, credit, or similar items of distribution. Class A and Class A-1 membership interests have a distribution priority equal to a cumulative 6% annual return, compounded annually on any unreturned capital contributions.

Common units are reserved for employees and managers of the Company as incentives. Never to exceed 10% of the total issued and outstanding units at any given time, these units entitle the holder to share in profits as decided by the appointed Management Committee.

Units issued for the years ended December 31, 2019 and December 31, 2018 are as follows:

	Number of Units		
	Class A	**Class A-1**	**Class B**
Balance - January 1, 2018	14,397	993	3,333
Class A units issued to Golkonda LLC on May 23, 2018	103	-	-
Class A units issued to Golkonda LLC on November 28, 2018	48	-	-
Balance - December 31, 2018	14,548	993	3,333
Class A units issued to Golkonda LLC on January 25, 2019	13	-	-
Class A units issued to Silver Standard US Holdings on January 30, 2019	187	-	-
Class A units issued to Golkonda LLC on June 18, 2019	28	-	-
Class A units issued to Agnico Eagle Ltd on August 8, 2019	20	-	-
Class A units issued to Golkonda LLC on October 28, 2019	7	-	-
Balance - December 31, 2019	**14,804**	**993**	**3,333**

Capital contributions for the years ended December 31, 2019 and December 31, 2018 are as follows:

	Value of Units			
	Class A	**Class A-1**	**Class B**	**Amount US $**
Balance - January 1, 2018	**$ 24,432,000**	**$ 7,000,000**	**$ 3,333,333**	**$ 34,765,333**
Class A units issued to Golkonda LLC on May 23, 2018	133,877	-	-	133,877
Class A units issued to Golkonda LLC on November 28, 2018	255,000	-	-	255,000
Balance - December 31, 2018	**$ 24,820,877**	**$ 7,000,000**	**$ 3,333,333**	**$ 35,154,210**
Class A units issued to Golkonda LLC on January 25, 2019	69,000	-	-	69,000
Class A units issued to Silver Standard US Holdings on January 30, 2019	1,000,000	-	-	1,000,000
Class A units issued to Golkonda LLC on June 18, 2019	150,000	-	-	150,000
Class A units issued to Agnico Eagle Ltd on August 8, 2019	109,443	-	-	109,443
Class A units issued to Golkonda LLC on October 28, 2019	39,998	-	-	39,998
Balance - December 31, 2019	**$ 26,189,318**	**$ 7,000,000**	**$ 3,333,333**	**$ 36,522,651**

During the 2019 fiscal year, the Company issued 256 Class A Units (2018 - 48) for total cash proceeds of $1,368,441 (2018 - $255,000).

On May 23, 2018, the 103 Class A units issued to Golkonda LLC to settlement of $550,000 of debt. The fair value assigned to the Class A unit was $133,877, and a gain of $416,123 was recognized in contributed surplus as Golkonda LLC is a significant unitholder (note 11).

11. Related Party Transactions

Related parties include the Board of Directors, officers, close family members and enterprises that are controlled by these individuals as well as certain persons performing similar functions. The below noted transactions are in the normal course of business and are measured at the amount as agreed to by the parties and approved by the Board of Directors in strict adherence to conflict of interest laws and regulations. The Company considers key management to be officers and directors of the Company.

During the years ended December 31, 2019 and 2018, the Company paid, or accrued remuneration to key management of the Company as follows:

	Year Ended December 31,	
	2019	**2018**
Salaries and fees (i)	$ 287,500	$ 300,000
Director's fees (ii)	$ 25,000	$ 25,000

(i) As at December 31, 2019, $62,500 (December 31, 2018 - $100,000) was due to Darcy Marud, the CEO of the Company and this amount was included in accounts payable and accrued liabilities.
(ii) As at December 31, 2019, directors were owed $12,500 (December 31, 2018 - $18,750) and this amount was included in accounts payable and accrued liabilities.

A corporation controlled by Marceau Schlumberger, an officer of the Company, was paid or accrued consulting fees of $488,660 for the year ended December 31, 2019 (year ended December 31, 2018 - $488,660). As at December 31, 2019, this corporation was owed $1,221,650 (June 30, 2018 - $732,990).

As at December 31, 2019, $125,700 (December 31, 2018 - $nil) was due to Darcy Marud, the CEO of the Company. These amounts are unsecured, non-interest bearing and have no specific terms of repayment and are included in amount Due to Related Companies on the statement of financial position. In addition, $nil (December 31, 2018 -$28,982) was due to Darcy Marud and this amount was included in accounts payable and accrued liabilities.

Major unitholder:

To the knowledge of the directors and senior officers of the Company, as at December 31, 2019, no person or corporation beneficially owns or exercises control or direction over common shares of the Company carrying more than 10% of the voting rights attached to all common shares of the Company other than as set out below:

	Type of unit	**Percentage of outstanding units**	**Number of units**
Golkonda LLC	Class A	84%	14,597

12. Exploration Expenditures

The following table reflects the exploration expenditures incurred in the years ended December 31, 2019 and 2018:

Year Ended December 31,		2019		2018
Drilling	$	43,397	$	225,214
Permitting		28,653		47,064
Reclamation obligation		142,465		58,190
Geological		692,692		785,611
Land		125,593		118,503
Metallurgy		-		578
Geophysics		138,129		-
Total expenses	$	1,142,276	$	1,188,096

13. General and Administrative Expenses

The following table reflects general and administrative expenses incurred in the years ended December 31, 2019 and 2018:

Year Ended December 31,		2019		2018
Director fees	$	25,000	$	25,000
Salaries		425,007		443,574
Office and general		225,943		146,310
Accounting fees		44,109		25,375
Consulting fees (note 11)		488,660		488,660
Legal fees		195,330		169,074
Depreciation		49,889		51,362
Total expenses	$	1,453,938	$	1,349,355

14. Loss Per Unit

The calculation of basic and diluted loss per unit for the year ended December 31, 2019 was based on the net Class B holders proportionate share of the net loss attributable to unitholders of $1,636,649 (December 31, 2018 - $2,537,069), the 6% cumulative unpaid dividends for the year totaling $1,976,265 (December 31, 2018 - $1,892,253) and the weighted average number of Class B units outstanding of 1,560 (December 31, 2018 – 1,560).

15. Subsequent Events

During the 2020 fiscal year, there was a global outbreak of COVID-19 ("Coronavirus"), which has had a significant impact on businesses through the restrictions put in place by the Canadian and U.S. governments regarding travel, business operations and isolation/quarantine orders. At this time, it is unknown the extent of the impact the Coronavirus outbreak may have on the Company as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the ultimate geographic spread of the disease, and the duration of the outbreak, including the duration of travel restrictions, business closures or disruptions, and quarantine/isolation measures that are currently, or may be put, in place by the U.S. government or local state authorities, and other countries to fight the virus. While the extent of the impact is unknown, the Company has employed new standards of operation and safety at its field sites. The company formally adopted the Association of Mineral Exploration in British Columbia's "COVID-19 Exploration Fieldwork Safety Guidelines". The guidelines define best practices for preventing and controlling the spread of COVID-19 in a remote exploration environment. Western Exploration LLC requires all contractors and employees to self-monitor their health at all times and not report to work if they have any associated symptoms. In addition, the Company monitors and records all employees' temperatures daily, has a one person to room policy, completes sanitization of all work and living areas regularly, limits office and works space to employees only. There has been no impact on operations as a result of COVID-19.

In May 2020, Agnico Eagle (USA) Limited (Agnico), entered into an agreement with the Company to subscribe to a total of 3,011 Class A Units for gross proceeds of $9 million. The investment is to be made in three tranches as follows:
1) First Tranche - $3 million through the issuance of 1,096 Class A units
2) Second Tranche - $3 million through the issuance of 1,096 Class A units
3) Third Tranche - $3 million through the issuance of 819 Class A units

The first tranche was completed on May 15, 2020 and the second tranche was completed on September 2, 2020 resulting in the issuance of 2,192 Class A Units of the Company.

On June 9, 2020, the Company issued 111 Class A units for total cash proceeds of $302,000.

On July 25, 2020, the Company issued units to certain Board and Management members to extinguish outstanding debt. The Company issued 67 Class A units to Mr. Marud, CEO in settlement of $125,700 of advances to the Company (see note 11) and $56,250 in deferred compensation held as due to related party. In addition, 150 Class A units were issued to Coral Reef LLC in settlement of amounts totaling $411,057 held in due to related party.

On August 4, 2020 the Company issued 38 Class A units for total cash proceeds of $105,000.

On October 9, 2020, Agnico and Western entered into an Amended Subscription Agreement whereby the Third Tranche was split into an Initial Third Tranche of US$1 million and a Final Third Tranche of $2 million. The Initial Third Tranche was due on or before October 26, 2020 and the Final Third Tranche is executable within 20 days of the assay results from Phase 2 being received. Agnico executed the Initial Third Tranche on October 23, 2020 and as a result 273 Class A shares were issued. As of December 31, 2020 assays from Tranche 2 drilling are still outstanding and Agnico has not been notified of their 20-day notice for the Final Third Tranche.

15. Subsequent Events (continued)

On February 19, 2021, Western entered into a definitive arrangement agreement with Crystal Peak Minerals Inc. ("**Crystal Peak**"), which the parties first amended on July 12, 2021, and further amended on October 12, 2021 and November 9, 2021 (as amended, the "**Arrangement Agreement**"). The transactions described in the Arrangement Agreement will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under Part 9, Division 5 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), following the anticipated continuance of Crystal Peak from the YukonTerritory to British Columbia, which is required in order for the Arrangement to proceed under the BCBCA. The Arrangement will result in a "Reverse Takeover" (as defined in the policies of the TSX Venture Exchange (the "**Exchange**")) of Crystal Peak by Western, with the resulting company (the "**Resulting Issuer**") continuing under the name "Western Exploration Inc." or such other name as Western may direct.

On June 9, 2021, the Company entered into a series of Promissory Notes totaling $275,000 with certain Officers and Directors of the Company. Under the terms of the Notes, the Company promises to pay to the order of the noteholder or its registered assigns, the principal amount or such lesser amount as shall equal the outstanding principal amount hereof, together with simple interest from the date of the Promissory Note (the *"Note")* on the unpaid principal balance at a rate equal to 15% per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal, together with any then accrued but unpaid interest and any other amounts payable hereunder, shall be due and payable on the earliest to occur of (i) fifteen days following the demand of Holder, which demand may not be made earlier than June 9, 2022*,* (ii) the occurrence of an Event of Default, or (iii) such other time as expressly provided forin the Note.

On October 5, 2021, Western LLC entered into a Purchase and Sale Agreement with Marigold Mining Company ("Marigold") for the sale of a retained resource discovery payment and a royalty on property sold to Marigold on January 23, 2019 (see note *6. Mineral Properties* above). The sale resulted in Western LLC receiving cash in the amount of US $1,650,000.

On October 13, 2021 and in accordance with the arrangement agreement, Crystal Peak, completed a private placement for subscription receipts of Crystal Peak (the "Subscription Receipts") for gross proceeds of CAD $5,959,680 (the "Financing"). Each Subscription Receipt will entitle the holder thereof to receive, for no additional consideration and without further action on the part of the holder thereof, on or about the date the Reverse Takeover is completed, one common share and one warrant of the Resulting Issuer after giving effect to the completion of the Reverse Takeover.

16. First Time Adoption of International Financial Reporting Standards ("IFRS")

IFRS 1, *First Time Adoption of International Financial Reporting Standards,* requires that comparative financial information be provided. As a result, the first date at which the Company has applied IFRS was January 1, 2018 (the "Transition Date"). IFRS 1 requires first time adopters to retrospectively apply all effective IFRS standards as of the reporting date, which for the Company will be December 31, 2018. However, it also provides for certain optional exemptions and certain mandatory exceptions for first time IFRS adoption. Prior to transition to IFRS, the Company prepared its financial statements in accordance with U.S. generally accepted accounting principles ("U.S. GAAP").

Mandatory exceptions

Estimates

The estimates previously made by the Company under U.S. GAAP were not revised for the application of IFRS, except where necessary to reflect any difference in accounting policy or where there was objective evidence that those estimates were in error. As a result, the Company has not used hindsight to revise estimates.

On Transition from the application of U.S. GAAP to the application of IFRS, no differences were found on re-measurement of the net assets, liabilities, and shareholders' equity of the Company as at January 1, 2018.

WESTERN EXPLORATION, LLC

CONDENSED INTERIM FINANCIAL STATEMENTS

THREE AND SIX MONTHS ENDED
JUNE 30, 2021 AND 2020

(EXPRESSED IN U.S. DOLLARS)

(UNAUDITED)

TABLE OF CONTENTS

FINANCIAL STATEMENTS

Condensed interim Statements of Financial Position 3

Condensed interim Statements of Loss and Comprehensive Loss..... 4

Condensed interim Statements of Changes in Members' Equity..... 5

Condensed interim Statements of Cash Flows 6

Condensed interim Notes to the Financial Statements..... 7

WESTERN EXPLORATION, LLC
STATEMENTS OF FINANCIAL POSTION
(EXPRESSED IN US DOLLARS)

As at	June 30, 2021 (Unaudited)	December 31, 2020 (Audited)
ASSETS		
Current Assets		
Cash	**$ 369,303**	$ 1,065,085
Prepaid expenses	**10,731**	31,897
	380,033	1,096,982
Non-current Assets		
Mineral properties (note 6)	**7,865,000**	7,865,000
Property and equipment (note 7)	**118,286**	80,719
Restricted cash (note 5)	**647,735**	814,147
Deposits	**5,286**	5,286
	8,636,307	8,765,152
Total Assets	**$ 9,016,341**	$ 9,862,134
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable and accrued liabilities (note 8)	**$ 646,591**	$ 268,991
Related party promissory notes (note 11)	**277,373**	$ -
Due to related party (note 11)	**1,305,501**	1,299,251
	2,229,465	1,568,242
Non-current Liabilities		
Reclamation provision (note 9)	**427,775**	401,540
	427,775	401,540
Total Liabilities	**2,657,240**	1,969,782
Members' equity		
Class A Members' contributions (note 10)	**34,189,325**	34,189,325
Class A-1 Members' contributions (note 10)	**7,000,000**	7,000,000
Class B Members' contributions (note 10)	**3,333,333**	3,333,333
Contributed surplus	**14,779,061**	14,779,061
Accumulated deficit	**(52,942,618)**	(51,409,367)
Total Members' Equity	**6,359,101**	7,892,352
Total Liabilities and Members' Equity	**$ 9,016,341**	$ 9,862,134

(Signed) "Brian Kennedy", Director

(Signed) "Carmen Fimiani", Director

The accompanying notes to the interim financial statements are an integral part of these statements.

WESTERN EXPLORATION, LLC
STATEMENTS OF LOSS AND COMPREHENSIVE LOSS
FOR THE THREE AND SIX MONTHS ENDED JUNE 30, 2021 and 2020
(EXPRESSED IN US DOLLARS)
(Unaudited)

	Three Months Ended June 30, 2021	Three Months Ended June 30, 2020	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020
Operating expenses				
Exploration and evaluation expenditures (note 12)	$ 212,288	$ 606,158	$ 493,635	$ 680,357
General and administrative expenses (note 13)	701,525	382,541	1,008,192	714,967
	913,813	988,699	1,501,827	1,395,324
Other income (expense)				
Foreign exchange loss	-	-	2,878	-
Other (income)	(25)	(539)	(61)	(481)
Interest expense	2,373	-	2,373	-
Government grant (note 14)	-	(62,500)	-	(62,500)
Accretion expense (note 9)	13,118	-	26,235	-
	15,466	(63,039)	31,424	(62,981)
Net loss and comprehensive loss for the period	$ (929,279)	$ (925,660)	$ (1,533,251)	$ (1,332,343)
Basic and diluted net loss per unit (note 15)	(76.22)	(80.25)	(136.32)	(132.75)

The accompanying notes to the interim financial statements are an integral part of these statements.

WESTERN EXPLORATION, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
FOR THE SIX MONTHS ENDED JUNE 30, 2021
(EXPRESSED IN US DOLLARS)

	Members' Contributions	Contributed Surplus	Accumulated Deficit	Total
Balance at December 31, 2019	**$ 36,522,651**	**$ 14,779,061**	**$ (44,188,994)**	**$ 7,112,718**
Capital contributions - Class "A" units	3,302,000	-	-	3,302,000
Capital contributions - Class "A-1" units	-	-	-	-
Capital contributions - Class "B" units	-	-	-	-
Net loss	-	-	(1,332,343)	(1,332,343)
Balance at June 30, 2020	**$ 39,824,651**	**$ 14,779,061**	**$ (45,521,337)**	**$ 9,082,375**
Capital contributions - Class "A" units	4,698,007	-	-	4,698,007
Capital contributions - Class "A-1" units	-	-	-	-
Capital contributions - Class "B" units	-	-	-	-
Net loss	-	-	(5,888,030)	(5,888,030)
Balance at December 31, 2020	**$ 44,522,658**	**$ 14,779,061**	**$ (51,409,367)**	**$ 7,892,352**
Capital contributions - Class "A" units	-	-	-	-
Capital contributions - Class "A-1" units	-	-	-	-
Capital contributions - Class "B" units	-	-	-	-
Net loss	-	-	(1,533,251)	(1,533,251)
Balance at June 30, 2021	**$ 44,522,658**	**$ 14,779,061**	**$ (52,942,618)**	**$ 6,359,101**

The accompanying notes to the interim financial statements are an integral part of these statements.

WESTERN EXPLORATION, LLC
STATEMENTS OF CASH FLOWS
FOR THE SIX MONTHS ENDED JUNE 30, 2021 and 2020
(EXPRESSED IN US DOLLARS)

	Six Months Ended June, 30 2021	Six Months Ended June, 30 2020
Operating Activities		
Net loss	**$ (1,533,251)**	$ (1,332,343)
Adjustments to reconcile net loss to net cash:		
Depreciation expense	**6,269**	20,310
Accretion expense	**26,235**	557
Accrued interest	**2,373**	-
Changes in operating assets and liabilities:		
Deposits	**-**	12,346
Prepaids	**21,166**	-
Due to related party	**6,250**	254,345
Accounts payable and accrued liabilities	**377,600**	(49,329)
Cash used in operating activities	**(1,093,358)**	(1,094,114)
Investing Activities		
Acquisition of property and equipment	**(43,836)**	(11,967)
Increase in restricted cash	**-**	(300,300)
Cash used in investing activities	**(43,836)**	(312,267)
Financing Activities		
Proceeds from loan payable	**275,000**	-
Proceeds from capital contributions	**-**	3,302,000
Cash provided by financing activities	**275,000**	3,302,000
Net change in cash	**(862,194)**	1,895,619
Cash, beginning of period	**1,879,232**	1,325,939
Cash, end of period	**$ 1,017,038**	$ 3,221,558
Reconciliation of cash and restricted cash:		
Cash	$ 369,303	$ 2,407,411
Restricted cash in other non-current assets	647,735	814,147
Total cash and restricted cash	$ 1,017,038	$ 3,221,558
Supplemental Cash Flow Information		
Government grant (note14)	$ -	$ 62,500

The accompanying notes to the interim financial statements are an integral part of these statements.

1. Nature of Operations

Western Exploration LLC (an exploration stage company referred to as the "Company" or "Western") was originally incorporated in the state of Nevada on July 11, 1997 as Western Exploration, Inc. (the "Corporation"). In September 2013, a conversion was executed pursuant to Nevada Revised Statue 92A.105 whereby the Corporation was converted into a limited liability company (LLC). The Company's main office is located in the United States at 121 Woodland Avenue in Reno, Nevada.

The Company is engaged in the business of exploration, acquisition, development and mining (if warranted) of precious metal and other mineral deposits in the State of Nevada. All the Company's projects are conducted pursuant to claims, leases, permits, and licenses granted by appropriate authorities or on fee land owned by the Company. In the future, when deemed appropriate certain projects may be pursued on a joint venture basis to share the associated risk and to assist in the project funding.

During the 2020 fiscal year, there was a global outbreak of COVID-19 ("Coronavirus"), which has had a significant impact on businesses through the restrictions put in place by the Canadian and U.S. governments regarding travel, business operations and isolation/quarantine orders. At this time, it is unknown the extent of the impact the Coronavirus outbreak may have on the Company as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the ultimate geographic spread of the disease, and the duration of the outbreak, including the duration of travel restrictions, business closures or disruptions, and quarantine/isolation measures that are currently, or may be put, in place by the U.S. government or local state authorities, and other countries to fight the virus. While the extent of the impact is unknown, the Company has employed new standards of operation and safety at its field sites. The company formally adopted the Association of Mineral Exploration in British Columbia's "COVID-19 Exploration Fieldwork Safety Guidelines". The guidelines define best practices for preventing and controlling the spread of COVID-19 in a remote exploration environment. Western Exploration LLC requires all contractors and employees to self-monitor their health at all times and not report to work if they have any associated symptoms. In addition, the Company monitors and records all employees' temperatures daily, has a one person to room policy, completes sanitization of all work and living areas regularly, limits office and works space to employees only. There has been no impact on operations as a result of COVID-19.

2. Summary of Significant Accounting Policies

(a) Statement of compliance

The Company applies International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations issued by the International Financial Reporting Interpretations Committee ("IFRIC"). These condensed interim financial statements have been prepared in accordance with International Accounting Standard 34, Interim Financial Reporting. Accordingly, they do not include all of the information required for full annual financial statements required by IFRS as issued by IASB and interpretations issued by IFRIC.

The policies applied in these condensed interim financial statements are based on IFRSs issued and outstanding as at November 12, 2021, the date the Board of Directors approved the statements. The same accounting policies and methods of computation are followed in these condensed interim financial statements as compared with the most recent annual financial statements as at and for the year ended December 31, 2020.

2. Summary of Significant Accounting Policies (continued)

These condensed interim financial statements and the accompanying notes were prepared using the accounting policies described in note 2 to the annual financial statements except as discussed in note 2 herein.

(b) Significant accounting estimates

The preparation of the condensed interim financial statements in conformity with IFRS requires management to make estimates and judgments that affect amounts reported in the condensed interim financial statements.

Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances, and subject to measurement uncertainty. The effect on the condensed interim financial statements of changes in such estimates in future reporting periods could be significant. Significant estimates and areas where judgment is applied that have significant effect on the amount recognized in the condensed interim financial statements include:

Determination of, and provision for, reclamation and remediation obligations
The Company assesses its provision for reclamation obligations on an annual basis or when new material information becomes available. Accounting for reclamation and remediation obligations requires management to make estimates of the future costs the Company will incur to complete the reclamation and remediation work required to comply with existing laws and regulations. Actual costs incurred may differ from those amounts estimated. Also, future changes to environmental laws and regulations could increase the extent of reclamation and remediation work required to be performed by the Company. Increases in future costs could materially impact the amounts charged to operations for reclamation and remediation.

Going concern
The assessment of the Company's ability to continue as a going concern and to raise sufficient funds to pay for its ongoing operating expenditures, meet its liabilities for the ensuing year, and to fund planned and contractual exploration programs, involves significant judgment based on historical experience and other factors, including expectation of future events that are believed to be reasonable under the circumstances.

Impairment of long-lived assets
The carrying value of mineral property acquisition costs is reviewed each reporting period to determine whether there is any indication of impairment. The determination of the impairment involves the application of several significant judgments and estimates to certain variables including metal price trends, plans for properties, and the results of exploration and evaluation to date.

The recoverability of exploration and evaluation assets
The application of the Company's accounting policy for exploration and evaluation expenditures requires judgment in determining whether it is likely that future economic benefits will flow to the Company, which may be based on assumptions about future events or circumstances. Estimates and assumptions made may change if new information becomes available. If, after an expenditure has been capitalized, information becomes available suggesting that the recovery of the expenditure is unlikely, the amount capitalized is written off to profit or loss in the period the new information becomes available.

3. Financial Risk Management

The Company's financial instruments include cash and restricted cash which are classified as financial assets measured at amortized cost, accounts payable and accrued liabilities, and due to related parties and promissory notes, which are classified as financial liabilities measured at amortized cost. The carrying values of the Company's financial instruments approximate fair value due to their short-term nature.

The Company's financial instruments are exposed to certain financial risks, including interest rate risk, liquidity risk, and credit risk. The Company's exposure to these risks and its methods of managing the risks are summarized as follows:

(i) Interest Rate Risk
Interest rate risk is the risk that future cash flows will fluctuate because of changes in market interest rates. The Company is not exposed to material interest rate risk.

(ii) Liquidity Risk
Liquidity risk is the risk that the Company will be unable to meet financial obligations as they fall due. The Company's approach to managing liquidity risk is to provide reasonable assurance that it will have sufficient funds to meet liabilities when due by forecasting cash flows for operations, anticipated investing and financing activities and through management of its capital structure. As at June 30, 2021 and December 31, 2020, all the Company's financial liabilities are either due immediately or have contractual maturities of less than 90 days.

(iii) Credit Risk
Credit risk is the risk that a counterparty to a financial instrument will fail to discharge its contractual obligations. The Company is mainly exposed to credit risk with respect to managing its cash and reclamation bonds. The Company's risk management policies require that significant cash deposits are held with U.S. FDIC insured banks. All investments must be less than one year in duration.

4. Capital Risk Management

The Company's capital is the members' equity balance. The Company's objectives in managing its capital are to maintain the ability to continue as a going concern and to continue to explore the Company's mineral properties for the benefit of its shareholders. To effectively manage the Company's capital requirements, the Company has a planning and budgeting process in place setting out the expenditures required to meet its strategic goals. The Company compares actual expenses to budget on all exploration projects and overhead to manage costs, commitments, and exploration activities. As the Company is in the exploration stage, its operations have been substantially funded by the issuance of member units and mineral property earn-in agreements. The Company is not subject to any externally imposed credit or capital requirements. However, the Company will continue to rely on such funding depending upon market and economic conditions at the time. There have been no changes in the Company's approach to capital management during the six months ended June 30, 2021.

5. Restricted Cash

The Company held restricted cash outstanding in the amounts of $647,735 and $814,147 as at June 30, 2021, and December, 31, 2020, respectively, for the Wood Gulch and Doby George Projects as required by the U.S. Forest Service and Bureau of Land Management.

These amounts are held in a bank account and are restricted for use to cover current and future reclamation obligations.

6. Mineral Properties

Total mineral property acquisition costs as at June 30, 2021, and December 31, 2020 were as follows:

Balance at January 1, 2020	**$**	**7,865,000**
Additions		-
(Impairments)		-
Balance at June 30, 2020	**$**	**7,865,000**
Additions		-
(Impairments)		-
Balance at December 31, 2020	**$**	**7,865,000**
Additions		-
(Impairments)		-
Balance at June 30, 2021	**$**	**7,865,000**

Aura Project

The Aura project consists of 709 unpatented lode mining claims, totaling 12,848 acres, and mineral leases on 2,296 acres of fee land in nine different parcels. The Aura project is an amalgamation of three projects, Doby George, IL Ranch and Wood Gulch.

The current mineral lease agreement has an expiration date of December 31, 2031.

The Aura project is subject to a 2% Net Smelter Royalty (NSR) on precious metals and a 1.4% NSR on base metals payable to IL Minerals LLC. RG Royalties holds a 2% NSR after the first 400,000 ounces of gold production at Doby George. When the RG Royalties royalty becomes effective the IL Minerals NSR decreases to 1% on the RG Royalties area. There is also additional 1% NSR and production royalties ranging from .1% to 1% payable to Tyler Shepard on claims overlying the Wood Gulch.

Trout Creek Project

In January 2019, the Company purchased property and water rights for certain properties from Doby George, LLC for $100,000. Subsequently, the property and water rights were sold to Marigold Mining Company for $1,050,000. As part of the sale agreement, Western is entitled to a top up payment of up to $4,000,000 in cash proceeds based on exploration success as well as up to a 1% NSR on the property. The Company realized a gain of $950,000, (included in the Loss and Comprehensive Loss). Silver Standard the parent company of Marigold Mining Company purchased 187 Class A units for $999,999 (note 10).

7. Property and Equipment

Cost		Fixed assets
Balance, January 1, 2020	**$**	**419,148**
Additions		11,967
Balance, June 30, 2020	**$**	**431,115**
Additions		23,970
Balance, December 31, 2020	**$**	**452,357**
Additions		43,836
Balance, June 30, 2021	**$**	**496,193**

Accumulated Depreciation		Fixed assets
Balance, January 1, 2020	**$**	**341,176**
Depreciation for the period		20,310
Balance, June 30, 2020	**$**	**361,486**
Depreciation for the period		12,880
Balance, December 31, 2020	**$**	**371,638**
Depreciation for the period		6,269
Balance, June 30, 2021	**$**	**377,907**

Carrying amount		Fixed assets
Balance, December 31, 2020	**$**	**80,719**
Balance, June 30, 2021	**$**	**118,286**

8. Accounts Payable and Accrued Liabilities

	June 30, 2021	December 31, 2020
Due within the next year:		
Trade payables	$ 585,388	$ 109,605
Accrued liabilities	61,204	159,386
	$ 646,591	**$ 268,991**

9. Reclamation Provision

The provision for environmental rehabilitation consists of land rehabilitation and related costs. Although the ultimate amount of the environment rehabilitation provision is uncertain, the amount of these obligations is based on information currently available, including closure plans and the Company's interpretation of current regulatory requirements.

The provision for environmental rehabilitation relates to reclamation and closure costs of the Company's Aura Project. The undiscounted provision for environmental rehabilitation is estimated at $379,488 as at June 30, 2021 (December 31, 2020: $379,488), over a period of 4-5 years, and discounted using a risk-free rate of 0.46% per annum and an inflation rate of 5.40%.

Balance as of January 1, 2020	**$**	**359,433**
Add: Accretion		-
Add: Additional disturbance		-
Balance as of June 30, 2020	**$**	**359,433**
Add: Accretion		1,114
Add: Additional disturbance		40,993
Balance as of December 31, 2020	**$**	**401,540**
Add: Accretion		26,235
Add: Additional disturbance		-
Balance as of June 30, 2021	**$**	**427,775**

10. Capital Contributions

Membership interests in the Company are represented by units consisting of four classes: "Class A", "Class A-1", "Class B", and "Common units". Class A, Class A-1 and Class B units entitle the holders to share in the income, gains, losses, deductions, credit, or similar items of distribution. Class A and Class A-1 membership interests have a distribution priority equal to a cumulative 6% annual return, compounded annually on any unreturned capital contributions.

Common units are reserved for employees and managers of the Company as incentives. Never to exceed 10% of the total issued and outstanding units at any given time, these units entitle the holder to share in profits as decided by the appointed Management Committee.

10. Capital Contributions (continued)

Units issued for the six months ended June 30, 2021 and 2020 are as follows:

	Number of Units		
	Class A	**Class A-1**	**Class B**
Balance - January 1, 2020	**14,804**	**993**	**1,560**
Class A units issued to Agnico Eagle (USA) Limited May 15, 2020	1,096		
Class A units issued to Golkonda LLC June 9, 2020	111		
Balance - June 30, 2020	**16,011**	**993**	**1,560**
Class A units issued to Coral Reef July 25, 2020	150		
Class A units issued to Darcy Marud July 25, 2020	67		
Class A units issued to Golkonda LLC August 4, 2020	38		
Class A units issued to Agnico Eagle (USA) Limited September 2, 2020	1,096		
Class A units issued to Agnico Eagle (USA) Limited October 23, 2020	273		
Balance - December 31, 2020 and June 30, 2021	**17,635**	**993**	**1,560**

Capital contributions for the six months ended June 30, 2021 and 2020 are as follows:

	Number of Units			
	Class A	**Class A-1**	**Class B**	**Amount US $**
Balance - January 1, 2020	**$ 26,189,318**	**$ 7,000,000**	**$ 3,333,333**	**$ 36,522,651**
Class A units issued to Agnico Eagle (USA) Limited May 15, 2020	3,000,000			3,000,000
Class A units issued to Golkonda LLC June 9, 2020	302,000			302,000
Balance - June 30, 2020	**$ 29,491,318**	**$ 7,000,000**	**$ 3,333,333**	**$ 39,824,651**
Class A units issued to Coral Reef July 25, 2020	411,057			411,057
Class A units issued to Darcy Marud July 25, 2020	181,950			181,950
Class A units issued to Golkonda LLC August 4, 2020	105,000			105,000
Class A units issued to Agnico Eagle (USA) Limited September 2, 2020	3,000,000			3,000,000
Class A units issued to Agnico Eagle (USA) Limited October 23, 2020	1,000,000			1,000,000
Balance - December 31, 2020 and June 30, 2021	**$ 34,189,325**	**$ 7,000,000**	**$ 3,333,333**	**$ 44,522,658**

10. Capital Contributions (continued)

In May 2020, Agnico Eagle (USA) Limited (Agnico), entered into an agreement with the Company to subscribe to a total of 3,011 Class A Units for gross proceeds of $9 million. The investment is to be made in three tranches as follows:

1) First Tranche - $3 million through the issuance of 1,096 Class A units
2) Second Tranche - $3 million through the issuance of 1,096 Class A units
3) Third Tranche - $3 million through the issuance of 819 Class A units

As part of the agreement, the Company must use the proceeds raised as follows:

1) First Tranche – A minimum of $2.6 million is to be used on exploration expenses at the Gravel Creek Property
2) Second Tranche – A minimum of $2.7 million is to be used on exploration expenses at the Gravel Creek Property
3) Third Tranche – A minimum of $2.7 million is to be used on exploration expenses at the Gravel Creek Property

The first tranche was completed on May 15, 2020 and the second tranche was completed on September 2, 2020 resulting in the issuance of 2,192 Class A Units of the Company.

On June 9, 2020, the Company issued 111 Class A units for total cash proceeds of $302,000.

On July 25, 2020, the Company issued units to certain Board and Management members to extinguish outstanding debt. The Company issued 67 Class A units to Mr. Marud, CEO in settlement of $125,700 of advances to the Company (see note 11) and $56,250 in deferred compensation held as due to related party. In addition, 150 Class A units were issued to Coral Reef LLC in settlement of amounts totaling $411,057 held in due to related party.

On August 4, 2020 the Company issued 38 Class A units for total cash proceeds of $105,000.

On October 9, 2020, Agnico and Western entered into an Amended Subscription Agreement whereby the Third Tranche was split into an Initial Third Tranche of US$1 million and a Final Third Tranche of $2 million. The Initial Third Tranche was due on or before October 26, 2020 and the Final Third Tranche is executable within 20 days of the assay results from Phase 2 being received. Agnico executed the Initial Third Tranche on October 23, 2020 and as a result 273 Class A shares were issued. All assays were received in early 2021 but due to the delay in receiving the assays, drilling was suspended, and the Final Third Tranche was not completed. Agnico and Western have left the Final Third Tranche open as a future option for Agnico.

Incentive Units

On October 1, 2020, a total of 1,639 incentive units were granted to certain officers, directors and consultants of the Company, with each incentive unit convertible into one common unit of the Company at no additional cost to the holder. Under the terms of the incentive units, a total of 1,357 incentive units are to vest immediately, with 59 units vesting on November 1, 2020, 23 units vesting on Jan 1, 2021, 23 units vesting on January 1, 2022 and the remaining 177 vesting upon the achievement of certain performance measures. The incentive units were estimated to have a nominal fair value as at the date of grant due to the subordinate nature of common units.

11. Related Party Transactions

Related parties include the Board of Directors, officers, and enterprises that are controlled by these individuals as well as certain persons performing similar functions. The below noted transactions are in the normal course of business and are measured at the amount as agreed to by the parties and approved by the Board of Directors in strict adherence to conflict of interest laws and regulations. The Company considers key management to be officers and directors of the Company.

During the three and six months ended June 30, 2021 and 2020, the Company paid, or accrued remuneration to key management of the Company as follows:

	Three Months Ended June 30, 2021	Three Months Ended June 30, 2020	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020
Salaries and fees (i)	$62,500	$68,750	$125,000	$132,000
Director's fees (ii)	$6,250	$6,250	$12,500	$12,500

(i) As at June 30, 2021, $6,250 (December 31, 2020- $6,250) was due to an officer of the Company and this amount was included in due to related party.
(ii) As at June 30, 2021, directors were owed $12,500 (December 31, 2020 - $6,250) and this amount was included in accounts payable and accrued liabilities.

A corporation controlled by Marceau Schlumberger, an officer of the Company, was paid or accrued consulting fees of $nil for the six months ended June 30, 2021 (June 30, 2020 - $244,330). As at June 30, 2021, this corporation was owed $1,299,251 (year ended December 31, 2020 - $1,299,251).

On June 9, 2021, the Company entered into a series of Promissory Notes totaling $275,000 with certain Officers and Directors of the Company. Under the terms of the Notes, the Company promises to pay to the order of the noteholder or its registered assigns, the principal amount or such lesser amount as shall equal the outstanding principal amount hereof, together with simple interest from the date of the Promissory Note (the *"Note")* on the unpaid principal balance at a rate equal to 15% per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal, together with any then accrued but unpaid interest and any other amounts payable hereunder, shall be due and payable on the earliest to occur of (i) fifteen days following the demand of Holder, which demand may not be made earlier than June 9, 2022, (ii) the occurrence of an Event of Default, or (iii) such other time as expressly provided forin the Note.

As at June 30, 2021 principal and accrued interest on the promissory notes was $277,373 (June 30, 2020 - $0). For the six months ended June 30, 2021 interest expense was $2,373 (June 30, 2020 - $0).

Major unitholder:

To the knowledge of the directors and senior officers of the Company, as at June 30, 2021, no person or corporation beneficially owns or exercises control or direction over common shares of the Company carrying more than 10% of the voting rights attached to all common shares of the Company other than as set out below:

11. Related Party Transactions (continued)

	Type of unit	Percentage of outstanding units	Number of units
Golkonda LLC	Class A	73.04%	14,745.62
Agnico Eagle (USA) Ltd	Class A and A-1	17.23%	3,478.49

12. Exploration Expenditures

The following table reflects the exploration and evaluation expenditures incurred in the three and six months ended June 30, 2021 and 2020:

	Three Months Ended June 30, 2021	Three Months Ended June 30, 2020	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020
Drilling	$ 35,671	$ 389,291	$ 161,772	$ 391,775
Permitting	25,092	10,890	26,304	13,191
Geological	148,255	205,977	301,713	275,072
Land	120	-	696	319
Metallurgy	3,150	-	3,150	-
Geophysics	-	-	-	-
	$ 212,288	**$ 606,158**	**$ 493,635**	**$ 680,357**

13. General and Administrative Expenses

The following table reflects general and administrative expenses incurred in the three and six months ended June 30, 2021 and 2020:

	Three Months Ended June 30, 2021	Three Months Ended June 30, 2020	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020
Director fees	$ 6,250	$ 6,250	$ 12,500	$ 12,500
Salary	100,035	108,765	200,420	210,239
Office and general	59,281	56,420	129,832	106,501
Accounting fees	60,653	42,400	74,710	57,220
Consulting fees (note 11)	-	122,165	-	244,330
Legal fees	472,172	35,674	574,024	63,867
Depreciation	3,134	10,867	6,269	20,310
Regulatory fees	-	-	10,437	-
	$ 701,525	**$ 382,541**	**$ 1,008,192**	**$ 714,967**

14. Government grant

During the six-month period ended June 30, 2020, the Company applied for an SBA Payroll Protection Loan ("PPL") that is overseen by the U.S. Treasury Department and enacted to provide cash flow assistance to small business employers to help retain workers and maintain payroll during the current economic uncertainties associated with COVID-19. On May 19, 2020, the Company received proceeds totaling $62,500 in connection with the PPL. Under the terms of the PPL, the Company may apply for loan forgiveness on all eligible expenses up to a maximum of the total principal balance on the loan. As of June 30, 2020, the Company has incurred the maximum amount of eligible expenses resulting in amounts totaling $62,500 to be forgiven. In connection with the principal balance to be forgiven, $nil ($62,500 – June 30, 2020) has been included in other income on the statement of loss and comprehensive loss.

15. Net Loss Per Unit

The calculation of basic and diluted loss per unit for the six months ended June 30, 2021 was based on the Class B holders proportionate share of the net loss attributable to unitholders of $1,533,251 (June 30, 2020 - $1,332,343), the 6% cumulative unpaid dividends for the six months ended June 30, 2021 totaling $1,218,753 (June 30, 2020 - $1,011,223) and the weighted average number of Class B units outstanding of 1,560 (June 30, 2020– 1,560).

16. Subsequent Events

On February 19, 2021, Western entered into a definitive arrangement agreement with Crystal Peak Minerals Inc. ("**Crystal Peak**"), which the parties first amended on July 12, 2021, and further amended on October 12, 2021 and November 9, 2021 (as amended, the "**Arrangement Agreement**"). The transactions described in the Arrangement Agreement will be effected pursuant to a statutory plan of arrangement (the "**Arrangement**") under Part 9, Division 5 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), following the anticipated continuance of Crystal Peak from the YukonTerritory to British Columbia, which is required in order for the Arrangement to proceed under the BCBCA. The Arrangement will result in a "Reverse Takeover" (as defined in the policies of the TSX Venture Exchange (the "**Exchange**")) of Crystal Peak by Western, with the resulting company (the "**Resulting Issuer**") continuing under the name "Western Exploration Inc." or such other name as Western may direct.

On October 5, 2021, Western LLC entered into a Purchase and Sale Agreement with Marigold Mining Company ("Marigold") for the sale of a retained resource discovery payment and a royalty on property sold to Marigold on January 23, 2019 (see note *6. Mineral Properties* above). The sale resulted in Western LLC receiving cash in the amount of US $1,650,000.

On October 13, 2021 and in accordance with the arrangement agreement, Crystal Peak, completed a private placement for subscription receipts of Crystal Peak (the "Subscription Receipts") for gross proceeds of CAD $5,959,680 (the "Financing"). Each Subscription Receipt will entitle the holder thereof to receive, for no additional consideration and without further action on the part of the holder thereof, on or about the date the Reverse Takeover is completed, one common share and one warrant of the Resulting Issuer after giving effect to the completion of the Reverse Takeover.

APPENDIX "L"
MANAGEMENT'S DISCUSSION AND ANALYSIS OF WESTERN EXPLORATION

Table of Contents

Western Exploration LLC Annual MD&A for the years ended December 31, 2020 and 2019 ..... L-2

Western Exploration LLC Interim MD&A for the interim period ended June 30, 2021..... L-20



Western Exploration

A Legacy of Discovery

WESTERN EXPLORATION

MANAGEMENT'S DISCUSSION & ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2020.

DATED: November 12, 2021

Management Discussion and Analysis

This Management's Discussion and Analysis ("MD&A") compares the financial results of Western Exploration LLC, ("Western" or the "Company") for the year ended December 31, 2020 ("fiscal 2020") with the comparable period in 2019 ("fiscal 2019"). This MD&A has been prepared as at November 12, 2021 and should be read in conjunction with the audited consolidated financial statements and accompanying notes for the year ended December 31, 2020 and the MD&A for all relevant periods.

Financial information for fiscal 2020 and the same period 2019 set forth in this MDA has been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and Interpretations issued by the International Financial Reporting Interpretations Committee ("IFRIC").

All amounts are presented in US$ unless otherwise stated.

History of the Company

Western was incorporated in the state of Nevada on July 11, 1997 as Western Exploration, Inc. In September 2013, a conversion was executed pursuant to Nevada Revised Statue 92A.105 whereby the Corporation was converted into a limited liability company. The Company's head office and principal address is 121 Woodland Avenue, Suite 140, Reno, Nevada 89523.

As a result of this conversion, the outstanding shares of the Corporation's capital stock were cancelled and the Corporation's sole shareholder (Western Exploration Holding Company) was the sole member of the resulting entity, Western Exploration LLC, and received ownership interests in Class B units valued at $3,333,333. On the conversion date, Western Exploration LLC and Golkonda LLC executed a unit purchase agreement for 3,000 Class A units at $1,000 per unit for total consideration of $3 million; an additional 2,000 Class A units at $1,000 were purchased subsequent to closing and Golkonda LLC became the manager of the Company. The unit purchase agreement also gave Golkonda LLC the option to purchase up to 2,778 additional Class A units for a period of four years at the purchase price of $3,600 per unit. Contributions under this unit purchase agreement were completed in 2015, for total consideration of $10,000,800. Upon notification to all members, additional capital contributions, as discussed in Note 10, are permissible under the amended and restated LLC agreement.

OVERVIEW

Western is principally engaged in the evaluation, acquisition and exploration of precious metal properties located in the state of Nevada. The Company's projects contain exploration targets ranging from early-stage exploration to advanced-stage resource delineation and expansion. The Company's business model is to build shareholder value through systematic project advancement while concurrently maintaining an opportunistic approach to the acquisition of additional precious metals properties. All the Company's projects are conducted pursuant to claims, leases, permits, and licenses granted by appropriate authorities or on fee land owned by the Company. In the future, when deemed appropriate certain projects may be pursued on a joint venture basis to share the associated risk and to assist in the project funding.

Mineral Projects

Western has an interest in one exploration project in Nevada and a residual interest for an NSR and an exploration success payment at a former project.

The Aura project is at an advanced exploration stage with numerous drilling campaigns having been completed and mineral resources. The Trout Creek project which was sold in 2019 was acquired from Doby George LLC in January 2019, for $100,000 and subsequently sold to Marigold Mining Company a subsidiary of SSR Mining for $2,050,000, ($1,050,000 in cash and $1,000,000 in subscription for 187 units of Class A units of Western) with a future net smelter royalty of up to 1%, and a maximum top up payment based on new resources of up to $4,000,000. The resulting sale of the property resulted in a gain of $950,000.

Aura Project, Elko County, Nevada

The Aura project is located 100 kilometers north of the city of Elko and 20 kilometers south of Mountain City. The project is located on public lands within the Mountain City Ranger District of the Humboldt-Toiyabe National Forest. Exploration activities are conducted under the terms of approved Plans of Operation effective through 2023 and 2024 for Doby George and Wood Gulch-Gravel Creek, respectively. The project consists of 709 unpatented lode mining claims totaling 12,848 acres and mineral leases on 2,296 acres of fee land in 9 different parcels. The property is subject to several NSR royalties of between 1 and 3%.

Mineral Resource Estimate

In July 2020, the Company updated the mineral resource estimate for the Aura Project to incorporate exploration results from the 2018 and 2019. In addition, reported resources were reported at an $1,800 gold price and were pit constrained at both Wood Gulch (Saddle and Southeast) and Doby George.

Estimated Indicated and Inferred Resources – Aura Project

INDICATED	Tonnes	Au (g/t)	Au (ozs)	Ag (g/t)	Ag (ozs)	Aueq (g/t)	Aueq(ozs)
Doby George[1]	12,922,000	0.98	407,000			0.98	407,000
Wood Gulch[2]							
Gravel Creek[3]	2,014,000	3.80	246,000	60.8	3,938,000	4.67	302,257
Total	**14,936,000**	**1.36**	**653,000**	**60.8**	**3,938,000**	**1.48**	**709,257**
INFERRED	**Tonnes**	**Au(g/t)**	**Au(ozs)**	**Ag (g/t)**	**Ag(ozs)**	**Aueq (g/t)**	**Aueq(ozs)**
Doby George[1]	4,999,000	0.73	118,000			0.73	118,000
Wood Gulch Saddle[2]	2,318,000	0.64	48,000	5.9	438,000	0.72	54,257
Wood Gulch Southeast[2]	2,037,000	0.69	45,000	5.6	369,000	0.77	50,271
Gravel Creek[3]	5,739,000	3.16	583,000	45.5	8,404,000	3.81	703,057
Total	**15,093,000**	**1.63**	**794,000**	**19.0**	**9,211,000**	**1.66**	**925,586**

$1,800 Gold price, 70:1 Ag:Au ratio

1. Pit Constrained 0.2 g/tAu cutoff oxide, 0.3 g/tAu cutoff for mixed. 1.4 g/tAu for unoxidized

2 Pit Constrained 0.3 g/tAueq cutoff

3 2.0 g/t Aueq cutoff

The Resource Estimate for the Aura Project was prepared by Steven Ristorcelli, CPG, Peter Ronning, P.Eng. of Mine Development Associates (MDA) and Jack S. MacPartland, M.M.S.A. of McClelland Labs in accordance with NI 43-101. NI 43-101 of the Canadian Securities Administrators – Standards for Disclosure for Mineral Projects – requires that each category of mineral reserves and mineral resources be reported separately. Readers should refer to the Company's continuous disclosure documents available at www.sedar.com for this detailed information, which is subject to the qualifications and notes therein.

The Technical Report recommended a 2 Phase exploration program for both Gravel Creek and Doby George. At Gravel Creek, 10,000 meters of drilling is recommended to expand and infill resources adjacent the current deposit. The drilling program would cost approximately $4,000,000 and if successful would justify a larger follow up drill campaign that would lead to the commencement a PEA. The PEA would cost approximately $200,000 to complete. At Doby George approximately $3,000,000 of drilling is proposed in Phase 1. The majority of the drilling would be completed with large diameter core drilling to provide samples for additional metallurgical test work. The test work would focus on optimizing crush size and heap leach recoveries and kinetics. The completion of the metallurgical work would lead to the commencement of a pre-feasibility study that would cost approximately $1,000,000 and take one year to complete.

In 2019, the Company compiled and evaluated all the soil geochemistry ever completed on the property for which data existed. This totaled 9,846 samples collected from 9 different campaigns between 1988 and 2017. The soil geochemistry highlighted the known areas of mineralization but also identified 25 other targets worthy of additional review and follow up. The Company also completed an airborne geophysical program of 2,133-line kilometers. The program consisted of magnetics across the entire project area and radiometrics across the central portion of the project overlying the resource areas. The magnetics was very good at mapping major throughgoing structures and geologic breaks and will help in future drill targeting. The company also spent the first half of 2019 with a desktop study of the Gravel Creek deposit focused on detailing the major ore controls and proposing locations for future drilling efforts to increase the size of the mineral resource. As a result of this study a drill campaign was designed to test the strike extensions of mineralization to the NW and SE as well as up dip and down dip. If successful, the next phase of drilling could easily double the footprint of the current resource area.

In 2020, the Company completed:

- a diamond drill program designed to test the extensions of the Gravel Creek deposit along strike and down dip. A total of 6,568 meters of core drilling was completed in 11 drill holes, WG444 to WG454.
- a program of soil geochemistry to extend the existing soil grid to the north by approximately 600 meters. A total of 361 soil samples were collected on 200-meter spaced lines with 100 meters between samples on lines.
- A scoping level metallurgical study of mineralization from the Gravel Creek mineral resource.

Between July 30 and November 8, 2020, the Company completed a diamond drill program focused on extensions of known controls to mineralization along strike to the NW and the SE (WG 446, 449, 451, 452 and 453), down dip of the main feeder zone (WG 444, 445, 447, 448 and 454) and in the overlying Micoene

rhyolites in the hanging wall of the main feeder structure, (WG450). Analytical results have been received for approximately 55% of all of the samples submitted to ALS Chemex for analysis.

Drilling confirms the Gravel Creek mineral resource alteration and mineralization continue along strike and down dip with modest step outs of 100 to 160 meters. Moreover, the drilling validates the presence and orientation of high-grade epithermal veins in the hanging wall of the mineral resource and within the main feeder structure. Drill results received to date are tabulated below and highlighted drill intercepts returned to date include:

Hole ID	Depth(m)	Drill Width(m)	Au (g/t)	Ag (g/t)
WG444	593.75	3.05	8.37	39.7
WG445	612.95	2.44	35.6	28.6
WG448	235.58	1.80	4.67	188.5
	610.36	11.43	3.05	23.2
WG450	252.37	3.66	4.35	190.8
	254.2	1.22	8.87	436.0
	409.93	0.30	37.1	1,951

Follow up drilling in 2021 will focus on infilling the sub vertical feeder zone, drill testing geophysical and geophysical anomalies to both the NW and NE of the current mineral resources.

(This section left intentionally blank)

Hole	Elevation (m)	Total Depth (m)	Coordinates North/East	Cutoff g/t Au	From (m)	To (m)	Drill Width (m)	Au g/t	Ag g/t
WG444	**2,200.66**	**694.20**	**4,616,402/587,014**	1.0	560.22	569.06	8.84	1.240	11.4
				3.0	593.75	596.80	3.05	8.370	39.7
				1.0	629.11	632.16	3.05	1.160	8.0
WG445	**2,194.56**	**821.90**	**4,616,266/587,223**	1.0	258.17	258.78	0.61	2.110	75.3
				1.0	263.96	265.63	1.68	1.210	82.3
				1.0	316.38	319.43	3.05	1.545	8.5
				1.0	510.84	513.44	2.59	1.245	145.0
				3.0	516.48	519.07	2.59	4.020	11.4
				1.0	562.20	562.81	0.61	1.715	14.3
				3.0	612.95	615.39	2.44	35.600	28.6
WG446	**2,109.83**	**648.77**	**4,615,928/587,323**	1.0	288.34	289.86	1.52	1.235	8.0
				1.0	609.45	611.89	2.44	1.145	17.7
WG447	**2,175.66**	**83.97**	**4,616,131/587,304**					NSR	NSR
WG448	**2,175.66**	**669.80**	**4,616,130/587,303**	1.0	233.78	235.58	1.80	4.670	188.5
			including	3.0	234.39	235.58	1.19	6.870	177.0
				1.0	292.00	293.52	1.52	1.580	4.1
				1.0	610.36	621.79	11.43	3.046	23.2
			including	3.0	610.36	612.80	2.44	9.160	62.8
				1.0	635.20	638.25	3.05	2.510	12.3
				3.0	635.20	636.73	1.52	3.270	16.4
				3.0	651.51	653.03	1.52	4.730	23.7
WG449	**2,182.06**	**644.80**	**4,616,485/586,934**	1.0	555.04	556.72	1.68	1.445	6.4
WG450	**2,109.83**	**691.90**	**4,616,045/587,536**	1.0	226.47	227.99	1.52	4.07	363.0
				1.0	252.37	256.03	3.66	4.349	190.8

			Including	3.0	254.20	256.03	1.83	7.220	334.3
				3.0	409.93	410.23	0.30	37.100	1951.0
WG451	**2,200.66**	**597.38**	**4,616,402/587,013**	1.0	540.11	540.41	0.3	3.04	35.0
				1.0	565.25	566.01	0.76	2.260	35.5
WG452	**2,207.06**	**592.38**	**4,616,324/587,048**	1.0	104.55	106.77	1.52	1.015	143.0
				1.0	543.15	543.92	0.76	1.325	6.6
				1.0	559.92	560.83	0.91	2.170	45.8
WG453	**2,190.29**	**559.77**	**4,616,016/587,058**	1.0	459.33	460.25	0.91	1.645	34.6
				1.0	466.95	468.93	1.98	1.575	17.0
				1.0	475.95	477.47	1.52	1.390	56.0
				1.0	516.18	517.15	0.98	2.770	35.4
				1.0	522.27	523.89	1.62	1.585	137.0
WG454	**2,144.88**	**562.97**	**4,615,995/587,233**	1.0	189.59	191.11	1.52	1.240	94.8

All coordinates in meters; grid NAD83 / UTM zone 11N

The Company completed Scoping level metallurgical test work on the Gravel Creek deposit using drill core samples from drill core collected in the 2017 drilling program. The laboratory work was completed by McClelland Laboratories, Inc of Reno, NV. The test work was conducted on a total of nine drill core composites from the Gravel Creek project to evaluate response of the Gravel Creek gold and silver bearing sulfidic material types to conventional flotation treatment. The composites represented Schoonover rock unit material (4 composites) and Frost Creek rock unit material (5 composites) and included one master composite of each of the two types. Head assays conducted on each of the composites showed that they contained between 0.076 and 0.537 ozAu/ton ore (0.243 ozAu/ton, avg.) and between 0.41 and 6.91 ozAg/ton (2.83 ozAg/ton, avg.). Test work was completed on nine composites made up of drill core samples from the Gravel Creek mineral deposit. The samples were from the Frost Creek host – 85% of the mineral resource and the Schoonover host – 15% of the mineral resource.

- A Bond ball mill work index test was conducted on the Frost Creek master composite. The work index was 16.82 kW-hr/st, which would be characterized as hard material. Sample limitations precluded comminution testing on the Schoonover master composite.
- Conventional rougher flotation tests of nine composites consisting of the various mineralization styles (at an 80%-200M feed size contained between +92.3% to 99.4% of the total gold.
- A locked-cycle flotation test series was conducted on the Frost Creek master composite (4568-009), at an 80%-200M feed size (with rougher concentrate regrind) to evaluate the effects of cleaner tailings recycle on concentrate grade and recovery. Available test results indicated that a flotation concentrate of 7.8% of the feed weight was produced at a grade of 3.67 oz Au/ton, 52.3 oz

Ag/ton and 35.0% sulfide sulfur, and representing recoveries of greater than 95% gold, silver and sulfide sulfur.

- Additional metallurgical testing is planned to improve and optimize a revised understanding for metallurgical recoveries as we move forward with the Gravel Creek project (H2 2021)

Summary Gold and Silver Results, Rougher Flotation, Gravel Creek Composites, 80%-200M Feed Size

	Weight, %		Gold Grade g/t		Gold Distribution %			Silver Grade g/t		Silver Distribution %		
					Calc'd					Calc'd		
Composite	Conc.	Tail	Conc.	Tail	Head	Conc.	Tail	Conc.	Tail	Head	Conc.	Tail
Schoonover												
4568-001	15.1	84.9	15.91	0.12	2.54	94.3	5.7	351.09	5.49	57.60	91.9	8.1
4568-002	8.1	91.9	26.61	0.07	2.26	95.8	4.2	670.98	5.14	58.97	92.0	8.0
4568-003[1)]	12.1	88.0	56.13	1.41	8.50	79.00	21.0	550.29	5.83	71.31	93.0	7.0
4568-004[2)]	14.1	85.9	28.77	0.27	4.39	92.3	7.7	345.26	7.54	55.20	88.2	11.8
Frost Creek												
4568-005	11.4	88.6	82.59	0.17	9.63	97.8	2.2	1,920.02	11.66	229.37	95.5	4.5
4568-006	10.1	89.9	26.61	0.05	2.74	97.8	2.2	141.94	0.34	14.74	97.9	2.1
4568-007	10.5	89.5	79.71	0.27	8.71	96.1	3.9	489.95	2.06	53.14	96.5	3.5
4568-008	14.6	85.4	130.01	0.10	19.10	99.4	0.6	514.98	2.06	76.80	97.7	2.3
4568-009[3)]	14.4	85.6	77.97	0.36	10.97	96.00	4.0	1,088.24	7.54	154.63	96.0	4.0

1) Average of 2 tests.
2) Master composite, average of 3 tests.
3) Master composite, average of 2 tests.

In addition, cyanide shake analysis results showed that the average cyanide soluble to assayed (CN/FA) gold content averaged 23.7% for the Schoonover composites and 58.6% for the five Frost Creek composites. These comparative results indicate that the Schoonover type material is refractory to cyanidation treatment, and that the Frost Creek material may be more amenable to cyanidation. The Schoonover and Frost Creek master composites contained 3.72% and 3.07% sulfide sulfur, respectively. Neither composite contained significant quantities of organic carbon. Arsenic head grades for the respective composites were 0.23% and 0.40%. Preliminary mineralogical characterization conducted on the master composites showed that the primary sulfide minerals contained pyrite (~ 8.0%), with lesser amounts of arsenopyrite (0.77% - 1.57%) and trace levels of pyrrhotite, chalcopyrite, sulfosalts and other sulfides.

Future metallurgical test work will focus on continued optimization of float concentration and test work focused on detailed mineralogy, including gold and silver deportment studies, Rougher optimization testing, to confirm indicated grind sensitivity and further optimize reagent suites, Cleaner flotation testing, to optimize production of a high grade, high recovery final concentrate, Testing to evaluate regrind/cyanide leaching of flotation concentrate generated from the various ore types and ore variability testing – including evaluation of flotation and if appropriate, regrind/cyanide leaching of flotation concentrate.

RESULTS OF OPERATIONS

For the year ended December 31, 2020 and 2019

The net loss for the year ended December 31, 2020 was $7,220,373 compared to $1,636,649 for the prior year's comparative period. The net loss in the year ended December 31, 2020 was larger than the comparable period in 2019 due the commencement of drilling at Gravel Creek in late July and the completion of 11 diamond drill holes totaling 6,568 meters. Expenses for the year ended December 31, 2020 amounted to $7,283,254 (2019 - $2,596,214).

Exploration expenditures for the year ended December 31, 2020 were $5,435,573 compared to $1,142,276 in the comparable period of 2019. The increased expenditures in 2020 were due to drilling activities commencing in late July and continuing into early November.

G&A expenses in the year ended on December 31, 2020 were $1,847,681 compared to $1,453,938 in the comparable period of 2019. The difference was largely attributable to an increase in legal and accounting/audit fees in 2020 versus 2019 as the Company was preparing financial statements and legal documentation for a potential public listing in 2021.

Write-off of minerals properties amounted to $Nil for both 2020 and 2019.

The operating losses are a reflection of the Company's status as a non-revenue producing mineral exploration company. As the Company has no main source of income, losses are expected to continue for the foreseeable future.

Summary of Quarterly Results

The following table summarizes information derived from the Company's financial statements for each of the eight most recently completed quarters.

Year:		2020	2020	2020	2020	2019	2019	2019	2019
Quarter Ended:		31-Dec	30-Sept	30-Jun	31 Mar	31-Dec	30-Sept	30-Jun	31-Mar
Net income (loss):		$(2,242,927)	$(3,645,103)	$(925,660)	$(406,683)	$(584,258)	$(666,516)	$(677,247)	$291,372
(i)	in total (000s)	$(2,243)	$(3,645)	$(926)	$(407)	$(584)	$(667)	$(677)	$291
(ii)	per unit [(1)]	$(149.91)	$(220.61)	$(80.25)	$(50.32)	$(62.29)	$(66.99)	$(67.67)	$(11.71)

Notes:

(1) Fully diluted loss per unit amounts are not shown as they would be anti-dilutive.

In the view of management, the variations in financial results that occur from quarter to quarter are not useful in analyzing the Company's performance. It is in the nature of the business of junior exploration

companies that unless they sell a mineral interest for a sum greater than the costs incurred in acquiring such interest, they have no significant net sales or total revenue.

Significant variances in the Company's reported loss from quarter to quarter most commonly arise from several factors that are difficult to anticipate in advance or to predict from past results. These factors include: (i) level of exploration and project evaluations expenses incurred, (ii) decisions to write off acquisition costs when management concludes there has been an impairment in the carrying value of a mineral property, or the property is abandoned, and (iii) the vesting of incentive stock options, which results in the recording of amounts for share-based compensation expense that can be quite large in relation to other general and administrative expenses incurred in any given quarter.

Selected Annual Information

Year Ended December 31		**2020**	**2019**	**2018**
Net sales or total revenue		$Nil	$Nil	$Nil
Net income (loss):		$(7,220,373)	$(1,636,649)	$(2,537,069)
(i)	in total (000s)	$(7,220)	$(1,637)	$(2,537)
(ii)	per unit[(1)]	$(505.68)	$(208.72)	$(260.28)
Total Assets (000's)		$9,862	$9,001	$8,664
Total Long-Term Liabilities (000's)		$(402)	$(359)	$(245)

Notes:

(1) Per share amounts are calculated using the weighted average number of shares outstanding. Fully diluted loss per share amounts have not been calculated, as they would be anti-dilutive.

Financing Activities

During the year ended December 31, 2020, the Company raised $7,407,000 of new capital through the issuance of 2,614 new Class A units**.** During the year ended December 2019 the Company raised $1,368,441 of new capital through the issuance of 256 new Class A units. The price per unit for 2020 was $2,737, with the exception of the Agnico Eagle Tranche 3 units which had a per unit valuation of $3,663.00, while in the comparative period for 2019 was $5,341.

On May 15, 2020, the Company entered into a Subscription Agreement and Investors Rights Agreement with Agnico Eagle (USA) Ltd (Agnico Eagle). Under the Subscription Agreement, Agnico Eagle agreed to subscribe to up to $9,000,000 of Class A units in 3 equal tranches of $3,000,000. The first tranche was completed upon signing and resulted in the Company issuing 1,096 new Class A units. Tranche 2 was completed on September 2, 2020 and required the issuance of 1,096 Class A units and Tranche 3 will be completed 20 days before the completion of Tranche 2 spending. Agnico Eagle has the right to not participate in Tranche 3 by giving the Company 20 days' notice previous to Tranche 3 commencing. Tranche 3 will require the issuance of an additional 819 Class A units. Under the Investor Rights Agreement, Agnico Eagle, has the right to name a representative to the Company's Management Committee and form a Technical Committee. Both rights are valid for as long as Agnico Eagle holds >10% of the Company's equity.

On June 9, 2020, the Company entered into a Subscription Agreement with one of its members, Golkonda LLC. A total of 111 new Class A units were issued for gross proceeds of $302,000.

On August 4, 2020, the Company entered into a Subscription Agreement with one of its members, Golkonda LLC. A total of 38 new Class A units were issued for gross proceeds of $105,000.

On October 9, 2020, Agnico and Western entered into an Amended Subscription Agreement whereby the Third Tranche was split into an Initial Third Tranche of US$1 Million and a Final Third Tranche of $2 Million. The Initial Third Tranche was due on or before October 26, 2020 and the Final Third Tranche is executable within 20 days of the assay results from Phase 2 being received. Agnico executed the Initial Third Tranche on October 23 and as a result 273 Class A shares were issued.

The “Final Third Tranche” payment has not been completed

On July 25, 2020, the Company issued Class A units to certain Board and Management members to extinguish outstanding debt. The Company issued 67 units to Mr. Marud for $125,700 for an “Advance to the Company” and $56,250 in deferred compensation in 2019 held in due to related party. In addition, 150 units were issued to Coral Reef Capital LLC in settlement of amounts totaling $411,057 held in due to related party.

Investing Activities

Investing activities for the year ending December 31, 2020 was $(33,209) for the purchase of field related equipment at the Aura project while during the same period in 2019, $1,947,755 was provided to the Company as a result of the sale of the Trout Creek property.

Off Balance Sheet Arrangements

The Company does not have any off-balance sheet arrangements.

Transactions with Related Parties

The Company has a Consulting Services Agreement with Coral Reef Capital LLC ("CRC"). Under the Consulting Service Agreement, CRC provides consulting services and advisory services as the Company reasonably requests from time to time. The consulting services consist of capital raising, tax and legal advising and corporate advisory services. CRC is the manager of Golkonda LLC which is the largest unitholder of the company. Under the terms of the Consulting Services Agreement, the Company pays CRC quarterly fees of $122,165. During the year ended December 31, 2020, $488,660 was paid or accrued, (December 31, 2019 - $488,660). As of December 31, 2020, this corporation was owed $1,299,251 (year ended December 31, 2019 - $1,221,650).

During the 2020 fiscal year, the Company issued 217 Class A Units (2019 – nil) to related parties for amounts due to related parties of $593,007 (2019 – nil)

Key Management Personnel

Key management personnel include those persons having authority and responsibility for planning, directing, and controlling the activities of the Company as a whole. The Company has determined that key management personnel consist of executive and non-executive members of the Company's Board of Directors and corporate officers, including the Company's Chief Executive Officer and Chief Financial Officer.

The Company entered the following transactions with related parties and key management personnel during the year completed to December 31, 2020.

	Three Months Ended December 31, 2020	Three Months Ended December 31, 2019	Year Ended December 31, 2020	Year Ended December 31, 2019
Salaries and fees (i)	$60,417	$59,750	$268,750	$287,500
Director's fees (ii)	$6,250	$6,250	$25,000	$25,000

Notes:

(1) As at December 31, 2020, $6,250 (December 31, 2019 - $62,500) was due to officers of the Company and this amount was included in accounts payable and accrued liabilities.

(2) As of December 31,, 2020, directors were owed $6,250 (December 31, 2019, $12,500) and this amount was included in accounts payable and accrued liabilities.

LIQUIDITY AND CAPITAL RESOURCES

Western has no operations that generate cash flows and the Company's future financial success will depend on the discovery of one or more economic mineral deposits. This process can take many years, can consume significant resources, and is largely based on factors that are beyond the control of the Company's management.

For the foreseeable future, Western will rely upon its ability to raise financing through the sale of equity. This is dependent on positive investor sentiment, which in turn is influenced by a positive climate for precious metal exploration generally, a company's track record and the experience and caliber of a company's management.

There is no assurance that Western will be able to access equity funding at the times and in the amounts required to fund the Company's activities. The outlook for the world economy remains uncertain and vulnerable to various events that could adversely affect the Company's ability to raise additional funds going forward.

Cash and Financial Condition

The Company's capital is the members' equity balance. The Company's objectives in managing its capital are to maintain the ability to continue as a going concern and to continue to explore the Company's mineral properties for the benefit of its shareholders. To effectively manage the Company's capital requirements, the Company has a planning and budgeting process in place setting out the expenditures required to meet its strategic goals. The Company compares actual expenses to budget on all exploration projects and overhead to manage costs, commitments, and exploration activities. As the Company is in the exploration stage, its operations have been substantially funded by the issuance of member units and mineral property earn-in agreements. The Company is not subject to any externally imposed credit or capital requirements. However, the Company will continue to rely on such funding depending upon market and economic conditions at the time. There have been no changes in the Company's approach to capital management during the year ended December 31, 2020.

Financial Instruments

The Company's financial instruments currently consist of cash and restricted cash which are classified as financial assets measured at amortized cost, accounts payable and accrued liabilities, and due to related parties, which are classified as financial liabilities measured at amortized cost. The carrying values of the Company's financial instruments approximate fair values due to their short-term nature.

The Company's financial instruments are exposed to certain financial risks including interest rate risk, liquidity risk and credit risk. The Company's exposure to these risks and its methods of managing the risks are summarized as follows:

i. Interest Rate Risk

Interest rate risk is the risk that future cash flows will fluctuate because of changes in market interest rates. The Company is not exposed to material interest rate risk.

ii. Liquidity Risk

Liquidity risk is the risk that the Company will be unable to meet financial obligations as they fall due. The Company's approach to managing liquidity risk to provide reasonable assurance that it will have sufficient funds to meet liabilities when due by forecasting cash flows for operations, anticipated investing and financing activities and through management of its capital structure. As of December 31, 2020, all the Company's financial liabilities are either due immediately or have contractual maturities of less than 90 days.

iii. Credit Risk

Credit risk is the risk that a counterparty to a financial instrument will fail to discharge its contractual obligations. The Company is mainly exposed to credit risk with respect to managing its cash and restricted cash. The Company's risk management policies require that significant cash deposits are held with U.S. FDIC insured banks. All investments must be less than one year in duration.

RISK FACTORS

As a company active in the mineral resource exploration and development industry, the Company is exposed to a number of risks.

Exploration Stage Operations

The Company's operations are subject to all the risks normally incident to the exploration for and the development and operation of mineral properties. The Company has implemented comprehensive safety and environmental measures designed to comply with government regulations and ensure safe, reliable, and efficient operations in all phases of its operations. The Company maintains liability and property insurance, where reasonably available, in such amounts it considers prudent. The Company may become subject to liability for hazards against which it cannot insure or which it may elect not to insure against because of high premium costs or other reasons.

All the Company's properties are still in the exploration stage. Mineral exploration involves a high degree of risk, which even a combination of experience, knowledge and careful evaluation may not be able to avoid. Few properties that are explored are ultimately developed into producing mines.

Unusual or unexpected formations, fires, power outages, labor disruptions, flooding, explosions, landslides, and the inability to obtain adequate machinery, equipment or labor are some of the risks involved in mineral exploration activities. Substantial expenditures are required to establish mineral reserves and resources through drilling, to develop metallurgical processes to extract the metal from the material processed and to develop the mining and processing facilities and infrastructure at any site chosen for mining.

There is no assurance that commercial quantities of ore will be discovered. Even if commercial quantities of ore are discovered, there is no assurance that the properties will be brought into commercial production or that the funds required to mine mineral reserves and resources discovered by the Company will be obtained on a timely basis or at all. The commercial viability of a mineral deposit once discovered is also dependent on a number of factors, some of which are the particular attributes of the deposit, such as size, grade, and proximity to infrastructure, as well as metal prices. Most of the above factors are beyond the control of the Company. In the event that commercial viability is never attained, the Company may seek to transfer its property interests or otherwise realize value or may even be required to abandon its business and fail as a "going concern".

COVID-19 global pandemic

During the 2020 fiscal year, there was a global outbreak of COVID-19 ("Coronavirus"), which has had a significant impact on businesses through the restrictions put in place by the Canadian and U.S. governments regarding travel, business operations and isolation/quarantine orders. At this time, it is unknown the extent of the impact the Coronavirus outbreak may have on the Company as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the ultimate geographic spread of the disease, and the duration of the outbreak, including the duration of travel restrictions, business closures or disruptions, and quarantine/isolation measures that are currently, or may be put, in place by the U.S. government or local state authorities, and other countries to fight the virus. While the extent of the impact is unknown,

the Company has employed new standards of operation and safety at its field sites. The company formally adopted the Association of Mineral Exploration in British Columbia's "COVID-19 Exploration Fieldwork Safety Guidelines". The guidelines define best practices for preventing and controlling the spread of COVID-19 in a remote exploration environment. Western Exploration LLC requires all contractors and employees to self-monitor their health at all times and not report to work if they have any associated symptoms. In addition, the Company monitors and records all employees' temperatures daily, has a one person to room policy, completes sanitization of all work and living areas regularly, limits office and works space to employees only. There has been no impact on operations as a result of COVID-19

Competition

The mining industry is intensely competitive in all of its phases and the Company competes with other companies with greater technical and financing resources than itself with respect to acquiring properties of merit, the recruitment and retention of qualified employees and other persons to carry out its mineral exploration activities. Competition in the mining industry could adversely affect the Company's prospects for mineral exploration in the future.

Financial Markets

The Company is dependent on the equity markets as its principal source of operating working capital and the Company's ability to attract investment is largely determined by the strength of the junior resource markets and by the status of the Company's projects in relation to these markets and its ability to compete for investor support of its projects.

Environmental and Government Regulation

Exploration activities are subject to various laws and regulations relating to the protection of the environment, historical and/or archaeological sites and endangered or protected species of plants and animals. Although the exploration activities of the Company are currently carried out in accordance with all applicable rules and regulations, no assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner which could limit or curtail production or development. Amendments to current laws and regulations governing the operations and activities of the Company or more stringent implementation thereof could have a substantial adverse impact on the Company.

Title to Properties

While the Company has investigated title to all of the properties for which it holds concessions or other mineral leases or licenses or in respect of which it has a right to earn an interest, the Company cannot guarantee that title to such properties will not be challenged or impugned. The Company can never be certain that it will have valid title to its mineral properties. The Company does not carry title insurance on its properties. A successful claim that the Company does not have title to a property could cause the Company to lose its rights to that property, perhaps without compensation for its prior expenditures relating to the property.

Government actions

The Company's exploration activities require permits from various governmental agencies charged with administering laws and regulations governing exploration, labor standards, occupational health and safety, control of toxic substances, waste disposal, land use, environmental protection, and other matters. Failure to comply with laws, regulations and permit conditions could result in fines and/or stop work orders, costs for conducting remedial actions and other expenses. In addition, legislated changes to existing laws and regulations could result in significant additional costs to comply with the revised terms and could also result in delays in executing planned programs pending compliance with those terms.

There is no assurance that the government of any jurisdiction in which the Company holds properties will not change environmental regulations or taxation policies in a manner that would adversely affect the economic viability of those properties.

OUTSTANDING SECURITIES DATA

On the Report Date, the Company had the following securities outstanding:

Class A Units	17,635
Class A1 Units	993
Class B Units	1,560
TOTAL UNITS	20,188

OUTLOOK

The Company continues to evaluate and discuss with other parties' potential gold and silver projects for possible acquisition, potential transactions, and corporate opportunities to add to its current portfolio of properties. In addition, the company is reviewing the results from past projects to determine how best to advance and explore its properties.

SUBSEQUENT EVENTS

On February 19, 2021, Western entered into a definitive arrangement agreement with Crystal Peak Minerals Inc. ("Crystal Peak"), which the parties first amended on July 12, 2021, and further amended on October 12, 2021 and November 9, 2021 (as amended, the "Arrangement Agreement"). The transactions described in the Arrangement Agreement will be effected pursuant to a statutory plan of arrangement (the "Arrangement") under Part 9, Division 5 of the Business Corporations Act (British Columbia) (the "BCBCA"), following the anticipated continuance of Crystal Peak from the Yukon Territory to British Columbia, which is required in order for the Arrangement to proceed under the BCBCA. The Arrangement will result in a "Reverse Takeover" (as defined in the policies of the TSX Venture Exchange (the "Exchange")) of Crystal Peak by Western, with the resulting company (the "Resulting Issuer") continuing under the name "Western Exploration Inc." or such other name as Western may direct.

On June 9, 2021, the Company entered into a series of Promissory Notes totaling $275,000 with certain Officers and Directors of the Company. Under the terms of the Notes, the Company promises to pay to the order of the noteholder or its registered assigns, the principal amount or such lesser amount as shall equal the outstanding principal amount hereof, together with simple interest from the date of the

Promissory Note (the "Note") on the unpaid principal balance at a rate equal to 15% per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal, together with any then accrued but unpaid interest and any other amounts payable hereunder, shall be due and payable on the earliest to occur of (i) fifteen days following the demand of Holder, which demand may not be made earlier than June 9, 2022, (ii) the occurrence of an Event of Default, or (iii) such other time as expressly provided for in the Note.

On October 5, 2021, Western LLC entered into a Purchase and Sale Agreement with Marigold Mining Company ("Marigold") for the sale of a retained resource discovery payment and a royalty on property sold to Marigold on January 23, 2019 (see note 6. Mineral Properties above). The sale resulted in Western LLC receiving cash in the amount of US $1,650,000.

On October 13, 2021 and in accordance with the arrangement agreement, Crystal Peak, completed a private placement for subscription receipts of Crystal Peak (the "Subscription Receipts") for gross proceeds of CAD $5,959,680 (the "Financing"). Each Subscription Receipt will entitle the holder thereof to receive, for no additional consideration and without further action on the part of the holder thereof, on or about the date the Reverse Takeover is completed, one common share and one warrant of the Resulting Issuer after giving effect to the completion of the Reverse Takeover.

FORWARD-LOOKING INFORMATION

Certain of the statements made and information contained herein is "forward-looking information" within the meaning of the British Columbia Securities Act. This includes statements concerning the Company's plans at its mineral properties, which involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking information. Forward-looking information is subject to a variety of risks and uncertainties which could cause actual events or results to differ from those reflected in the forward - looking information, including, without limitation, the ability of the Company to continue to be able to access the capital markets for the funding necessary to acquire and maintain exploration properties and to carry out its desired exploration programs; competition within the minerals industry to acquire properties of merit, and competition from other companies possessing greater technical and financial resources; difficulties in executing exploration programs on the Company's proposed schedules and within its cost estimates, whether due to weather conditions in the areas where it operates, increasingly stringent environmental regulations and other permitting restrictions, or other factors related to exploring of its properties, such as the availability of essential supplies and services; factors beyond the capacity of the Company to anticipate and control, such as the marketability of mineral products produced from the Company's properties, government regulations relating to health, safety and the environment, and the scale and scope of royalties and taxes on production; the availability of experienced contractors and professional staff to perform work in a competitive environment and the resulting adverse impact on costs and performance and other risks and uncertainties, including those described in each management's discussion and analysis of financial condition and results of operations. In addition, forward-looking information is based on various assumptions including, without limitation, assumptions associated with exploration results and costs and the availability of materials and skilled labor. Should one or more of these risks and uncertainties materialize, or should underlying assumptions prove incorrect, actual results

may vary materially from those described in forward-looking statements. Accordingly, readers are advised not to place undue reliance on forward-looking information. Except as required under applicable securities legislation, the Company undertakes no obligation to publicly update or revise forward-looking information, whether as a result of new information, future events or otherwise.



Western Exploration

A Legacy of Discovery

WESTERN EXPLORATION

MANAGEMENT'S DISCUSSION & ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS
FOR THE QUARTER AND SIX MONTHS ENDED JUNE 30, 2021.

DATED: November 12, 2021

Management Discussion and Analysis

This Management's Discussion and Analysis ("MD&A") compares the financial results of Western Exploration LLC, ("Western" or the "Company") for the quarter and six months ended June 30, 2021 with the comparable period in 2020. This MD&A has been prepared as at November 12, 2021 and should be read in conjunction with the audited consolidated financial statements and accompanying notes for the year ended June 30, 2021 and the MD&A for all relevant periods.

Financial information for Q2 2021 and the same period 2020 set forth in this MDA has been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and Interpretations issued by the International Financial Reporting Interpretations Committee ("IFRIC").

All amounts are presented in US$ unless otherwise stated.

History of the Company

Western was incorporated in the state of Nevada on July 11, 1997 as Western Exploration, Inc. In September 2013, a conversion was executed pursuant to Nevada Revised Statue 92A.105 whereby the Corporation was converted into a limited liability company. The Company's head office and principal address is 121 Woodland Avenue, Suite 140, Reno, Nevada 89523.

As a result of this conversion, the outstanding shares of the Corporation's capital stock were cancelled and the Corporation's sole shareholder (Western Exploration Holding Company) was the sole member of the resulting entity, Western Exploration LLC, and received ownership interests in Class B units valued at $3,333,333. On the conversion date, Western Exploration LLC and Golkonda LLC executed a unit purchase agreement for 3,000 Class A units at $1,000 per unit for total consideration of $3 million; an additional 2,000 Class A units at $1,000 were purchased subsequent to closing and Golkonda LLC became the manager of the Company. The unit purchase agreement also gave Golkonda LLC the option to purchase up to 2,778 additional Class A units for a period of four years at the purchase price of $3,600 per unit. Contributions under this unit purchase agreement were completed in 2015, for total consideration of $10,000,800. Upon notification to all members, additional capital contributions, as discussed in Note 10, are permissible under the amended and restated LLC agreement.

On February 19, 2021 the Company announced that they had entered into an Arrangement Agreement with Crystal Peak Minerals Inc. ("Crystal") (NEX: CPM.H, OTC Pink Sheets: CPMMF). Outlining the terms upon which, among other things, Western will "go public" by way of a "reverse take-over" of Crystal (the "RTO") under the policies of the TSX Venture Exchange (the "Exchange").

As part of the RTO, Western has also entered into an engagement letter dated February 19, 2021 with Canaccord Genuity Corp., as the lead agent on behalf of a syndicate of agents (collectively, the "Agents"), pursuant to which the Agents have agreed to sell, on a "best efforts" private placement basis subscription receipts of Crystal (the "Subscription Receipts") for gross proceeds of up to CDN $20 million (the Financing"). Each Subscription Receipt will entitle the holder thereof to receive, for no additional consideration and without further action on the part of the holder thereof, on or about the date the RTO is completed, one common share of the Resulting Issuer after giving effect to the Consolidation (each, a

"Resulting Issue Share"). The Resulting Issuer Shares to be issued in Canada upon conversion of the Subscription Receipts will be freely tradeable upon closing of the RTO.

As part of the RTO, the existing members of Western will be entitled to receive an aggregate of 29,637,034 Resulting Issuer Shares (after giving effect to the Consolidation) in exchange for their membership interests in Western. Western expects the advancement of the assets held by the Resulting Issuer to be funded through the public markets such that Western's ownership in the Resulting Issuer will be diluted as the assets are advanced.

The board of directors of the Resulting Issuer is expected to include Mr. Marceau Schlumberger, as Chair, Mr. Darcy Marud, Mr. John Rogers, Mr. Brian Kennedy, Mr. Nicolas Schlumberger and Mr. Gerard Munera.

OVERVIEW

Western is principally engaged in the evaluation, acquisition and exploration of precious metal properties located in the state of Nevada. The Company's projects contain exploration targets ranging from early-stage exploration to advanced-stage resource delineation and expansion. The Company's business model is to build shareholder value through systematic project advancement while concurrently maintaining an opportunistic approach to the acquisition of additional precious metals properties. All the Company's projects are conducted pursuant to claims, leases, permits, and licenses granted by appropriate authorities or on fee land owned by the Company. In the future, when deemed appropriate certain projects may be pursued on a joint venture basis to share the associated risk and to assist in the project funding.

Mineral Projects

Western has an interest in one exploration project in Nevada and a residual interest for an NSR and an exploration success payment at a former project.

The Aura project is at an advanced exploration stage with numerous drilling campaigns having been completed and mineral resources. The Trout Creek project which was sold in 2019 was acquired from Doby George LLC in January 2019, for $100,000 and subsequently sold to Marigold Mining a subsidiary of SSR Mining for $2,050,000, ($1,050,000 in cash and $1,000,000 in subscription for 187 units of Class A units of Western) with a future net smelter royalty of up to 1%, and a maximum top up payment based on new resources of up to $4,000,000. The resulting sale of the property resulted in a gain of $950,000.

Aura Project, Elko County, Nevada

The Aura project is located 100 kilometers north of the city of Elko and 20 kilometers south of Mountain City. The project is located on public lands within the Mountain City Ranger District of the Humboldt-Toiyabe National Forest. Exploration activities are conducted under the terms of approved Plans of Operation effective through 2023 and 2024 for Doby George and Wood Gulch-Gravel Creek, respectively. The project consists of 709 unpatented lode mining claims totaling 12,848 acres and mineral leases on 2,296 acres of fee land in 9 different parcels. The property is subject to several NSR royalties of between 1 and 3%.

Mineral Resource Estimate

In May 2021, the Company updated the mineral resource estimate for the Aura Project to incorporate exploration results from the 2020 drill campaign. In addition, reported resources were reported at an $1,800 gold price and were pit constrained at both Wood Gulch (Saddle and Southeast) and Doby George.

Estimated Indicated and Inferred Resources – Aura Project

INDICATED	Tonnes	Au (g/t)	Au (ozs)	Ag (g/t)	Ag (ozs)	Aueq (g/t)	Aueq (ozs)
Doby George[1]	12,922,000	0.98	407,000			0.98	407,000
Wood Gulch[2]							
Gravel Creek[3]	2,079,000	3.72	249,000	59.6	3,986,000	4.58	305,943
Total	**15,001,000**	**1.36**	**653,000**	**59.6**	**3,986,000**	**1.48**	**712,943**
INFERRED	**Tonnes**	**Au(g/t)**	**Au (ozs)**	**Ag (g/t)**	**Ag (ozs)**	**Aueq (g/t)**	**Aueq (ozs)**
Doby George[1]	4,999,000	0.73	118,000			0.73	118,000
Wood Gulch[2]	4,359,000	0.66	93,000	5.8	808,000	0.72	104,543
Gravel Creek[3]	5,394,000	3.12	540,000	45.5	7,897,000	3.77	652,814
Total	**14,752,000**	**1.58**	**751,000**	**27.8**	**8,705,000**	**1.84**	**875,357**

$1,800 Gold price, 70:1 Ag:Au ratio

1. Pit Constrained 0.2 g/t Au cutoff oxide, 0.3 g/tAu cutoff for mixed. 1.4 g/t Au for unoxidized
2. Pit Constrained 0.2 g/t Aueq cutoff
3. 2.0 g/t Aueq cutoff

The "2021 Updated Resource Estimates and Technical Report for the Aura Gold-Silver Project, Elko County, Nevada" was prepared by Derick Under, CPG, Steven Ristorcelli, CPG, Peter Ronning, P.Eng. of Mine Development Associates (MDA) and Jack S. MacPartland, M.M.S.A. of McClelland Labs in accordance with NI 43-101. NI 43-101 of the Canadian Securities Administrators – Standards for Disclosure for Mineral Projects – requires that each category of mineral reserves and mineral resources be reported separately. Readers should refer to the Company's continuous disclosure documents available at www.sedar.com for this detailed information, which is subject to the qualifications and notes therein.

The Technical Report recommended a 2 Phase exploration program for both Gravel Creek and Doby George. At Gravel Creek, Phase 1 would include additional surface geochemistry, geology and geophysics to cover the entire 3 x 5-kilometer area around the entire Gravel Creek and Wood Gulch deposits. This would lead to a Phase 2 program of 5,000 meters of RC drilling and 15,000 meters of diamond drilling costing approximately $10,000,000. The results of the drilling program and the surface exploration work would be used to complete a PEA study. At Doby George approximately $2,200,000 of drilling is proposed in Phase 1. The majority of the drilling would be completed with large diameter core drilling to provide samples for additional metallurgical test work. The test work would focus on optimizing crush size and heap leach recoveries and kinetics. The completion of the metallurgical work would lead to the commencement of a pre-feasibility study that would cost approximately $1,000,000 and take one year to complete.

RESULTS OF OPERATIONS

For the six months ended June 30, 2021 and 2020

The net loss for the six months ended June 30 2021 was $1,533,251 compared to $1,332,343 for the prior year's comparative period. The net loss for the six months ended June 30, 2021 was higher than the comparable period in 2019 due to legal costs for the RTO. Total operating expenses for the six months ended June 30, 2021 amounted to $1,501,827 (2020 - $1,395,324).

Exploration expenditures for the six months ended June 30, 2021 were $493,635 compared to $680,357 in the comparable period of 2020. The decrease was due to no field activities being completed in 2021.

G&A expenses in the six months ended on June 30, 2021 were $1,008,192 compared to $714,967 in the comparable period of 2020. The difference was largely attributable to the increase in legal fees in 2021 versus 2020.

The operating losses are a reflection of the Company's status as a non-revenue producing mineral exploration company. As the Company has no main source of income, losses are expected to continue for the foreseeable future.

For the three months ended June 30, 2021 and 2020

The net loss for the three months ended June 30, 2021 was $929,279 compared to $925,660 for the prior year.

Exploration expenditures for three months ended June 30, 2021 amounted to $212,288, compared to $606,158 for the prior year. The decrease in the expenses for the three months ended June 30, 2021 compared to the prior year are due to the lack of field activities in 2021.

G&A expenses in the three-month period to June 30, 2021 were $701,525 compared to $382,541 for the prior year. The increase was largely attributable to the increase in legal fees in 2021 versus 2020.

(This section is left intentionally blank)

Summary of Quarterly Results

The following table summarizes information derived from the Company's financial statements for each of the eight most recently completed quarters.

Year:		**2021**	**2021**	**2020**	**2020**	**2020**	**2020**	**2019**	**2019**	**2019**
Quarter Ended:		30-Jun	31-Mar	31-Dec	30-Sept	30-Jun	31 Mar	31-Dec	30-Sept	30-Jun
Net income (loss):		$(929,279)	$(603,972)	$(2,242,927)	$(3,645,103)	$(925,660)	$(406,683)	$(584,258)	$(666,516)	$(677,247)
(i)	in total (000s)	$(929)	$(604)	$(2,248)	$(3,645)	$(926)	$(407)	$(584)	$(667)	$(677)
(ii)	per unit[(1)]	$(76.22)	$(60.10)	$(149.91)	$(220.61)	$(80.25)	$(50.32)	$(62.29)	$(66.99)	$(67.67)

Notes:

(1) Fully diluted loss per unit amounts are not shown as they would be anti-dilutive.

In the view of management, the variations in financial results that occur from quarter to quarter are not useful in analyzing the Company's performance. It is in the nature of the business of junior exploration companies that unless they sell a mineral interest for a sum greater than the costs incurred in acquiring such interest, they have no significant net sales or total revenue.

Significant variances in the Company's reported loss from quarter to quarter most commonly arise from several factors that are difficult to anticipate in advance or to predict from past results. These factors include: (i) level of exploration and project evaluations expenses incurred, (ii) decisions to write off acquisition costs when management concludes there has been an impairment in the carrying value of a mineral property, or the property is abandoned, and (iii) the vesting of incentive stock options, which results in the recording of amounts for share-based compensation expense that can be quite large in relation to other general and administrative expenses incurred in any given quarter.

Selected Annual Information

Year Ended December 31		**2020**	**2019**	**2018**
Net sales or total revenue		$Nil	$Nil	$Nil
Net income (loss):		$(7,220,373)	$(1,636,649)	$(2,537,069)
(i)	in total (000s)	$(7,220)	$(1,637)	$(2,537)
(ii)	per unit[(1)]	$(505.68)	$(208.72)	$(260.28)
Total Assets (000's)		$9,862	$9,001	$8,664
Total Long-Term Liabilities (000's)		$(402)	$(359)	$(245)

Notes:

(1) Per share amounts are calculated using the weighted average number of units outstanding. Fully diluted loss per unit amounts have not been calculated, as they would be anti-dilutive.

Financing Activities

The Company did not raise any new capital or issue any new shares during the six months ended June 30, 2021. During the corresponding period of 2020 the Company raised $3,302,000 of new capital through the issuance of 1,206.33 new Class A units. The price per unit for 2020 was $2,737.23

On May 15, 2020, the Company entered into a Subscription Agreement and Investors Rights Agreement with Agnico Eagle (USA) Ltd (Agnico Eagle). Under the Subscription Agreement, Agnico Eagle agreed to subscribe to up to $9,000,000 of Class A units in 3 equal tranches of $3,000,000. The first tranche was completed upon signing and resulted in the Company issuing 1,096 new Class A units. Tranche 2 was completed on September 2, 2020 and required the issuance of 1,096 Class A units and Tranche 3 will be completed 20 days before the completion of Tranche 2 spending. Agnico Eagle has the right to not participate in Tranche 3 by giving the Company 20 days' notice previous to Tranche 3 commencing. Tranche 3 will require the issuance of an additional 819 Class A units. Under the Investor Rights Agreement, Agnico Eagle, has the right to name a representative to the Company's Management Committee and form a Technical Committee. Both rights are valid for as long as Agnico Eagle holds >10% of the Company's equity.

On June 9, 2020, the Company entered into a Subscription Agreement with one of its members, Golkonda LLC. A total of 110.33 new Class A units were issued for gross proceeds of $302,000.

On August 4, 2020, the Company entered into a Subscription Agreement with one of its members, Golkonda LLC. A total of 38.36 new Class A units were issued for gross proceeds of $105,000.

On October 9, 2020, Agnico and Western entered into an Amended Subscription Agreement whereby the Third Tranche was split into an Initial Third Tranche of US$1 Million and a Final Third Tranche of $2 Million. The Initial Third Tranche was due on or before October 26, 2020 and the Final Third Tranche is executable within 20 days of the assay results from Phase 2 being received. Agnico executed the Initial Third Tranche on October 23 and as a result 273 Class A shares were issued. To date, some assays from Tranche 2 drilling are still outstanding and Agnico has not been notified of their 20-day notice for the Final Third Tranche

On July 25, 2020, the Company issued Class A units to certain Board and Management members to extinguish outstanding debt. The Company issued 67 units to Mr. Marud for $125,700 for an "Advance to the Company" and $56,250 in deferred compensation from 2019 held as due to related party. In addition, 150 units were issued to Coral Reef Capital LLC in settlement of amounts totaling $411,057 held as due to related party.

Investing Activities

Investing activities for the six months ended June 30, 2021, was $(43,836) used for the acquisition of office and field equipment while during the same period in 2019, $(312,267) was used primarily for the increase of reclamation bonds on the Aura project.

Off Balance Sheet Arrangements

The Company does not have any off-balance sheet arrangements.

Transactions with Related Parties

Related parties include the Board of Directors, officers, and enterprises that are controlled by these individuals as well as certain persons performing similar functions. The below noted transactions are in the normal course of business and are measured at the amount as agreed to by the parties and approved by the Board of Directors in strict adherence to conflict of interest laws and regulations. The Company considers key management to be officers and directors of the Company

A corporation controlled by Marceau Schlumberger, an officer of the Company, was paid or accrued consulting fees of $nil for the six months ended June 30, 2021 (June 30, 2020 - $244,330). As at June 30, 2021, this corporation was owed $1,299,251 (year ended December 31, 2020 - $1,299,251)

On June 9, 2020, The Company entered a series of Promissory Notes totaling $275,000 with certain Officers and Directors of the Company. Under the terms of the Notes, the Company promises to pay to the order of the noteholder or its registered assigns, the principal amount or such lesser amount as shall equal the outstanding principal amount hereof, together with simple interest from the date of the Promissory Note (the " Note") on the unpaid principal balance at a rate equal to 15% per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. Unless the Note is earlier converted in accordance with the provisions hereof, all unpaid principal, together with any then accrued but un paid interest and any other amounts payable hereunder, shall be due and payable on the earliest to occur of (i) fifteen days following the demand of the Holder, which demand may not be made earlier than June 9, 2022, (ii) the occurrence of an Event or Default, or (iii) such other time as expressly provided for in the Note.

As at June 30, 2021 principal and accrued interest on the promissory notes was $277,373 (June During the six months ended on June 30, 2021, 30, 2020 - $0). For the six months ended June 30, 2021 interest expense was $2,373 (June 30, 2020 - $0)

Key Management Personnel

Key management personnel include those persons having authority and responsibility for planning, directing, and controlling the activities of the Company as a whole. The Company has determined that key management personnel consist of executive and non-executive members of the Company's Board of Directors and corporate officers, including the Company's Chief Executive Officer and Chief Financial Officer.

The Company entered the following transactions with related parties and key management personnel during the three and six month periods ended June 30, 2021 and 2020.

	Three Months Ended June 30, 2021	Three Months Ended June 30, 2020	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020
Salaries and fees (i)	$62,500	$68,750	$125,000	$132,000
Director's fees (ii)	$6,250	$6,250	$12,500	$12,500

Notes:

(1) As at June 30, 2021, $6,250 (December 31, 2020 - $62,50) was due to officers of the Company and this amount was included in accounts payable and accrued liabilities.

(2) As of June 30, 2021 directors were owed $12,500 (December 31, 2020, $6,250) and this amount was included in accounts payable and accrued liabilities.

LIQUIDITY AND CAPITAL RESOURCES

Western has no operations that generate cash flows and the Company's future financial success will depend on the discovery of one or more economic mineral deposits. This process can take many years, can consume significant resources, and is largely based on factors that are beyond the control of the Company's management.

For the foreseeable future, Western will rely upon its ability to raise financing through the sale of equity. This is dependent on positive investor sentiment, which in turn is influenced by a positive climate for precious metal exploration generally, a company's track record and the experience and caliber of a company's management.

There is no assurance that Western will be able to access equity funding at the times and in the amounts required to fund the Company's activities. The outlook for the world economy remains uncertain and vulnerable to various events that could adversely affect the Company's ability to raise additional funds going forward.

Cash and Financial Condition

The Company's capital is the members' equity balance. The Company's objectives in managing its capital are to maintain the ability to continue as a going concern and to continue to explore the Company's mineral properties for the benefit of its shareholders. To effectively manage the Company's capital requirements, the Company has a planning and budgeting process in place setting out the expenditures required to meet its strategic goals. The Company compares actual expenses to budget on all exploration projects and overhead to manage costs, commitments, and exploration activities. As the Company is in the exploration stage, its operations have been substantially funded by the issuance of member units and mineral property earn-in agreements. The Company is not subject to any externally imposed credit or capital requirements. However, the Company will continue to rely on such funding depending upon market and economic conditions at the time. There have been no changes in the Company's approach to capital management during the six months ended June 30, 2021.

Financial Instruments

The Company's financial instruments currently consist of cash and restricted which are classified as financial assets measured at amortized cost, accounts payable and accrued liabilities, related party promissory notes and due to related parties, which are classified as financial liabilities measured at amortized cost. The carrying values of the Company's financial instruments approximate fair values due to their short-term nature.

The Company's financial instruments are exposed to certain financial risks including interest rate risk, liquidity risk and credit risk. The Company's exposure to these risks and its methods of managing the risks are summarized as follows:

i. Interest Rate Risk

Interest rate risk is the risk that future cash flows will fluctuate because of changes in market interest rates. The Company is not exposed to material interest rate risk.

ii. Liquidity Risk

Liquidity risk is the risk that the Company will be unable to meet financial obligations as they fall due. The Company's approach to managing liquidity risk to provide reasonable assurance that it will have sufficient funds to meet liabilities when due by forecasting cash flows for operations, anticipated investing and financing activities and through management of its capital structure. As of December 31, 2020, all the Company's financial liabilities are either due immediately or have contractual maturities of less than 90 days.

iii. Credit Risk

Credit risk is the risk that a counterparty to a financial instrument will fail to discharge its contractual obligations. The Company is mainly exposed to credit risk with respect to managing its cash and reclamation bonds. The Company's risk management policies require that significant cash deposits are held with U.S. FDIC insured banks. All investments must be less than one year in duration.

RISK FACTORS

As a company active in the mineral resource exploration and development industry, the Company is exposed to a number of risks.

Exploration Stage Operations

The Company's operations are subject to all the risks normally incident to the exploration for and the development and operation of mineral properties. The Company has implemented comprehensive safety and environmental measures designed to comply with government regulations and ensure safe, reliable, and efficient operations in all phases of its operations. The Company maintains liability and property insurance, where reasonably available, in such amounts it considers prudent. The Company may become subject to liability for hazards against which it cannot insure or which it may elect not to insure against because of high premium costs or other reasons.

All the Company's properties are still in the exploration stage. Mineral exploration involves a high degree of risk, which even a combination of experience, knowledge and careful evaluation may not be able to avoid. Few properties that are explored are ultimately developed into producing mines.

Unusual or unexpected formations, fires, power outages, labor disruptions, flooding, explosions, landslides, and the inability to obtain adequate machinery, equipment or labor are some of the risks involved in mineral exploration activities. Substantial expenditures are required to establish mineral reserves and resources through drilling, to develop metallurgical processes to extract the metal from the material processed and to develop the mining and processing facilities and infrastructure at any site chosen for mining.

There is no assurance that commercial quantities of ore will be discovered. Even if commercial quantities of ore are discovered, there is no assurance that the properties will be brought into commercial production or that the funds required to mine mineral reserves and resources discovered by the Company will be obtained on a timely basis or at all. The commercial viability of a mineral deposit once discovered is also dependent on a number of factors, some of which are the particular attributes of the deposit, such as size, grade, and proximity to infrastructure, as well as metal prices. Most of the above factors are beyond the control of the Company. In the event that commercial viability is never attained, the Company may seek to transfer its property interests or otherwise realize value or may even be required to abandon its business and fail as a "going concern".

COVID-19 global pandemic

During the 2020 fiscal year, there was a global outbreak of COVID-19 ("Coronavirus"), which has had a significant impact on business through the restrictions put in place by the Canadian and U.S. governments regarding travel, business operations and isolation/quarantine orders. At this time, it is unknown the extent of the impact the Coronavirus outbreak may have on the Company as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the ultimate geographic spread of the disease, and the duration of the outbreak, including the duration of travel restrictions, business closures or disruptions, and quarantine/isolation measures that are currently, or may be put, in place by the U.S. government or local state authorities, and other countries to fight the virus. While the extent of the impact is unknown, the Company has employed new standards of operation and safety at its field sites. The company formally adopted the Association of Mineral Exploration in British Columbia's "COVID-19 Exploration Fieldwork Safety Guideline ". The guidelines define best practice for preventing and controlling the spread of COVID-19 in a remote exploration environment. Western Exploration LLC requires all contractors and employees to self-monitor their health at all times and not report to work if they have any associated symptoms. In addition, the Company monitors and records all employees' temperatures daily, has a one person to room policy, completes sanitization of all work and living areas regularly, limits office and works space to employees only. There has been no impact on operations as a result of COVID-19.

Competition

The mining industry is intensely competitive in all of its phases and the Company competes with other companies with greater technical and financing resources than itself with respect to acquiring properties

of merit, the recruitment and retention of qualified employees and other persons to carry out its mineral exploration activities. Competition in the mining industry could adversely affect the Company's prospects for mineral exploration in the future.

Financial Markets

The Company is dependent on the equity markets as its principal source of operating working capital and the Company's ability to attract investment is largely determined by the strength of the junior resource markets and by the status of the Company's projects in relation to these markets and its ability to compete for investor support of its projects.

Environmental and Government Regulation

Exploration activities are subject to various laws and regulations relating to the protection of the environment, historical and/or archaeological sites and endangered or protected species of plants and animals. Although the exploration activities of the Company are currently carried out in accordance with all applicable rules and regulations, no assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner which could limit or curtail production or development. Amendments to current laws and regulations governing the operations and activities of the Company or more stringent implementation thereof could have a substantial adverse impact on the Company.

Title to Properties

While the Company has investigated title to all of the properties for which it holds concessions or other mineral leases or licenses or in respect of which it has a right to earn an interest, the Company cannot guarantee that title to such properties will not be challenged or impugned. The Company can never be certain that it will have valid title to its mineral properties. The Company does not carry title insurance on its properties. A successful claim that the Company does not have title to a property could cause the Company to lose its rights to that property, perhaps without compensation for its prior expenditures relating to the property.

Government actions

The Company's exploration activities require permits from various governmental agencies charged with administering laws and regulations governing exploration, labor standards, occupational health and safety, control of toxic substances, waste disposal, land use, environmental protection, and other matters. Failure to comply with laws, regulations and permit conditions could result in fines and/or stop work orders, costs for conducting remedial actions and other expenses. In addition, legislated changes to existing laws and regulations could result in significant additional costs to comply with the revised terms and could also result in delays in executing planned programs pending compliance with those terms.

There is no assurance that the government of any jurisdiction in which the Company holds properties will not change environmental regulations or taxation policies in a manner that would adversely affect the economic viability of those properties.

OUTSTANDING SECURITIES DATA

On the Report Date, the Company had the following securities outstanding:

Class A Units	17,635
Class A1 Units	993
Class B Units	1,560
TOTAL UNITS	20,188

OUTLOOK

The Company continues to evaluate and discuss with other parties' potential gold and silver projects for possible acquisition, potential transactions, and corporate opportunities to add to its current portfolio of properties. In addition, the company is reviewing the results from past projects to determine how best to advance and explore its properties.

SUBSEQUENT EVENTS

On February 19, 2021, Western entered into a definitive arrangement agreement with Crystal Peak Minerals Inc. ("Crystal Peak"), which the parties first amended on July 12, 2021, and further amended on October 12, 2021 and November 9, 2021 (as amended, the "Arrangement Agreement"). The transactions described in the Arrangement Agreement will be affected pursuant to a statutory plan of arrangement (the "Arrangement") under Part 9, Division 5 of the Business Corporations Act (British Columbia) (the "BCBCA"), following the anticipated continuance of Crystal Peak from the Yukon Territory to British Columbia, which is required in order for the Arrangement to proceed under the BCBCA. The Arrangement will result in a "Reverse Takeover" (as defined in the policies of the TSX Venture Exchange (the "Exchange")) of Crystal Peak by Western, with the resulting company (the "Resulting Issuer") continuing under the name "Western Exploration Inc." or such other name as Western may direct.

On October 5, 2021, Western LLC entered into a Purchase and Sale Agreement with Marigold Mining Company ("Marigold") for the sale of a retained resource discovery payment and a royalty on property sold to Marigold on January 23, 2019 (see note 6. Mineral Properties above). The sale resulted in Western LLC receiving cash in the amount of US $1,650,000.

On October 13, 2021 and in accordance with the arrangement agreement, Crystal Peak, completed a private placement for subscription receipts of Crystal Peak (the "Subscription Receipts") for gross proceeds of CAD $5,959,680 (the "Financing"). Each Subscription Receipt will entitle the holder thereof to receive, for no additional consideration and without further action on the part of the holder thereof, on or about the date the Reverse Takeover is completed, one common share and one warrant of the Resulting Issuer after giving effect to the completion of the Reverse Takeover.

FORWARD-LOOKING INFORMATION

Certain of the statements made and information contained herein is "forward-looking information" within the meaning of the British Columbia Securities Act. This includes statements concerning the Company's plans at its mineral properties, which involve known and unknown risks, uncertainties and other factors

which may cause the actual results, performance or achievements of the Company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking information. Forward-looking information is subject to a variety of risks and uncertainties which could cause actual events or results to differ from those reflected in the forward - looking information, including, without limitation, the ability of the Company to continue to be able to access the capital markets for the funding necessary to acquire and maintain exploration properties and to carry out its desired exploration programs; competition within the minerals industry to acquire properties of merit, and competition from other companies possessing greater technical and financial resources; difficulties in executing exploration programs on the Company's proposed schedules and within its cost estimates, whether due to weather conditions in the areas where it operates, increasingly stringent environmental regulations and other permitting restrictions, or other factors related to exploring of its properties, such as the availability of essential supplies and services; factors beyond the capacity of the Company to anticipate and control, such as the marketability of mineral products produced from the Company's properties, government regulations relating to health, safety and the environment, and the scale and scope of royalties and taxes on production; the availability of experienced contractors and professional staff to perform work in a competitive environment and the resulting adverse impact on costs and performance and other risks and uncertainties, including those described in each management's discussion and analysis of financial condition and results of operations. In addition, forward-looking information is based on various assumptions including, without limitation, assumptions associated with exploration results and costs and the availability of materials and skilled labor. Should one or more of these risks and uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those described in forward-looking statements. Accordingly, readers are advised not to place undue reliance on forward-looking information. Except as required under applicable securities legislation, the Company undertakes no obligation to publicly update or revise forward-looking information, whether as a result of new information, future events or otherwise.

APPENDIX "M"
UNAUDITED *PRO FORMA* FINANCIAL STATEMENTS OF THE RESULTING ISSUER

Table of Contents

Western Exploration Inc. (formerly, Crystal Peak Minerals Inc.) *Pro Forma* Consolidated Financial Statements as at and for the period ended June 30, 2021, together with the notes thereto (Unaudited)...	M-2

Western Exploration Inc. (formerly Crystal Peak Minerals Inc.)

Unaudited Pro Forma Consolidated Financial Statements

(Expressed in U.S. Dollars)

June 30, 2021

Western Exploration Inc. (formerly Crystal Peak Minerals Inc.)
Pro Forma Consolidated Statement of Financial Position
June 30, 2021
(Expressed in U.S. Dollars)
(Unaudited)

	Western Exploration LLC At June 30, 2021 $	Crystal Peak Minerals, Inc. At June 30, 2021 $	Note Ref.	Pro Forma Adjustments At June 30, 2021 $	Western Exploration Inc. Pro Forma Consolidated At June 30, 2021 $
Assets					
Current assets					
Cash	369,303	207,194	3(b)	4,767,744	5,344,241
Accounts receivable	-	1,389		-	1,389
Prepaid expenses	10,731	-		-	10,731
Total current assets	380,034	208,583		4,767,744	5,356,361
Non-current					
Restricted cash	647,735	-		-	647,735
Deposits	5,286	-		-	5,286
Mineral properties	7,865,000	-		-	7,865,000
Property and equipment	118,286	-		-	118,286
Total assets	$ 9,016,341	$ 208,583		$ 4,767,744	$ 13,992,668
Liabilities					
Current liabilities					
Accounts payable and accrued liabilities	646,591	14,167	3(b),3(d)	419,488	1,080,246
Financing Warrant liability			3(b),3(c)	1,280,230	1,280,230
Related party promissory notes	277,373	-	5(e)	(277,373)	-
Due to related party	1,305,501	-	5(e)	(859,156)	446,345
Total current liabilities	2,229,465	14,167		563,189	2,806,821
Non-current					
Reclamation provision	427,775	-		-	427,775
Total liabilities	2,657,240	14,167		563,189	3,234,596
Shareholders' equity					
Share capital	44,522,658	98,797,932		(93,347,489)	49,973,101
			5(c)	(98,797,932)	-
			3(a)	1,040,000	
			3(b),5(a)	3,273,914	
			5(e)	1,136,529	
Contributed surplus	14,779,061	6,650,960	5(f)	(6,650,960)	14,779,061
Accumulated deficit	(52,942,618)	(104,764,610)	3(e),5(f)	103,713,138	(53,994,090)
Foreign currency translation reserve	-	(489,866)	5(f)	489,866	-
Total equity	6,359,101	194,416		4,204,555	10,758,072
Total liabilities and equity	$ 9,016,341	$ 208,583		$ 4,767,744	$ 13,992,668

See accompanying notes to the unaudited pro-forma consolidated financial statements.

Western Exploration Inc. (formerly Crystal Peak Minerals Inc.)
Pro Forma Consolidated Statement of Loss and Comprehensive Loss
For the Six-Month Period Ended June 30, 2021
(Expressed in U.S. Dollars)
(Unaudited)

	Western Exploration LLC	Crystal Peak Minerals, Inc.	Note Ref.	Pro Forma Adjustments	Western Exploration Inc. Pro Forma Consolidated
	$	$		$	$
Operating expenses					
General and administrative	353,189	1,460		-	354,649
Depreciation	6,269	-		-	6,269
Investor relations	-	11,435		-	11,435
Professional fees	648,734	126,598		-	775,332
Exploration and evaluation expenditures	493,635	-		-	493,635
Compensation related to restricted share units	-	1,221		-	1,221
Share-based compensation	-	2,426		-	2,426
Total operating expenses	(1,501,827)	(143,140)		-	(1,644,967)
Other income (expenses)					
Interest income	-	34		-	34
Interest expense	(2,372)	-		-	(2,372)
Other income	61	-		-	61
Accretion expense	(26,235)	-		-	(26,235)
Foreign exchange gain (loss)	(2,878)	(1,384)		-	(4,262)
Transaction costs			3(d)	(205,888)	(205,888)
Listing expense	-	-	3(a)	(845,584)	(845,584)
Total other income (expenses)	(31,424)	(1,350)		(1,051,472)	(1,084,246)
Net loss and comprehensive loss	**$ (1,533,251)**	**$ (144,490)**		**$ (1,051,472)**	**$ (2,729,213)**
Weighted average number of common shares outstanding - basic and diluted (Note 4)	18,628	178,222,314	3(a)	(148,237,635)	30,003,307
Basic earnings (loss) per share	$ (185.22)	$ (0.00)			$ (0.09)

Western Exploration Inc. (formerly Crystal Peak Minerals Inc.)
Pro Forma Consolidated Statement of Loss and Comprehensive Loss
For the Year Ended December 31, 2020
(Expressed in U.S. Dollars)
(Audited)

	Western Exploration LLC	Crystal Peak Minerals, Inc.	Western Exploration Inc. Pro Forma Consolidated
	$	$	$
Operating expenses			
General and administrative	754,185	68,092	822,277
Depreciation	30,462	-	30,462
Investor relations	-	164,676	164,676
Professional fees	1,063,034	149,262	1,212,296
Exploration and evaluation expenditures	5,435,573	-	5,435,573
Compensation related to restricted share units	-	7,910	7,910
Share-based compensation	-	(4,293)	(4,293)
Total operating expenses	(7,283,254)	(385,647)	(7,668,901)
Other income (expenses)			
Interest income	1,495	3,805	5,300
Change in air value of derivative and warranty liability	-	71,681	71,681
Non-taxable government grant	62,500	-	62,500
Accretion expense	(1,114)	(67,170)	(68,284)
Finance expense		(1,307,690)	(1,307,690)
Foreign exchange gain (loss)	-	(5,815)	(5,815)
Total other income (expenses)	62,881	(1,305,189)	(1,242,308)
Net loss from continuing operations	**$ (7,220,373)**	**$ (1,690,836)**	**$ (8,911,209)**
Loss from discontinued operations	-	(68,615,866)	(68,615,866)
Net loss and comprehensive loss	**$ (7,220,373)**	**$ (70,306,702)**	**$ (77,527,075)**
Weighted average number of common shares outstanding - basic and diluted (Note 4)	1,560	277,584,587	277,586,147
Basic earnings (loss) per share	$ (505.68)	$ (0.26)	$ (0.28)

See accompanying notes to the unaudited pro-forma consolidated financial statements.

1. Basis of presentation

The accompanying unaudited pro forma consolidated statements of Western Exploration Inc. (the "Resulting Issuer"") have been prepared by management to reflect the amalgamation of Western Exploration LLC ("Western LLC") with Crystal Peak Minerals, Inc. ("CPM") after giving effect to the proposed reverse take-over transaction (the "RTO") as described in Note 2.

The unaudited pro forma consolidated statements should be read in conjunction with related historical financial information.

The unaudited pro forma consolidated statement of financial position and consolidated statements of loss and comprehensive loss have been prepared using accounting policies and practices consistent with those used in the preparation of Western LLC's recent financial statements, which are prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board. In preparing the unaudited pro forma consolidated financial information, consideration was given to identify accounting policy differences between Western LLC and CPM where the impact was potentially material and could be reasonably estimated.

Accounting policy differences may be identified after consummation and integration of the Arrangement (as defined in Note 2 hereafter). However, the significant accounting policies of CPM, after giving effect to the pro forma adjustments, are believed to conform in all material respects to those of Western LLC. In the opinion of management, the unaudited pro forma consolidated financial statements include all adjustments necessary for fair presentation.

Certain significant estimates have been made by the management of Western LLC in the preparation of these unaudited pro forma consolidated financial statements, in particular, the fair value of the equity consideration given by CPM, as discussed in Note 3.

The unaudited pro forma consolidated statement of financial position and the consolidated statements of loss and comprehensive loss for the six months ended June 30, 2021, have been compiled from:

- The statement of financial position and the statements of loss and comprehensive loss were obtained from the unaudited financial statements of Western Exploration LLC for the six months ended June 30, 2021.
- The consolidated statement of financial position and consolidated statements of loss and comprehensive loss were obtained from the unaudited condensed consolidated financial statements of Crystal Peak Minerals Inc. for the six months ended June 30, 2021.

The audited pro forma consolidated statement of loss and comprehensive loss for the year ended December 31, 2020, have been compiled from:

- The statement of loss and comprehensive loss was obtained from the audited financial statements of Western Exploration LLC for the year ended December 31, 2020.
- The consolidated statement of loss and comprehensive loss was obtained from the audited condensed consolidated financial statements of Crystal Peak Minerals Inc. for the year ended December 31, 2020.

The unaudited pro forma consolidated statement of financial position and statements of loss and comprehensive loss have been prepared as if the Arrangement had occurred as of June 30, 2021 and January 1, 2020, respectively. The unaudited pro forma consolidated financial statements have been prepared for illustration purposes only and may not be indicative of the combined results or financial position had the Arrangement been in effect at the date indicated.

The unaudited pro forma consolidated financial statements are presented in United States dollars, which is the functional currency of Western LLC. Certain amounts have been converted from U.S. dollars to Canadian dollars on the basis of an US$1.00: CAD$1.25 exchange rate as of June 30, 2021.

2. Reverse Takeover Transaction

On February 19, 2021 (as amended on July 12, 2021, October 12, 2021, and November 9, 2021) Western LLC and CPM (the “Parties”) entered into a business combination agreement by way of a Plan of Arrangement (the “Arrangement”) pursuant to which Western LLC will “go public” by way of the RTO. Pursuant to the Arrangement, and as part of the RTO, and subject to any required shareholder and regulatory approvals:

- all of the outstanding membership interests in Western LLC would be transferred to CPM in exchange for shares in the amalgamated company (the “Resulting Issuer”);
- the outstanding options and restricted share units of CPM would be surrendered by the holders thereof and canceled for no consideration;
- the common shares of CPM would be consolidated on a 363.30:1 basis (the “Share Consolidation”);
- CPM would continue from Yukon to British Columbia;
- the name of the Resulting Issuer would be changed to "Western Exploration Inc." (or such other name as may be acceptable to the Resulting Issuer) and change its stock exchange ticker symbol to "WEX" (the “Name Change”);
- the Resulting Issuer would adopt new articles, security-based compensation arrangements and other corporate policies,
- the board of directors and the management of the Resulting Issuer would be reconstituted; and
- the auditor of the Resulting Issuer would be MNP LLP.

The completion of the Arrangement is subject to certain conditions precedent, including but not limited to (a) obtaining all necessary regulatory approvals, including final TSX Venture Exchange (the “TSXV”) and if applicable, court approvals, of the Arrangement; (b) the approval by the Resulting Issuer shareholders of the Share Consolidation, the Name Change and other steps required to complete the Arrangement; (c) the approval of the CPM shareholders of the Arrangement; (d) CPM and Western LLC are satisfied with their due diligence review; (e) CPM having engaged a U.S. dealer that will be able to satisfy the regularly traded rules of the OTC; (f) CPM will have no outstanding liabilities as of closing; and (f) other customary conditions.

As part of the RTO, Western LLC has also entered into an engagement letter dated February 19, 2021 with Canaccord Genuity Corp., as the lead agent on behalf of a syndicate of agents (collectively, the "Agents"), to complete a concurrent financing, pursuant to which the Agents have agreed to sell, on a "best efforts" private placement basis, subscription receipts of CPM (the "Subscription Receipts") for gross proceeds of up to CDN $5,959,680.

3. Pro Forma Assumptions and Adjustments

The pro forma adjustments contained in this unaudited pro forma consolidated statement of financial position and unaudited proforma consolidated statement of loss and comprehensive loss are based on estimates and assumptions made by management of Western LLC based on available information at the date of preparation of the pro forma financial statements. The actual fair values of assets acquired, and liabilities assumed will be determined as of the RTO closing date and may differ materially from those recorded in this unaudited pro forma consolidated statement of financial position. The following adjustments have been made to reflect the Arrangement.

a. Common shares are calculated as 1.6% of total equity for CPM and 91% of total equity for Western LLC. Shares to remain outstanding post-consolidation are to total 30,435,126, including concurrent financing subscription receipts.

Total consideration paid to CPM has been valued using the concurrent financing share price of US$2.12 (CAD$2.65). CPM net assets received include current assets of $208,583 less accounts payable of $14,167, as of June 30, 2021.

Consideration:		
New shares issued to CPM		490,566
Share price		$2.12
Total consideration	$	1,040,000
CPM net assets received		(194,416)
Listing expense	$	845,584

b. Transaction Costs

In conjunction with the Arrangement, CPM will complete a brokered private placement of 2,248,936 subscription receipts of CPM (each a "Subscription Receipt"), at a price of CAD$2.65 per Subscription Receipt for aggregate proceeds of CAD$5,959,680 (US $4,767,744 at June 30, 2021). Each Subscription Receipt entitles the holder thereof to receive one unit of CPM (each, a "Financing Unit"), with each Financing Unit comprised of one (1) post-Consolidation Share (each, a "Financing Share"), and one (1) post-consolidated share purchase warrant (each, a "Financing Warrant"). Each Financing Warrant will entitle the holder thereof to acquire one additional post-Consolidation share, at an exercise price of CAD$3.975 per share, expiring on October 13, 2023.

In connection with the concurrent financing, the agents will be entitled to a cash commission equal to 6% of the aggregate gross proceeds, estimated at CAD$267,000 (US$ 213,600 at June 30, 2021) and will be issued 82,752 broker warrants (each, a "Broker Warrant"). Each Broker Warrant will entitle the holder thereof to acquire one additional post-Consolidation share at an exercise price of CAD$3.05 per share, expiring twelve (12) months following the closing of the arrangement.

Subscription Receipts	$	4,767,744
Less: commissions		(213,600)
Net Share Subscriptions	$	4,554,144
Less: fair value of Financing Warrants		(1,280,230)
Value allocated to Share Capital	$	3,273,914

c. The Warrants were valued under existing terms with a volatility of 100%, interest rate of 0.69%, exercise price of $3.975, expected life of two years and price of the underlying share of $1.96. The Broker Warrants were valued under existing terms with a volatility of 100%, interest rate of 0.69%, exercise price of $3.05, expected life of one year and price of the underlying share of $1.96. Due to the exercise price of warrants dominated in a currency other than Western LLC's functional currency, they therefore fail to meet the definition of equity and have been classified as a liability.

d. Additional transaction costs include legal fees and Agents' expense:

Legal fees	$ 189,888
Agents' expense	16,000
Transaction costs	$ 205,888

e. In connection with the Arrangement the adjustment to accumulated deficit consists of:

Elimination of CPM accumulated deficit	$ 104,764,610
Listing expense (note 3a)	(845,584)
Transaction costs (note 3d)	(205,888)
	$ 103,713,138

4. Pro Forma Share Capital

	Western Exploration LLC	Crystal Peak Minerals, Inc.	Note Ref.	Pro Forma Adjustments	Western Exploration Inc. Pro Forma Consolidated
	At June 30, 2021	At June 30, 2021		At June 30, 2021	At June 30, 2021
Number of shares	#	#		#	#
Voting Common Shares - CPM	-	178,222,314	5(d)	(178,222,314)	-
Class A Units - Western LLC	17,634	-	5(f)	(17,634)	-
Class A-1 Units - Western LLC	993	-	5(f)	(993)	-
Class B Units - Western LLC	1,560	-	5(f)	(1,560)	-
Post Consolidated Common Shares held by Western LLC	-	-	5(f)	27,150,978	27,150,978
Post Consolidated Common Shares issued to CPM	-	-	3(a)	490,566	490,566
Post Consolidated Common Shares issued in Concurrent Financing	-	-	3(b)	2,248,936	2,248,936
Post Consolidated Common Shares to settle debt			5(e)	544,646	544,646
Total Shares	20,187	178,222,314		(147,807,375)	30,435,126

	Western Exploration LLC	Crystal Peak Minerals, Inc.	Note Ref.	Pro Forma Adjustments	Western Exploration Inc. Pro Forma Consolidated
	At June 30, 2021	At June 30, 2021		At June 30, 2021	At June 30, 2021
U.S. Dollars	$	$		$	$
Voting Common Shares - CPM	-	98,797,932	5(f)	(98,797,932)	-
Class A Units - Western LLC	34,189,325	-	5(f)	(34,189,325)	-
Class A-1 Units - Western LLC	7,000,000	-	5(f)	(7,000,000)	-
Class B Units - Western LLC	3,333,333	-	5(f)	(3,333,333)	-
Post Consolidated Common Shares held by Western LLC	-	-	5(f)	44,522,658	44,522,658
Post Consolidated Common Shares issued to CPM Shareholders	-	-	3(a)	1,040,000	1,040,000
Post Consolidated Common Shares issued in Concurrent Financing	-	-	3(b)	3,273,914	3,273,914
Post Consolidated Common Shares to settle debt			5(e)	1,136,529	1,136,529
Total Share Capital	$ 44,522,658	$ 98,797,932		$ (93,347,489)	$ 49,973,101

5. Subsequent Events

On July 12, 2021, the Arrangement was amended (the “Amended Agreement”) to. (i) extend the completion deadline of the RTO to October 29, 2021, and (ii) amend the basis of consolidation of CPM shares to a ratio of one (1) post-consolidation CPM share for each 363.30 pre-consolidation CPM shares. The Amended Agreement was amended again on October 12, 2021 (the “Second Amended Agreement”) to further extend the completion deadline of the RTO to January 31, 2022. On November 9, 2021, Crystal and the Company further amended the Arrangement Agreement to allow Western to reclassify its share structure prior to closing of the RTO. Western will undergo a reclassification of its share capital whereby the outstanding classes of units of Western (Class A, Class A-1 and Class B units) were reclassified into one single class of units (the "New Units"). At the same time and pursuant to a redemption agreement between Agnico and Western to be entered prior to Closing, Western is obligated to redeem 2,358,490 New Units of Western in exchange for the grant of the Agnico Royalty of 1.0% net smelter royalty return on the Aura Project. In addition, Western will enter into certain agreements for the conversion of indebtedness.

The principal features of the business combination may be summarized as follows:

a. On October 13, 2021, CPM completed a concurrent financing, on a “best efforts” private placement basis, of the Subscription Receipts for aggregate proceeds of CAD$5,959,680 (US $4,767,744 at June 30, 2021). Each Subscription Receipt will be convertible into one free-trading common share and one share purchase warrant of CPM for a total of 2,248,936 post-consolidation shares.

b. Agent fees incurred in connection with issuance of the Subscription Receipts were CAD$267,000 (US $213,600), see Note 3(b). The Subscription Receipts will be held in escrow by TSX Trust Company until January 11, 2022 or will be released to CPM once all escrow conditions of the Subscription Receipts have been met.

c. The outstanding share options and restricted share units of CPM will be surrendered by the holders thereof for no consideration. With the amalgamation the legacy balances of CPM are all eliminated.

d. Common shares of CPM will consolidate on a 363.3 to 1 basis. In the event that the consolidation is completed on a basis other than this ratio, the offering price and number of Subscription Receipt shares will be adjusted accordingly.

e. The entirety of the principal and accrued interest on the related party promissory note held by Western LLC shall be settled through the issuance of 139,384 post-consolidated shares. Additionally, amounts due to related parties totaling $859,156 held by Western LLC shall be settled through the issuance of 405,262 post-consolidated shares.

f. Share capital will consolidate, such that the contributed surplus (US$6,650,960), accumulated deficit (-US$104,764,610), and the foreign currency translation reserve (-US$489,866) reported by CPM as of June 30, 2021, is eliminated, and the Resulting Issuer will have 30,435,126 shares outstanding and share capital value as discussed in Note 3(b), immediately following the closing of the RTO.

g. The name of the Resulting Issuer will be changed to “Western Exploration, Inc.” with trading symbol “WEX.V”.

h. CPM and Western LLC will amalgamate and continue as one corporation under the provisions of the TSXV and, as a result, the property and liabilities of Western LLC and CPM will become the property and liabilities of Western Exploration Inc.

i. The board of directors and the management of the Resulting Issuer will be reconstituted to include (i) Mr. Marceau Schlumberger, as Chair, (ii) Mr. Darcy Marud, (iii) Mr. John Rogers, (iv) Mr. Brian Kennedy, (v) Mr. Nicolas Schlumberger, and (vi) Mr. Gerard Munera;

j. The auditor of the Resulting Issuer will be MNP LLP; and

k. The existing members of Western LLC will be entitled to receive an aggregate of 27,695,624 shares of the Resulting Issuer (after giving effect to the Share Consolidation) in exchange for their membership interests in Western LLC. Concurrent financing for 2,248,936 shares through the public market diluted Western LLC's ownership in the Resulting Issuer to 91.0% and CPM's interest to 1.61% as shown below.

Share Allocation		
Western LLC	91.00%	27,695,624
CPM	1.61%	490,566
Subscription Receipts	7.39%	2,248,936
Total Shares		30,435,126

APPENDIX "N"
DISSENT RIGHTS UNDER *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

Sections 237 to 247 of the *Business Corporations Act* (British Columbia)

Definitions and Application

237 (1) In this Division:

"**dissenter**" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"**notice shares**" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"**payout value**" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2)(c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or

(d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1)(g), the court orders otherwise or the resolution provides otherwise.

Right to Dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles

(i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on, or

(ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301(5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242(4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of Right to Dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of Resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of Court Orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

Notice of Dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1)(a), (b), (c), (d), (e) or (f) must,

(a) if the company has complied with section 240(1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240(3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240(1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238(1)(g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240(2)(b) or (3)(b) as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238(1)(h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of Intention to Proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1)(a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of Dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242(4)(c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1)(c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for Notice Shares

245 (1) A company and a dissenter who has complied with section 244(1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244(1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2)(a) of this section, the company must

(a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1)(b) or (3)(b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of Right to Dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders Entitled to Return of Shares and Rights

247 If, under section 244(4) or (5), 245(4)(a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244(1)(b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244(6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

APPENDIX "O"
DISSENT RIGHTS UNDER *BUSINESS CORPORATIONS ACT* (YUKON)

***Business Corporations Act* (Yukon)**

SECTION 193
SHAREHOLDER'S RIGHT TO DISSENT

193

(1) Subject to sections 194 and 243, a holder of shares of any class of a corporation may dissent if the corporation resolves to

(a) amend its articles under section 175 or 176 to add, change or remove any provisions restricting or constraining the issue or transfer of shares of that class;

(b) amend its articles under section 175 to add, change or remove any restrictions on the business or businesses that the corporation may carry on;

(c) amalgamate with another body corporate, otherwise than under section 186;

(d) be continued under the laws of another jurisdiction under section 191; or

(e) sell, lease or exchange all or substantially all its property under paragraph 192(1)(c).

(2) A holder of shares of any class or series of shares entitled to vote under section 178 may dissent if the corporation resolves to amend its articles in a manner described in that section.

(3) In addition to any other right, but subject to subsection (20), a shareholder entitled to dissent under this section and who complies with this section is entitled to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the last business day before the day on which the resolution from which the shareholder dissents was adopted.

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the dissenting shareholder or on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

(5) A dissenting shareholder shall send to the corporation a written objection to a resolution referred to in subsection (1) or (2)

(a) at or before any meeting of shareholders at which the resolution is to be voted on; or

(b) if the corporation did not send notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent, within a reasonable time after learning that the resolution was adopted and of the right to dissent.

(5.1) The execution or exercise of a proxy does not constitute a written objection for the purposes of subsection (5).

(6) An application may be made to the Supreme Court after the adoption of a resolution referred to in subsection (1) or (2),

(a) by the corporation; or

(b) subject to subsection (6.1), by a shareholder if an objection under subsection (5) has been sent by the shareholder to the corporation,

to set the fair value in accordance with subsection (3) of the shares of a shareholder who dissents under this section.

(6.1) A shareholder who has sent an objection under subsection (5) ceases to be a dissenting shareholder and is not entitled to make an application under subsection (6) or to claim under this section if

(a) the shareholder votes, in person or by proxy, in favour of the resolution referred to in subsection (1) or (2); or

(b) the shareholder withdraws the objection by written notice to the corporation.

(7) If an application is made under subsection (6), the corporation shall, unless the Supreme Court otherwise orders, send to each dissenting shareholder a written offer to pay an amount considered by the directors to be the fair value of the shares to that shareholder.

(8) Unless the Supreme Court otherwise orders, an offer referred to in subsection (7) shall be sent to each dissenting shareholder

(a) at least 10 days before the date on which the application is returnable, if the corporation is the applicant; or

(b) within 10 days after the corporation is served with a copy of the originating notice, if a shareholder is the applicant.

(9) Every offer made under subsection (7) shall

(a) be made on the same terms; and

(b) contain or be accompanied by a statement showing how the fair value was determined.

(10) A dissenting shareholder may make an agreement with the corporation for the purchase of that shareholder's shares by the corporation, in the amount of the corporation's offer under subsection (7) or otherwise, at any time before the Supreme Court pronounces an order setting the fair value of the shares.

(11) A dissenting shareholder

(a) is not required to give security for costs in respect of an application under subsection (6); and

(b) except in special circumstances shall not be required to pay the costs of the application or appraisal.

(12) In connection with an application under subsection (6), the Supreme Court may give directions for

(a) joining as parties all dissenting shareholders whose shares have not been purchased by the corporation and for the representation of dissenting shareholders who, in the opinion of the Supreme Court, are in need of representation;

(b) the trial of issues and interlocutory matters, including pleadings and examinations for discovery;

(c) the payment to the shareholder of all or part of the sum offered by the corporation for the shares;

(d) the deposit of the share certificates with the Supreme Court or with the corporation or its transfer agent;

(e) the appointment and payment of independent appraisers, and the procedures to be followed by them;

(f) the service of documents; and

(g) the burden of proof on the parties.

(13) On an application under subsection (6), the Supreme Court shall make an order

(a) setting the fair value of the shares in accordance with subsection (3) of all dissenting shareholders who are parties to the application;

(b) giving judgment in that amount against the corporation and in favour of each of those dissenting shareholders; and

(c) setting the time within which the corporation must pay that amount to a shareholder.

(14) On

(a) the action approved by the resolution from which the shareholder dissents becoming effective;

(b) the making of an agreement under subsection (10) between the corporation and the dissenting shareholder as to the payment to be made by the corporation for that shareholder's shares, whether by the acceptance of the corporation's offer under subsection (7) or otherwise; or

(c) the pronouncement of an order under subsection (13),

whichever first occurs, the shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shares in the amount agreed to between the corporation and the shareholder or in the amount of the judgment, as the case may be.

(15) Paragraph (14)(a) does not apply to a shareholder referred to in paragraph (5)(b).

(16) Until one of the events mentioned in subsection (14) occurs,

(a) the shareholder may withdraw the dissent; or

(b) the corporation may rescind the resolution,

and in either event proceedings under this section shall be discontinued.

(17) The Supreme Court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder, from the date on which the shareholder ceases to have any rights as a shareholder because of subsection (14) until the date of payment.

(18) If subsection (20) applies, the corporation shall, within 10 days after

(a) the pronouncement of an order under subsection (13); or

(b) the making of an agreement between the shareholder and the corporation as to the payment to be made for the shares,

notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

(19) Even though a judgment has been given in favour of a dissenting shareholder under paragraph (13)(b), if subsection (20) applies, the dissenting shareholder, by written notice delivered to the corporation within 30 days after receiving the notice under subsection (18), may withdraw the notice of objection, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to having full rights as a

shareholder, failing which the shareholder retains a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

(20) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or

(b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

(21) Upon application by a corporation that proposes to take any of the actions referred to in subsection (1) or (2), the Supreme Court may, if satisfied that the proposed action is not in all the circumstances one that should give rise to the rights arising under subsection (3), by order declare that those rights will not arise upon the taking of the proposed action, and the order may be subject to compliance with such terms and conditions as the Supreme Court thinks fit. *S.Y. 2010, c.8, s. 126; S.Y. 2002, c.20, s. 193*

APPENDIX "P"
CERTAIN CORPORATE DIFFERENCES BETWEEN BCBCA AND YBCA

SUMMARY OF THE DIFFERENCES BETWEEN THE BRITISH COLUMBIA BUSINESS CORPORATIONS ACT AND THE YUKON BUSINESS CORPORATION ACT

The following is a summary only of certain differences between the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), the statute that will govern the corporate affairs of the Corporation upon the Continuance, and the *Business Corporations Act* (Yukon) (the "**YBCA**"), the statute which currently governs the corporate affairs of the Corporation.

In approving the Continuance, the shareholders will be approving the adoption of the continuance application with Notice of Articles and new Articles for the Corporation and will be agreeing to hold securities in a Company governed by the BCBCA. This Appendix A summarizes some of the differences that could materially affect the rights and obligations of shareholders after giving effect to the Continuance. In exercising their vote, shareholders should consider the distinctions between the BCBCA and the YBCA, only some of which are outlined below.

Notwithstanding the alteration of shareholders' rights and obligations under the BCBCA and the proposed Continuance, the Corporation will still be bound by the rules and policies of the Exchange, the OTC Pink Sheets, the United States Securities and Exchange Commission and the British Columbia Securities Commission, as well as any other applicable securities legislation.

The following summary should not be construed as legal advice to any particular shareholder, all of whom are advised to consult their own legal advisors respecting all of the implications of the Continuance.

Charter Documents

Under the YBCA, a company has "articles of incorporation", which set forth the name of the company, the amount and type of authorized capital, the number of directors and any restrictions on the type of business the corporation can carry on. Additionally, a company has "bylaws" which govern the management of the company and the holding of shareholders' and directors' meetings, among other things. The articles are filed with the YBCA Registrar and the bylaws are filed only with the company's registered and records office.

Under the BCBCA, the charter documents consist of a "Notice of Articles", which sets forth the name of the company, the amount and type of authorized capital, the directors and the registered and records office. Additionally, a company has "Articles" which govern the management of the company. The Notice of Articles is filed with the BCBCA Registrar of Companies and the Articles are kept at the company's registered and records office.

If shareholders approve the Continuance under the BCBCA, the Corporation's authorized share capital will consist of an unlimited number of voting common shares, issuable in series, without par value. Under the YBCA the Corporation's authorized capital consists of an unlimited number voting common shares, non-voting common shares and an unlimited number of Preference Shares. The Continuance to British Columbia will not result in any substantive changes to the constitution, powers or management of the Corporation except as previously described.

Amendments to the Charter Documents of the Corporation

The YBCA requires a two-thirds majority vote, or such other special majority as specified in the articles, to make substantive changes to a company's charter documents. Any substantive change to the corporate charter of a company under the BCBCA, such as an alteration of the restrictions, if any, of the business carried on by a company, or an increase or reduction of the authorized capital of a company requires a special resolution passed by:

(a) the majority of votes that the Articles of the company specify is required for the company to pass a special resolution at a general meeting, if that specified majority is at least two-thirds and not more than three-quarters of the votes cast on the resolution; or

(b) if the Articles do not contain such a provision, a special resolution passed by at least two-thirds of the votes cast on the resolution.

The BCBCA does allow some limited capital alterations to be approved without a special resolution but on the terms, and in the manner, if any, provided for in a company's Articles. The Corporation intends to adopt such procedures. Under the YBCA and the BCBCA, other fundamental changes, such as an alteration of the special rights and restrictions attached to issued shares or a proposed amalgamation or continuation of a company out of the jurisdiction, require a similar special resolution passed by the holders of shares of each class entitled to vote at a general meeting of a company and the holders of all classes of shares adversely affected by an alteration of special rights and restrictions.

Sale of Corporation's Undertaking

Under the YBCA, the approval of the shareholders of a company represented at a duly called meeting are required to vote on a sale, lease or exchange of all or substantially all of the property of a company. Where the class or series is affected by the sale, lease or exchange in a manner different from another class or series, the holders of shares of that class or series are entitled to vote separately as a class or series. Each share of a company carries the right to vote in respect of the sale, lease or exchange whether or not it otherwise carries the right to vote. A sale, lease or exchange is adopted when the holders of each class or series of shares entitled to vote have approved the sale, lease or exchange by a two-thirds majority, or such other special majority as specified in the articles.

Under the BCBCA, a company may sell, lease or otherwise dispose of all or substantially all of the undertaking of a company only if it does so in the ordinary course of its business or if it has been authorized to do so by a special resolution passed by the majority of votes that the Articles of the company specify is required for the company to pass a special resolution at a general meeting, if that specified majority is at least two-thirds and not more than three-quarters of the votes cast on the resolution or, if the Articles do not contain such a provision, a special resolution passed by at least two-thirds of the votes cast on the resolution.

Rights of Dissent and Appraisal

The BCBCA provides that shareholders who dissent to certain actions being taken by a company may exercise a right of dissent and require the company to purchase the shares held by such shareholder at the fair value of such shares. The dissent right is applicable where a company proposes:

(a) a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;

(b) a resolution to adopt an amalgamation agreement;

(c) a resolution to approve an amalgamation into a foreign jurisdiction;

(d) a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) any other resolution, if dissent is authorized by the resolution; or

(h) any court order that permits dissent.

The YBCA provides that shareholders who dissent to certain actions being taken by a company may exercise a right of dissent and require the company to purchase the shares held by shareholders at the fair value of such shares. The dissent right is applicable where the company proposes to:

(a) amend its articles to add, change or remove any provisions restricting or constraining the issue or transfer of shares of a particular class or to add, change or remove any restriction on the business that the company may carry on;

(b) amalgamate with another corporation;

(c) continue under the laws of another jurisdiction;

(d) sell, lease or exchange all or substantially all of its property; and,

(e) alter rights that a series or class on which change the holders of shares of that series or class are entitled to vote separately.

Oppression Remedies

Under the BCBCA, a shareholder of a company has the right to apply to court on the grounds that:

(a) the affairs of the company are being or have been conducted, or that the powers of the directors are being or have been exercised, in a manner oppressive to one or more of the shareholders, including the applicant, or

(b) some act of the company has been done or is threatened, or that some resolution of the shareholders or of the shareholders holding shares of a class or series of shares has been passed or is proposed, that is unfairly prejudicial to one or more of the shareholders, including the applicant.

On such an application, the court may make such order as it sees fit including among other things an order prohibiting or directing any act by the company.

The YBCA contains rights that are substantially broader in that they are available to a larger class of complainants. Under the YBCA, a shareholder, former shareholder, director, former director, officer, former officer of a company or any of its affiliates, or any other person who, in the discretion of a court, is a proper person to seek an oppression remedy. They may apply to a court for an order to rectify the matters complained of where, in respect of a company or any of its affiliates, any act or omission of the company or its affiliates effects a result, or the business or affairs of the company or its affiliates are or have been exercised in a manner, or the powers of the directors of the company or any of its affiliates are or have been exercised in a manner that is oppressive or unfairly prejudicial to, or that unfairly disregards the interest of, any securityholder, former securityholder, creditor, director, former director, officer or former officer.

Shareholder Derivative Actions

Under the BCBCA, a shareholder or director of a company may, with leave of the court, prosecute a legal proceeding in the name and on behalf of the company to enforce a right, duty or obligation owed to the company that could be enforced by the company itself or to obtain damages for any breach of such a right, duty or obligation.

A broader right to bring a derivative action is contained in the YBCA, and this right extends to a shareholder, former shareholder, director, former director, officer, former officer of a company or any of its affiliates, and any person who, in the discretion of the court, is a proper person to make an application to court to bring a derivative action. In addition, the YBCA permits derivative actions to be commenced in the name and on behalf of a company or any of its subsidiaries.

Requisition of Meetings

The BCBCA provides that one or more shareholders of a company holding at least 1/20 of the issued voting shares of a company may give notice to the directors requiring them to call and hold a general meeting. Under the BCBCA, if the directors do not call a meeting within 21 days of receiving the requisition, any shareholder who signed the requisition may call the meeting. The YBCA also provides this right.

Form of Proxy and Information Circular (Proxy Statement) for Reporting Companies

The requirement for reporting issuers to provide a notice of a general meeting, a form of proxy and an information circular (proxy statement) containing prescribed information regarding the matters to be dealt with at and the conduct of the general meeting is now governed by securities legislation and is not governed by the BCBCA or the YBCA, except for the content of the notice for Yukon meetings as well as certain aspects of the form of proxy which remain governed by the YBCA.

Indemnification

The YBCA allows a company to indemnify a director or former director or officer or former officer of a company or a person who acts or acted at the company's request as a director or officer of a body corporate of which the company is or was a shareholder or creditor, against all liability and expenses reasonably incurred by him or her in a proceeding to which he or she is made party by reason of being or having been a director or officer if he or she acted honestly and in good faith with a view to the best interests of the company or, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the director or officer had reasonable grounds for believing that the their conduct was lawful. Additionally, in such cases where the director or officer was not judged by the Yukon Supreme Court or other competent authority to have committed any fault nor to have omitted to do anything that the person ought to have done and fulfilled the conditions of good faith and honesty in the case of civil actions and lawful conduct in the case of criminal or administrative actions, the YBCA requires the company to indemnify the director or officer. The BCBCA also provides these rights.

Dividends

The YBCA limits the circumstances under which a company may declare dividends only where there are reasonable grounds for believing that the company is, or would after the payment be, unable to pay its liabilities as they become due. The BCBCA provides a similar limitation on the declaration of dividends.

Place of Meetings

Unless the articles or bylaws provide otherwise, meetings of shareholders of Yukon corporations may be held at the place in or outside the Yukon that the directors determine.

Under the BCBCA, general meetings of shareholders are to be held in British Columbia or may be held at a location outside of British Columbia if:

(a) the location is provided for in the articles;

(b) the articles do not restrict the company from approving a location outside of British Columbia and the location is approved by the resolution required by the articles for that purpose, or if no resolution is specified then approved by ordinary resolution; or

(c) the location is approved in writing by the BCBCA Registrar of Companies before the meeting is held.

Directors

The YBCA provides that a distributing company must have not fewer than 3 directors, at least 2 of whom are not officers or employees of the company or its affiliates.

The BCBCA provides that a public company must have a minimum of 3 directors.

APPENDIX "Q"
ARTICLES OF THE RESULTING ISSUER

See attached.

[CRYSTAL PEAK MINERALS INC.]
(the "Company")

Incorporation Number: _____

ARTICLES

1. INTERPRETATION 6
   - 1.1 Definitions 6
   - 1.2 *Business Corporations Act and Interpretation Act* Definitions Applicable 6

2. SHARES AND SHARE CERTIFICATES 6
   - 2.1 Authorized Share Structure 6
   - 2.2 Form of Share Certificate 6
   - 2.3 Shareholder Entitled to Certificate or Acknowledgment 6
   - 2.4 Delivery by Mail 7
   - 2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement 7
   - 2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment 7
   - 2.7 Splitting Share Certificates 7
   - 2.8 Certificate Fee 7
   - 2.9 Recognition of Trusts 7

3. ISSUE OF SHARES 7
   - 3.1 Directors Authorized 7
   - 3.2 Commissions and Discounts 8
   - 3.3 Brokerage 8
   - 3.4 Conditions of Issue 8
   - 3.5 Share Purchase Warrants and Rights 8

4. SHARE REGISTERS 8
   - 4.1 Central Securities Register 8
   - 4.2 Closing Register 8

5. SHARE TRANSFERS 9
   - 5.1 Registering Transfers 9
   - 5.2 Form of Instrument of Transfer 9
   - 5.3 Transferor Remains Shareholder 9
   - 5.4 Signing of Instrument of Transfer 9
   - 5.5 Enquiry as to Title Not Required 9
   - 5.6 Transfer Fee 9

6. TRANSMISSION OF SHARES 10
   - 6.1 Legal Personal Representative Recognized on Death 10
   - 6.2 Rights of Legal Personal Representative 10

7. PURCHASE OF SHARES 10
   - 7.1 Company Authorized to Purchase Shares 10
   - 7.2 Purchase When Insolvent 10
   - 7.3 Sale and Voting of Purchased Shares 10

8. BORROWING POWERS 10

9. ALTERATIONS 11
9.1 Alteration of Authorized Share Structure 11
9.2 Special Rights and Restrictions 11
9.3 Change of Name 11
9.4 Other Alterations 12

10. MEETINGS OF SHAREHOLDERS 12
10.1 Annual General Meetings 12
10.2 Resolution Instead of Annual General Meeting 12
10.3 Calling of Meetings of Shareholders 12
10.4 Notice for Meetings of Shareholders 12
10.5 Record Date for Notice 12
10.6 Record Date for Voting 13
10.7 Failure to Give Notice and Waiver of Notice 13
10.8 Notice of Special Business at Meetings of Shareholders 13
10.9 Location of Annual General Meeting 13

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS 13
11.1 Special Business 13
11.2 Special Majority 14
11.3 Quorum 14
11.4 One Shareholder May Constitute Quorum 14
11.5 Other Persons May Attend 14
11.6 Requirement of Quorum 14
11.7 Lack of Quorum 14
11.8 Lack of Quorum at Succeeding Meeting 15
11.9 Chair 15
11.10 Selection of Alternate Chair 15
11.11 Adjournments 15
11.12 Notice of Adjourned Meeting 15
11.13 Decisions by Show of Hands or Poll 15
11.14 Declaration of Result 15
11.15 Motion Need Not be Seconded 15
11.16 Casting Vote 16
11.17 Meeting by Telephone or Other Communications Medium 16

12. VOTES OF SHAREHOLDERS 16
12.1 Number of Votes by Shareholder or by Shares 16
12.2 Votes of Persons in Representative Capacity 16
12.3 Votes by Joint Holders 16
12.4 Legal Personal Representatives as Joint Shareholders 17
12.5 Representative of a Corporate Shareholder 17
12.6 Proxy Provisions Do Not Apply to All Companies 17
12.7 Appointment of Proxy Holders 17
12.8 Alternate Proxy Holders 17
12.9 Deposit of Proxy 18
12.10 Validity of Proxy Vote 18
12.11 Form of Proxy 18
12.12 Revocation of Proxy 19
12.13 Revocation of Proxy Must Be Signed 19
12.14 Production of Evidence of Authority to Vote 19

13. DIRECTORS 19
13.1 First Directors; Number of Directors 19

13.2 Change in Number of Directors 20
13.3 Directors' Acts Valid Despite Vacancy 20
13.4 Remuneration of Directors 20
13.5 Reimbursement of Expenses of Directors 20
13.6 Special Remuneration for Directors 20
13.7 Gratuity, Pension or Allowance on Retirement of Director 20

14. ELECTION AND REMOVAL OF DIRECTORS 20
14.1 Election at Annual General Meeting 20
14.2 Consent to be a Director 21
14.3 Failure to Elect or Appoint Directors 21
14.4 Places of Retiring Directors Not Filled 21
14.5 Directors May Fill Casual Vacancies 21
14.6 Remaining Directors Power to Act 22
14.7 Shareholders May Fill Vacancies 22
14.8 Additional Directors 22
14.9 Ceasing to be a Director 22
14.10 Removal of Director by Shareholders 22
14.11 Removal of Director by Directors 22

15. ALTERNATE DIRECTORS 23
15.1 Appointment of Alternate Director 23
15.2 Notice of Meetings 23
15.3 Alternate for More Than One Director Attending Meetings 23
15.4 Consent Resolutions 23
15.5 Alternate Director Not an Agent 23
15.6 Revocation of Appointment of Alternate Director 23
15.7 Ceasing to be an Alternate Director 23
15.8 Remuneration and Expenses of Alternate Director 24

16. POWERS AND DUTIES OF DIRECTORS 24
16.1 Powers of Management 24
16.2 Appointment of Attorney of Company 24
16.3 Remuneration of the auditor 24

17. DISCLOSURE OF INTEREST OF DIRECTORS 24
17.1 Obligation to Account for Profits 24
17.2 Restrictions on Voting by Reason of Interest 24
17.3 Interested Director Counted in Quorum 25
17.4 Disclosure of Conflict of Interest or Property 25
17.5 Director Holding Other Office in the Company 25
17.6 No Disqualification 25
17.7 Professional Services by Director or Officer 25
17.8 Director or Officer in Other Corporations 25

18. PROCEEDINGS OF DIRECTORS 25
18.1 Meetings of Directors 25
18.2 Voting at Meetings 26
18.3 Chair of Meetings 26
18.4 Meetings by Telephone or Other Communications Medium 26
18.5 Calling of Meetings 26
18.6 Notice of Meetings 26
18.7 When Notice Not Required 26
18.8 Meeting Valid Despite Failure to Give Notice 27
18.9 Waiver of Notice of Meetings 27
18.10 Quorum 27

18.11 Validity of Acts Where Appointment Defective 27
18.12 Consent Resolutions in Writing 27

19. EXECUTIVE AND OTHER COMMITTEES 27
19.1 Appointment and Powers of Executive Committee 27
19.2 Appointment and Powers of Other Committees 28
19.3 Obligations of Committees 28
19.4 Powers of Board 28
19.5 Committee Meetings 28

20. OFFICERS 29
20.1 Directors May Appoint Officers 29
20.2 Functions, Duties and Powers of Officers 29
20.3 Qualifications 29
20.4 Remuneration and Terms of Appointment 29

21. INDEMNIFICATION 29
21.1 Definitions 29
21.2 Mandatory Indemnification of Directors and Former Directors 30
21.3 Indemnification of Other Persons 30
21.4 Non-Compliance with Business Corporations Act 30
21.5 Company May Purchase Insurance 30

22. DIVIDENDS 30
22.1 Payment of Dividends Subject to Special Rights 30
22.2 Declaration of Dividends 30
22.3 No Notice Required 31
22.4 Record Date 31
22.5 Manner of Paying Dividend 31
22.6 Settlement of Difficulties 31
22.7 When Dividend Payable 31
22.8 Dividends to be Paid in Accordance with Number of Shares 31
22.9 Receipt by Joint Shareholders 31
22.10 Dividend Bears No Interest 31
22.11 Fractional Dividends 31
22.12 Payment of Dividends 32
22.13 Capitalization of Surplus 32

23. DOCUMENTS, RECORDS AND REPORTS 32
23.1 Recording of Financial Affairs 32
23.2 Inspection of Accounting Records 32

24. NOTICES 32
24.1 Method of Giving Notice 32
24.2 Deemed Receipt of Mailing 33
24.3 Certificate of Sending 33
24.4 Notice to Joint Shareholders 33
24.5 Notice to Trustees 33

25. SEAL AND EXECUTION OF DOCUMENTS 33
25.1 Who May Attest Seal 33
25.2 Sealing Copies 34
25.3 Mechanical Reproduction of Seal 34
25.4 Execution of Documents Generally 34

26. PROHIBITIONS 34
26.1 Definitions....34
26.2 Application....35
26.3 Consent Required for Transfer of Shares or Designated Securities 35

27. ADVANCE NOTICE OF NOMINATIONS OF DIRECTORS....35

28. SPECIAL RIGHTS AND RESTRICTIONS – COMMON SHARES 36

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

(1) "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;

(2) "*Business Corporations Act*" means the *Business Corporations Act* (British Columbia) as amended from time to time and includes all regulations as amended from time to time made pursuant to that Act;

(3) "legal personal representative" means the personal or other legal representative of the shareholder;

(4) "registered address" of a shareholder means the shareholder's address as recorded in the central securities register;

(5) "seal" means the seal of the Company, if any.

1.2 *Business Corporations Act and Interpretation Act* Definitions Applicable

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*. The directors may, by resolution, provide that; (a) the shares of any or all of the classes and series of the Company's shares must be uncertificated shares; or (b) any specified shares must be uncertificated shares. Within reasonable time after the issue or transfer of a share that is an uncertificated share, the Company must send to the shareholder a written notice in accordance with the *Business Corporations Act.*

2.3 Shareholder Entitled to Certificate or Acknowledgment

Unless the shares of which the shareholder is the registered owner are uncertificated shares, each shareholder is entitled, on request and at the shareholder's option, to receive, without charge, (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

(1) order the share certificate or acknowledgment, as the case may be, to be cancelled; and

(2) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive:

(1) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and

(2) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times,

to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

(1) consideration is provided to the Company for the issue of the share by one or more of the following:

(a) past services performed for the Company;

(b) property;

(c) money; and

(2) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

(1) a duly signed instrument of transfer in respect of the share has been received by the Company;

(2) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and

(3) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment has been surrendered to the Company.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

(1) in the name of the person named as transferee in that instrument of transfer; or

(2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(1) the Company is insolvent; or

(2) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(1) is not entitled to vote the share at a meeting of its shareholders;

(2) must not pay a dividend in respect of the share; and

(3) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

(1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;

(3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by resolution of the directors:

(1) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(3) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(4) if the Company is authorized to issue shares of a class of shares with par value:

(a) decrease the par value of those shares; or

(b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(5) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(6) alter the identifying name of any of its shares; or

(7) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Special Rights and Restrictions

Subject to the *Business Corporations Act*, the Company may by special resolution:

(1) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(2) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name

The Company may by consent resolution of the directors or by special resolution authorize an alteration of its Notice of Articles in order to change its name or adopt or change any translation of that name.

9.4 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

A notice of meeting for a meeting held entirely by virtual means in accordance with Article 11.17, must include instructions for shareholder participation in the meeting to the extent and in the manner required by the *Business Corporations Act*.

10.5 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

If no record date is set, the record date is 5:00 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5:00 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

(1) state the general nature of the special business; and

(2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

(b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10.9 Location of Annual General Meeting

The Company may by resolution of the directors choose a location outside of British Columbia for the purpose of the meeting. If a meeting is held entirely by virtual means in accordance with Article 11.17, the meeting shall be deemed for all purposes of the *Business Corporations Act* and these Articles to be held at the registered office of the Company, subject to the provisions of the *Business Corporations Act*.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

(1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(2) at an annual general meeting, all business is special business except for the following:

(a) business relating to the conduct of or voting at the meeting;

(b) consideration of any financial statements of the Company presented to the meeting;

(c) consideration of any reports of the directors or auditor;

(d) the setting or changing of the number of directors;

(e) the election or appointment of directors;

(f) the appointment of an auditor;

(g) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(h) any other business which, under these Articles or the Business Corporations Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two shareholders entitled to vote at the meeting whether in person or by proxy who hold, in the aggregate, at least 5% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

(1) the quorum is one person who is, or who represents by proxy, that shareholder, and

(2) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

(1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and

(2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(1) the chair of the board, if any; or

(2) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Meeting by Telephone or Other Communications Medium

A meeting of the shareholders may be held in person, virtually by telephone or other electronic communications medium, or in a hybrid fashion incorporating both in-person and virtual means. A shareholder or proxy holder may participate in a meeting of the shareholders in person or by telephone if all shareholders or proxy holders participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other to the extent and in the manner required by the *Business Corporations Act*. A shareholder or proxy holder may participate in a meeting of the shareholders by a communications medium other than telephone, including by electronic means, if all shareholders or proxy holders participating in the meeting, whether in person or by telephone or other communications medium, including by electronic means, are able to communicate with each other to the extent and in the manner required by the *Business Corporations Act*. Any vote at a shareholder meeting may be conducted by telephone or other communications medium, including electronic means. A shareholder or proxy holder who participates in a meeting in a manner contemplated by this Article 11.17 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

(1) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(2) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(1) for that purpose, the instrument appointing a representative must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(b) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;

(2) if a representative is appointed under this Article 12.5:

(a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies

If and for so long as the Company is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply, Articles 12.7 to 12.14 apply only insofar as they are not inconsistent with any securities legislation in any province or territory of Canada or in the federal jurisdiction of the United States or in any states of the United States that is applicable to the Company and insofar as they are not inconsistent with the regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by securities commission or similar authorities appointed under that legislation.

12.7 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders who need not be shareholders to act in the place of an absent proxy holder.

12.9 Deposit of Proxy

A proxy for a meeting of shareholders must:

(1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or

(2) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.10 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(2) by the chair of the meeting, before the vote is taken.

12.11 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[name of company]

(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name]*, as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on *[month, day, year]* and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder): _____

Signed *[month, day, year]*

_____
[Signature of shareholder]

_____
[Name of shareholder - printed]

12.12 Revocation of Proxy

Subject to Article 12.13, every proxy may be revoked by an instrument in writing that is:

(1) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(2) provided, at the meeting, to the chair of the meeting.

12.13 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.12 must be signed as follows:

(1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;

(2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.14 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

(1) subject to paragraphs (2) and (3), the number of directors that is equal to the number of the Company's first directors;

(2) if the Company is a public company, the greater of three and the most recently set of:

(a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(b) the number of directors set under Article 14.4;

(3) if the Company is not a public company, the most recently set of:

(a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(b) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(2)(a) or 13.1(3)(a):

(1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.5 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.6 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.7 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(2) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

(1) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;

(2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(3) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors

If:

(1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

(2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(3) the date on which his or her successor is elected or appointed; and

(4) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

The directors may act notwithstanding any vacancy in the board of directors but, if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purposes of appointing directors up to that number, summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors, or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

(1) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(2) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(1), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

(1) the term of office of the director expires;

(2) the director dies;

(3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(4) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

Any director (an "appointor") may by notice in writing received by the Company appoint any person (an "appointee") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

(1) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;

(2) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;

(3) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;

(4) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

(1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;

(2) the alternate director dies;

(3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;

(4) the alternate director ceases to be qualified to act as a director; or

(5) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

16.3 Remuneration of the auditor

The directors may set the remuneration of the auditor without the prior approval of the shareholders.

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

17.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

17.5 Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine. If a meeting of the directors is held by entirely virtual means by telephone or other communications method, including by electronic means, the meeting shall be deemed to be held at the registered office of the Company in lieu of another physical location for the purposes of the *Business Corporations Act* and these Articles.

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote. Any vote at a meeting of directors may be conducted by telephone or others communications medium, including electronic means.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

(1) the chair of the board, if any;

(2) in the absence of the chair of the board, the president, if any, if the president is a director; or

(3) any other director chosen by the directors if:

(a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

(b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

(c) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A meeting of the directors may be held in person, virtually by telephone or other electronic communications medium, or in a hybrid fashion incorporating both in-person and virtual means. A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone, including by electronic means, if all directors participating in the meeting, whether in person or by telephone or other communications medium, including by electronic means, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner**.**

18.5 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(2) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

18.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors may be passed without a meeting:

(1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or

(2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who are entitled to vote on the resolution consents to it in writing.

A consent in writing under this Article may be by signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

(1) the power to fill vacancies in the board of directors;

(2) the power to remove a director;

(3) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

(1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) the power to appoint or remove officers appointed by the directors; and

(3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

(1) conform to any rules that may from time to time be imposed on it by the directors; and

(2) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

(1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(2) terminate the appointment of, or change the membership of, the committee; and

(3) fill vacancies in the committee.

19.5 Committee Meetings

Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

(1) the committee may meet and adjourn as it thinks proper;

(2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their members to chair the meeting;

(3) a majority of the members of the committee constitutes a quorum of the committee; and

(4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

(1) determine the functions and duties of the officer;

(2) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as a managing director must be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

(1) "eligible penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(2) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:

(a) is or may be joined as a party; or

(b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(3) "expenses" has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Directors and Former Directors

Subject to the *Business Corporations Act*, the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

21.4 Non-Compliance with Business Corporations Act

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(1) is or was a director, alternate director, officer, employee or agent of the Company;

(2) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

(4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5:00 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

22.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(1) set the value for distribution of specific assets;

(2) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(3) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

23. DOCUMENTS, RECORDS AND REPORTS

23.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

23.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(1) mail addressed to the person at the applicable address for that person as follows:

(a) for a record mailed to a shareholder, the shareholder's registered address;

(b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

(c) in any other case, the mailing address of the intended recipient;

(2) delivery at the applicable address for that person as follows, addressed to the person:

(a) for a record delivered to a shareholder, the shareholder's registered address;

(b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

(c) in any other case, the delivery address of the intended recipient;

(3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(4) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(5) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(1) mailing the record, addressed to them:

(a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL AND EXECUTION OF DOCUMENTS

25.1 Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(1) any two directors;

(2) any officer, together with any director;

(3) if the Company only has one director, that director; or

(4) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer.

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

25.4 Execution of Documents Generally

The directors may from time to time by resolution appoint any one or more persons, officers or directors for the purpose of executing any instrument, document or agreement in the name of and on behalf of the Company for which the seal need not be affixed, and if no such person, officer or director is appointed, then any one officer or director of the Company may execute such instrument, document or agreement.

26. PROHIBITIONS

26.1 Definitions

In this Article 26:

(1) "designated security" means:

(a) a voting security of the Company;

(b) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or

(c) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);

(2) "security" has the meaning assigned in the *Securities Act* (British Columbia);

(3) "voting security" means a security of the Company that:

(a) is not a debt security, and

(b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

26.2 Application

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Designated Securities

No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

27. ADVANCE NOTICE OF NOMINATIONS OF DIRECTORS

Nomination of Directors - Subject only to the *Business Corporations Act* and the Articles, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. Nominations of persons for election to the board may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting of shareholders was called was the election of directors, (a) by or at the direction of the board or an authorized officer of the Company, including pursuant to a notice of meeting, (b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the *Business Corporations Act* or a requisition of the shareholders made in accordance with the provisions of the *Business Corporations Act* or (c) by any person (a "**Nominating Shareholder**") (i) who, at the close of business on the date of the giving of the notice provided for below in this Part 27 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and (ii) who complies with the notice procedures set forth below in this Part 27:

(1) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the Secretary of the Company at the principal executive offices of the Company in accordance with this Part 27.

(2) To be timely, a Nominating Shareholder's notice to the Secretary of the Company must be made (i) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the close of business on the tenth (10th) day following the Notice Date; and (ii) in the case of a special meeting of shareholders (which is not also an annual meeting of shareholders) called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the day on which the first public announcement of the date of the Special meeting of shareholders was made. Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this Part 27(2). In no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholder's notice as described above.

(3) To be in proper written form, a Nominating Shareholder's notice to the Secretary of the Company must set forth (i) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (A) the name, age, business address and residential address of the person, (B) the principal occupation(s) or employment(s) of the person, (C) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, and (D) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the

Business Corporations Act and Applicable Securities Laws; and (ii) as to the Nominating Shareholder giving the notice, any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote any shares of the Company and any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of Directors pursuant to the *Business Corporations Act* and Applicable Securities Laws. The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

(4) No person shall be eligible for election as a director unless nominated in accordance with the provisions of this Part 27; provided, however, that nothing in this Part 27 shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the *Business Corporations Act*. The Chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

(5) For purposes of this Part 27, (i) "public announcement" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com; and (ii) "Applicable Securities Laws" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada.

(6) Notwithstanding any other provision of the Articles, notice given to the Secretary of the Company pursuant to this Part 27 may only be given by personal delivery, facsimile transmission or by email (at such email address as stipulated from time to time by the Secretary of the Company for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the Secretary at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Pacific time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

(7) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this Part 27.

28. SPECIAL RIGHTS AND RESTRICTIONS – COMMON SHARES

The Common shares (the "**Common Shares**") will confer on the holders thereof and will be subject to the special rights and restrictions set out in this Part 28.

(1) The holders of Common Shares shall be entitled to notice of, to attend and to one vote per share held at any meeting of the shareholders of the Company (other than meetings of a class or series of shares of the Company other than the Common Shares as such).

(2) The holders of Common Shares shall be entitled to receive dividends as and when declared by the board of directors on the Common Shares as a class.

(3) The holders of Common Shares shall be entitled, in the event of the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any other distribution of the assets of the Company among its shareholders for the purpose of winding-up its affairs to share rateably in such assets of the Company as are available for distribution.

(4) The Common Shares may from time to time be issued in one or more series and, subject to the following provisions, and the directors may by resolution fix from time to time before such issue the number of shares which is to comprise each series and the special rights and restrictions attaching to each series of Common Shares including, without limiting the generality of the forgoing, the rate or amount of dividends or the method of calculating dividends, whether cumulative or non-cumulative, the date(s) and place(s) of payment thereof, the redemption, purchase for cancellation and/or conversion prices and terms and conditions of redemption, purchase and/or conversion (if any), any share purchase plan or sinking fund or other provisions and restrictions (if any) respecting payment of dividends or any shares ranking junior to the Common Shares.

(5) The Common Shares of each series shall, with respect to the priority in payment of dividends and distribution of assets or return of capital in the event of liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other return or distribution of assets of the Company among its shareholders for the purpose of winding-up its affairs, rank on a parity with the Common Shares of every other series of the same class and be entitled to preference over any other shares of the Company ranking junior to the Common Shares. The Common Shares of any series may also be given such other preferences, not inconsistent with these Articles, over any shares of the Company ranking junior to such Common Shares as may be determined by the directors.

(6) If any cumulative dividends, whether or not earned or declared, declared non-cumulative dividends, or amounts payable on the return of capital in respect of a series of Common Shares are not paid in full, all Common Shares of other series of the same class shall participate rateably in respect of accumulated cumulative dividends, declared noncumulative dividends, and amounts payable on return of capital.

(7) Notwithstanding, anything to the contrary contained herein, if at any time more than fifty (50) percent of the aggregate voting power of all of the issued and outstanding Common Shares and other voting share capital of the Company would be held of record by residents of the United States, then such Common Shares held of record by residents of the United States shall be deemed a separate series of Common Shares, which vote together with the Common Shares as a single class on all matters, and the vote attached to each Common Share held of record by residents of the United States shall be reduced proportionately such that no more fifty (50) percent of the aggregate votes attached to the all of the issued and outstanding Common Shares and other voting share capital of the Company are held of record by Residents of the United States. For illustrative purposes only, if the Common Shares are the only issued and outstanding voting share capital of the Company and, but for this Part 28, the aggregate voting power attached to Common Shares held of record by residents of the United States equaled 60% of the aggregate voting power attached to all issued and outstanding Common Shares, then each Common Share held of record by a resident of the United States would be deemed a separate series of Common Shares, which vote together with the Common Shares as a single class on all matters, and have five-sixths of one vote.

(8) The determination of the percentage of the aggregate voting power held of record by residents of the United States shall be applied successively as many times as may be necessary to ensure that the aggregate voting power of all of the issued and outstanding Common Shares and other voting share capital of Company held of record by residents of the United States does not exceed 50 percent of the aggregate voting power of all of the issued and outstanding Common Shares and other voting share capital of the Company at any time.

(9) The determination of the percentage of the aggregate voting power of all of the issued and outstanding Common Shares and other voting share capital of the Company held of record by residents of the United States shall be made in accordance with Rule 3b-4 (including the Note to

paragraph (c)(1) thereof) under the U.S. Securities Exchange Act of 1934, as amended, and any successor rule, regulation or statute, as well as any published guidance of the staff of the U.S. Securities and Exchange Commission (including Compliance & Disclosure Interpretation Question 110.02, December 8, 2016).

[Signature page follows]

FULL NAME AND SIGNATURE OF DIRECTOR

_____

[●]

DATED _____

APPENDIX "R"
INTERIM ORDER

See attached.

S 219825

No. S-
Vancouver Registry

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
NOV 12 2021
ENTERED

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

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

PETITIONERS

ORDER MADE AFTER APPLICATION
(INTERIM ORDER)

BEFORE) ~~THE HONOURABLE~~) NOV 12 2021
) MASTER TAYLOR)
)

ON THE APPLICATION of the Petitioners, for an Interim Order pursuant to section 291 of the Business Corporations Act, S.B.C. 2002, c. 57, as amended (the "**BCBCA**") in connection with a proposed arrangement (the "**Arrangement**") to be effected on the terms and subject to the conditions set out in a plan of arrangement (the "**Plan of Arrangement**"), without notice, coming on for hearing by Microsoft Teams on November 12, 2021 and ON HEARING Brodie Noga, counsel for the Petitioners, and upon reading the Petition to the Court herein and the Affidavit of Dean Pekeski sworn on November 9, 2021 and filed herein (the "Pekeski. **Affidavit**");

AND UPON BEING ADVISED that Crystal Peak Minerals Inc. ("**Crystal Peak**") currently exists under the laws of Yukon and will continue into the Province of British Columbia as a British Columbia company under the provision of the BCBCA (the "**Continuance**") prior to the Arrangement becoming effective;

AND UPON BEING ADVISED that following the Continuance, pursuant to the Arrangement Crystal Peak will the complete a consolidation of all Crystal Peak Shares on a 363.3:1 basis, change its name to "Western Exploration Inc." and acquire Western Exploration LLC through a reverse takeover transaction;

THIS COURT ORDERS and DECLARES that:

DEFINITIONS

1. As used in this Order, unless otherwise defined, terms beginning with capital letters shall have the respective meanings set out in the Petition and in the draft management information circular of Crystal Peak (the **"Draft Circular"**) containing the draft Notice of Annual General and Special Meeting of the Shareholders (the **"Notice"**), which is attached as **Exhibit "A"** to the Pekeski Affidavit.

MATTERS RELATING TO 1331971 B.C. LTD.

2. Approval of the Arrangement and Plan of Arrangement by the sole shareholder of 1331971 B.C. Ltd. (**"Crystal Subco"**), being Crystal Peak, shall be evidenced by the approval by Crystal Peak of the Crystal Subco Arrangement Resolution, as such term is defined in the Petition and no further notice or information be required to be provided to Crystal Peak in its capacity as sole shareholder of Crystal Subco regarding such approval.

ANNUAL GENERAL AND SPECIAL MEETING

3. Pursuant to section 291(2)(b)(i) and section 289(1)(a)(i) and (e) of the *Business Corporations Act,* S.B.C. 2002, c. 57 (the "**BCBCA**"), Crystal Peak is authorized and directed to call, hold and conduct an annual general and special meeting (the **"Meeting"**) of the Shareholders to be held at the to be held at the offices of Osler, Hoskin & Harcourt LLP, Suite 1700 – 1055 West Hastings Street, Vancouver, British Columbia, V6E 2E9, on December 15, 2021, at 9:30 a.m. (Pacific Time), or at such other time and location to be determined by Crystal Peak provided that the Shareholders have due notice of the same.

4. At the Meeting, the Shareholders will, *inter alia*,

(a) consider and if thought advisable approve the Continuance Resolution authorizing and approving the continuation and reorganization of Crystal Peak from a Yukon corporation into British Columbia to become a British Columbia company under the BCBCA and certain matters related thereto; and

(b) consider and if thought advisable approve the Arrangement Resolution authorizing and approving the Plan of Arrangement and certain matters related thereto.

5. The Meeting shall be called, held and conducted in accordance with the Notice to be delivered in substantially the form attached to and forming part of the Draft Circular, and in accordance with the applicable provisions of the YBCA, the BCBCA, the Draft Circular, the articles and by-laws of Crystal Peak (the "**Articles**"), subject to the terms of this Interim Order and any further Order of this Court, and the rulings and directions of the Chair of the Meeting. To the extent of any inconsistency between this Interim Order and the terms of the foregoing, this Interim Order shall govern or, if not specified in the Interim Order, the Draft Circular shall govern.

AMENDMENTS

6. Crystal Peak is authorized to make, in the manner contemplated by and subject to the Arrangement Agreement, such amendments, modifications or supplements to the Plan of Arrangement, the Arrangement Agreement, the Notice, and the Draft Circular as it may determine without any additional notice to or authorization of any of the Shareholders or further orders of this Court. The Plan of Arrangement, the Arrangement Agreement, the Notice, and the Draft Circular, as so amended, modified, or supplemented, shall be the Plan of Arrangement, the Arrangement Agreement, the Notice, and the Draft Circular to be submitted to the Shareholders at the Meeting, as applicable, and the subject of the Arrangement Resolution.

ADJOURNMENT OF MEETING

7. Notwithstanding the provisions of the BCBCA and the Articles, and subject to the terms of the Arrangement Agreement, the Board of Directors of Crystal Peak (the "**Board**") by

resolution shall be entitled to adjourn or postpone the Meeting or the date of the hearing for the Final Order (defined below) on one or more occasions without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and without the need for approval of this Court. Crystal Peak shall provide due notice of any such adjournment or postponement by press release, newspaper advertisement or notice sent to the Shareholders by one of the methods specified in paragraphs 11 and 12 of this Interim Order, as determined to be the most appropriate method of communication by Crystal Peak.

8. The record date for Shareholders entitled to notice of and to vote at the Meeting will not change in respect of adjournments or postponements of the Meeting.

RECORD DATE

9. The record date for determining the Shareholders entitled to receive the Notice, the Draft Circular, this Interim Order, a form of proxy or voting instruction form, all as applicable, for use by the Shareholders (collectively, the **"Meeting Materials"**) shall be the close of business on November 8, 2021 (the **"Record Date"**), or such other date as the Board may determine in accordance with the Articles, the BCBCA, or as disclosed in the Meeting Materials.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

10. The Draft Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of section 290(1)(a) of the BCBCA, and Crystal Peak shall not be required to send to the Shareholders any other or additional statement pursuant to section 290(1)(a) of the BCBCA.

11. The Meeting Materials, with such amendments or additional documents as counsel for Crystal Peak may advise are necessary or desirable, and as are not inconsistent with the terms of this Interim Order, shall be sent in accordance with *National Instrument 541-01 Communication with Beneficial Owners of Securities of a Reporting Issuer* prior to the date of the Meeting to the Shareholders who are Registered Shareholders (as defined below) or non-registered Shareholders on the Record Date.

12. The Meeting Materials to be mailed to the Crystal Peak Shareholders will be prepared in accordance with the YBCA and applicable Canadian securities laws and will also contain all relevant disclosure as would be required if Crystal Peak was at the time of the mailing a British Columbia company incorporated under the BCBCA.

13. Substantial compliance with paragraphs 10 to 12 above will constitute good and sufficient notice of the Meeting and delivery of the Meeting Materials.

14. Accidental failure of or omission by Crystal Peak to give notice to any one or more Shareholder, or the non-receipt of such notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Crystal Peak shall not constitute a breach of this Interim Order or, in relation to notice to Shareholders,, a defect in the calling of the Meeting and shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of Crystal Peak, then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

DEEMED RECEIPT OF NOTICE

15. The Meeting Materials and any amendments, modifications, updates or supplements to the Meeting Materials and any notice of adjournment or postponement of the Meeting, shall be deemed to have been received,

    (a) in the case of mailing, the day, Saturday and holidays excepted, following the date of mailing as specified in section 6 of the BCBCA;

    (b) in the case of delivery in person, upon receipt thereof at the intended recipient's address or, in the case of delivery by courier, one business day after receipt by the courier; and

    (c) in the case of transmission by email or facsimile, upon the transmission thereof.

PERMITTED ATTENDEES

16. The only persons entitled to attend the Meeting shall be

(a) Shareholders as at the close of business on the Record Date, or their respective proxyholders;

(b) Beneficial Crystal Peak Shareholders as at the close of business on the Record Date;

(c) directors, officers, and advisors of Crystal Peak;

(d) directors, officers, and advisors of Western Exploration Inc.;

(e) securityholders of Western Exploration LLC. and

(f) other persons with the permission of the Chair of the Meeting,

and the only persons entitled to vote at the Meeting shall be the Registered Shareholders, or their respective proxyholders.

SOLICITATION OF PROXIES

17. Crystal Peak is authorized to use the form of proxy for Shareholders in substantially the same form as is attached as **Exhibit "C"** to the Pekeski Affidavit, subject to Crystal Peak's ability to insert dates and other relevant information in the final forms thereof and to make other non-substantive changes and changes legal counsel advise are necessary or appropriate, as well as a voting instruction form for Shareholders, as applicable.

18. The procedures for the use of proxies at the Meeting and revocation of proxies shall be as set out in the Meeting Materials.

QUORUM AND VOTING

19. At the Meeting, the votes in respect of the Arrangement Resolution shall be taken on the following basis:

(a) each Shareholder whose name is entered on the Central Securities Register of Crystal Peak at the close of business on the Record Date (each a "**Registered Shareholder**") is entitled to one vote for each Company Share registered in the

Shareholder's name;

(b) the Arrangement Resolution will require the affirmative vote of:

(i) not less than 66 2/3% of the votes cast on the Arrangement Resolution by Shareholders present in person or represented by proxy at the Company Meeting voting as a single class;

in each case at which Meeting, or any adjournment or postponement thereof, the required quorum of Shareholders is present in person or represented by proxy.

20. Pursuant to the Articles, the quorum at the Meeting shall be two Shareholders, present in person or represented by proxy, holding or representing at least 15% of the Company Shares entitled to vote at the Meeting.

SCRUTINEER

21. The Chair of the Meeting, or such other person as may be designated by the Chair of the Meeting upon consultation with legal counsel to Crystal Peak, will be authorized to act as scrutineer for the Meeting.

SHAREHOLDER DISSENT RIGHTS

22. Each Registered Shareholder will have the right to dissent from the Arrangement Resolution in accordance with the provisions of Sections 237-247 of the BCBCA, as modified by the terms of this Interim Order, the Plan of Arrangement, and the Final Order.

23. Each Registered Shareholder is granted the following rights to dissent (the "**Dissent Rights**") from the Arrangement Resolution, all as set out in the Meeting Materials:

(a) a Registered Shareholder who wishes to dissent (a "**Dissenting Shareholder**") from the Arrangement Resolution must deliver written notice of dissent to Dean Pekeski, Interim Chief Executive Officer of Crystal Peak, at 200 – 204 Lambert Street, Whitehorse, Yukon Territory, Y1A 3T2 or by e-mail at

dean@crystalpeakminerals.com, with a copy to Alan Hutchison of Osler, Hoskin & Harcourt LLP at 1055 West Hastings Street, Suite 1700, The Guinness Tower, Vancouver, BC, V6E 2E9 or by e-mail at ahutchison@osler.com, to be received by them not later than 5:00 p.m. (Vancouver time) on December 13, 2021 (or 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days immediately preceding the day of the adjourned or postponed Meeting), a written notice of objection to the Arrangement Resolution and must otherwise comply strictly with the dissent procedures described in the Draft Circular;

(b) failure to comply strictly with the dissent procedures may result in the loss or unavailability of the right to dissent;

24. Notice to the Crystal Peak Shareholders of their Dissent Right with respect to the Arrangement Resolution shall be given by including information with respect to the Dissent Right in the Meeting Materials to be sent to Crystal Peak Shareholders in accordance with this Interim Order.

25. Subject to further order of this Court, the rights available to the Crystal Peak Shareholders under the BCBCA and the Plan of Arrangement to dissent from the Arrangement will constitute full and sufficient Dissent Rights for the Crystal Peak Shareholders with respect to the Arrangement.

DELIVERY OF COURT MATERIALS

26. Crystal Peak will include in the Meeting Materials a copy of the Petition, this Interim Order and the Notice of Hearing of Petition for Final Order (together, the "**Court Materials**") and will make available to any Shareholders requesting same a copy of each of the Petition herein and the accompanying Pekeski Affidavit.

27. Delivery of the Court Materials with the Meeting Materials in accordance with this Interim Order will constitute good and sufficient service or delivery of such Court Materials upon all persons who are entitled to receive the Court Materials pursuant to this Interim Order, whether such persons reside within British Columbia or within another jurisdiction, and no other form of service or delivery need be made and no other material

need be served on or delivered to such persons in respect of these proceedings.

FINAL ORDER

28. Upon the approval, with or without variation, by the Shareholders of the Arrangement Resolution, in the manner set forth in this Interim Order, Crystal Peak may set the Petition down for hearing and apply for an order of this Court:

    (a) approving the Arrangement, pursuant to section 291(4)(a) of the BCBCA, and

    (b) declaring that the terms and conditions of the Arrangement, and the distribution of securities to be effected by the Arrangement, are procedurally and substantively fair and reasonable to those who will receive securities in the distribution, pursuant to section 291(4)(c) of the BCBCA

    (collectively, the "**Final Order**"),

    at the Courthouse at 800 Smithe Street, Vancouver, British Columbia on December 17, 2021 at 9:45 a.m. (Vancouver time) or at such other date and time as the Board may advise or as the Court may direct.

29. Any Shareholder or other interested party has the right to appear (either in person or by counsel) and make submissions at the hearing of the Petition, provided that such Shareholder or interested party shall file with this Court a Response to Petition in the form prescribed by the *Supreme Court Civil Rules* together with any evidence or material on which such Shareholder or interested party intends to rely at the hearing of the Petition, and provided that such Shareholder or interested party shall deliver the filed Response to Petition together with a copy of all materials on which such Shareholder or interested party intends to rely at the hearing of the Petition to Crystal Peak's counsel at:

    Osler, Hoskin & Harcourt LLP
    1055 West Hastings Street, Suite 1700
    Vancouver, BC V6E 2E9
    Attention: Brodie Noga

    by or before 4:00 p.m. (Vancouver time) on the date that is two business days prior to the

date of the hearing of the application for the Final Order.

30. In the event that the hearing of the Petition is adjourned, then only those persons who filed and delivered a Response to Petition in accordance with this Interim Order need be served with notice of the adjourned date.

31. Crystal Peak shall not be required to comply with *COVID-19 Notice No. 42*, Rule 8-1, and Rule 16-1 of the *Supreme Court Civil Rules* in relation to the hearing of the Petition for the Final Order approving the Plan of Arrangement, and in particular any materials to be filed by Crystal Peak in support of the hearing for the Final Order may be filed at any time prior to the hearing for the Final Order without further order of this Court.

VARIANCE

32. The Petitioners shall be entitled, at any time, to apply to vary this Interim Order.

33. To the extent of any inconsistency or discrepancy between this Interim Order and the Draft Circular, the BCBCA, or the Articles, this Interim Order will govern.

34. Crystal Peak shall not be required to comply with *COVID-19 Notice No. 42*, Rule 8-1, and Rule 16-1 of the *Supreme Court Civil Rules* in relation to any application to vary this Interim Order.

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

Signature of lawyer for the Petitioners
Brodie Noga

BY THE COURT

Registrar

CHECKED

APPENDIX "S"
NOTICE OF HEARING OF PETITION

See attached.



No. S 219825
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

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

PETITIONERS

NOTICE OF HEARING OF PETITION
(FINAL ORDER)

TAKE NOTICE that the application of the Petitioners dated November 9th, 2021, for the Final Order will be heard in chambers by videoconference or teleconference, at the Courthouse at 800 Smithe Street, in the City of Vancouver, Province of British Columbia, on December 17, 2021 at 9:45 a.m.

The Petitioners estimate that the hearing will take 15 minutes.

This matter is not within the jurisdiction of a Master because a final order is sought.

Dated: November 9th, 2021

Brodie Noga
Counsel for the Petitioners

111961940 v3