

ARRANGEMENT AGREEMENT

THIS AGREEMENT is dated as of the 12th day of October 2012

AMONG

WINSTON RESOURCES INC., a company existing under the *Business Corporations Act* (British Columbia)

("Winston")

AND

HADLEY MINING INC., a company existing under the *Business Corporations Act* (Ontario) and a wholly-owned subsidiary of Winston Resources Inc

("Hadley")

AND

ZARA RESOURCES INC., a company existing under the *Business Corporations Act* (Ontario) and a wholly-owned subsidiary of Winston Resources Inc

("Zara")

WHEREAS:

- A. Winston proposes wishes to reorganize its business by completing a spin-off of certain assets to its wholly-owned subsidiaries, Hadley and Zara, in consideration for shares of those companies, a portion of which it will then transfer to the Winston shareholders; and
- B. The transaction will be completed by way of a statutory arrangement under the *Business Corporations Act* (British Columbia), subject to the terms and conditions hereinafter contained.

NOW THEREFORE in consideration of the covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows: I

ARTICLE 1

DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

In this Agreement

"Agreement" means this arrangement agreement (including the schedules hereto) as supplemented, modified or amended, and not any particular section, article, schedule or other portion hereof;

"Arrangement" means the arrangement of the Parties pursuant to the BCA on the terms and conditions set forth in the Plan of Arrangement;

"Arrangement Provisions" means Part 9, Division 5 of the BCA;

"Arrangement Resolution" means the special resolution in respect to the Arrangement at the Winston Meeting;

"Assets" means the assets of Winston to be transferred to Hadley and Zara, respectively, pursuant to the Arrangement, as more particularly described in Schedule "A" attached hereto;

"BCA" means the *Business Corporations Act* (British Columbia), as amended;

"Business Day" means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;

"Circular" means the management information circular to be prepared and sent to the Winston Shareholders in connection with the Meeting;

"Court" means the Supreme Court of British Columbia;

"Dissenting Shareholder" means a Winston Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its Winston Shares in accordance with the Interim Order, the Final Order and the Plan of Arrangement;

"Dissenting Shares" means the Winston Shares in respect of which Dissenting Shareholders have exercised a right of dissent;

"Effective Date" means the Business Day following the date of the Final Order, the date that Arrangement shall become effective under the BCA;

"Exchange" means the Canadian National Stock Exchange;

"Final Order" means the order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"Governmental Entity" means any (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency, domestic or foreign; (ii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

"Hadley Shareholder" means the sole holder of Hadley Shares, which shall remain Winston until the completion of the Plan of Arrangement;

"Hadley Shares" means the common shares in the capital of Hadley;

"EFRS" means International Financial Reporting Standards as issued by the IASB applicable to publicly accountable enterprises under applicable securities laws;

"Interim Order" means an interim order of the Court concerning the Arrangement, containing declarations and directions with respect to the Arrangement and the holding of the Winston Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"Laws" means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgements or other requirements of any Governmental Entity;

"Parties" means Winston, Hadley and Zara, and "Party" means either one of them;

"Person" includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government, regulatory authority or other entity;

"Plan of Arrangement" means the plan of arrangement substantially in the form and content annexed as Schedule "B" hereto and any amendment or variation thereto made in accordance with this Agreement;

"Registrar" means the Registrar of Companies for the Province of British Columbia duly appointed under the BCA;

"Securities Authorities" means all securities regulatory authorities with jurisdiction over the affairs of the Parties;

"Taxes" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including, without limitation, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes, franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada and Quebec Pension Plan premiums, employer health taxes, excise, severance, social security, workers' compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest, fines and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing or that may become payable in respect thereof, and liability for any of the foregoing as a transferee or successor, guarantor or surety or in a similar capacity under any contract, arrangement, agreement, understanding or commitment (whether written or oral);

"Tax Act" means the *Income Tax Act* (Canada);

"Tax Returns" means all returns, schedules, elections, forms, notices, declarations, reports, information returns and statements filed or required to be filed with any taxing authority relating to Taxes;

"Termination Date" means December 31, 2012 or such later date as may be agreed upon by

the Parties;

"Winston Meeting" means the special meeting of the Winston Shareholders to be held on December 5, 2012, or such other date as may be deemed advisable by the board of directors of Winston, and any adjournment(s) or postponement(s) thereof;

"Winston Shareholders" means the holders of Winston Shares;

"Winston Shares" means the common shares in the capital of Winston;

"Zara Shareholder" means the sole holder of Zara Shares, which shall remain Winston until the completion of the Plan of Arrangement; and

"Zara Shares" means the common shares in the capital of Zara.

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

12 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, subsections, paragraphs, and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereto", "hereunder", and similar expressions refer to this Agreement and the schedules attached hereto and not to any particular article, section, or other portion hereof and include any agreement, schedule, or instrument supplementary or ancillary hereto or thereto.

13 Number and Gender

In this Agreement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter, and the word person and 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.

14 Date for any Action

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

15 Statutory References

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

16 Currency

All references to money in this Agreement are expressed in the lawful currency of Canada.

17 Entire Agreement

This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

1.8 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Law, the parties hereto waive any provision of Law which renders any provision of this Agreement or any part thereof invalid or unenforceable in any respect. The Parties shall engage in good faith negotiations to replace any provision hereof or any part thereof which is declared invalid or unenforceable with a valid and enforceable provision or part thereof, the economic effect of which approximates as much as possible the invalid or unenforceable provision or part thereof which it replaces.

1.9 Accounting Matters

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

1.10 Schedules

The following schedules attached hereto are incorporated into and form an integral part of this Agreement:

Schedule "A" - Plan of Arrangement

Schedule "B" - Assets

ARTICLE 2

THE ARRANGEMENT

2.1 Initial Court Proceeding

As soon as is reasonably practicable after the date of execution of this Agreement, and if deemed advisable, Winston shall file with the Court, proceed with and diligently prosecute an application for an Interim Order providing for, among other things, the calling and holding of the Winston Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement Resolution. Upon receipt of the Interim Order, Winston, Hadley and Zara will proceed to carry out the terms of the Interim Order as soon as practicable, to the extent applicable to each.

2.2 Information Circular and Winston Meeting

As promptly as practical following the execution of this Agreement and in compliance with the Interim Order, the BCA, the Securities Laws and any other applicable laws, Winston shall:

- (a) prepare the Circular and cause such circular to be mailed to the Winston Shareholders and filed with all applicable regulatory authorities in all jurisdictions where the same are required to be mailed and filed; and

- (b) call and convene the Winston Meeting.

2.3 Final Court Proceeding

Provided all necessary approvals for the Arrangement Resolution are obtained from the Winston Shareholders, upon the completion of the Meeting Winston shall forthwith submit the Arrangement to the Court for approval and apply for the Final Order.

2.4 Arrangement Procedure

Unless this Agreement is terminated pursuant to the provisions herein, upon issuance by the Court of the Final Order and subject to the conditions precedent in Article 5, the Arrangement shall be carried out substantially on the terms set forth in the Plan of Arrangement, subject to such changes as may be mutually agreed to in writing by the Parties on the advice of their respective legal, tax, and financial advisors, and closing of the Arrangement shall proceed in accordance with Section 2.5.

2.5 Closing

The Parties convene at • (Toronto time), or such other time as may be agreed upon, on the Effective Date for the purposes of closing and giving effect to the Arrangement. Upon closing, the transactions comprising the Arrangement shall occur and shall be deemed to have occurred without any further act or formality in the order set out in the Plan of Arrangement On closing, each Parry shall deliver

- (a) all documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the occurrence of the Effective Date; and
- (b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour set forth in Article 5 herein.

ARTICLE 3

COVENANTS

3.1 Covenants Regarding the Arrangement

From the date hereof until the Effective Date, Winston, Hadley and Zara, respectively, will use all reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws to complete the Arrangement, including using reasonable efforts:

- (a) to obtain all necessary waivers, consents and approvals required to be obtained by it from any third parties to loan agreements, leases and other contracts;
- (b) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any instruments and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby; and
- (c) to effect all necessary registrations and filings and submissions of information requested by governmental authorities required to be effected by it in connection with the Arrangement.

3.2 Covenants Regarding Execution of Documents

Winston, Hadley and Zara, respectively, will perform all such acts and things, and execute and deliver all such agreements, notices and other documents and instruments as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

Each Party hereby represents and warrants to the other Parties that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of existence, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;
- (b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it;
- (c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its constating or governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (d) no dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or is pending or proposed in respect of it.

ARTICLE 5

CONDITIONS PRECEDENT

5.1 Mutual Conditions

The obligations of the Parties to complete the transactions contemplated hereby are subject to fulfillment of the following conditions on or before the Effective Date or such other time as is specified below:

- a) the Arrangement Resolution shall have been passed by the Winston Shareholders at the Winston Meeting in accordance with the Arrangement provisions, the BCA, the constating documents of Winston, the Interim Order, if any, applicable securities regulations, and the requirements of any applicable regulatory authorities;
- b) the Final Order shall have been granted in form and substance satisfactory to each of Winston, Hadley and Zara, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to such Parties on appeal or otherwise;
- c) there shall be not be in force any order or decree restraining, enjoining or prohibiting the consummation of the transactions contemplated by this Agreement and the Arrangement, or that would result in a judgement or assessment of damages, directly or indirectly, relating to the transactions contemplated herein that is materially

adverse;

- d) all approvals shall have been obtained and all other consents, waivers, permits, orders and approvals of any Governmental Entity or other Person, and the expiry of any waiting periods, in connection with, or required to permit, the consummation of the Arrangement, the failure of which to obtain or the non expiry of which would be materially adverse to any Parry, or materially impede the completion of the Arrangement, shall have been obtained or received on terms reasonably satisfactory to each Party;
- e) this agreement shall not have been terminated under Section 62;
- f) the shares issuable under the Arrangement shall be eligible for issuance pursuant to a prospectus exemption and shall not be subject to resale restrictions in Canada other than in respect of restrictions applicable to sales of control block shares, seasoning periods and requirements of general application;

The foregoing conditions are for the mutual benefit of the Parties and may be waived, in whole or in part, by any of Winston, Hadley and Zara at any time without prejudice to such Parry's right to rely on any other of such conditions. If any of the said conditions precedent shall not be satisfied or waived as aforesaid on or before the date required for the performance thereof, any one of Winston, Hadley and Zara may rescind and terminate this Agreement by written notice to the other Parties and the rescinding Party shall have no other right or remedy.

5.2 Merger of Conditions

The conditions set out in Section 5.1 shall be conclusively deemed to have been satisfied, waived or released upon the Effective Date and the depositing of an entered copy of the Final Order with Winston' records office.

ARTICLE 6

GENERAL MATTERS

6.1 Amendment

This Agreement may, at any time and from time to time before or after the holding of the Winston Meeting, be amended by mutual written agreement of the Parties without, subject to applicable Laws, further notice to or authorization on the part of their respective shareholders provided that no such amendment reduces or materially adversely affects the consideration to be received by a Winston Shareholder without approval by the Winston Shareholders, given in the same manner as required for the approval of the Arrangement Resolution or as may be ordered by the Court.

6.2 Termination

This Agreement may be terminated in accordance with Section 5.1 or by mutual agreement of the Parties at any time prior to the Effective Date, in each case without further action on the part of the Winston Shareholders. This Agreement will terminate automatically if the Arrangement has not been effected by the Termination Date. The right of any Parry to terminate this Agreement shall be extinguished upon the occurrence of the Effective Date.

6.3 Expenses

All costs and expenses of the transactions contemplated hereby, including legal fees, financial advisory fees, regulatory filing fees, all disbursements by advisors and printing and mailing costs shall be paid and borne by Winston.

6.4 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party to the other Party shall be in writing and may be given by delivering same or sending same by facsimile transmission or by delivery addressed to the Party to which the notice is to be given at its address set out below or such other address as a Party may, from time to time, advise to the other Party by notice in writing made in accordance with this section. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a business day, if not, then on the next succeeding business day) and if sent by facsimile transmission be deemed to have been given and received at the time of receipt unless received after 4:00 p.m. at the point of delivery in which case it shall be deemed to have been given and received on the next business day as follows:

if to Winston:

Winston Resources Inc, 208 Queens Quay
West, Suite 2506, Toronto, Ontario
M5J2Y5

if to Hadley:

Hadley Mining Inc., 208 Queens Quay West,
Suite 2506, Toronto, Ontario M5J 2Y5

If to Zara:

Zara Resources Inc: 208 Queens Quay West,
Suite 2506, Toronto, Ontario M5J 2Y5

6.5 Third Party Beneficiaries

The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties.

6.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Each Party hereby attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia, sitting in the City of Vancouver, in respect of all matters arising under or in relation to this Agreement.

6.7 Waiver

No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

6.8 Enurement and Assignment

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is personal to the Parties and may not be assigned by any Party without the prior written consent of the other Party. For greater certainty, a change of control shall be deemed to be an assignment in respect of which such prior written consent shall be required.

6.9 Execution in Counterparts

This Agreement may be executed in counterparts and delivered by electronic methods of communication, and each electronic signature shall be deemed to be an original and all counterparts collectively shall constitute one and the same instrument.

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

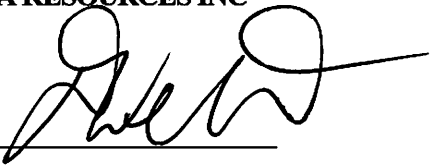
WINSTON RESOURCES INC.

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Authorized Signatory

HADLEY MINING INC.

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Authorized Signatory

ZARA RESOURCES INC

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Authorized Signatory

SCHEDULE B

PLAN OF ARRANGEMENT

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Plan of Arrangement the following capitalized words and terms shall have the following meanings:

"Arrangement", "herein", "hereof", "hereto", "hereunder" and similar expressions mean and refer to the proposed arrangement involving Winston, Hadley and Zara and the Winston Shareholders pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

"Arrangement Agreement" means the arrangement agreement among Winston, Hadley and Zara, dated the 22nd day of October 2012, and all amendments thereto;

"Arrangement Provisions" means Division 5 of Part 9 of the BCA;

"Arrangement Resolution" means the special resolution in respect to the Arrangement and other related matters to be considered at the Winston Meeting;

"Assets" means the assets of Winston described in Schedule "A" to the Arrangement Agreement;

"BCA" means the *Business Corporations Act*, (British Columbia), as amended or replaced from time to time;

"Business Day" means any day other than Saturday, Sunday and a statutory holiday in the Province of British Columbia;

"Circular" means the management information circular to be sent to the Winston Shareholders in connection with the Winston Meeting;

"Court" means the Supreme Court of British Columbia;

"Effective Date" means the Business Day following the date of the Final Order, the date that Arrangement shall become effective under the BCA;

"Final Order" means the final order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"Hadley" means Hadley Mining Inc., a private company incorporated under the Ontario Business Corporations Act;

"Hadley Distribution Shares" means the Hadley Shares that are to be distributed to the Winston Shareholders pursuant to §2.4;

"Hadley Shareholder" means the sole holder of Hadley Shares, which shall remain Winston until the completion of the Plan of Arrangement;

"Hadley Shares" means the common shares without par value in the authorized share structure of Hadley;

"Interim Order" means an interim order of the Court concerning the Arrangement, containing declarations and directions with respect to the Arrangement and the holding of the Winston Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"Parties" means Winston, Hadley and Zara, and **"Party"** means any one of them;

"Plan" or **"Plan of Arrangement"** means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and the Arrangement Agreement;

"Registrar" means the Registrar of Companies for the Province of British Columbia duly appointed under the BCA;

"Share Distribution Record Date" means the Record Date for the Winston Meeting, which date establishes the Winston Shareholders who will be entitled to receive Hadley Shares and Zara Shares pursuant to this Plan of Arrangement;

"Tax Act" means the *Income Tax Act* (Canada), as amended;

"Transfer Agent" means Capital Transfer Agency Inc.;

"Winston" means Winston Resources Inc., a company incorporated under the BCA;

"Winston Meeting" means the special meeting of Winston Shareholders to be held to consider the Arrangement Resolution and related matters, and any adjournments thereof;

"Winston Shareholder" means a holder of Winston Shares;

"Winston Shares" means the common shares without par value in the authorized share structure of Winston;

"Winston Shareholders" means the holders of Winston Common Shares;

"Zara" means Zara Resources Inc., a private company incorporated under the Ontario Business Corporation Act;

"Zara Distribution Shares" means the Shares that are to be distributed to the Winston Shareholders pursuant to §2.4;

"Zara Shareholder" means the sole holder of Zara Shares, which shall remain Winston until the completion of the Plan of Arrangement;

"Zara Shares" means the common shares without par value in the authorized share structure of Zara;

12 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement.

13 Article References

Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Plan of Arrangement

14 Number and Gender

In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof).

15 Capitalized Terms

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Arrangement Agreement.

16 Date for Any Action

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

17 Currency

All references to currency in this Plan of Arrangement are to Canadian dollars.

ARTICLE 2

ARRANGEMENT

21 Arrangement Agreement and Effective Date

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement as it may be amended and in accordance with the directions of the Court. The Arrangement as set forth in the Plan of Arrangement will become effective on the Effective Date in accordance with the terms thereof and hereof.

22 Conditions Precedent

The implementation of this Plan of Arrangement is expressly subject to the fulfillment and/or waiver by the Party or Parties entitled of the conditions precedent set out in the Arrangement Agreement.

2.3 Binding Nature

The Arrangement shall become final and conclusively binding on the Winston Shareholders, the Hadley Shareholder, the Zara Shareholder, Winston, Hadley and Zara, on the Effective Date.

2.4 Arrangement Procedure

On the Effective Date the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding any other provisions hereof, but subject to the provisions of Article 3:

Hadley

- a) Winston shall transfer the specified Assets to Hadley and Hadley shall issue 25,000,000 Hadley Shares to Winston, of which 2,580,979 Hadley Shares (the "**Hadley Distribution Shares**") shall be immediately transferred to the Winston Shareholders as a dividend, as contemplated by §2.4 (b);
- b) Winston shall transfer the Hadley Distribution Shares to each Winston Shareholder on the basis of 1 Hadley Distribution Share for every 25 Winston Shares held as of the Share Distribution Record Date; and
- c) each holder of Hadley Distribution Shares shall be added to the central securities register of Hadley.

Zara

- d) Winston shall transfer the specified Assets to Zara and Zara shall issue 25,000,000 Zara Shares to Winston, of which 2,580,979 Zara Shares (the "**Hadley Distribution Shares**") shall immediately be transferred to the Winston Shareholders as a dividend, as contemplated by §2.4 (e);
- e) Winston shall transfer the Zara Distribution Shares to each Winston Shareholder on the basis of 1 Zara Distribution Share for every 25 Winston Shares held as of the Share Distribution Record Date; and
- f) each holder of Zara Distribution Shares shall be added to the central securities register of Zara.

2.5 Fractional Shares

Notwithstanding §2.4(b) and (e), no fractional Hadley Shares or Zara Shares shall be distributed to the Winston Shareholders and as a result all fractional share amounts arising under such sections shall be rounded down to the nearest whole number. Any Hadley Distribution Shares or Zara Distribution Shares not distributed as a result of such rounding shall be dealt with as determined by the board of directors of Winston in its absolute discretion.

2.6 Valid Issuance of Shares

All shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCA.

2.7 Further Acts

Notwithstanding that the transactions or events set out in this Article 2 occur and shall be

deemed to occur in the order herein set out without any further act or formality, each of Winston, Hadley and Zara agree to make, do and execute or cause to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required by it in order to further document or evidence any of the transactions or events set out in this Article 2 including, without limitation, any resolutions of directors authorizing the issue, transfer or cancellation of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor and any necessary additions to or deletions from share registers.

2.8 Trades after the Share Distribution Record Date

Winston Shares traded after the Share Distribution Record Date shall not carry any right to receive a portion of the Hadley Distribution Shares or the Zara Distribution Shares.

ARTICLE 3

DISSENTING SHAREHOLDERS

3.1 Notwithstanding Article 2 hereof, holders of Winston Shares may exercise rights of dissent (the "**Dissent Right**") in connection with the Arrangement pursuant to the Interim Order, if any, and in the manner set forth in sections 237 to 247 of the BCA (appended to the Information Circular for the Winston Meeting) (collectively, the "**Dissent Procedures**").

3.2 Winston Shareholders who duly exercise Dissent Rights with respect to their Winston Shares ("**Dissenting Shares**") and who:

- (a) are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to Winston for cancellation immediately before the Effective Date; or
- (b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Winston Shareholder and shall receive Hadley Distribution Shares and Zara Distribution Shares on the same basis as every other non-dissenting Winston Shareholder.

3.3 If a Winston Shareholder exercises the Dissent Right, Winston shall on the Effective Date set aside and shall not distribute that portion of the Hadley Distribution Shares or Zara distribution Shares that is attributable to the Winston Shares for which the Dissent Right has been exercised. If the dissenting Winston Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Winston shall distribute to such Winston Shareholder his, her or its pro rata portion of the Hadley Distribution Shares and the Zara Distribution Shares. If a Winston Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Winston shall retain the portion of the Distributed Hadley Shares and the Zara Distribution Shares attributable to such Winston Shareholder (the "**Non-Distributed Shares**"), and the Non-Distributed Shares shall become assets of Winston and shall be dealt with as determined by the board of directors of Winston in its absolute discretion.

ARTICLE 4

AMENDMENTS

4.1 The Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:

- (a) set out in writing;
- (b) filed with the Court and, if made following the Winston Meeting, approved by the Court; and
- (c) communicated to holders of Winston Shares, Hadley Shares and Zara Shares, as the case may be, if and as required by the Court.

4.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Winston at any time prior to the Winston Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Winston Meeting (other than as may be required under the Interim Order, if any), shall become part of this Plan of Arrangement for all purposes.

4.3 Winston, with the consent of Hadley and Zara, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Winston Meeting and prior to the Effective Date with the approval of the Court.

4.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by all 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 or any former Winston Shareholder, Hadley Shareholder or Zara Shareholder, as the case may be.

ARTICLE 5

REFERENCE DATE AND TERMINATION

5.1 This Plan of Arrangement is dated for reference the date first written in the Arrangement Agreement.

5.2 At any time up until the time the Final Order is made, the Parties may mutually determine not to proceed with this Plan of Arrangement, or to terminate this Plan of Arrangement, notwithstanding any prior approvals given at the Winston Meeting. In addition to the foregoing, this Plan of Arrangement shall automatically, without notice, terminate immediately and be of no further force or effect, upon the termination of the Arrangement Agreement in accordance with its terms.

SCHEDULE A
ASSETS

To Zara Resources Inc

All the rights, title and interest of Winston and its wholly owned subsidiary CNRP Mining Inc, to that certain option agreement between Green Swan and Melkior on the Riverbank and Broke Back Claims

The sum of \$100,000 cash

To Hadley Mining Inc

All the rights, title and interest of Winston, to that certain Airborne Survey of the Etamame Nickel Claims in Sachigo, Ontario

The repayment of that certain loan from Winston in the amount of \$50,000 and all the rights, title and interest of Winston, to that certain purchase agreement between 2212150 Ontario Inc operating as Vanex Exploration and Winston whereby Winston acquired a 1.5% NSR on the Etamame Nickel Claims in Sachigo, Ontario

The sum of \$100,000 cash