# ARRANGEMENT AGREEMENT

This agreement made as of the 1st day of April, 2021,

BETWEEN:

> **ORIGEN RESOURCES INC.**, a company incorporated under the laws of British Columbia and having an office at Suite 488 – 625 Howe Street, Vancouver, BC V6C 2T6
>
> ("**Origen**")

AND:

> **FORTY PILLARS MINING CORP.**, a company incorporated under the laws of British Columbia and having an office at Suite 488 – 625 Howe Street, Vancouver, BC V6C 2T6
>
> ("**Spinco**")

WHEREAS Origen and Spinco wish to effect a share reorganization transaction by way of a statutory plan of arrangement under Section 288 of the *Business Corporations Act* (British Columbia) on the terms and conditions set out in this Arrangement Agreement and the Plan of Arrangement annexed hereto as Exhibit A.

THEREFORE THIS ARRANGEMENT AGREEMENT WITNESSES that, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, each of the parties hereto agrees with the other as follows:

## ARTICLE 1
## INTERPRETATION

### 1.1 Definitions

In this Arrangement Agreement, terms used herein and defined in the Plan of Arrangement attached hereto as Exhibit A, will have the meaning ascribed thereto in the Plan of Arrangement and the following terms have the following meanings, respectively:

"**Arrangement**" means an arrangement under the provisions of Section 288 of the Business Corporations Act, on the terms and conditions set forth in the Plan of Arrangement;

"**Arrangement Agreement**" means this Arrangement Agreement, including Exhibit A and Exhibit B hereto, as it may be supplemented or amended from time to time;

"**Arrangement Resolution**" means the special resolution of Origen Shareholders authorizing and approving the Plan of Arrangement;

"**Business Corporations Act**" means the British Columbia *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;

"**Business Day**" means a day which is not a Saturday, Sunday or a day when commercial banks are not open for business in Vancouver, British Columbia;

"**Closing**" has the meaning given in Section 6.3 of this Arrangement Agreement;

"**Court**" means the Supreme Court of British Columbia;

"**CSE**" means Canadian Securities Exchange;

"**Effective Date**" means the date on which the last of all necessary documents to effect the Plan of Arrangement have been filed with the Registrar;

"**Final Order**" means the final order of the Court, after being informed of the intention to rely upon the Section 3(a)(10) Exemption from registration under the U.S. Securities Act in connection with the issuance of the Spinco Shares to Origen Shareholders in the United States, approving the Arrangement, in the form required by this Arrangement Agreement;

"**Governmental Entity**" means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or entity, domestic or foreign; (b) any subdivision, agent, commission, board or authority of any of the foregoing; or (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

"**Information Circular**" means the information circular to be sent to Origen Shareholders in connection with the Meeting, including any other documents incorporated by reference therein;

"**Interim Order**" means the order of the Court, after being informed of the intention to rely upon the Section 3(a)(10) Exemption from registration under the U.S. Securities Act in connection with the issuance of the Spinco Shares to Origen Shareholders in the United States, pursuant to the application therefor contemplated by Sections 2.2 and 2.3 hereof;

"**ITA**" means the *Income Tax Act* (Canada) and the regulations made thereunder, as amended from time to time;

"**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the CSE), and the term "applicable" with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;

"**Meeting**" means the special meeting of Origen Shareholders to be held at 10am (Pacific time) on May 12, 2021 and any adjournment or postponement thereof;

"**Origen**" means Origen Resources Inc., a company incorporated under the laws of British Columbia;

"**Origen Shareholder**" means the holders of Origen Shares;

"**Origen Shares**" means common shares without par value of Origen;

"**Party**" means any one of Origen and Spinco, and "**Parties**" means both of them as the context requires;

"**person**" means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, any unincorporated organization or association, any government or instrumentality thereof and any tribunal;

"**Plan of Arrangement**" means the plan of arrangement attached hereto as Exhibit A and any amendment or variation hereto made in accordance with Article 6 thereof and Section 6.1 and 6.2 of this Arrangement Agreement;

"**Registrar**" means the Registrar of Companies appointed under Section 400 of the Business Corporations Act;

"**Section 3(a)(10) Exemption**" has the meaning ascribed thereto in Section 2.2 of this Arrangement Agreement;

"**Spinco**" means Forty Pillars Mining Corp., a company incorporated under the laws of British Columbia;

"**Spinco Shares**" means common shares without par value of Spinco;

"**Spinout Assets**" means:

(a) all direct and indirect right, title and interest of Origen in and to the Silver Dollar mineral exploration project (which also includes the Beatrice property) and all business, corporate, legal and accounting books, records and documents used in the conduct of the foregoing property and related undertakings; and

(b) cash in the amount of $66,893.60.

"**Spinout Liabilities**" means:

(a) all liabilities or obligations (contingent or otherwise) (other than any liability or obligation for Taxes) in respect (but only in respect) of the Spinout Assets (including the operations or activities in connection therewith);

(b) all liabilities or obligations for Taxes payable to any Governmental Entity arising from, or in connection with the Spinout Assets; and

(c) all liabilities or obligations for Taxes payable but not yet paid or reflected in the contingencies or commitments in the Annual Financial Statements of Origen to any Governmental Entity and imposed on, or is in respect of, the Spinout Assets and/or any liabilities or obligations referred to in this definition net of all applicable credits, deductions, and other amounts available (including any loss carryforwards) with respect to the Spinout Assets;

"**Taxes**" means any taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services tax, harmonized sales tax, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti- dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada Pension Plan

premiums or contributions imposed by any Governmental Entity, and any transferee liability in respect of any of the foregoing;

"**United States"** or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder;

"**U.S. Investment Company Act"** means the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated from time to time thereunder;

"**U.S. Person"** has the meaning ascribed to it in Regulation S of the U.S. Securities Act; and

"**U.S. Securities Act"** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder.

1.2 **Exhibits**

The following exhibit is attached to this Arrangement Agreement and forms part hereof:

Exhibit A – Plan of Arrangement

Exhibit B – Arrangement Resolution

## ARTICLE 2
## ARRANGEMENT

2.1 The parties agree to carry out the Arrangement in accordance with and subject to the satisfaction of the terms and conditions contained in this Agreement, the Interim Order and the Final Order and the Plan of Arrangement.

2.2 The parties agree that the Arrangement will be carried out as part of a reorganization of the business of Origen and with the intention that all Spinco Shares issued on completion of the Arrangement or exchanged with the Origen Shareholders in the United States will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act (the "**Section 3(a)(10) Exemption**"). In order to ensure the availability of the Section 3(a)(10) Exemption, the parties agree that the Arrangement will be carried out on the following basis:

(a) the Arrangement will be subject to the approval of the Court;

(b) prior to the issuance of the Interim Order, the Court will be advised of the intention of the Parties to rely on the Section 3(a)(10) Exemption with respect to the issuance of the Spinco Shares to Origen Shareholders in the United States in connection with the Arrangement, based on the Court's approval of the Arrangement;

(c) the Court will be required to satisfy itself as to the fairness of the Arrangement to the Origen Shareholders subject to the Arrangement;

(d) the parties will ensure that each Origen Shareholder entitled to receive Spinco Shares on completion of the Arrangement will be given adequate notice advising them of their right

to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right and that there shall not be any improper impediments to the appearance at the hearing of any Origen Shareholder;

(e) the Interim Order approving the Meeting will specify that each Origen Shareholder will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as they enter an appearance within a reasonable time;

(f) the Origen Shareholders will be advised that the Spinco Shares issued pursuant to the Arrangement have not been registered under the U.S. Securities Act and will be issued by Spinco in reliance on the Section 3(a)(10) Exemption, and that certain restrictions on resale under the securities laws of the United States may be applicable with respect to securities issued to affiliates of Origen and persons who have been affiliates of Origen within 90 days of the Effective Date;

(g) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as being fair to the Origen Shareholders;

(h) Origen shall request that the Final Order shall include a statement to substantially the following effect:

"This Order will serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of Origen Resources Inc. pursuant to the Plan of Arrangement."

2.3 Origen and Spinco will, as soon as reasonably practicable, apply to the Court pursuant to Section 188 of the Business Corporations Act for the Interim Order providing for, among other things, the calling and holding of the Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement. If the approval of the Arrangement as set forth in the Interim Order is obtained, Origen and Spinco will take the necessary steps to submit the Arrangement to the Court and apply for the Final Order in such fashion as the Court may direct, as soon as practicable after the Meeting, subject to satisfaction or waiver of any other conditions provided for in this Arrangement Agreement.

## ARTICLE 3
## REPRESENTATIONS AND WARRANTIES

### 3.1 Representations and Warranties of Origen

As at the date hereof and as at the date of the Closing, Origen represents and warrants to Spinco, and acknowledges that Spinco is relying on such representations and warranties, as follows:

(a) Origen is a company duly organized, validly existing and in good standing with respect to all filings required under applicable laws, has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as a foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such licence or qualification is not in the aggregate material) and has the corporate power to enter into this Arrangement Agreement and perform its obligations hereunder;

(b) the authorized capital of Origen consists of an unlimited number of common shares without par value of which, as at the date of this Arrangement Agreement, 32,248,657 Origen Shares are issued and outstanding as fully paid and non-assessable;

(c) no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature) for the purchase or issue of or conversion into any of the unissued Origen Shares or any unissued securities of Origen, other than holders of Origen share purchase warrants to acquire in the aggregate 4,132,783 Origen Shares and holders of Origen stock options to acquire in the aggregate 3,200,000 Origen Shares, all of which holders have agreed or will have agreed before the Effective Date that no adjustments will be made to their Origen share purchase warrants or Origen options, in respect of the transactions contemplated by this Agreement;

(d) the financial statements of Origen appearing on the SEDAR website present fairly the financial position of Origen at the relevant dates and the results of its operations and the changes in its financial position for the periods indicated in those financial statements, and have been prepared in accordance with accounting principles generally accepted in Canada consistently applied;

(e) the execution and delivery of this Arrangement Agreement and the consummation of the Arrangement do not and will not:

(i) result in the breach of or violate any term or provision of the constating documents of Origen;

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Origen is a party or by which it is bound or to which any property of Origen is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of Origen under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or

(iii) violate any provision or law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Origen;

(f) the execution and delivery of this Arrangement Agreement has been duly approved by the board of directors of Origen;

(g) there are no agreements, covenants, undertakings or other commitments of Origen or any partnership or joint venture in which it is a partner or participant or any instruments binding on it:

(i) under which the consummation of the Arrangement would have the effect of imposing restrictions or obligations on Spinco materially greater than those imposed upon Origen or any such partnership or joint venture at the date hereof; or

(ii) which would give a third party, as a result of the Arrangement, a right to terminate any material agreement, or a right to acquire Origen’s interest in any

material agreement, to which Origen or any such partnership or joint venture is a party;

(h) Origen has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Arrangement Agreement or the Arrangement, except a fixed fee to be paid to RWE Growth Partners, Inc. for a fairness opinion and other financial advice regarding the transactions contemplated herein;

(i) there are no actions, suits, proceedings or investigations commenced, or to the knowledge of Origen contemplated or threatened, against or affecting Origen or before or by any person or before any arbitrator of any kind which would prevent or hinder the Arrangement or which involve the possibility of any judgment or liability which can reasonably be expected to have a material adverse effect on the business operations, properties, assets or condition, financial or otherwise, of Origen;

(j) the corporate records and minute books of Origen as required to be maintained by it under the laws of British Columbia are up to date and contain complete and accurate minutes of all meetings of its directors and Origen Shareholders and all resolutions consented to in writing;

(k) the Origen Shares are at present listed and posted for trading on the CSE and on no other stock exchange, and Origen is in material compliance with all rules, regulations and policies of the CSE;

(l) Origen is a reporting issuer in British Columbia, Alberta, Ontario and Yukon, is not the subject of a cease trade order or investigation under the securities legislation in British Columbia, Alberta, Ontario or Yukon, is not the subject of any investigation by the CSE or any other regulatory or administrative authority or body, is current with all filings required to be made under the securities legislation in those provinces and is not aware of any deficiencies in the filing of any documents or reports with the securities commissions or similar authorities in each of those jurisdictions that would cause it to be placed on the list of defaulting reporting issuers;

(m) none of the representations, warranties or statements of fact made in this Section 3.1 contains any untrue statement of a material fact or omits to state any material fact necessary to make any such warranty or representation not misleading; and

(n) as of the date hereof Origen: (i) is a "foreign private issuer" within the meaning of Rule 405 under the U.S. Securities Act, (ii) has no class of securities outstanding that is or is required to be registered under Section 12 of the U.S. Exchange Act or that is subject to the reporting requirements of Section 13 or Section 15(d) of the U.S. Exchange Act, (iii) is not registered or required to register and will not as a result of the completion of the Arrangement and the issuance of any securities pursuant to the Arrangement be required to register as an investment company under the U.S. Investment Company Act, and (iv) is not a "shell company" as defined in Rule 405 under the U.S. Securities Act.

3.2 **Representations and Warranties of Spinco**

As at the date hereof and as at the date of the Closing, Spinco represents and warrants to Origen, and acknowledges that Origen is relying on such representations and warranties, as follows:

(a) Spinco is a company duly organized, validly existing and in good standing with respect to all filings required under applicable laws, and has the corporate power to own or lease its property and assets and to carry on its business as proposed to be conducted by it and has the corporate power to enter into this Arrangement Agreement and perform its obligations hereunder;

(b) the authorized capital of Spinco consists of an unlimited number of common shares without par value, of which, as at the date of this Arrangement Agreement, one Spinco Share is issued and outstanding as fully paid and non-assessable;

(c) no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature) for the purchase or issue of or conversion into any of the unissued Spinco Shares or any unissued securities of Spinco, except as disclosed in this Arrangement Agreement;

(d) the execution and delivery of this Arrangement Agreement and the consummation of the Arrangement do not and will not:

(i) result in the breach of or violate any term or provision of the constating documents of Spinco;

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Spinco is a party or by which it is bound or to which any property of Spinco is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of Spinco under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or

(iii) violate any provision or law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Spinco;

(e) as of the Effective Date, Spinco is not and will not be a party to any material agreements, covenants, undertakings or other commitments, other than this Arrangement Agreement;

(f) the execution and delivery of this Arrangement Agreement has been duly approved by the board of directors of Spinco;

(g) Spinco has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Arrangement Agreement or the Arrangement;

(h) there are no actions, suits, proceedings or investigations commenced, or to the knowledge of Spinco contemplated or threatened, against or affecting Spinco or before or by any person or before any arbitrator of any kind which would prevent or hinder the Arrangement or which involve the possibility of any judgment or liability which can reasonably be expected to have a material adverse effect on the business operations, properties, assets or condition, financial or otherwise, of Spinco;

(i) there are no known or anticipated material liabilities of Spinco of any kind whatsoever (including absolute, accrued or contingent liabilities) nor any commitments whether or not determined or determinable, in respect of which Spinco is or may become liable;

(j) Spinco is not a party to any agreement to acquire or lease any other businesses or business operations;

(k) the corporate records and minute books of Spinco as required to be maintained by it under the laws of British Columbia are up to date and contain complete and accurate minutes of all meetings of its directors and shareholders and all resolutions consented to in writing;

(l) none of the representations, warranties or statements of fact made in this Section 3.2 contains any untrue statement of a material fact or omits to state any material fact necessary to make any such warranty or representation not misleading; and

(m) as of the date hereof Spinco: (i) is a "foreign private issuer" within the meaning of Rule 405 under the U.S. Securities Act, (ii) has no class of securities outstanding that is or is required to be registered under Section 12 of the U.S. Exchange Act or that is subject to the reporting requirements of Section 13 or Section 15(d) of the U.S. Exchange Act, (iii) is not registered or required to register and will not as a result of the completion of the Arrangement and the issuance of any securities pursuant to the Arrangement be required to register as an investment company under the U.S. Investment Company Act, and (iv) is not a "shell company" as defined in Rule 405 under the U.S. Securities Act.

## ARTICLE 4
## COVENANTS

### 4.1 Covenants of Origen and Spinco

Each of Origen and Spinco agrees that it will take such steps and do all such other acts and things as may be necessary or desirable in order to give effect to the transactions contemplated by this Arrangement Agreement, subject to shareholders' and regulatory approval, and, without limiting the generality of the foregoing, will use its commercially reasonable efforts to apply for and obtain such consents, orders or approvals as are necessary or desirable for the implementation of the Arrangement and, without limiting the generality of the foregoing, to:

(a) apply for and obtain the Interim Order and the Final Order as provided in Section 2.3 hereof; and

(b) obtain written consents from any persons who are parties to agreements with Origen (including without limiting the foregoing, option agreements agreements or warrant certificates) required to effect the transfer of Spinout Assets and Spinout Liabilities in accordance with all applicable Laws, including an asset purchase agreement, an assumption of liabilities agreement and any consents required to such transfer, no later than 10 Business Days before the Effective Date. The asset purchase agreement and the assumption of liabilities agreement will become effective as of the Effective Date.

4.2 Each of Origen and Spinco agrees that it will take such steps and do all such other acts and things as may be necessary or desirable in order to give effect to the transactions contemplated by this Arrangement Agreement, subject to shareholders' and regulatory approval, and, without limiting the generality of the foregoing, will:

(a) ensure that the Information Circular contains prospectus-level disclosure respecting Origen or Spinco, respectively, and the information and financial statements related to Origen or Spinco, respectively, contained or incorporated by reference in the Information

Circular and any related documentation to be distributed in connection with the solicitation of proxies by the management of Origen in connection with the Meeting will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made and will comply with applicable securities laws;

(b) obtain all required certifications and consents of their respective auditors in respect of the respective financial statements to be provided in the Information Circular; and

(c) at Closing, have the respective authorized and issued share capital, other than as contemplated by this Arrangement Agreement or as may be altered by the exercise of outstanding convertible securities or consented to by Origen or Spinco, as the case may be, such consent not to be unreasonably withheld.

### 4.3 **Interim Order**

As soon as practicable after the date hereof, Origen will apply to the Court pursuant to section 188 of the Business Corporations Act for the Interim Order providing for, among other things, the calling and holding of the Meeting.

### 4.4 **Final Order**

If the Interim Order and all Origen Shareholder approvals as required in respect of the Plan of Arrangement are obtained, Origen will promptly thereafter take the necessary steps to submit the Plan of Arrangement to the Court and apply for the Final Order in such fashion as the Court may direct, and as soon as practicable following receipt of the Final Order, and subject to the satisfaction or waiver of the other conditions provided for in Article 5 hereof, Origen will make any filings required to give effect to the Plan of Arrangement pursuant to the Final Order.

## ARTICLE 5
## CONDITIONS PRECEDENT

### 5.1 **Mutual Conditions Precedent**

The parties' obligations to complete the transactions contemplated in this Arrangement Agreement are subject to satisfaction of the following conditions on or before the Effective Date:

(a) the Interim Order and Final Order will have been obtained from the Court on terms acceptable to each of the parties and will not have been set aside or modified in a manner unacceptable to either of the parties, on appeal or otherwise;

(b) Origen and Spinco will have received all required approvals, including approval by Origen Shareholders of the Arrangement at the Meeting, approval by their respective boards of directors, and approval of the CSE to the Arrangement, subject only to compliance with the usual conditions of that approval, if any;

(c) the Spinco Shares to be issued pursuant to the Arrangement to Origen Shareholders in the United States shall either be: (i) exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof; (ii) be registered pursuant to an effective registration statement under the U.S. Securities Act; or (iii) issued pursuant to an exemption from the registration requirements of the U.S. Securities Act; provided,

however, that Origen shall not be entitled to the benefit of the conditions in this Section 5.1(c) and shall be deemed to have waived such condition in the event that Origen fails to advise the Court prior to the hearing in respect of the Interim Order that Origen intends to rely on the Section 3(a)(10) Exemption based on the Court's approval of the Arrangement and comply with the requirements set forth in Section 2.2 and the Final Order shall reflect such reliance;

(d) Origen will have received confirmation from counsel that the delivery of the Spinco Shares to the Origen Shareholders, pursuant to the Arrangement will be exempt from the registration and prospectus requirements in each of the provinces and territories of Canada in which Origen Shareholders are resident in Canada;

(e) there will not be in force any order or decree restraining or enjoining the completion of the transactions contemplated by this Arrangement Agreement or the Plan of Arrangement;

(f) none of the consents, orders, regulations or approvals contemplated by this Arrangement Agreement will contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by either of the parties hereto, acting reasonably;

(g) the Spinco Shares will have been conditionally approved for listing on the CSE;

(h) this Arrangement Agreement will not have been previously terminated; and

(i) the obligation of each Party to complete the Arrangement is subject to the further condition that the covenants of the other Parties will have been duly performed.

The foregoing conditions in this Section 5.1 are inserted for the benefit of both parties and may only be waived in whole or in part at any time by both parties.

5.2 **Conditions Solely for the Benefit of Origen**

The obligations of Origen to complete the transactions contemplated in this Arrangement Agreement are subject to satisfaction of the following conditions on or before the Effective Date:

(a) no adverse material change will have occurred in the business, affairs, financial condition or operations of Spinco (including changes that may arise in connection with the consolidation of financial statements to give effect to the Arrangement);

(b) Origen will have received a satisfactory fairness opinion for Origen and tax advice satisfactory to Origen, in its sole discretion, respecting the tax consequences of the Arrangement to the Origen Shareholders (which fairness opinion and tax advice have been received); and

(c) the representations and warranties of Spinco as set out in this Arrangement Agreement will be true and correct on and as of the Effective Date as if they were made on and as of such date, except as affected by transactions contemplated or permitted by this Arrangement Agreement and except for any failures or breaches of representations or warranties which would not have a material adverse effect on the business, assets, financial condition or results of operations of Spinco, taken as a whole.

The foregoing conditions in this Section 5.2 are inserted for the exclusive benefit of Origen and may be waived by it in whole or in part at any time.

5.3 **Conditions Solely for the Benefit of Spinco**

The obligations of Spinco to complete the transactions contemplated in this Arrangement Agreement are subject to satisfaction of the following conditions on or before the Effective Date:

(a) no adverse material change will have occurred in the business, affairs, financial condition or operations of Origen (including changes that may arise in connection with the consolidation of financial statements to give effect to the Arrangement); and

(b) the representations and warranties of Origen as set out in this Arrangement Agreement will be true and correct on and as of the Effective Date as if they were made on and as of such date, except as affected by transactions contemplated or permitted by this Arrangement Agreement and except for any failures or breaches of representations or warranties which would not have a material adverse effect on the business, assets, financial condition or results of operations of Origen, taken as a whole.

The foregoing conditions in this Section 5.3 are inserted for the exclusive benefit of Spinco and may be waived by it in whole or in part at any time.

## ARTICLE 6-
## AMENDMENT, CLOSING AND TERMINATION

6.1 **Amendment**

This Arrangement Agreement and the Plan of Arrangement may, at any time and from time to time before the Effective Date, be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders. Without limiting the generality of the foregoing, any such amendment may:

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

(b) waive any inaccuracies or modify any representation contained herein or any document to be delivered pursuant hereto;

(c) change non-material terms;

(d) waive compliance with or modify any of the covenants herein contained or waive or modify performance of any of the obligations of the parties hereto; and

(e) amend the terms of Section 3.1 of the Plan of Arrangement and Sections 5.1, 5.2, and 5.3 hereof and the sequence of transactions described in the Plan of Arrangement subject to any required approval of the Origen Shareholders, given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

6.2 This Arrangement Agreement and the Exhibit hereto may be amended in accordance with the Final Order, but if the terms of the Final Order require any such amendment, the rights of the parties hereto under Sections 5.1, 5.2, 5.3, 6.1, 6.2 and 6.4 will remain unaffected.

6.3 **Closing**

The completion of the Arrangement (the "**Closing**") will be at the offices of Miller Thomson LLP, 400-725 Granville Street, Vancouver, British Columbia, V7Y 1G5, at 10:00 a.m. (Pacific time) on the Effective Date as to certain transactions comprised in the Arrangement as more particularly described in

the Plan of Arrangement, or such other place or time as may be mutually agreed by the Parties. At the Closing, the Parties will exchange documents to effect the Closing and to complete the Arrangement and related matters as contemplated by this Arrangement Agreement.

6.4 **Termination**

Subject to Section 6.5, this Arrangement Agreement may at any time before or after the holding of the Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the board of directors of Origen without further action on the part of Origen Shareholders, or the board of directors of Spinco, and nothing expressed or implied herein or in the Plan of Arrangement will be construed as fettering the absolute discretion of the board of directors of Origen to terminate this Arrangement Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

6.5 **Cessation of Right**

The right of Origen or any other Party to amend or terminate the Plan of Arrangement pursuant to Section 6.4 will be extinguished on the Effective Date.

6.6 **Costs**

Origen will pay all of the costs, fees and expenses, including the fees and expenses of advisors, accountants and legal counsel, incurred in connection with the Arrangement and the transactions contemplated by this Arrangement Agreement.

## ARTICLE 7
## ORDINARY COURSE

7.1 Until the earlier of the Closing and the termination of this Arrangement Agreement without completion of the Arrangement, each of Spinco and Origen will not, without the prior written consent of the other, enter into any contract in respect of its business or assets, other than as provided for in this Arrangement Agreement or in the ordinary course of business, and each of the Parties will continue to carry on its business and maintain its assets in the ordinary course of business, with the exception in the case of Origen of reasonable costs incurred in connection with the Arrangement, and, without limitation, but subject to the above exceptions, will maintain payables and other liabilities at levels consistent with past practice and will not engage in any extraordinary material transactions or agree to do any of the foregoing or perform any act or enter into any transaction or negotiation which interferes or is inconsistent with the completion of the transactions contemplated hereby without the prior written consent of the other Party.

## ARTICLE 8
## PUBLIC DISCLOSURE AND CONFIDENTIALITY

8.1 No disclosure or announcement, public or otherwise, in respect of this Arrangement Agreement or the transactions contemplated herein will be made by either Party without the prior written agreement of the other Party as to timing, content and method, provided that the obligations herein will not prevent either Party from making, after consultation with the other Party, such disclosure as its counsel advises is required by applicable laws or the rules and policies of the CSE or the reporting jurisdictions of the Party.

8.2 Unless and until the transactions contemplated in this Arrangement Agreement have been completed, except with the prior written consent of the other Party, each Party and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other Party in strictest confidence, except such information and documents which: (i) are or subsequently may become generally available to the public; (ii) are required to be disclosed by applicable law; (iii) are available on a non-confidential basis prior to their disclosure to the other Party; (iv) become available to one Party on a non-confidential basis from a source other than the other Party, provided that such other source is not bound by a confidentiality agreement with the other Party; (v) are independently developed; or (vi) were available to each Party as a result of the relationship of the Parties prior to the date hereof.

8.3 All such information in written form and documents will be returned to the Party originally delivering them in the event that the transactions provided for in this Arrangement Agreement are not completed.

## ARTICLE 9
## GENERAL

9.1 The covenants, representations and warranties contained in this Arrangement Agreement will survive the Closing of the transactions contemplated by this Arrangement Agreement.

9.2 Time is of the essence of this Arrangement Agreement.

9.3 Each Party hereto will, from time to time, both before and after the Effective Date, at the request of the other Party, do all other acts, and execute and deliver all other documents, agreements and instruments that may be reasonably required in order to fully perform and carry out the terms, conditions and intent of this Arrangement Agreement. The Parties agree to make modifications to the structure of the Arrangement and the transactions contemplated under this Arrangement Agreement reasonably necessary or desirable based on recommendations of legal, tax or other advisors or requirements of regulatory authorities.

9.4 All references to currency are references to Canadian dollars unless otherwise indicated.

9.5 Neither Party may assign its rights or obligations under this Arrangement Agreement.

9.6 Any waiver or release of any conditions of this Arrangement Agreement, to be effective, must be in writing executed by the Party for whom such condition is expressed by this Arrangement Agreement to benefit.

9.7 The Parties intend that this Arrangement Agreement will be binding upon them until terminated.

9.8 Any notice to be given under this Arrangement Agreement to the Parties will be deemed to be validly given if delivered, or if sent by e-mail:

if to Origen, to:

Suite 488 – 625 Howe Street
Vancouver, B.C. V6C 2T6
Attention: President

E-mail: blake@origenresources.com

if to Spinco, to:

Suite 488 – 625 Howe Street
Vancouver, B.C. V6C 2T6
Attention: Chief Executive Officer

E-mail: cmggary@gmail.com

and any such notice delivered or sent by e-mail on a business day in accordance with the foregoing will be deemed to have been received on the date of delivery or e-mail.

9.9 This Arrangement Agreement and the rights and obligations of the Parties hereunder will be governed by and construed exclusively according to the laws of the Province of British Columbia and the laws of Canada applicable therein. The courts of British Columbia (and Supreme Court of Canada, if necessary) shall have exclusive jurisdiction to hear and determine all disputes arising hereunder. Each of the Parties hereto irrevocably attorns to the jurisdiction of said courts and consents to the commencement of proceedings in such courts. This Section shall not be construed to affect the rights of a Party to enforce a judgment or award outside said province, including the right to record and enforce a judgment or award in any other jurisdiction.

9.10 This Arrangement Agreement will enure to the benefit of and be binding upon the Parties to this Arrangement Agreement, and their successors and permitted assigns.

9.11 This Arrangement Agreement may be executed in counterparts, and by electronically reproduced equivalent, with the same effect as if both parties had signed the same document. These counterparts will for all purposes constitute one agreement, binding on the Parties, notwithstanding that both Parties are not signatories to the same counterpart.

IN WITNESS WHEREOF the parties hereto have executed this Arrangement Agreement as of the year and day set out on the first page hereof.

**ORIGEN RESOURCES INC.**

Per: *(signed) "Mike Sieb"*
Director

Per: *(signed) "Gary Schellenberg"*
Chief Executive Officer

**FORTY PILLARS MINING CORP.**

Per: *(signed) "Gary Schellenberg"*
Director

TO THE ARRANGEMENT AGREEMENT DATED AS OF APRIL 1, 2021
BETWEEN ORIGEN RESOURCES INC. AND FORTY PILLARS MINING CORP.

PLAN OF ARRANGEMENT UNDER SECTION 288 OF
THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

## ARTICLE 1
## INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms will have the respective meanings set forth below:

"**Arrangement Agreement**" means the arrangement agreement dated April 1, 2021 between Origen and Spinco, to which this Plan of Arrangement is attached as Exhibit A, as they may be supplemented or amended from time to time;

"**Arrangement Resolution**" means the special resolution of Origen Shareholders authorizing and approving the Plan of Arrangement;

"**Asset Purchase Agreement**" means the agreement to be entered into between Origen and Spinco pursuant to which Spinco Acquires the Spinout Assets and assumes the Spinout Liabilities;

"**Business Corporations Act**" means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;

"**Business Day**" means a day which is not a Saturday, Sunday or a day when commercial banks are not open for business in Vancouver, British Columbia;

"**Closing**" has the meaning given in Section 6.3 of the Arrangement Agreement;

"**Court**" means the Supreme Court of British Columbia;

"**CSE**" means the Canadian Securities Exchange;

"**Effective Date**" means the date on which the last of all necessary documents to effect the Plan of Arrangement have been filed with the Registrar;

"**Effective Time**" means 12:01 a.m. (local Vancouver time) on the Effective Date;

"**Final Order**" means the final order of the Court pursuant to section 291 of the Business Corporations Act approving the Plan of Arrangement, after being informed of the intention to rely upon the Section 3(a)(10) Exemption from registration under the U.S. Securities Act in connection with the issuance of the Spinco Shares to Origen Shareholders in the United States, as such order may be amended by the Court (with the consent of the Parties, acting reasonably) at any time prior to the Effective Date, or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (with the consent of the Parties, acting reasonably) on appeal, which order shall include a statement to the following effect: "This Order will serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of Origen Resources Inc. pursuant to the Plan of Arrangement";

"**Information Circular**" means the information circular to be sent to Origen Shareholders in connection with the Meeting, including any other documents incorporated by reference therein;

"**ITA**" means the *Income Tax Act* (Canada) and the regulations made thereunder, as amended from time to time;

"**Interim Order**" means the order made after application to the Court, and being informed of the intention to rely upon the Section 3(a)(10) Exemption from registration under the U.S. Securities Act in connection with the issuance of the Spinco Shares to Origen Shareholders in the United States, pursuant to section 291 of the Business Corporations Act, providing for, among other things, the calling and holding of the Meeting, as such order may be amended, supplemented or varied by the Court (with the consent of the Parties, acting reasonably);

"**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the CSE), and the term "applicable" with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;

"**Meeting**" means the special meeting of Origen Shareholders to be held at 10 a.m. (Pacific time) on May 12, 2021 and any adjournment or postponement thereof;

"**Origen**" means Origen Resources Inc., a company incorporated under the laws of British Columbia;

"**Origen Common Share**" means a common share without par value in the authorized share structure of Origen outstanding immediately prior to the Effective Time;

"**Origen Class A Common Share**" has the meaning set out in subsection 2.2(b);

"**Origen New Shares**" has the meaning set out in subsection 2.2(b);

"**Origen Shareholder**" means a holder of Origen Common Shares, Origen Class A Common Shares or Origen New Shares as the context requires;

"**Parties**" means Origen and Spinco;

"**Plan of Arrangement**" means, and similar expressions mean, this plan of arrangement, including the appendices hereto, and any amendments, variations or supplements hereto made in accordance with the terms hereof, the Arrangement Agreement or made at the direction of the Court in the Final Order;

"**Section 3(a)(10) Exemption**" means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof;

"**Spinco**" means Forty Pillars Mining Corp., a company incorporated under the laws of British Columbia;

"**Spinco Shareholder**" means a holder of Spinco Shares;

"**Spinco Shares**" means common shares without par value of Spinco;

"**Spinout Assets**" means:

(a) all direct and indirect right, title and interest of Origen in and to the Silver Dollar mineral exploration project (which also includes the Beatrice property) and all business,

corporate, legal and accounting books, records and documents used in the conduct of the foregoing property and related undertakings; and

(b) cash in the amount of $66,893.60;

"**Spinout Liabilities**" means:

(a) all liabilities or obligations (contingent or otherwise) (other than any liability or obligation for Taxes) in respect (but only in respect) of the Spinout Assets (including the operations or activities in connection therewith);

(b) all liabilities or obligations for Taxes payable to any Governmental Entity arising from, or in connection with the Spinout Assets; and

(c) all liabilities or obligations for Taxes payable but not yet paid or reflected in the contingencies or commitments in the Annual Financial Statements of Origen to any Governmental Entity and imposed on, or is in respect of, the Spinout Assets and/or any liabilities or obligations referred to in this definition net of all applicable credits, deductions, and other amounts available (including any loss carryforwards) with respect to the Spinout Assets;

"**Taxes**" means any taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, GST/HST, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti- dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada Pension Plan premiums or contributions imposed by any Governmental Entity, and any transferee liability in respect of any of the foregoing;

"**Transfer Agent**" means Olympia Trust Company; and

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder.

1.2 Headings and References

The division of this Plan of Arrangement into Articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specified, references to sections are to sections of this Plan of Arrangement.

1.3 Number, etc.

Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders; and words importing persons shall include firms and corporations and vice versa.

1.4 Date of Any Action

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

1.5 Meaning

Words and phrases not otherwise defined herein and defined in the Business Corporations Act will have the same meaning herein as in the Business Corporations Act, unless the context otherwise requires.

## ARTICLE 2
## THE ARRANGEMENT

2.1 Effectiveness

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

2.2 The Arrangement

At the Effective Time, the events and transactions set out in Subsections (a) to (c), inclusive, will occur and be deemed to occur, unless otherwise provided, in the order set out below, without any further act or formality, and with each event or transaction occurring and being deemed to occur immediately after the occurrence of the immediately preceding event or transaction:

(a) Pursuant to the Asset Purchase Agreement, Origen will transfer all of the Spinout Assets and Spinout Liabilities to Spinco in consideration for the issuance by Spinco of such number of fully-paid and non-assessable SpinCo Shares to Origen such that immediately after the foregoing issuance Origen shall hold in the aggregate (together with the Spinco Share held immediately prior to the foregoing issuance) that number of Spinco Shares that is equal to 0.2 of the total number of Origen Common Shares issued and outstanding immediately prior to the Effective Time;

(b) Origen shall undertake a reorganization of capital within the meaning of Section 86 of the ITA as follows, with the following steps occurring in the following order:

(i) Origen's authorized share capital and its Articles will be altered by:

A. renaming and redesignating all of the issued and unissued Origen Common Shares as Origen Class A Common Shares;

B. providing that the rights, privileges, restrictions and conditions attached to the Origen Class A Common Shares are as follows:

(1) to two votes at all meetings of shareholders of Origen except meetings at which only holders of a specified class of shares are entitled to vote and shall be entitled to two votes for each Class A common share held;

(2) to receive, subject to the rights of the holders of another class of shares, any dividend declared by Origen; and

(3) to receive, pari passu with the Origen New Shares (as defined below), and subject to the rights of the holders of another class of shares, the remaining property of Origen on the liquidation, dissolution or winding up of Origen, whether voluntary or involuntary;

C. creating a new class consisting of an unlimited number of common shares without par value (the "**Origen New Shares**");

D. providing that the rights, privileges, restrictions and conditions attached to the Origen New Shares are as follows:

(1) to vote at all meetings of shareholders of Origen except meetings at which only holders of a specified class of shares are entitled to vote and shall be entitled to one vote for each Origen New Share held;

(2) to receive, subject to the rights of the holders of another class of shares, any dividend declared by Origen; and

(3) to receive, pari passu with the Origen Class A Common Shares, and subject to the rights of the holders of another class of shares, the remaining property of Origen on the liquidation, dissolution or winding up of Origen, whether voluntary or involuntary;

(ii) each Origen Shareholder will exchange each Origen Class A Common Share held immediately following step 2.2(b)(i) above for (A) one Origen New Share, and (B) 0.12 of a Spinco Share, and such Origen Shareholders shall cease to be the holders of the Origen Class A Common Shares so exchanged;

(iii) the aggregate amount added to the stated capital of the Origen New Shares issued pursuant to Section 2.2(b)(ii) above shall be equal to the amount if any, by which (A) the aggregate paid-up capital (as that term is defined for the purposes of the ITA) of the Origen Class A Common Shares immediately prior to step 2.2(b)(ii), exceeds (B) the fair market value of the Spinco Shares distributed to the Origen Shareholders; and

(iv) the authorized share capital of Origen is amended to delete the Origen Class A Common Shares, none of which are issued and outstanding, and to delete the rights, privileges, restrictions and conditions attached to the Origen Class A Common Shares.

No fractional shares will be issued and Origen Shareholders will not receive any compensation in lieu thereof. The name of each Origen Shareholder who is so deemed to exchange his, her or its Origen Class A Common Shares, shall be removed from the securities register of Origen Class A Common Shares with respect to the Origen Class A Common Shares so exchanged and shall be added to the securities registers of Origen New Shares and Spinco Shares as the holder of the number of Origen New Shares and Spinco Shares deemed to have been received on the exchange; and

(c) Origen will surrender to Spinco for cancellation, the one Spinco Share issued to Origen on incorporation of Spinco,

the exchanges, cancellations and steps provided for in this Section 2.2 shall be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Time.

2.3 Deemed Fully Paid and Non-Assessable Shares

All Origen New Shares and Spinco Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes.

2.4 Arrangement Effectiveness

The Arrangement shall become final and conclusively binding on the Origen Shareholders and the Spinco Shareholders and each of Origen and Spinco on the Effective Date.

2.5 Supplementary Actions

Notwithstanding that the transactions and events set out in Section 2.2 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Origen and Spinco shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 2.2, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption 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.

2.6 Withholding Rights

Origen shall be entitled to deduct or withhold from the consideration or other amount payable to any Origen Shareholder and from all dividends, other distributions or other amounts otherwise payable to any Origen Shareholder under the Arrangement such Taxes or other amounts as Origen is required, entitled or permitted to deduct and withhold with respect to such payment under the ITA, the United States Internal Revenue Code of 1986, or any other provisions of any applicable Laws. For greater certainty, to the extent that the exchange in subsection 2.2(b)(ii) hereof gives rise to a deemed dividend under the ITA, Origen shall be entitled to retain and sell that number of Spinco Shares as required to satisfy any withholding requirement under the ITA or any other applicable Laws. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Plan of Arrangement as having been paid to the Origen Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority and for greater certainty the number of Spinco shares retained and sold by Origen, if any, shall be deemed to have been issued to the applicable Origen Shareholders.

2.7 U.S. Securities Law Exemption

Notwithstanding any provision herein to the contrary, the Parties agree that the Plan of Arrangement will be carried out with the intention that all Spinco Shares issued on completion of the Plan of Arrangement to the Origen Shareholders in the United States will be issued by Spinco in reliance on the Section 3(a)(10) Exemption from the registration requirements of the U.S. Securities Act.

## ARTICLE 3
## DISSENT RIGHTS

3.1 No Dissent Rights

Origen Shareholders will not be given the right to dissent in respect of the special resolution to approve the Arrangement and accordingly, the dissent proceedings contained in Division 2 of Part 8 of the *Business Corporations Act* do not apply to such special resolution or the Arrangement.

## ARTICLE 4
## DELIVERY OF SECURITIES

4.1 Right to Receive Spinco Shares

As soon as practicable following the Effective Date, Origen and Spinco will cause to be delivered to the Transfer Agent, to be delivered to Origen Shareholders as of the Effective Date in accordance with the terms hereof, share certificates representing the aggregate Spinco Shares to which such Origen Shareholders are entitled following the Arrangement.

## ARTICLE 5
## AMENDMENTS

5.1 Amendments

(a) The Arrangement Agreement and the Plan of Arrangement may be amended at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time; provided that any such amendment (i) is in writing and is agreed to in writing by the Parties; (ii) if required, is filed with the Court; and (iii) if made following the Meeting, is approved by the Court and, if and as required by the Court, is communicated to Origen Shareholders and/or consented to by Origen Shareholders.

(b) Any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation:

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

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

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

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

(c) Any amendment made before the Meeting in accordance with this Section 5.1 may be made with or without any other prior notice or communication and, if accepted by the

persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Agreement and the Plan of Arrangement for all purposes.

5.2 Further Assurances.

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur at the time and in the manner set out in this Plan of Arrangement without any further act or formality, Origen and Spinco shall make, do and execute, or cause to be made, done or executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein. Origen, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Meeting, approved by the Court.