

**AMENDMENT TO
ARRANGEMENT AGREEMENT**

THIS AMENDING AGREEMENT is made this 15th day of October, 2019

BETWEEN:

ABRAPLATA RESOURCE CORP., a corporation existing under the *Business Corporations Act* (British Columbia)

("AbraPlata")

AND:

AETHON MINERALS CORPORATION, a corporation existing under the *Canada Business Corporations Act*

("Aethon")

WHEREAS:

- A. AbraPlata and Aethon are parties to an Arrangement Agreement dated September 11, 2019 (the "**Arrangement Agreement**") pursuant to which AbraPlata has agreed, among other things, to acquire all of the issued and outstanding Aethon Shares by way of the Arrangement; and
- B. the Parties wish to amend certain terms of the Arrangement Agreement as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, the Parties hereto hereby covenant and agree as follows:

- 1. Terms denoted with initial capital letters and not otherwise defined herein have the meanings assigned to them in the Arrangement Agreement.
- 2. The Arrangement Agreement is hereby amended as follows:
 - (a) the definition of "**Mailing Deadline**" in Section 1.1 is hereby deleted and replaced by the following:

"Mailing Deadline" means December 12, 2019, subject to extension pursuant to Section 2.4(b);
 - (b) the definition of "**Meeting Deadline**" in Section 1.1 is hereby deleted and replaced by the following:

"Meeting Deadline" means January 3, 2020, subject to extension pursuant to Section 2.4(b);

- (c) the definition of "**Outside Date**" in Section 1.1 is hereby deleted and replaced by the following:

"**Outside Date**" means the date by which the Arrangement contemplated by this Agreement is to be completed, which date shall be January 31, 2020, subject to extension pursuant to Section 2.4(b);

- (d) the definition of "**Termination Fee**" in Section 1.1 is hereby deleted and replaced by the following:

"**Termination Fee**" means \$500,000; and

- (e) Schedule A – Plan of Arrangement is hereby deleted and replaced by Schedule A – Plan of Arrangement attached hereto.

3. Except as specifically amended herein, all other terms of the Arrangement Agreement remain in full force and effect unamended as of the date hereof, and time shall remain of the essence.
4. This Amending Agreement may be executed in any number of counterparts, which taken together shall form one and the same agreement, and may be executed and delivered by electronic mail or facsimile transmission, which shall be binding on the Parties as though originally executed and delivered.

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

ABRAPLATA RESOURCE CORP.

Per: "Robert Bruggeman"
Name: Robert Bruggeman
Title: Interim Chief Executive Officer and Director

AETHON MINERALS CORPORATION

Per: "John Minitis"
Name: John Minitis
Title: Interim Chief Executive Officer

SCHEDULE A

**PLAN OF ARRANGEMENT
UNDER SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT**

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

"**AbraPlata**" means AbraPlata Resource Corp., a corporation continued under the laws of the Province of British Columbia;

"**AbraPlata Shares**" means common shares in the capital of AbraPlata;

"**Aethon**" means Aethon Minerals Corporation, a corporation incorporated under the laws of Canada;

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

"**Aethon Option**" means an option to acquire an Aethon Share granted pursuant to the Aethon Stock Option Plan which is outstanding and unexercised immediately prior to the Effective Time, whether or not vested;

"**Aethon Optionholder**" means a holder of one or more Aethon Options;

"**Aethon Securityholders**" means, together, the Aethon Shareholders and the Aethon Optionholders;

"**Aethon Share Letter of Transmittal**" means the letter of transmittal to be delivered by Aethon to the Aethon Shareholders for use in connection with the Arrangement, providing for the delivery of certificates representing Aethon Shares to the Depositary;

"**Aethon Shareholder**" means a holder of one or more Aethon Shares;

"**Aethon Shares**" means the common shares without par value in the capital of Aethon;

"**Aethon Stock Option Plan**" means the Stock Option Plan of Aethon most recently re-approved by the Aethon Shareholders on June 24, 2019;

"**Arrangement**" means the arrangement under the provisions of Section 192 of the CBCA, on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 7.1 of the Arrangement Agreement or the provisions hereof or made at the direction of the Court in the Final Order with the consent of Aethon and AbraPlata, each acting reasonably;

"Arrangement Agreement" means the arrangement agreement made as of September 11, 2019 between Aethon and AbraPlata, including the schedules thereto, as the same may be supplemented or amended from time to time prior to the Effective Date;

"Arrangement Resolutions" means the special resolution to be considered and, if thought fit, passed by the Aethon Shareholders at the Aethon Meeting to approve the Arrangement and related matters to be substantially in the form and content of Schedule D to the Arrangement Agreement;

"Articles of Arrangement" means the articles of arrangement of Aethon in respect of the Arrangement required by the CBCA to be sent to the Director after the Final Order has been granted, giving effect to the Arrangement, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to the Parties, each acting reasonably;

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

"CBCA" means the *Canada Business Corporations Act*;

"Certificate of Arrangement" means the certificate of arrangement giving effect to the Arrangement, issued by the Director pursuant to subsection 192(7) of the CBCA after the Articles of Arrangement have been filed;

"Consideration Shares" means, the consideration to be received by Aethon Shareholders pursuant to this Plan of Arrangement as consideration for their Aethon Shares, consisting of 3.75 AbraPlata Shares for each Aethon Share;

"Court" means the Ontario Superior Court of Justice;

"Depositary" means any trust company, bank or other financial institution agreed to in writing by each of the Parties for the purpose of, among other things, exchanging certificates representing Aethon Shares for the Consideration Shares in connection with the Arrangement;

"Director" shall have the meaning ascribed to such term in the CBCA;

"Dissent Rights" shall have the meaning ascribed to such term in Section 4.1(a) of the Plan of Arrangement;

"Dissenting Aethon Shareholder" means a registered holder of Aethon Shares who has duly and validly exercised the Dissent Rights in respect of the Arrangement Resolutions in strict compliance with the dissent procedures set out in section 190 of the CBCA, as modified by Article 4.1 of the Plan of Arrangement, the Interim Order and the Final Order and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

"Dissenting Shares" means the Aethon Shares held by Dissenting Aethon Shareholders in respect of which such Dissenting Aethon Shareholders have given notice of dissent in accordance with section 190 of the CBCA, as modified by Article 4 of the Plan of Arrangement and the Interim Order and who, as of the Effective time, has not withdrawn or lost such Dissent Rights;

"Effective Date" means the date shown on the Certificate of Arrangement to be issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement giving effect to the Arrangement;

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

"Encumbrance" means any mortgage, hypothec, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

"Final Order" means the final order of the Court approving the Arrangement (including all amendments thereto made prior to the Effective Time), in a form acceptable to both Aethon and AbraPlata, each acting reasonably, granted pursuant to Section 192 of the CBCA, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both Aethon and AbraPlata, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment is acceptable to both Aethon and AbraPlata, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;

"Former Aethon Shareholders" means, at and following the Effective Time, the holders of Aethon Shares immediately prior to the Effective Time (other than Dissenting Aethon Shareholders);

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

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

"Interim Order" means the interim order of the Court to be issued following the application therefor submitted to the Court as contemplated by Section 2.2 of the Arrangement Agreement, and made pursuant to Section 192 of the CBCA, in a form and substance acceptable to Aethon and AbraPlata, each acting reasonably, providing for, among other things, the calling and holding of the Aethon Meeting, as the same may be amended, affirmed, modified, supplemented or varied by the Court with the consent of both Aethon and AbraPlata, each acting reasonably, in connection with the Arrangement, including any amendment thereto;

"Plan of Arrangement" means this plan of arrangement proposed under Section 192 of the CBCA, including any appendices hereto, and any amendments, modifications or supplements hereto made from time to time in accordance with the terms hereof or made at the direction of the Court in the Final Order, with the prior written consent of Aethon and AbraPlata, each acting reasonably;

"Tax Act" means the Income Tax Act (Canada), as amended, and the regulations thereunder, as amended;

"TSX-V" means the TSX Venture Exchange; and

"U.S. Tax Code" means the United States Internal Revenue Code of 1986, as amended.

Any capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Arrangement Agreement.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into Articles, Sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article", "Section" or "paragraph" followed by a number and/or a letter refer to the specified Article, Section or paragraph of this Plan of Arrangement. The terms "Plan of Arrangement", "this Plan of Arrangement", "the Plan of Arrangement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Plan of Arrangement in its entirety and not any particular provision hereof.

1.3 Number and Gender

In the Plan of Arrangement, unless the context otherwise requires, words used herein importing the singular include the plural and vice versa, word importing the use of any gender shall include both gender and neutral.

1.4 Date of Any Action

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

1.5 Statutory Reference

Any reference in this Plan of Arrangement to a statute includes all regulations 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.

1.6 Time

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

1.7 Currency

Unless otherwise stated, all references herein to amounts of money are expressed in lawful currency of Canada and "\$" refers to Canadian dollars.

ARTICLE 2 – EFFECT OF THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms a part of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein. If there is any conflict between the provisions of this Plan of Arrangement and the provisions of the Arrangement Agreement regarding the Arrangement, the provisions of the Plan of Arrangement shall govern.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and issuance of the Certificate of Arrangement, will become effective at the Effective Time and shall be binding upon AbraPlata, Aethon, the Aethon Shareholders (including, for certainty, Dissenting Aethon Shareholders), the Aethon Optionholders and the Depositary.

ARTICLE 3 – ARRANGEMENT

3.1 The Arrangement

Commencing at the Effective Time, each of the events set out below shall occur and be deemed to occur in the following sequence, in each case without any further authorization, act or formality of or by Aethon, AbraPlata or any other person:

- (a) each Aethon Share held by a Dissenting Aethon Shareholder who has validly exercised Dissent Rights and which Dissent Rights remain valid immediately prior to the Effective Time, shall be deemed to be acquired by AbraPlata from the Dissenting Aethon Shareholder, without any further act or formality on its part, free and clear of all Encumbrances in consideration for a debt claim against AbraPlata for an amount determined and payable in accordance with Article 4 hereof, and:
 - (i) such Dissenting Aethon Shareholder shall cease to be the holder of such Aethon Shares and to have any rights as a holder of such Aethon Shares, other than the right to be paid fair value for such Aethon Shares (with Aethon funds not directly or indirectly provided by AbraPlata or any affiliate of AbraPlata), as set out in Article 4 hereof;
 - (ii) such Dissenting Aethon Shareholder's name shall be removed as the holder of such Aethon Shares from the register of Aethon Shares maintained by or on behalf of Aethon;
 - (iii) the Dissenting Aethon Shareholder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Dissenting Share; and
 - (iv) AbraPlata shall be, and shall be deemed to be, the holder of all of the outstanding Dissenting Shares and the the register of Aethon Shares maintained by or on behalf of Aethon shall be, and shall be deemed to be, revised accordingly;
- (b) each Aethon Share outstanding (other than Aethon Shares held by Dissenting Aethon Shareholders, AbraPlata or any subsidiary of AbraPlata) shall be transferred to AbraPlata in exchange for the Consideration Shares, and:
 - (i) the holders of such Aethon Shares shall cease to be the holders thereof and to have any rights as holders of such Aethon Shares, other than the right to receive the Consideration Shares in respect of such Aethon Shares in accordance with the Plan of Arrangement;
 - (ii) such holders' names shall be removed as the holders of such Aethon Shares from the register of Aethon Shares maintained by or on behalf of Aethon; and

- (iii) AbraPlata shall be deemed to be the transferee of such Aethon Shares, free and clear of all Encumbrances, and shall be entered in the register of Aethon Shares maintained by or on behalf of Aethon as the holder of such Aethon Shares; and
- (c) from the Effective Date until expiry of the Aethon Options (in accordance with their respective terms), AbraPlata will assume all of the covenants and obligations of Aethon under the Aethon Options and in accordance with the terms and conditions of the Aethon Stock Option Plan, do all things necessary to provide for the application of the provisions set forth in the Aethon Stock Option Plan with respect to the rights and interests of the holders thereof, such that upon exercise an Aethon Option will entitle the holder thereof to receive, for each Aethon Option, 3.75 AbraPlata Shares, subject to adjustment in accordance with their terms, and the Aethon Options will otherwise be valid and binding obligations of AbraPlata entitling the holders thereof, as against AbraPlata, to all the rights of such holders as set out in the Aethon Stock Option Plan.

3.2 Post Effective Time Procedures

- (a) Following the receipt of the Final Order and no later than one (1) Business Day prior to the Effective Date, AbraPlata shall deliver or arrange to be delivered to the Depositary the Consideration Shares, including certificates representing AbraPlata Shares required to be issued to Former Aethon Shareholders, in accordance with the provisions of Section 3.1(b) hereof, which certificates shall be held by the Depositary as agent and nominee for such Former Aethon Shareholders for distribution to such Former Aethon Shareholders in accordance with the provisions of Article 5 hereof.
- (b) Subject to the provisions of Article 5 hereof, and upon return of a properly completed Aethon Share Letter of Transmittal by a registered Former Aethon Shareholder together with certificates, if any, which, immediately prior to the Effective Time represented Aethon Shares and such other documents as the Depositary and AbraPlata may reasonably require, Former Aethon Shareholders shall be entitled to receive delivery of the certificates representing AbraPlata Shares to which they are entitled pursuant to Section 3.1(b) hereof.

3.3 No Fractional AbraPlata Shares

In no event shall any holder of Aethon Shares be entitled to a fractional AbraPlata Share. Where the aggregate number of AbraPlata Shares to be issued to an Aethon Shareholder as consideration under or as a result of this Plan of Arrangement would result in a fraction of a AbraPlata Share being issuable, the number of AbraPlata Shares to be received by such Aethon Shareholder shall be rounded down to the nearest whole AbraPlata Share and no Former Aethon Shareholder will be entitled to any compensation in respect of a fractional AbraPlata Share. All calculations and determinations made by Aethon and AbraPlata for the purposes of this Plan of Arrangement, including, the allocation of any fractional amounts shall be conclusive, final and binding upon all Aethon Shareholders.

ARTICLE 4 – DISSENT RIGHTS

4.1 Rights of Dissent

- (a) Pursuant to the Interim Order, each registered Aethon Shareholder may exercise rights of dissent ("**Dissent Rights**") under Section 190 of the CBCA as modified by this Article 4, the Interim Order and the Final Order in respect of the Arrangement, provided that the written objection to the Arrangement Resolutions contemplated by Section 190 of the

CBCA must be sent to and received by Aethon not later than 5:00 p.m. on the Business Day that is two (2) Business Days before the Aethon Meeting or any date to which the Aethon Meeting may be postponed or adjourned from time to time. Holders who duly exercise such Dissent Rights shall be deemed to have transferred their Aethon Shares to AbraPlata as of the Effective Time, without any further act or formality and free and clear of any Encumbrances (other than the right to be paid fair value as set out in this Section 4.1), and if they:

- (i) are ultimately determined to be entitled to be paid fair value for their Dissenting Shares, which fair value, notwithstanding anything to the contrary contained in Part XV of the CBCA, shall be determined as of the close of business on the day before the Aethon Arrangement Approval is obtained, will be entitled to be paid such fair value by AbraPlata and will not be entitled to any other payment or consideration including any payment that would be payable under this Plan of Arrangement had such holders not exercised their Dissent Rights in respect of their Aethon Shares; or
 - (ii) are ultimately determined to be not entitled, for any reason, to be paid fair value for their Dissenting Shares, will be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as an Aethon Shareholder who has not exercised Dissent Rights and be entitled to receive only the consideration set forth in Section 3.1(c) hereof that such holder would have received if such holder had not exercised Dissent Rights.
- (b) In no circumstances will Aethon, AbraPlata or any other person be required to recognize a holder exercising Dissent Rights as a holder of Aethon Shares unless such person is the registered holder of such Aethon Shares in respect of which such rights are sought to be exercised.
 - (c) Holders who validly withdraw their Dissent Rights or who are ultimately determined not to be entitled, for any reason, to be paid fair value for their Dissenting Shares shall be deemed to have participated in the Arrangement pursuant to Article 3 on the same basis as a non-dissenting holder of Aethon Shares.
 - (d) In no circumstances will Aethon, AbraPlata or any other person be required to recognize a holder exercising Dissent Rights as a holder of Aethon Shares after the completion of the steps set forth in Section 3.1(a), and each Dissenting Aethon Shareholder will cease to be entitled to the rights of a Aethon Shareholder in respect of the Aethon Shares in relation to which such Dissenting Aethon Shareholder has exercised Dissent Rights and the central securities register of Aethon will be amended to reflect that such former holder is no longer the holder of such Aethon Shares as and from the completion of the steps in Section 3.1(a).
 - (e) In addition to any other restrictions set forth in the CBCA, none of the following shall be entitled to exercise Dissent Rights: Aethon Optionholders and Aethon Shareholders who vote, or instruct a proxyholder to vote, in favour of the Arrangement Resolutions and shall be deemed to have not exercised Dissent Rights in respect of such Aethon Shares.

ARTICLE 5 – DELIVERY OF CONSIDERATION

5.1 Letter of Transmittal

At the time of mailing the Aethon Circular or as soon as practicable thereafter, Aethon shall forward an Aethon Share Letter of Transmittal to each registered Aethon Shareholder at the address of such person as it appears on the register maintained by or on behalf of Aethon in respect of the holders of Aethon Shares.

5.2 Delivery of Consideration Shares

- (a) As soon as practicable following the later of the Effective Date and the surrender to the Depositary for cancellation of a certificate that immediately prior to the Effective Time represented outstanding Aethon Shares that were transferred under Section 3.1(b), together with a duly completed Aethon Share Letter of Transmittal, such additional documents and instruments as the Depositary may reasonably require and such other documents and instruments as would have been required to effect such transfer under the CBCA and the articles of Aethon, the former holder of such Aethon Shares shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, or make available for pick up at its offices during normal business hours, a certificate representing AbraPlata Shares that such holder is entitled to receive in accordance with Section 3.1(b), subject to adjustment in accordance with Section 3.3 hereof, less any amounts withheld pursuant to Section 5.5.
- (b) Subject to Section 5.3, until surrendered as contemplated by this Section 5.1, each certificate which immediately prior to the Effective Time represented Aethon Shares will be deemed after the Effective Time to represent only the right to receive from the Depositary upon such surrender a certificate representing AbraPlata Shares that the holder of such certificate is entitled to receive in accordance with Section 3.1(b) hereof, subject to adjustment in accordance with Section 3.3 hereof, less any amounts withheld pursuant to Section 5.5.
- (c) Aethon and AbraPlata will cause the Depositary, as soon as a Former Aethon Shareholder becomes entitled to the Consideration Shares in accordance with Section 3.1(b), to:
- (i) forward or cause to be forwarded by first class mail (postage paid) to such former holder at the address specified in the Aethon Share Letter of Transmittal;
 - (ii) if requested by such former holder in the Aethon Share Letter of Transmittal make available at the offices of the Depositary specified in the Aethon Share Letter of Transmittal for pick up by such former holder; or
 - (iii) if the Aethon Share Letter of Transmittal neither specifies an address as described in Section 5.1(c)(i) nor contains a request as described in Section 5.1(c)(ii), forward or cause to be forwarded by first class mail (postage paid) to such former holder at the address of such former holder as shown on the applicable securities register maintained by or on behalf of Aethon immediately prior to the Effective Time,
- a certificate representing the Consideration Shares to such Former Aethon Shareholder in accordance with the provisions hereof.
- (d) No Former Aethon Shareholder shall be entitled to receive any consideration or entitlement with respect to any Aethon Shares, other than any consideration or entitlement to which such holder is entitled to receive in accordance with Section 3.1, this Section 5.1 and other

terms of this Plan of Arrangement and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends.

5.3 Lost Certificates

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

5.4 Extinction of Rights

If any Former Aethon Shareholder fails to deliver to the Depository the certificates, documents or instruments required to be delivered to the Depository under Section 5.1 or Section 5.2 in order for such Former Aethon Shareholder to receive the Consideration Shares which such former holder is entitled to receive pursuant to Section 3.1 hereof, on or before the date that is six (6) years after the Effective Date, on the date that is six (6) years after the Effective Date (i) such former holder will be deemed to have donated and forfeited to AbraPlata or its successor any Consideration Shares held by the Depository in trust for such former holder to which such former holder is entitled, and (ii) any certificate representing Aethon Shares formerly held by such former holder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to AbraPlata and will be cancelled. Neither Aethon nor AbraPlata, or any of their respective successors, will be liable to any person in respect of any Consideration Shares (including any consideration previously held by the Depository in trust for any such former holder) which is forfeited to AbraPlata or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

5.5 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to AbraPlata Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Aethon Shares unless and until the holder of such certificate shall have complied with the provisions of Section 5.1 or Section 5.2 hereof. Subject to applicable law and to Section 5.5 hereof, at the time of such compliance, there shall, in addition to the delivery of a certificate representing the AbraPlata Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such AbraPlata Shares.

5.6 Withholding Rights

Aethon, AbraPlata and the Depository will be entitled to deduct and withhold from any consideration otherwise payable to any person under the Plan of Arrangement (including any payment to Dissenting Aethon Shareholders) such amounts as Aethon, AbraPlata or the Depository is required to deduct and withhold with

respect to such payment under the Tax Act, the U.S. Tax Code, and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax law as counsel may advise is required to be so deducted and withheld by Aethon, AbraPlata or the Depositary, as the case may be. For the purposes hereof, all such withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Entity by or on behalf of Aethon, AbraPlata or the Depositary, as the case may be. To the extent necessary, such deductions and withholdings may be effected by selling any AbraPlata Shares to which any such person may otherwise be entitled under the Plan of Arrangement, and any amount remaining following the sale, less deduction and remittance or any applicable tax and any fees related to such sale, shall be paid to the person entitled thereto as soon as reasonably practicable.

5.7 No Encumbrances

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

5.8 U.S. Securities Laws 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 AbraPlata Shares issued on completion of the Plan of Arrangement to the Aethon Shareholders will be issued by AbraPlata in reliance on the exemption from the registration requirements of the U.S. *Securities Act of 1933*, as amended, as provided by Section 3(a)(10) thereof.

5.9 Paramountcy

From and after the Effective Time (a) the Plan of Arrangement shall take precedence and priority over any and all Aethon Shares and Aethon Options issued prior to the Effective Time, (b) the rights and obligations of the Aethon Securityholders, Aethon, AbraPlata, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in the Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Aethon Shares and Aethon Options shall be deemed to have been settled, compromised, released and determined without liability except as set forth in the Plan of Arrangement.

5.10 Consents, Waivers and Agreements

At the Effective Time, each Aethon Shareholder and any other person affected by this Plan of Arrangement will be deemed to have consented and agreed to all of the provisions of this Plan of Arrangement in its entirety.

ARTICLE 6 – AMENDMENTS

6.1 Amendments to Plan of Arrangement

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

- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Aethon at any time prior to the Aethon Meeting (provided that AbraPlata has consented thereto) with or without any other prior notice or communication and, if so proposed and accepted by the persons voting at the Aethon Meeting (other than as may be required under the Interim Order), will become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Aethon Meeting will be effective only if such amendment, modification or supplement (i) is consented to by each of Aethon and AbraPlata (in each case acting reasonably), and (ii) if required by the Court or applicable Law, is consented to by some or all, of the Aethon Securityholders, as applicable, voting in the manner directed by the Court.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by AbraPlata provided that it concerns a matter which, in the reasonable opinion of AbraPlata, 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 any Former Aethon Shareholder.
- (e) This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 7 – TERMINATION

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 8 – FURTHER ASSURANCES

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