

ARRANGEMENT AGREEMENT

This Arrangement Agreement is dated effective February 7, 2023.

BETWEEN:

PAN AMERICAN ENERGY CORP., a corporation incorporated pursuant to the laws of British Columbia

("Pan Am")

- and -

Legacy Lithium Corp., a corporation incorporated pursuant to the laws of British Columbia

("Legacy")

WHEREAS Pan Am and Legacy wish to proceed with a statutory arrangement transaction under applicable law whereby, among other things, Pan Am will distribute the share capital of Legacy to the Pan Am Shareholders (as defined herein);

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the respective 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 do hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

"Agreement" means this arrangement agreement, including the Schedules attached hereto, as may be supplemented or amended from time to time;

"Arrangement" means the arrangement under Division 5 of Part 9 the BCBCA on the terms and subject to the conditions set out in this Agreement and the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of Pan Am;

“Arrangement Resolution” means the special resolution of the Pan Am Shareholders to approve the Arrangement, the full text of which is attached as Appendix “A” to the Plan of Arrangement;

“BCBCA” means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as promulgated or amended from time to time;

“Board of Directors” means the duly appointed board of directors of the applicable company;

“Business Day” means any day other than a Saturday, Sunday or statutory holiday in the City of Vancouver, British Columbia;

“Circular” means the management information circular of Pan Am to be prepared and sent to the Pan Am Shareholders in connection with the Meeting, together with any amendments or supplements thereto;

“Court” means the Supreme Court of British Columbia;

“Dissent Rights” has the meaning set forth in Section 5.1 of the Plan of Arrangement;

“Dissenting Shareholder” means a registered Pan Am Shareholder who has duly exercised the Dissent Rights and is ultimately entitled to be paid for their Pan Am Common Shares as set forth in Section 5.1 of the Plan of Arrangement;

“Dissent Shares” means Pan Am Common Shares held by Dissenting Shareholders;

“Distribution Record Date” means the effective date of this Agreement;

“Effective Date” means the date agreed to by Pan Am and Legacy in writing as the effective date of the Arrangement after all of the conditions precedent to the completion of the Arrangement as set out in the Arrangement Agreement have been satisfied or waived, including that the Final Order has been granted by the Court;

“Effective Time” means 12:01 a.m. (Vancouver time) on the Effective Date or such other time on the Effective Date as agreed to in writing by Pan Am and Legacy;

“Final Order” means the final order to be obtained from the Court pursuant to section 291 of the BCBCA approving the Arrangement;

“Interim Order” means the interim order to be obtained from the Court containing declarations and directions with respect to the Arrangement and the holding of the Meeting, as such order may be affirmed, amended and modified;

“Legacy” means Legacy Lithium Corp., a company incorporated pursuant to the laws of British Columbia;

“Legacy Common Shares” means the common shares of Legacy;

“Meeting” means the special meeting of Pan Am Shareholders to be held on April 11, 2023 and any adjournment(s) or postponement(s) thereof, to be called and held in accordance with the Interim Order to consider and to vote on the Arrangement Resolution and any other matters set out in the Notice of Meeting;

“Notice of Meeting” means the notice of the Meeting to be sent to the Pan Am Shareholders, which notice will accompany the Circular;

“Pan Am” means Pan American Energy Corp., a company incorporated pursuant to the laws of British Columbia;

“Pan Am Common Shares” means the common shares of Pan Am;

“Pan Am Shareholders” means the holders of Pan Am Common Shares;

“Person” or **“person”** means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;

“Plan of Arrangement” means the plan of arrangement in substantially the form of the plan of arrangement which is attached as Schedule “A” hereto and any amendments or variations thereto made in accordance with this Agreement, the Plan of Arrangement or upon the direction of the Court in the Final Order with the consent of Pan Am;

“Registrar” means the means the person appointed as the Registrar of Companies under section 400 of the BCBCA;

“Transfer Agent” means Computershare Investor Services Inc. or such other trust company or transfer agent as may be designated by Pan Am;

“U.S. Securities Act” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder; and

“U.S. Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated from time to time thereunder.

1.2 Interpretation Not Affected by Headings

The division of this Agreement 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 of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement (including the Schedules and appendices hereto) as a whole and not to any particular article, section, paragraph or other portion hereof and include any agreement, document or instrument supplementary or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, all references herein to articles, sections, paragraphs and other portions are to articles, sections, paragraphs and other portions of this Agreement.

1.3 Construction

In this Agreement, unless something in the context is inconsistent therewith:

- (a) the words “include” or “including” when following any general term or statement are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting it to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (b) a reference to time or date is to the time or date in Vancouver, British Columbia, unless specifically indicated otherwise;
- (c) a word importing the masculine gender includes the feminine gender or neuter and a word importing the singular includes the plural and vice versa; and
- (d) a reference to “approval”, “authorization”, “consent”, “designation” or “notice” means written approval, authorization, consent, designation or notice unless specifically indicated otherwise.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder by either of the parties hereto 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 at such place, unless otherwise agreed to by the parties hereto.

1.5 Currency

All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.6 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

Schedule “A”	Plan of Arrangement
Appendix “A” to Schedule “A”	Arrangement Resolution

1.7 Entire Agreement

This Agreement, together with the Schedules, agreements and other documents herein or therein referred to, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements,

understandings, negotiations and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof.

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement

Pan Am and Legacy agree to effect the Arrangement pursuant to the provisions of Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions contained in this Agreement and on the terms set forth in the Plan of Arrangement.

2.2 Effective Date of Arrangement

The Arrangement shall become effective on the Effective Date and the steps to be carried out pursuant to the Plan of Arrangement will become effective commencing at the Effective Time immediately after one another in the sequence set out therein or as otherwise specified in the Plan of Arrangement.

2.3 Commitment to Effect Arrangement

Subject to the satisfaction of the terms and conditions contained in this Agreement, or the termination of this Agreement pursuant to Article 6, Pan Am and Legacy shall each use all reasonable efforts and do all things reasonably required to cause the Arrangement to become effective as soon as reasonably practicable and to cause the transactions contemplated by the Plan of Arrangement and this Agreement to be completed in accordance with their terms.

2.4 Interim and Final Order

Subject to the satisfaction of the terms and conditions contained in this Agreement, or the termination of this Agreement pursuant to Article 6, Pan Am covenants and agrees that it will, as soon as reasonably practicable, apply to the Court for the Interim Order, such application providing for, among other things, the calling and holding of the Meeting for the purpose of, among other matters, the Pan Am Shareholders considering and, if deemed advisable, approving the Arrangement Resolution, and that, if the approval by the Pan Am Shareholders of the Arrangement Resolution as set forth in the Interim Order is obtained by Pan Am, as soon as reasonably practicable thereafter Pan Am will take the necessary steps to submit the Arrangement to the Court and apply for the Final Order, requesting an order of the Court approving the transactions contemplated herein and the procedural and substantive fairness of the terms and conditions of the exchange, after notice and a hearing upon the fairness of such terms and conditions at which all Pan Am Shareholders have the right to appear.

2.5 Effective Date

Subject to the rights of termination contained in Article 6 hereof, upon Pan Am obtaining the Final Order and the other conditions contained in Article 5 hereof being complied with or waived, Pan Am shall file the Articles of Arrangement and Pan Am and Legacy shall

execute and deliver such other documents, if any, to the Registrar as may be required in order to effect the Arrangement.

2.6 U.S. Securities Law Matters

The parties agree that the Arrangement will be carried out with the intention that the Legacy Shares delivered upon completion of the Arrangement to the Pan Am Shareholders will be issued by Legacy in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act, 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 and the Court will hold a hearing approving the fairness of the terms and conditions of the Arrangement;
- (b) prior to the hearing required to approve the Arrangement, the Court will be advised as to the intention of the parties to rely on the exemption under Section 3(a)(10) of the U.S. Securities Act;
- (c) the Court will be required to satisfy itself as to the substantive and procedural fairness of the terms and conditions of the Arrangement to the Pan Am Shareholders subject to the Arrangement;
- (d) Pan Am will ensure that each Pan Am Shareholder entitled to receive Legacy 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;
- (e) the Pan Am Shareholders entitled to receive Legacy Shares on completion of the Arrangement will be advised that the Legacy Shares issued in the Arrangement have not been registered under the U.S. Securities Act and will be issued in reliance on the exemption under Section 3(a)(10) of the U.S. Securities Act;
- (f) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the terms and conditions of the Arrangement are approved by the Court as being fair, substantively and procedurally, to the Pan Am Shareholders;
- (g) the Interim Order approving the Meeting will specify that each Pan Am 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 such Pan Am Shareholder enters an appearance within a reasonable time and in accordance with the requirements of Section 3(a)(10) under the U.S. Securities Act; and
- (h) the Final Order shall include a statement substantially to the following effect:

- (i) “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 issuance of Legacy Shares pursuant to the Plan of Arrangement.”

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Pan Am

Pan Am hereby represents and warrants to Legacy as follows:

- (a) it is a corporation incorporated and subsisting under the laws of British Columbia and has full capacity and authority to enter into this Agreement and, subject to obtaining the requisite approvals and consents contemplated hereby, to perform its obligations hereunder;
- (b) it has taken all corporate action necessary to authorize the execution and delivery, and the performance of the provisions, of this Agreement and this Agreement has been duly authorized by it;
- (c) neither the execution and delivery of this Agreement nor the performance of any of its obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its articles and notice of articles; (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it; or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (d) no dissolution, winding-up, bankruptcy, liquidation or similar proceedings have been commenced or are pending or proposed in respect of it.

3.2 Representations and Warranties of Legacy

Legacy hereby represents and warrants to Pan Am as follows:

- (a) it is a corporation incorporated and subsisting under the laws of British Columbia and has full capacity and authority to enter into this Agreement and, subject to obtaining the requisite approvals and consents contemplated hereby, to perform its obligations hereunder;
- (b) it has taken all corporate action necessary to authorize the execution and delivery, and the performance of the provisions, of this Agreement and this Agreement has been duly authorized by it;
- (c) neither the execution and delivery of this Agreement nor the performance of any of its obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its articles and notice of articles; (ii) any judgment, decree, order, law, statute, rule or regulation applicable

to it; or (iii) any agreement or instrument to which it is a party or by which it is bound; and

- (d) no dissolution, winding-up, bankruptcy, liquidation or similar proceedings have been commenced or are pending or proposed in respect of it.

ARTICLE 4 COVENANTS

4.1 General Covenants

Each of Pan Am and Legacy will:

- (a) use all commercially reasonable efforts and do all things reasonably required of it to cause the Arrangement to become effective as soon as reasonably practicable or on such date as Pan Am may determine;
- (b) do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement including, without limitation, complying with the requirements for obtaining an exemption from the registration requirements of the U.S. Securities Act and the U.S. Exchange Act; and
- (c) cooperate with and assist each other in dealing with transitional matters relating to or arising from the Arrangement or this Agreement.

4.2 Covenants of Pan Am

Pan Am hereby covenants and agrees with Legacy as follows:

- (a) it shall in a timely and expeditious manner: (i) carry out the terms of the Interim Order; (ii) ensure that the Circular complies with National Instrument 51-102 – *Continuous Disclosure Obligations* and Form 51-102F5 thereunder and Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*; and provide Pan Am Shareholders with sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the Meeting; (iii) file the Circular in all jurisdictions where the same is required to be filed and mail the same as ordered by the Interim Order and in accordance with all applicable laws, and solicit proxies to be voted at the Meeting in favour of the Arrangement and related matters; (iv) conduct the Meeting in accordance with the Interim Order and the notice of articles of Pan Am, as applicable, and as otherwise required by applicable laws; and (v) use commercially reasonable efforts to obtain such other consents, orders, rulings, approvals and assurances as counsel may advise are necessary or desirable in connection with the completion of the Arrangement and as contemplated by this Agreement; and

- (b) it will use all reasonable efforts to cause each of the conditions precedent set out in sections 5.1 and 5.2 hereof to be complied with on or before the Effective Date.

4.3 Covenants of Legacy

Legacy hereby covenants and agrees with Pan Am as follows:

- (a) except as otherwise contemplated in this Agreement, until the Effective Date, it shall not merge into or with, or amalgamate or consolidate, or enter into any other corporate reorganization with, any other corporation or Person, perform any act or enter into any transaction or negotiation which reasonably could be expected to, directly or indirectly, interfere or be inconsistent with the completion of the Arrangement or the other transactions contemplated by this Agreement;
- (b) it shall perform the obligations required to be performed by it, and shall enter into all agreements required to be entered into by it, under this Agreement and the Plan of Arrangement and shall do all such other acts and things as may be necessary or desirable in order to carry out and give effect to the Arrangement and related transactions as described in the Circular and, without limiting the generality of the foregoing, to the extent requested by Pan Am, it shall seek and cooperate with Pan Am in seeking (i) the Interim Order and the Final Order; and (ii) such other consents, orders, rulings, approvals and assurances as counsel may advise are necessary or desirable in connection with the completion of the Arrangement; and
- (c) it will use all reasonable efforts to cause each of the conditions precedent set out in sections 5.1 and 5.2 hereof to be complied with on or before the Effective Date.

ARTICLE 5 CONDITIONS

5.1 Mutual Conditions Precedent

The respective obligation of the parties hereto to complete the transactions contemplated by this Agreement, including the Arrangement, the obligation of Pan Am to file the Articles of Arrangement and the obligation of each of Pan Am and Legacy to take such other action as is necessary or desirable to give effect to the Arrangement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) the Interim Order shall have been granted in form and substance satisfactory to Pan Am;
- (b) the Arrangement Resolution, with or without amendment, shall have been approved at the Meeting, in accordance with the Interim Order;
- (c) the Court shall have determined that the terms and conditions of the Arrangement are procedurally and substantively fair to the Pan Am Shareholders and the Final Order shall have been granted in form and substance satisfactory to Pan Am, and

shall not have been set aside or modified in a manner unacceptable to Pan Am, on appeal or otherwise;

- (d) the securities to be issued in the United States pursuant to the Arrangement shall be issued in accordance with and exempt from registration requirements under applicable exemptions from registration under the U.S. Securities Act;
- (e) all governmental, court, regulatory, third party and other approvals, consents, expiry of waiting periods, waivers, permits, exemptions, orders and agreements and all amendments and modifications to, and terminations of, agreements, indentures and arrangements considered by Pan Am to be necessary or desirable for the Arrangement to become effective shall have been obtained or received on terms that are satisfactory to Pan Am;
- (f) no action will have been instituted and be continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of, or damages on account of or relating to the Arrangement and there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and no cease trading or similar order with respect to any securities of any of the parties will have been issued and remain outstanding;
- (g) none of the consents, orders, rulings, approvals or assurances required for the implementation of the Arrangement will contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by Pan Am;
- (h) no law, regulation or policy will have been proposed, enacted, promulgated or applied that interferes or is inconsistent with the completion of the Arrangement; and
- (i) this Agreement shall not have been terminated pursuant to section 6.2 hereof, unless such condition is waived by either of the parties hereto.

5.2 Conditions and Obligations of Each Party

The obligation of each of Pan Am and Legacy to complete the transactions contemplated by this Agreement, including the Arrangement, is further subject to the condition, which may be waived by either of the parties hereto without prejudice to the right of such party hereto to rely on any other condition in favour of such party hereto, that each and every one of the covenants of the other party hereto to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been performed by such party hereto and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of the other party hereto shall be true and correct in all material respects on the Effective Date, with the same effect as if such representations and warranties had been made on the Effective Date.

5.3 Pan American Condition and Obligation

Pan Am will have completed the transfer of all mineral claims and related assets comprising the Green Energy Property, located in Cane Creek Anticline, Grand County, Utah, USA, to Legacy prior to the Effective Date.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Amendment

Subject to any restrictions under the BCBCA or in the Final Order, this Agreement (including the Schedule and Appendix attached hereto) may, at any time and from time to time before or after the holding of the Meeting, but not later than 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, the Pan Am 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;
- (b) waive any inaccuracies or modify any representation contained herein or in any document to be delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained or waive or modify performance of any of the obligations of the parties; or
- (d) make such alterations in this Agreement (including the Plan of Arrangement) as the parties may consider necessary or desirable in connection with the Interim Order or the Final Order.

6.2 Termination

This Agreement may, at any time before or after the holding of the Meeting but prior to the Effective Date, be unilaterally terminated by Pan Am without further notice to, or action on the part of, the Pan Am Shareholders for whatever reason Pan Am may consider appropriate. This Agreement will terminate without any further action by the parties if the Effective Date has not occurred on or before June 1, 2023 or such later date as Pan Am may determine.

6.3 Effect of Termination

Upon the termination of this Agreement pursuant to section 6.2 hereof, neither party hereto shall have any liability or further obligation to the other party hereto.

**ARTICLE 7
MERGER AND SURVIVAL**

7.1 Merger of Conditions

The conditions set out in sections 5.1 and 5.2 hereof shall be conclusively deemed to have been satisfied or waived upon the Effective Date.

7.2 Merger of Covenants

The provisions of sections 4.1, 4.2 and 4.3 hereof shall be conclusively deemed to have been satisfied in all respects upon the Effective Date.

7.3 Survival of Representations and Warranties

The representations and warranties of Pan Am and Legacy contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

**ARTICLE 8
GENERAL**

8.1 Notices

All notices to either of the parties hereto which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally, by facsimile or by electronic mail, in each case to the attention of the senior officer at the following address or at such other address as shall be specified by a party hereto by like notice:

if to Pan Am:

100 - 521 3rd Avenue SW
Calgary, Alberta
T2P 3T3

Attention: Jason Latkowcer
Email: [redacted – personal information]

with a copy to (which shall not constitute delivery):

DLA Piper (Canada) LLP
Suite 2800, Park Place
666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Deepak Gill
Email: [redacted – personal information]

if to Legacy:

100 - 521 3rd Avenue SW
Calgary, Alberta
T2P 3T3

Attention: Paul More
Email: [redacted – personal information]

Any notice that is delivered to such address shall be deemed to be delivered on the date of delivery if delivered on a Business Day prior to 5:00 p.m. (local time at the place of receipt) or on the next Business Day if delivered after 5:00 p.m. or on a non-Business Day. Any notice delivered by facsimile transmission or electronic mail shall be deemed to be delivered on the date of transmission if delivered on a Business Day prior to 5:00 p.m. (local time at the place of receipt) or on the next Business Day if delivered after 5:00 p.m. or on a non-Business Day.

8.2 Time of the Essence

Time shall be of the essence of this Agreement.

8.3 Assignment

Neither of the parties hereto may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other.

8.4 Binding Effect

This Agreement and the Plan of Arrangement shall be binding upon and shall enure to the benefit of each of the parties hereto and the respective successors and permitted assigns thereof.

8.5 Waiver

Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the party hereto granting such waiver or release.

8.6 Further Assurances

Each party hereto shall, from time to time, and at all times hereafter, at the request of the other, but without further consideration, do, or cause to be done, all such other acts, and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as may be reasonably required in order

to fully perform and carry out the terms and intent hereof including, without limitation, the Arrangement.

8.7 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia.

8.8 Counterparts

This Agreement may be executed in one or more counterparts, by original, facsimile or pdf signature, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

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

PAN AMERICAN ENERGY CORP.

By:

(signed) "*Jason Latkowcer*"

Name: Jason Latkowcer

Title: Chief Executive Officer

LEGACY LITHIUM CORP.

By:

(signed) "*Paul More*"

Name: Paul More

Title: President

SCHEDULE “A”
PLAN OF ARRANGEMENT
UNDER THE PROVISIONS OF DIVISION 5 OF PART 9
OF THE *BRITISH COLUMBIA 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 such terms shall have corresponding meanings:

“**Agreement**” means the arrangement agreement dated as of February 7, 2023, including the Schedules attached hereto, as may be supplemented or amended from time to time;

“**Arrangement**” means the arrangement under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in the Agreement and Plan of Arrangement, subject to any amendments or variations thereto made in accordance with this Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of Pan Am;

“**Arrangement Resolution**” means the special resolution of the Pan Am Shareholders to approve the Arrangement, the full text of which is attached as Appendix “A” hereto;

“**BCBCA**” means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as promulgated or amended from time to time;

“**Board of Directors**” means the duly appointed board of directors of the applicable company;

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the City of Vancouver, British Columbia;

“**Circular**” means the management information circular of Pan Am to be prepared and sent to the Pan Am Shareholders in connection with the Meeting, together with any amendments or supplements thereto;

“**Court**” means the Supreme Court of British Columbia;

“**Dissent Rights**” has the meaning set forth in Section 5.1 of the Plan of Arrangement;

“**Dissenting Shareholder**” means a registered Pan Am Shareholder who has duly exercised the Dissent Rights and is ultimately entitled to be paid for their Pan Am Common Shares;

“Dissent Shares” means Pan Am Common Shares held by Dissenting Shareholders;

“Distribution Record Date” means the effective date of the Arrangement Agreement;

“Effective Date” means the date agreed to by Pan Am and Legacy in writing as the effective date of the Arrangement after all of the conditions precedent to the completion of the Arrangement as set out in the Arrangement Agreement have been satisfied or waived, including that the Final Order has been granted by the Court;

“Effective Time” means 12:01 a.m. (Vancouver time) on the Effective Date or such other time on the Effective Date as agreed to in writing by Pan Am and Legacy;

“Final Order” means the final order to be obtained from the Court pursuant to section 291 of the BCBCA approving the Arrangement;

“Interim Order” means the interim order to be obtained from the Court containing declarations and directions with respect to the Arrangement and the holding of the Meeting, as such order may be affirmed, amended and modified;

“Legacy” means Legacy Lithium Corp., a company incorporated pursuant to the laws of British Columbia;

“Legacy Common Shares” means the common shares of Legacy;

“Legacy Plan” means the equity incentive plan of Legacy to be adopted and approved in connection with the Arrangement;

“Meeting” means the special meeting of Pan Am Shareholders to be held on April 11, 2023 and any adjournment(s) or postponement(s) thereof, to be called and held in accordance with the Interim Order to consider and to vote on the Arrangement Resolution and any other matters set out in the Notice of Meeting;

“Notice of Meeting” means the notice of the Meeting to be sent to the Pan Am Shareholders, which notice will accompany the Circular;

“Pan Am” means Pan American Energy Corp., a company incorporated pursuant to the laws of British Columbia;

“Pan Am Common Shares” means the common shares of Pan Am;

“Pan Am Shareholders” means the holders of Pan Am Common Shares as at the Distribution Record Date;

“Person” or **“person”** means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;

“Plan of Arrangement” means this plan of arrangement and any amendments or variations thereto made in accordance with this Agreement, the Plan of Arrangement or upon the direction of the Court in the Final Order with the consent of Pan Am;

“Registrar” means the means the person appointed as the Registrar of Companies under section 400 of the BCBCA;

“Tax Act” means the *Income Tax Act* (Canada) and the regulations made thereunder, as promulgated or amended from time to time;

“Transfer Agent” means Computershare Investor Services Inc. or such other trust company or transfer agent as may be designated by Pan Am; and

In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Sections and Headings

The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.

1.3 Number, Gender and Persons

In this Plan of Arrangement, unless otherwise expressly stated or the context otherwise requires, words importing the singular number shall include the plural and vice versa, and words importing gender shall include all genders.

1.4 Statutory References

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.

1.5 Currency

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

1.6 Business Day

In the event that the date on which any action is required to be taken hereunder by either 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.

1.7 Governing Law

This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

1.8 Binding Effect

This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on: Pan Am and all registered and beneficial Pan Am Shareholders and all Dissenting Shareholders. This Plan of Arrangement may be withdrawn prior to the occurrence of any of the events in Section 2.1 in accordance with the terms of the Arrangement Agreement.

ARTICLE 2 ARRANGEMENT

2.1 Arrangement

Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following sequence or as otherwise provided below or herein, without any further act or formality:

- (a) Each Pan Am Common Share in respect of which a Pan Am Shareholder has exercised Dissent Rights and for which the Pan Am Shareholder is ultimately entitled to be paid fair value (each a “**Dissent Share**”) shall be deemed to have been repurchased by Pan Am for cancellation in consideration for a debt-claim against Pan Am to be paid the fair value of such Dissent Share in accordance with Article 3 of this Plan of Arrangement, net of any applicable withholding tax, and such Dissent Share shall thereupon be cancelled.
- (b) Each Pan Am Shareholder (other than a Dissenting Shareholder) shall receive one-fifth of one Legacy Share for each Pan Am Common Share held at the Distribution Record Date, as a return of stated capital and reduction of paid-up capital for purposes of the Tax Act, and such Legacy Shares transferred to the then Pan Am Shareholders will be registered in the name of the Pan Am Shareholders and Pan Am will provide Legacy and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Legacy.

2.2 Arrangement Effectiveness

The Arrangement and this Plan of Arrangement shall become final and conclusively binding on Pan Am, the Pan Am Shareholders (including Dissenting Shareholders) and Legacy at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

2.3 U.S. Securities Law Matters

The Court is advised that the Arrangement will be carried out with the intention that all securities issued on completion of the Arrangement 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.

ARTICLE 3 CERTIFICATES AND FRACTIONAL SHARES

3.1 Delivery of Securities

As soon as practicable following the Effective Date, Legacy will forward or cause to be forwarded by the Transfer Agent or otherwise, by registered mail (postage prepaid) or hand delivery to Pan Am Shareholders as of the Effective Date at the address specified in the register of Pan Am Shareholders, certificates representing the number of Legacy Common Shares to be delivered to the Pan Am Shareholders under the Arrangement.

3.2 Withholding Rights

Pan Am, Legacy and the Transfer Agent shall be entitled to deduct and withhold from any amount otherwise payable to any Pan Am Shareholder such amounts as Pan Am or the Transfer Agent is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any applicable federal, provincial, state, local or foreign law or treaty, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Pan Am Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. Without limiting the generality of the foregoing, any Legacy Common Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance shall be paid to the person forthwith.

3.3 No Fractional Shares

No fractional Legacy Common Shares will be issued. In the event that a Pan Am Shareholder would otherwise be entitled to a fractional Legacy Common Share hereunder, the number of Legacy Common Shares issued to such Pan Am Shareholder shall, without any additional compensation, be rounded down to the next lesser whole number of Legacy Common Shares. In calculating such fractional interests, all Pan Am Common Shares registered in the name of or beneficially held by such Pan Am Shareholder or their nominee shall be aggregated.

3.4 Interim Period

Any Pan Am Common Shares acquired after the Distribution Record Date shall not carry any rights to receive Legacy Common Shares.

ARTICLE 4 AMENDMENTS

4.1 Right to Amend

Pan Am reserves the right to amend, modify or supplement (or do all of the foregoing) this Plan of Arrangement from time to time and at any time prior to the Effective Date provided that any such amendment, modification and/or supplement must be contained in a written document that is:

- (a) if made following the Interim Order, filed with the Court; and, if made following the Meeting, approved by the Court; and
- (b) communicated to Pan Am Shareholders in the manner required by the Court (if so required).

4.2 Amendment Before the Meeting

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

4.3 Amendment After the Meeting

Any amendment, modification or supplement to this Plan of Arrangement which is approved by the Court following the Meeting shall be effective only:

- (a) if it is consented to by Pan Am; and
- (b) if required by the Court or applicable law, it is consented to by the Pan Am Shareholders.

4.4 Amendment After the Effective Date

Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Pan Am, provided that it concerns a matter which, in the reasonable opinion of Pan Am, 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 interest of any holder of Pan Am Common Shares or Legacy Common Shares.

ARTICLE 5 RIGHTS OF DISSENT

5.1 Rights of Dissent

Pursuant to the Interim Order, registered holders of Pan Am Common Shares may exercise rights of dissent (the “**Dissent Rights**”) under section 238 of the BCBCA, as

modified by this Article 5, the Interim Order and the Final Order, with respect to Pan Am Common Shares in connection with the Arrangement, provided that the written notice setting forth the objection of such registered Pan Am Shareholders to the Arrangement and exercise of Dissent Rights must be received by Pan Am not later than 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days before the Meeting or any date to which the Meeting may be postponed or adjourned and provided further that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Dissent Shares, which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be determined immediately prior to the approval of the Arrangement Resolution, shall be deemed to have transferred their Dissent Shares to Pan Am as of the Effective Time in consideration for a debt claim against Pan Am to be paid the fair value of such Dissent Shares and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Pan Am Common Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Pan Am Common Shares.

5.2 Recognition of Dissenting Shareholders

In no circumstances shall Pan Am or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of those Pan Am Common Shares in respect of which such rights are sought to be exercised. From and after the Effective Date, neither Pan Am nor any other Person shall be required to recognize a Dissenting Shareholder as a shareholder of Pan Am and the names of the Dissenting Shareholders shall be deleted from the register of holders of Pan Am Common Shares previously maintained or caused to be maintained by Pan Am.

5.3 General Dissent Rights

For greater certainty, in addition to any other restrictions in the BCBCA, Pan Am Shareholders who vote in favour of the Arrangement Resolution shall not be entitled to exercise Dissent Rights.

ARTICLE 6 FURTHER ASSURANCES

6.1 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, Pan Am and Legacy 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.

ARTICLE 7 TERMINATION

7.1 Termination

Notwithstanding any prior approvals by the Court or by the Pan Am Shareholders, the Board of Directors of Pan Am may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution adopted at the Meeting without further approval of the Court or the Pan Am Shareholders.

APPENDIX "A"

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE PAN AM SHAREHOLDERS THAT:

1. The arrangement (the "**Arrangement**") under Division 5 of Part 9 of the *Business Corporations Act (British Columbia)* (the "**BCBCA**") involving Pan American Energy Corp., a corporation existing under the laws of British Columbia ("**Pan Am**"), its shareholders and Legacy Lithium Corp., a corporation existing under the laws of British Columbia ("**Legacy**"), all as more particularly described and set forth in the management information circular (the "**Circular**") of Pan Am dated [*] accompanying the notice of meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
2. The plan of arrangement (the "**Plan of Arrangement**"), implementing the Arrangement, the full text of which is appended to the Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
3. The arrangement agreement (the "**Arrangement Agreement**") between Pan Am and Legacy dated effective February 7, 2023 and all the transactions contemplated therein, the actions of the directors of Pan Am in approving the Arrangement and the actions of the directors and officers of Pan Am in executing and delivering the Arrangement Agreement and any amendments thereto are hereby ratified and approved.
4. Notwithstanding that this resolution has been passed (and the Arrangement approved) by the shareholders of Pan Am or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Pan Am are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Pan Am:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.
5. Any director or officer of Pan Am is hereby authorized and directed, for and on behalf of Pan Am to execute Articles of Arrangement to give effect to the Plan of Arrangement and to deliver such other documents as are necessary or desirable under the BCBCA in accordance with the Articles of Arrangement.

6. Any director or officer of Pan Am is hereby authorized and directed, for and on behalf and in the name of Pan Am, to execute and deliver, whether under the corporate seal of Pan Am or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement, the Articles of Arrangement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:
 - (a) all actions required to be taken by or on behalf of Pan Am, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Pan Am;

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.