RITCHIE BROS AUCTIONEERS INC
Form 6-K
May 02, 2006

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

Form 6-K
REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13A-16 OR 15D-16 UNDER
THE SECURITIES EXCHANGE ACT OF 1934
For the quarter ended March 31, 2006

Commission File Number: 001-13425
Ritchie Bros. Auctioneers Incorporated
6500 River Road
Richmond, BC, Canada
V6X 4G5
(604) 273 7564
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F

Form 20-F o Form 40-F þ

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): o

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): o

Indicate by check mark whether by furnishing information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934

Yes o No þ

If Yes is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82-__________

PART 1. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

The accompanying unaudited consolidated financial statements do not include all information and footnotes required by Canadian or United States generally accepted accounting principles for a complete set of annual financial statements. However, in the opinion of management, all adjustments (which consist only of normal recurring adjustments) necessary for a fair presentation of the results of operations for the relevant periods have been made. Results for the interim periods are not necessarily indicative of the results to be expected for the year or any other period. These financial statements should be read in conjunction with the summary of accounting policies and the notes to the consolidated financial statements included in the Company s Annual Report on Form 40-F for the fiscal year ended December 31, 2005, a copy of which has been filed with the U.S. Securities and Exchange Commission. These policies have been applied on a consistent basis.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Ritchie Bros. Auctioneers Incorporated
(Registrant)

Date: May 1, 2006

By: */s/ Robert S. Armstrong*
Robert S. Armstrong,
Corporate Secretary

RITCHIE BROS. AUCTIONEERS INCORPORATED
Consolidated Statements of Operations and Retained Earnings

(Expressed in thousands of United States dollars, except per share amounts)
(Unaudited)

	Three months ended March 31,	
	2006	2005
Auction revenues	$ 55,973	$ 48,578
Direct expenses	6,426	5,484
	49,547	43,094
Expenses:		
Depreciation and amortization	3,254	3,399
General and administrative	26,153	22,556
	29,407	25,955
Earnings from operations	20,140	17,139
Other income (expense):		
Interest expense	(285)	(679)
Gain on disposition of capital assets	96	5,448
Other	289	198
	100	4,967
Earnings before income taxes	20,240	22,106
Income tax expense:		
Current	6,612	8,345
Future	430	86
	7,042	8,431
Net Earnings	$ 13,198	$ 13,675
Net earnings per share (in accordance with Canadian and United States GAAP) (note 5):		
Basic	$ 0.38	$ 0.40
Diluted	$ 0.38	$ 0.40

Retained earnings, beginning of period	$ 217,080	$ 183,438
Net earnings	13,198	13,675
Cash dividends paid	(6,199)	(3,771)
Retained earnings, end of period	$ 224,079	$ 193,342

See accompanying notes to consolidated financial statements.

RITCHIE BROS. AUCTIONEERS INCORPORATED
Consolidated Balance Sheets

Expressed in thousands of United States dollars)

	March 31, 2006	December 31, 2005
	(unaudited)	
Assets		
Current assets:		
Cash and cash equivalents	$ 201,920	$ 169,249
Accounts receivable	103,181	25,447
Inventory	20,512	9,991
Advances against auction contracts	3,540	255
Prepaid expenses and deposits	3,729	2,726
Other assets	1,121	1,188
Future income tax asset	357	601
	334,360	209,457
Capital assets (note 3)	258,878	250,645
Other assets	1,422	1,537
Goodwill	39,319	38,397
Future income tax asset	849	860
	$ 634,828	$ 500,896
Liabilities and Shareholders Equity		
Current liabilities:		
Auction proceeds payable	$ 194,812	$ 62,392
Accounts payable and accrued liabilities	46,448	50,969
Income taxes payable	6,768	11,308
Short-term debt	717	
Current portion of long-term debt (note 4)	215	220
Future income tax liability	573	460
	249,533	125,349
Long-term debt (note 4)	43,200	43,322
Other liabilities		516
Future income tax liability	6,793	6,526

	299,526	175,713
Shareholders equity:		
Share capital (note 5)	82,213	79,844
Additional paid-in capital	9,157	8,929
Retained earnings	224,079	217,080
Foreign currency translation adjustment	19,853	19,330
	335,302	325,183
	$ 634,828	$ 500,896

Commitments and contingencies (note 6)
See accompanying notes to consolidated financial statements.

RITCHIE BROS. AUCTIONEERS INCORPORATED
Consolidated Statements of Shareholders Equity

(Expressed in thousands of United States dollars)
(Unaudited)

	Share Capital	Additional Paid-In Capital	Retained Earnings	Foreign Currency Translation Adjustment	Total Shareholders Equity
Balance, December 31, 2005	$ 79,844	$ 8,929	$ 217,080	$ 19,330	$ 325,183
Exercise of stock options	2,369	(340)			2,029
Stock compensation tax adjustment		99			99
Stock compensation expense		469			469
Net earnings			13,198		13,198
Cash dividends paid			(6,199)		(6,199)
Foreign currency translation adjustment				523	523
Balance, March 31, 2006	$ 82,213	$ 9,157	$ 224,079	$ 19,853	$ 335,302

See accompanying notes to consolidated financial statements.

RITCHIE BROS. AUCTIONEERS INCORPORATED
Consolidated Statements of Cash Flows

(Expressed in thousands of United States dollars)
(Unaudited)

	Three months ended March 31, 2006	2005
Cash provided by (used in):		
Operating activities:		
Net earnings	$ 13,198	$ 13,675
Items not involving cash:		
Depreciation and amortization	3,254	3,399
Stock compensation expense	469	418
Future income taxes	430	86
Net gain on disposition of capital assets	(96)	(5,448)
Changes in non-cash working capital:		
Accounts receivable	(77,734)	(89,051)
Inventory	(10,521)	4,551
Advances against auction contracts	(3,285)	(2,504)
Prepaid expenses and deposits	(983)	(1,007)
Income taxes payable	(4,540)	5,213
Auction proceeds payable	132,420	128,954
Accounts payable and accrued liabilities	(5,037)	(8,656)
Other	101	1,296
	47,676	50,926
Investing activities:		
Acquisition of business	(2,100)	
Capital asset additions	(10,849)	(4,311)
Proceeds on disposition of capital assets	621	6,537
Decrease (increase) in other assets	162	(192)
	(12,166)	2,034
Financing activities:		
Issuance of share capital	2,029	1,280
Dividends on common shares	(6,199)	(3,771)
Issuance of short-term debt	717	
Repayment of long-term debt	(56)	(1,059)
Increase in other liabilities		23
Increase in funds committed for debt repayment		(492)
Other	99	126
	(3,410)	(3,893)
Effect of changes in foreign currency rates on cash and cash equivalents	571	(1,683)

Increase in cash and cash equivalents	32,671	47,384
Cash and cash equivalents, beginning of period	169,249	132,632
Cash and cash equivalents, end of period	$ 201,920	$ 180,016
Supplemental information:		
Interest paid	$ 364	$ 622
Income taxes paid	$ 10,972	$ 2,751

See accompanying notes to consolidated financial statements.

RITCHIE BROS. AUCTIONEERS INCORPORATED
Notes to Consolidated Financial Statements
Three months ended March 31, 2006 and 2005
(Tabular dollar amounts expressed in thousands of United States dollars, except share and per share amounts)
(Information as at March 31, 2006 and for the three-month periods ended March 31, 2006 and 2005 is unaudited)

1. Significant accounting policies:

(a) Basis of presentation:

These unaudited consolidated financial statements present the financial position, results of operations, changes in shareholders equity and cash flows of Ritchie Bros. Auctioneers Incorporated (the Company) and its subsidiaries. All significant intercompany balances and transactions have been eliminated.

These consolidated financial statements have been prepared in accordance with Canadian generally accepted accounting principles (GAAP) applicable to interim financial information and are based on accounting principles and practices consistent with those used in the preparation of the annual consolidated financial statements. These consolidated financial statements are not materially different from those that would be presented in accordance with United States GAAP (see note 7). The interim consolidated financial statements should be read in conjunction with the December 31, 2005 audited consolidated financial statements.

(b) Revenue recognition:

Auction revenues are comprised mostly of auction commissions, which are earned by the Company acting as an agent for consignors of equipment, but also include net profits on the sale of inventory, incidental interest income, internet and proxy purchase fees, and handling fees on the sale of certain lots. All revenue is recognized when the auction sale is complete and the Company has determined that the auction proceeds are collectible.

Auction commissions represent the percentage earned by the Company on the gross proceeds from equipment sold at auction. The majority of auction commissions is earned as a pre-negotiated fixed rate of the gross selling price. Other commissions are earned when the Company guarantees a certain level of proceeds to a consignor. This type of commission includes a pre-negotiated percentage of the guaranteed gross proceeds plus a percentage of proceeds in excess of the guaranteed amount. If actual auction proceeds are less than the guaranteed amount, commission is reduced; if proceeds are sufficiently lower, the Company can incur a loss on the sale. Losses, if any, resulting from guarantee contracts are recorded in the period in which the relevant auction is completed. If a loss relating to a guarantee contract to be sold after a period end is known at the financial statement reporting date, the loss is accrued in the financial statements for that period. The Company s exposure from these guarantee contracts fluctuates over time (see note 6).

RITCHIE BROS. AUCTIONEERS INCORPORATED
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1. Significant accounting policies (continued):

(b) Revenue recognition (continued):

Auction revenues also include net profit on the sale of inventory items. In some cases, incidental to its regular commission business, the Company temporarily acquires title to items for a short time prior to a particular auction sale. The auction revenue recorded is the net gain or loss on the sale of the items.

(c) Comparative figures:

Certain comparative figures have been reclassified to conform with the presentation adopted in the current period.

2. Seasonality of operations:

The Company s operations are both seasonal and event driven. Auction revenues tend to be highest during the second and fourth calendar quarters. The Company generally conducts more auctions during these quarters than during the first and third calendar quarters. Mid-December through mid-February and July through August are traditionally less active periods.

In addition, the Company s revenue is dependent upon the timing of such events as fleet upgrades and realignments, contractor retirements, and the completion of major projects, among other things. These events are not predictable and are usually unrelated to fiscal quarters, making quarter-to-quarter comparability difficult.

RITCHIE BROS. AUCTIONEERS INCORPORATED
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3. Capital assets:

March 31, 2006	Cost	Accumulated depreciation	Net book value
Buildings	$ 125,736	$ 22,355	$ 103,381
Land and improvements	123,855	5,022	118,833
Land and buildings under development	11,279		11,279
Automotive equipment	13,235	4,642	8,593
Yard equipment	11,472	5,673	5,799
Office equipment	6,996	4,354	2,642
Computer equipment	5,738	3,854	1,884
Computer software	15,441	10,944	4,497
Leasehold improvements	3,552	1,582	1,970
	$ 317,304	$ 58,426	$ 258,878

December 31, 2005	Cost	Accumulated depreciation	Net book value
Buildings	$ 120,010	$ 21,184	$ 98,826
Land and improvements	114,493	4,566	109,927
Land and buildings under development	20,374		20,374
Automotive equipment	12,449	4,490	7,959
Yard equipment	10,334	5,440	4,894
Office equipment	6,604	4,226	2,378
Computer equipment	5,731	3,658	2,073
Computer software	12,977	10,850	2,127
Leasehold improvements	3,521	1,434	2,087
	$ 306,493	$ 55,848	$ 250,645

During the three months ended March 31, 2006, the Company capitalized interest of $364,000 (three months ended March 31, 2005 $26,000) to the cost of land and buildings under development.

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4. Long-term debt:

	March 31, 2006	December 31, 2005
Term loan, unsecured, bearing interest at 5.61%, due in quarterly installments of interest only, with the full amount of the principal due in 2011.	$ 30,000	$ 30,000
Term loan, denominated in Canadian dollars, secured by a general security agreement, bearing interest at 4.429%, due in monthly installments of interest only, with the full amount of the principal due in 2010.	12,842	12,900
Term loan, denominated in Australian dollars, secured by deeds of trust on specific property, bearing interest between the prime rate and 6.5%, due in quarterly installments of AUD75,000, plus interest, with final payment occurring in 2008.	573	642
	43,415	43,542
Current portion	(215)	(220)
Non-current portion	$ 43,200	$ 43,322

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5. Share capital:

(a) Shares issued:

Common shares issued and outstanding are as follows:

Issued and outstanding, December 31, 2005	34,423,900
Issued for cash, pursuant to stock options exercised	91,700
Issued and outstanding, March 31, 2006	34,515,600

(b) Stock option plan:

Stock option activity for the three months ended March 31, 2006 is as follows:

	Common Shares Under Option	Weighted Average Exercise Price
Outstanding, December 31, 2005	847,598	$ 21.90
Granted	205,950	44.09
Exercised	(91,700)	22.14
Outstanding, March 31, 2006	961,848	$ 26.63
Exercisable, March 31, 2006	739,898	$ 21.59

The options outstanding at March 31, 2006 expire on dates ranging to January 24, 2016.

The following is a summary of stock options outstanding and exercisable at March 31, 2006:

	Options Outstanding			Options Exercisable	
Range of Exercise Prices	Number Outstanding	Weighted Average Remaining Life (years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price

$11.675	$13.050	151,700	5.4	$ 12.43	147,700	$ 12.44
$13.344	$15.525	212,998	6.0	14.98	212,998	14.98
$26.460	$32.410	379,200	8.3	28.86	379,200	28.86
$42.690	$44.090	217,950	9.8	44.01		
		961,848			739,898	

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5. Share capital (continued):

(c) Stock-based compensation:

The Company uses the fair value based method to account for employee stock-based compensation awards. During the three-month period ended March 31, 2006, the Company recognized compensation cost of $469,000 (2005 $418,000) in respect of options granted in 2006 and 2005 under its stock option plan.

For the purposes described above, the fair value of the stock option grants was estimated on the date of the grant using the Black-Scholes option pricing model with the following assumptions:

	2006	2005
Risk free interest rate	4.3%	3.7%
Dividend yield	1.63%	1.39%
Expected lives	5 years	5 years
Volatility	21.0%	20.0%

The weighted average grant date fair value of options granted during the period ended March 31, 2006 was $9.86 per option (2005 $6.83). The fair value method requires that this amount be amortized over the relevant vesting periods of the underlying options.

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5. Share capital (continued):

(d) Net earnin

Paul J. Galaspie: Chief Information Officer	$ 203,739	$ 78,743	$ 282,482	$ 323,214	87%

Employment Agreements

Origen and Origen Financial, L.L.C. have entered into employment and/or consulting agreements with each of the named executive officers, as described below.

Ronald A. Klein, Chief Executive Officer

On July 14, 2006, Origen and Origen Financial, L.L.C entered into an employment agreement with Ronald A. Klein, Origen s Chief Executive Officer. Due to changes in Origen s business and operations, in April 2009, the 2006 employment agreement was terminated and Origen and Mr. Klein entered into a new employment agreement. The new employment agreement is described in more detail below.

2006 Klein Employment Agreement

Mr. Klein s 2006 employment agreement was for an initial three-year term ending July 14, 2009 and was automatically renewed for a one-year term ending July 14, 2010 because neither party timely terminated the agreement. The employment agreement provided for an annual base salary of $495,000 in the first year, $520,000 in the second year, $545,000 in the third year and a 5.00% annual increase to $572,250 for the initial automatic renewal year. For each successive year of automatic renewal beyond the initial three-year term, Mr. Klein s base salary would increase by 5% during each successive one-year term. In addition to his base salary, Mr. Klein would be entitled to annual incentive compensation of up to 100% of his then current base salary if he satisfies certain individual and company performance criteria established from time to time by Origen s Board of Directors.

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In connection with the execution of the employment agreement on July 14, 2006, Origen issued Mr. Klein 175,000 restricted shares of its common stock. The shares were to vest in five equal annual installments of 35,000 shares on each of May 15, 2007, 2008, 2009, 2010 and 2011, however, due to the occurrence of a change of control event in July 2008, all unvested shares were accelerated to vest on that date.

Under the employment agreement, Mr. Klein would be entitled to a severance payment equal to (a) two years salary and target bonus if the employment agreement is terminated by Origen without cause or by Mr. Klein for good reason, or if Mr. Klein dies or becomes disabled, or (b) one year s salary if Origen does not renew the term of the contract at the end of its initial term or any subsequent renewal term.

Upon a change in control of Origen, Mr. Klein would be entitled to a change in control payment equal to 2.99 times the sum of (a) his then current base salary, and (b) fifty percent of his then-current target bonus. The change in control payment would be payable if (i) Mr. Klein was still employed by Origen on the first anniversary of the change in control, (ii) during such one-year period Mr. Klein s employment was terminated without cause by Origen, Mr. Klein resigned with good reason (as defined below) or Mr. Klein dies or became disabled, or (iii) Origen terminated Mr. Klein s employment in anticipation of a change in control during a specified period before the closing of the change in control transaction. If, in addition to the change in control payment under the employment agreement, Mr. Klein was entitled to a payment from Origen upon a change in control or similar event under any other plan or agreement, Origen would be obligated to pay only the greater of the change in control payment described in the employment agreement and such other plan or agreement.

For purposes of Mr. Klein s employment agreement, a change in control included the following: (i) an event or series of events by which any person together with all affiliates and associates of such person, shall become the beneficial owner, directly or indirectly, of more than 50% of the combined voting power of Origen s then outstanding securities having the right to vote in an election of the Board of Directors, other than as a result of an acquisition of securities directly from Origen, (ii) (1) any consolidation or merger of Origen in which the stockholders of Origen immediately prior to the consolidation or merger would not, immediately after the consolidation or merger, beneficially own, directly or indirectly, shares representing in the aggregate more than 50% of the voting shares of the corporation issuing cash or securities in the consolidation or merger or (2) any sale, lease, exchange or other transfer to an unrelated party, in one transaction or a series of transactions contemplated or arranged by any party as a single plan, of all or substantially all of Origen s assets; (iii) the approval of Origen s stockholders of any plan or proposal for the liquidation or dissolution of Origen; or (iv) where the persons who, as of the employment agreement date, constitute Origen s Board of Directors (the incumbent directors) cease for any reason, including, without limitation, as a result of a tender offer, proxy contest, merger or similar transaction, to constitute at least a majority of the Board of Directors. The change of control provision was triggered as a result of the adoption by Origen s shareholders on June 25, 2008 of the Asset Disposition and Management Plan.

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2009 Klein Employment Agreement

In response to the dramatic change in the Company s business model as a result of the implementation of the shareholder-approved Asset Disposition and Management Plan, Mr. Klein s employment agreement was renegotiated effective April 4, 2009 for a term of twenty-four months. Under the terms of the new agreement, Mr. Klein will serve on less than a full-time basis but he is required to devote his best efforts and sufficient time and attention to Origen s business as is necessary to adequately and professionally discharge his duties and responsibilities under the agreement. In recognition of Mr. Klein s performance as Chief Executive Officer in preserving Origen s assets during the difficult 2008 economic environment, Mr. Klein will receive a bonus of $250,000 payable on October 5, 2009. Neither the termination of the 2006 agreement nor the termination of the 2009 agreement affect the payment of the change of control payment of $2.33 million due to Mr. Klein on July 1, 2009, which the Company is obligated to pay under the terms of the 2006 agreement.

As compensation for services to be performed under the new agreement and to satisfy payments required by the 2006 agreement, the Company will pay Mr. Klein $115,833 monthly over the initial twelve months of the new agreement. For the remaining term of the new agreement, Mr. Klein will receive $25,000 monthly. The new agreement may be extended by sixty days written notice from the Company for up to three additional twelve month periods for monthly compensation of $25,000, $30,000 and $35,000, respectively.

Mr. Klein will retain the title of Chief Executive Officer and will continue to serve on the Board of Directors. The services and duties required of Mr. Klein under the new agreement, while not a regimented program without flexibility, include general oversight of all Company activities, direct oversight of the Company s Chief Financial Officer and specific functional activities relating to administration and portfolio management as detailed in appendices to the new agreement.

The new agreement may be terminated by either the Company or Mr. Klein at any time (1) for any reason whatsoever or for no reason upon not less than sixty days written notice, (2) by Company at any time for cause without prior notice, and (3) upon Mr. Klein s death or disability.

If during the initial one-year term of the agreement Origen terminates Mr. Klein s employment for any reason or for no reason or if Mr. Klein dies or becomes disabled, Origen will pay Mr. Klein an amount equal to the product of $90,933 multiplied by the number of full months remaining in the initial one-year term of the agreement. If Mr. Klein terminates his employment or if Origen terminates the agreement after the initial one-year term, Mr. Klein will be entitled only to unpaid compensation earned for the period up to and including the effective date of the termination of the agreement However, termination of the new agreement during the initial twelve months by any party for any reason or no reason at all will not excuse the company from the obligation to pay Mr. Klein remaining unpaid amounts relating to the satisfaction of the 2006 agreement, including the change of control payment and 2008 bonus. Origen will also pay Mr. Klein s COBRA premiums for health insurance benefits for a period of one year if Origen terminates his employment agreement or chooses not to renew it at the end of the initial term.

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If any severance payments or change in control payments to Mr. Klein under the agreement collectively constitute a parachute payment under Section 280G(b)(2) of the Internal Revenue Code, thereby requiring the payment of excise taxes, then Origen would gross up such payments to cover all applicable excise taxes.

The non-competition provision of the new agreement generally would preclude Mr. Klein from engaging, directly or indirectly, in the United States or Canada in the management of manufactured housing finance assets in a manner that is competitive with and adverse to the business of Origen during the term of his employment with Origen and for a period of twelve months following the period he is employed by Origen, subject to certain conditions and exceptions. Mr. Klein would also be prohibited from soliciting the employment of any of Origen s other employees and diverting any business from Origen for a period of up to one year after termination of the employment agreement.

Success Fee Letter Agreement

On the same date that Origen and Mr. Klein entered into his new employment agreement, they entered into a letter agreement under which he and other senior employees of, or consultants to, Origen designated by Mr. Klein may be paid certain success fees upon the successful consummation of certain transactions by Origen for the purpose of preserving the value of Origen s assets. The aggregate success fee payable with respect to any qualifying transaction will be equal to 1% of the face value of that transaction, provided that success fees paid in respect of change of control transactions will be reduced by 50% of all aggregate success fees paid with respect to previous qualifying transactions, and provided further that the success fee payable with respect to any qualifying transaction will be not less than $200,000. To qualify for the payment of success fees, a transaction or series or combination of related transactions must close during the term of or within six months of the termination of Mr. Klein s 2009 employment agreement (subject to extension for items such as satisfying customary closing conditions and obtaining shareholder approval), must be approved by and designated as a qualifying transaction by Origen s board of directors and must be consequential and increase or preserve value for Origen s shareholders. All success fees earned under the agreement, other than for a change of control transaction, will be paid 50% at closing of the transaction and the remaining 50% on or before March 14 of the year following the closing of the transaction. Success fees earned in connection with a change of control transaction shall be paid at closing of the transaction. The following table describes the types of transactions that may qualify for the payment of success fees and the method for determining the value of those transactions on which the success fee is based.

Qualifying Transaction	Transaction Value
Refinancing of any significant obligation of Origen secured by its assets	Amount of the loan or refinancing made available to Origen in the transaction
The management and exercise of contractual call options, and other contractual obligations and opportunities, related to Origen s securitized bonds;	The face amount of the bonds involved in the transaction
The purchase of securities or other assets	The amount of cash, notes, securities and

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Qualifying Transaction	Transaction Value
	other property paid in the transaction, including, if applicable, the amount of any debt assumed by Origen in the transaction
The sale of any significant group of Origen s assets, including loans, or interests in loans	The amount of cash, securities and other property paid to Origen or its shareholders in the transaction
The replacement or modification of any guarantee, enhancement or swap/hedge contract covering any of Origen s assets or underlying obligations which enhances or preserves expected cash flows or value for Origen	An amount approved by Origen s board of directors, in good faith, at the time of its authorization of the transaction
The formation of a joint venture, a minority investment or partnership, or any similar transaction; and	An amount approved by Origen s board of directors, in good faith, at the time of its authorization of the transaction
The change of control of Origen, whether by merger, sale or exchange of a controlling share of Origen s outstanding voting securities, sale of substantially all of its assets, plan of exchange or consolidation	The amount of cash, securities and other property paid to Origen or its shareholders in the transaction

W. Anderson Geater, Jr., Chief Financial Officer, J. Peter Scherer, President and Chief Operating Officer and Mark Landschulz, Executive Vice President of Portfolio Management

On December 28, 2006, Origen and its primary operating subsidiary Origen Financial L.L.C. entered into employment agreements with each of W. Anderson Geater, Jr., Origen s Chief Financial Officer; J. Peter Scherer, Origen s President Chief Operating Officer; and Mark Landschulz, Origen s Executive Vice President of Portfolio Management (collectively, the Executives , individually, the Executive). The effective date of each employment agreement was October 8, 2006, which was the date the previous employment agreement of each executive expired. Due to changes in Origen s business and operations, in April 2009, the 2006 employment agreements were terminated and Origen and each of Messrs. Geater, and Landschulz entered into a new or consulting employment agreement and Mr. Scherer entered into a letter agreement regarding the termination of his employment. The new agreements are described in more detail below.

2006 Employment Agreements

Each executive s 2006 employment agreement was for an initial three-year term ending October 8, 2009 and was automatically renewable for successive one-year terms

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thereafter unless either party timely terminated the agreement. Mr. Geater s 2006 employment agreement provided for an annual base salary of $262,500 in the first year, $275,000 in the second year, and $300,000 in the third year. Each of Mr. Scherer s and Mr. Landschulz s 2006 employment agreement provided for an annual base salary of $250,000 in the first year, $275,000 in the second year, and $300,000 in the third year. If an Executive s employment agreement was automatically renewed beyond the initial three-year term, his base salary would increase by 5% during each successive one-year term. In addition to his base salary, each Executive was entitled to annual incentive compensation of up to 100% of his then-current base salary if he satisfied certain individual and company performance criteria established from time to time by Origen s Board of Directors.

In connection with the execution of the 2006 Employment Agreements on October 8, 2006, Origen issued Mr. Geater 30,000 restricted shares of common stock and issued each of Mr. Scherer and Mr. Landschulz 25,000 restricted shares of common stock. Each executive s shares vest in five equal annual installments of 6,000 shares (in Mr. Geater s case) or 5,000 shares (in Mr. Scherer s and Mr. Landschulz s cases) on each of October 8, 2007, 2008, 2009, 2010 and 2011.

Under their respective 2006 employment agreements, each of the Executives would be entitled to the following severance compensation: (A) if the employment agreement was terminated by Origen without cause or by the Executive for good reason, (i) Origen would pay the Executive an amount equal to his then-current base salary, (ii) Origen would continue to provide health care coverage and other benefits for which the executive continued to be eligible under Origen s benefits plans for the applicable severance period (as defined below), provided that Origen s obligation to provide the benefits described in this clause (ii) would terminate to the extent that a subsequent employer provided similar coverage, and (iii) the vesting of all of the executive s unvested options and shares of restricted stock would be accelerated; (B) if the executive died or became disabled, (i) Origen would pay the executive an amount equal to his then-current base salary, (ii) Origen would continue to provide health care coverage and other benefits for the same period and on the same terms as described in clause (A)(ii) above, and (iii) the vesting of all of the executive s unvested options and shares of restricted stock would be accelerated; and (C) if the executive s employment was terminated because Origen did not renew the term of the employment agreement at the end of its initial term or any subsequent renewal term, (i) Origen would pay the executive an amount equal to his then-current base salary, and (ii) the vesting of all of the executive s unvested options and shares of restricted stock would be accelerated.

The severance period meant 24 months with respect to Mr. Geater and 18 months with respect to each of Mr. Scherer and Mr. Landschulz.

If payable, the severance payment would be in addition to any non-compete payment or change of control payment to which the executive would be entitled. The non-compete payment was a specified amount of $849,615 for Mr. Geater and $560,000 each for Mr. Landschulz and Mr. Scherer. The change of control payments for each of Mr. Geater, Mr. Landschulz and Mr. Scherer were based on annual salary plus 50% of the target bonus multiplied times two.

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2009 Agreements

In response to the dramatic change in the Company s business model as a result of the implementation of the shareholder-approved Asset Disposition and Management Plan, each of the 2006 employment agreements for Mr. Geater, Mr. Scherer and Mr. Landschulz have been terminated.

Effective April 4, 2009, Mr. Geater s 2006 employment agreement was terminated and he and Origen entered into a new employment agreement under which he will continue to serve as Chief Financial Officer. The term of Mr. Geater s new employment agreement ends March 31, 2011. Mr. Geater will receive payments accrued and owing under the 2006 employment agreement (including a change of control payment of $825,000 due to him on July 1, 2009) and will be compensated for services going forward pursuant to the terms of the 2009 agreement. Mr. Geater s salary was reduced from $300,000 to $275,000 annually through the term of the new agreement. An annual incentive bonus of $235,000 will be paid in each of years 2010 and 2011. Mr. Geater is eligible for the payment of a stay bonus on March 31, 2011 of $555,000, unless he terminates the agreement without good reason (as defined below) or is terminated for cause (as defined below). In recognition of his performance in preserving Origen s assets during the difficult 2008 economic climate Mr. Geater received a bonus of $150,000 upon execution of the new agreement.
If Origen terminates the agreement without cause, if Mr. Geater terminates the agreement for good reason or if Mr. Geater dies or becomes disabled during the term of the agreement, Origen shall pay Mr. Geater or his estate all remaining salary, bonus and stay bonus payments payable under the agreement when such payments become due under the terms of the agreement. In addition, Origen shall during the remainder of the term of the agreement pay Mr. Geater s COBRA life insurance premiums and continue to provide him with such other employee benefits for which he continues to qualify.
For purposes of Mr. Geater s new agreement, cause means: (i) a material breach of any provision of the employment agreement by the executive (after opportunity to cure for 20 days upon receipt of notice of breach), (ii) his failure or refusal, in any material manner, to perform all lawful services required of him pursuant to his agreement (after opportunity to cure for 20 days upon receipt of notice of breach), (iii) his commission of fraud, embezzlement or theft, or a crime constituting moral turpitude that renders his continued employment harmful to Origen, (iv) his misappropriation of company assets or property, including, without limitation, obtaining reimbursement through fraudulent vouchers or expense reports, or (v) his conviction or the entry of a plea of guilty or no contest by him with respect to any felony or other crime that adversely affects Origen s reputation or business.
For purposes of Mr. Geater s new agreement, good reason means: (i) a substantial adverse change in the nature and scope of Mr. Geater s duties and authority, (ii) a substantial involuntary reduction in Mr. Geater s base salary, or (iii) the relocation of

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Mr. Geater s principal place of employment further than 60 miles from his current principal place of employment. Under his new employment agreement, Mr. Geater is subject to non-competition and non-solicitation provisions on substantially the same terms as those applicable to Mr. Klein described above. In addition, if any severance payments to Mr. Geater under his new employment agreement collectively constitute a parachute payment under Section 280G(b)(2) of the Internal Revenue Code, thereby requiring the payment of excise taxes, then Origen would gross up such payments to cover all applicable excise taxes.

Effective April 4, 2009, Mr. Landschulz s 2006 employment agreement was terminated and he and Origen entered into a new consulting agreement under which he will provide consulting services primarily related to the management of Origen s securitized loan portfolio. The consulting agreement is for an initial term ending March 31, 2011, and may be extended at Origen s option for three successive one-year terms. Under the terms of the consulting agreement, Mr. Landschulz will receive payments accrued and owing under the provisions of the 2006 employment agreement (including a change of control payment of $825,000 due to him on July 1, 2009) and will be compensated for services going forward. As compensation for services to be performed under the consulting agreement and to satisfy payments required by the 2006 employment agreement, Mr. Landschulz will receive $25,000 monthly over the initial one-year term of the consulting agreement. The consulting agreement may be extended by sixty days written notice from the Company for up to three additional twelve month periods for monthly compensation of $15,000, $20,000 and $25,000, respectively. Mr. Landschulz is eligible for the payment of a stay bonus on March 31, 2011 of $365,000, unless he terminates the agreement without good reason or is terminated for cause. In recognition of his performance in preserving Origen s assets during the difficult 2008 economic climate Origen will pay Mr. Landschulz a bonus of $150,000, payable n October 5, 2009.

If Origen terminates the consulting agreement with or without cause during the initial term, Origen shall pay Mr. Landschulz or his estate a monthly payment of $15,000 during the remainder of the initial term and the $365,000 stay bonus described above.

Under his new consulting agreement, Mr. Landschulz is subject to non-competition and non-solicitation provisions on substantially the same terms as those applicable to Mr. Klein described above. In addition, if any severance payments to Mr. Landschulz under his new employment agreement collectively constitute a parachute payment under Section 280G(b)(2) of the Internal Revenue Code, thereby requiring the payment of excise taxes, then Origen would gross up such payments to cover all applicable excise taxes.

Effective April 4, 2009, Mr. Scherer s 2006 employment agreement was terminated and he and Origen entered into a letter agreement relating to his termination and severance. Under the terms of the letter agreement, Mr. Scherer will receive payments accrued and owing under the provisions of his 2006 employment agreement (including a change of control payment of $825,000 due to him on July 1, 2009) and Origen will pay him monthly severance payments of $25,000 through March 31, 2010 and a lump-sum severance payment of $400,000 on March 31, 2010. In addition, in recognition of his performance in preserving Origen s assets during the difficult 2008 economic climate Origen will pay Mr. Scherer a bonus of $150,000, payable n October 5, 2009.

Paul J. Galaspie, Chief Information Officer

On September 30, 2006, Mr. Galaspie completed the final year of a three-year employment agreement. Under the provisions of the agreement, the term of the agreement has been automatically extended annually to October 1, 2009. Mr. Galaspie s annual salary through September 30, 2008 was $203,962 and his annual salary for the year ending September 30, 2009 was $214,160. Under the terms of the agreement, Mr. Galaspie was eligible for a performance bonus of up to 50% of his base salary. Under the agreement, Mr. Galaspie was entitled to the following severance compensation: (A) if the employment agreement was terminated by Origen without cause, Origen would pay Mr. Galaspie an amount equal to his then-current base salary for 12 months; and (B) if Mr. Galaspie died or became disabled, Origen would pay him an amount equal to his then-current base salary for 12 months.

For purposes of Mr. Galaspie s employment agreement, cause was defined as: (i) a material breach of any provision of the employment agreement by the executive (after opportunity to cure for 20 days upon receipt of notice of breach), (ii) any action (or failure to act) by the executive that involves malfeasance, fraud or moral turpitude, or which, if generally known, would or might have a material adverse effect on Origen or its reputation.

The non-competition provision of Mr. Galaspie s employment agreement generally precludes him from engaging, directly or indirectly, in the United States or Canada in the manufactured housing finance business or any ancillary business of Origen during the term of his employment with Origen and for a period of 12 months following the period he is employed by Origen, subject to certain conditions and exceptions. He will also be prohibited from soliciting the employment of any of Origen s other employees and diverting any business from Origen for a period of up to 12 months after termination of the employment agreement.

Effective May 1, 2009, Origen terminated Mr. Galaspie s employment agreement without cause, and will therefore pay him the severance payment described above. As of that date, Origen also entered into a consulting relationship with Mr. Galaspie for a monthly fee of $2,000, with a performance potential of $12,000 annually. The term of the consulting agreement will end on March 31, 2011. Mr. Galaspie will provide information technology services and oversight on a consulting basis due to the changed nature of Origen s business as a result of the implementation of the Asset Disposition and Management Plan.

Outstanding Equity Awards at Fiscal Year End

There are no outstanding unvested stock awards with respect to any named executive officer. All shares that had not previously vested were subject to accelerated vesting due to a change of control event occurring July 1, 2008. The following tables set forth

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information on outstanding option awards held by the named executive officers at December 31, 2008, including the number of shares underlying both exercisable and un-exercisable portions of each stock option as well as the exercise price and expiration date of each outstanding option.

	Option Awards(1)			
Name and Principal Position	**Number of Securities Underlying Unexercised Options Exercisable**	**Number of Securities Underlying Unexercised Options Unexercisable**	**Option Price**	**Option Expiration Date**
Ronald A. Klein: Chief Executive Officer	25,000	0	$10.00	October 8, 2013
W. Anderson Geater, Jr.: Chief Financial Officer	15,000	0	$10.00	October 8, 2013
J. Peter Scherer: President and Head of Operations	15,000	0	$10.00	October 8, 2013
Mark W. Landschulz : Executive Vice President of Portfolio Management	15,000	0	$10.00	October 8, 2013
Paul J. Galaspie: Chief Information Officer	12,500	0	$10.00	October 8, 2013

(1) None of the options were in-the-money as of December 31, 2008.

Option Exercises and Stock Vested

During the year ended December 31, 2008, no named executive officer exercised any options. The following table sets forth information regarding the vesting of restricted stock during the year ended December 31, 2008 for each of the named executive officers on an aggregate basis:

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Name and Principal Position	Stock Awards Number of Shares Acquired Upon Vesting	Value Realized Upon Vesting
Ronald A. Klein: Chief Executive Officer	223,334	$535,903
W. Anderson Geater, Jr.: Chief Financial Officer	70,000	$145,850
J. Peter Scherer: President and Chief Operating Officer	66,000	$136,890
Mark W. Landschulz: Executive Vice President of Portfolio Management	70,000	$114,540
Paul J. Galaspie: Chief Information Officer	15,667	$ 25,051

Pension Benefits

Origen does not maintain a pension plan.

Non-Qualified Deferred Compensation

The following table sets forth non-qualified deferred compensation accumulated during the year ended December 31, 2008 for each of the named executive officers:

Name and Principal Position	Executive Contributions in Last Fiscal Year	Registrant Contributions in Last Fiscal Year	Aggregate Earnings in Last Fiscal Year	Aggregate Withdrawals /Distributions	Aggregate Balance at Last FYE
Ronald A. Klein: CEO	$ 0	$ 0	$40,000	$ 0	$280,000
W. Anderson Geater, Jr.: CFO	$ 0	$ 0	$40,000	$ 0	$280,000
J. Peter Scherer: COO	$ 0	$ 0	$40,000	$ 0	$280,000
Mark W. Landschulz : EVP of Portfolio Management	$ 0	$ 0	$40,000	$ 0	$280,000
Paul J. Galaspie: CIO	$ 0	$ 0	$40,000	$ 0	$280,000

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All amounts detailed above under the heading, Non-Qualified Deferred Compensation Earnings, are included in the Summary Compensation Table under the heading, Change in Non-Qualified Deferred Compensation Earnings.

In December 2008, Origen amended its split-dollar life insurance plan pursuant to the terms set forth in the First Amendment to the Origen Financial, LLC Endorsement Split-Dollar Plan (Amended Split-Dollar Plan). Additionally, at the same time, Origen amended its non-qualified deferred compensation plan pursuant to the terms set forth in the Second Amendment to the Origen Financial, LLC Capital Accumulation Plan (Amended Accumulation Plan, and together with the Amended Split-Dollar Plan, the Amendments).

Under the split-dollar life insurance plan, Origen, through individual life insurance policies, provided death benefits to a participant s beneficiaries and coordinated with the deferred compensation plan. Origen was the sole owner of each life insurance policy and paid all premiums due under the policies. One purpose of the plan was to fund the payment of benefits under Origen s deferred compensation plan with the cash build-up in the policies. In December 2008, Origen decided to discontinue premium payments on all of these life insurance policies. Pursuant to the Amended Split-Dollar Plan, an employee s participation under the split-dollar life insurance plan terminates if Origen fails to make a required payment on that employee s life insurance policy within 60 days of the date such payment is due. Because Origen ceased making premium payments under the split-dollar life insurance plan, the Amended Split Dollar Plan effectively terminated the participation of all employees under Origen s split-dollar life insurance plan. Upon termination from the plan, participants had the right to acquire the life insurance policy from Origen for the then-current cash surrender value of the policy, but no participants elected to acquire the life insurance policy following the plan s termination. Following the termination of the policies, the cash surrender values of the policies were remitted to Origen by the insurance carrier in February 2009.

Under Origen s non-qualified deferred compensation plan, certain executive officers and highly-compensated employees are provided with supplemental income on a deferred basis. The plan was initiated by one of Origen s predecessors in year 2002, in an environment where no equity capital was available to compensate key members of management. The plan was intended to attract and maintain qualified individuals in key positions. The plan is not performance-based and the investments are not directed by either the employee or Origen. The vesting amounts, vesting schedule and employee payment schedules were all fixed upon the employee s entrance into the plan. This deferred income vests over a ten-year period, with the first 30% vesting on the third anniversary of the employee s participation in the plan, and the remainder vesting at a rate of 10% per year, until the tenth anniversary of the employee s participation in the plan. The deferred compensation is paid to the employees in a lump sum, following the tenth anniversary of the participant s enrollment in the plan. Origen s deferred compensation plan obligations were informally funded solely by the cash build-up in the

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life insurance policies maintained by Origen pursuant to the Amended Split-Dollar Plan. As of December 2008, the cash value of the life insurance policies no longer funds Origen s obligations under the Amended Accumulation Plan, but Origen still has such obligations, which will be paid from Origen s general assets. Pursuant to the Amended Accumulation Plan, when the life insurance policy obtained to insure an employee participant under the split-dollar life insurance plan lapses, the employee s maximum benefit under Origen s deferred compensation plan is equal to the then vested portion of his or her deferred compensation benefit. Following the December 2008 amendments, no further contributions will be made to the plan by Origen on behalf of the participants.

The following table lists Origen s named executive officers who participate in the Amended Accumulation Plan and each such officer s benefits thereunder that had vested as of December 31, 2008:

Name and Principal Position	**Vested Benefits**
Ronald A. Klein: CEO	$280,000
W. Anderson Geater, Jr.: CFO	$280,000
J. Peter Scherer: COO	$280,000
Mark W. Landschulz : EVP of Portfolio Management	$280,000
Paul J. Galaspie: CIO	$280,000

DISCLOSURE REGARDING TERMINATION PROVISIONS

The following table describes and quantifies potential payments to the named executive officers in the event of termination of employment pursuant to the employment and consulting agreements entered into in April 2009. With respect to Messrs. Klein and Landschulz, the severance amounts will be payable if Origen terminates their employment during the initial term of their respective agreements, regardless of the reason for termination of employment. With respect to Mr. Geater, the severance amounts will be payable only if Origen terminates his employment agreement without cause, if Mr. Geater terminates the agreement for good reason or if Mr. Geater dies or becomes disabled during the term of the agreement. See Employment Agreements 2009 Agreements above for a description of what constitutes cause and good reason under Mr. Geater s employment agreement.

Payment of severance is conditioned upon each recipient s complying with the non-competition, non-solicitation and confidentiality provisions set forth in his employment or consulting agreement with Origen, as described above under Employment Agreements .

For illustrative purposes, a triggering event is assumed to have occurred on December 31, 2008. The named executive officers entered into employment or consulting agreements with Origen effective as of April 4, 2009. Therefore, the severance amounts below

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include 100% of the salary and annual bonus amounts payable over the terms of the agreements.

	Klein (1)	Geater (2)	Landschulz (3)	Scherer	Galaspie
Termination by Origen without Cause	$1,091,200	$1,575,000	$725,000	$0	$0
Termination by Origen with Cause	$1,091,200	$ 0	$725,000	$0	$0
Resignation by Employee with Good Reason	$ 0	$1,575,000	$ 0	$0	$0
Resignation by Employee without Good Reason	$ 0	$ 0	$ 0	$0	$0
Termination of Employment upon Death or Disability	$1,091,200	$1,575,000	$725,000	$0	$0

(1) Severance payable in the amount of $90,933 multiplied by the number of full months remaining as of the termination date in the initial one-year term of Mr. Klein s employment agreement. Origen will also pay for Mr. Klein s COBRA premiums for health insurance benefits for a period of one year if Origen terminates his employment agreement or chooses not to renew it at the end of the initial term. If

employment is terminated due to disability, the severance payment will be made in a lump sum six months after the termination date. If employment is terminated due to death, the severance payment will be made in a lump sum 30 days after the termination date. Otherwise severance will be paid in monthly installments as nearly equal as possible, subject to Internal Revenue Code regulations, over a period of six to nine months beginning on the first date of the month following the termination date.

(2) Severance payable in the amount of all base salary (at the annual rate of $275,000) and annual bonus amounts (in an annual amount equal to $235,000) plus the amount of

unpaid stay bonus ($555,000) remaining unpaid as of the termination date with respect to the two-year employment term. Severance payments relating to unpaid salary will be paid in regular installments not less frequently than monthly. Severance payments relating to unpaid annual bonuses will be paid annually, on or before March 15, 2010 and 2011. Severance payments relating to unpaid stay bonus will be paid on March 31, 2011. So long as Mr. Geater does not obtain similar coverage through full-time employment with another employer, Origen will also pay for Mr. Geater s COBRA premiums for health insurance benefits and continue to

provide him
with such other

employee benefits for which he continues to qualify through the expiration of the two-year term of his employment agreement.

(3) Severance payable in monthly installments in the amount of $15,000 multiplied by the number of full months remaining as of the termination date in the initial two-year term of Mr. Landschulz s employment agreement, plus the amount of unpaid stay bonus ($365,000). Severance payments relating to unpaid stay bonus will be paid on March 31, 2011.

In addition, Mr. Klein and certain other senior employees of, or consultants to, Origen designated by Mr. Klein may be paid certain success fees upon the successful consummation of certain transactions by Origen, including certain change of control transactions. The aggregate success fee payable with respect to any qualifying transaction will be equal to 1% of the face value of that transaction, provided that success fees paid in respect of change of control transactions will be reduced by 50% of all aggregate success fees paid with respect to previous qualifying transactions, and provided further that the success fee payable with respect to any qualifying transaction will be not less than $200,000. See Success Fee Letter Agreement above for a further description of the terms of this agreement.

Director Compensation

The following table sets forth information regarding the compensation received by each of Origen s non-employee Directors during the year ended December 31, 2008:

Fees

Name	Earned or Paid in Cash	Stock Awards(1)	All Other Compensation	Total
Paul A. Halpern	$103,500	$ 0	$ 0	$103,500
Richard H. Rogel	$ 80,000	$ 0	$ 0	$ 80,000
Robert S. Sher	$107,000	$ 0	$ 0	$107,000
Gary A. Shiffman	$ 81,000	$ 0	$ 0	$ 81,000
Jonathan S. Aaron	$ 0	$ 0	$ 0	$ 0
Michael J. Wechsler	$ 82,000	$ 0	$ 0	$ 82,000

(1) Amounts computed in accordance with SFAS 123(R). See Note 13 - Share-Based Compensation Plan, included in Item 8 of Origen s Annual Report filed on Form 10-K with the Securities and Exchange Commission on March 17, 2008.

Origen pays an annual director s fee of $25,000 to each non-employee director payable quarterly. Origen pays each non-employee director meeting fees of $1,000 per meeting attended in person and $500 per telephonic meeting. Origen also reimburses all costs and expenses of all Directors for attending each meeting. In addition to their annual director s fees, the Chairman of the Board of Directors receives an additional annual fee of

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$20,000, the Chairman of the Audit Committee receives an annual additional fee of $20,000 and other members of the Audit Committee receive an annual committee fee of $5,000. Members of the Compensation Committee receive an annual committee fee of $5,000. During 2008, the Compensation Committee awarded all non-employee Directors a supplemental payment of $40,000 in recognition of the Directors extraordinary time and effort in overseeing the reorganization of the Company. Directors who are also employees are not separately compensated for services as a director. Mr. Klein, the Chief Executive Officer, is a Director, and his compensation is disclosed above.

Under Origen s 2003 Equity Incentive Plan, the Board of Directors has the discretion to grant awards under the plan to non-employee Directors with such vesting and exercise provisions as the Board of Directors may determine at the date of grant. No grants were awarded during 2008.

Compensation Committee Report

The Compensation Committee of the Board of Directors has reviewed and discussed the above Compensation Discussion & Analysis with management and, based on such review and discussion, has recommended to the Board of Directors that the Compensation Discussion & Analysis be included in Origen s proxy statement and Annual Report on Form 10-K.

Respectfully submitted,
Members of the Compensation Committee:
Michael J. Wechsler, Chairman
Richard H. Rogel
Robert S. Sher

Compensation Committee Interlocks and Insider Participation in Compensation Decisions

The members of the Compensation Committee are currently Messrs. Wechsler (Chairman), Rogel and Sher. During 2008 and currently, none of our executive officers served as a director or member of a compensation committee (or other committee serving an equivalent function) of any other entity, whose executive officers served as a director or member of our Compensation Committee, none of our employees serve on the Compensation Committee and all of the Compensation Committee s members are independent directors.

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Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The following table sets forth, as of April 24, 2009, based upon information available to Origen, the shareholdings of: (a) each person known to Origen to be the beneficial owner of more than 5% of Origen s common stock; (b) each of Origen s directors; (c) each Named Executive Officer; and (d) all of Origen s executive officers and directors as a group.

Except as otherwise noted, the beneficial owners named in the following table have sole voting and investment power with respect to all shares of Origen s common stock shown as beneficially owned by them, subject to community property laws, where applicable.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	
	Shares	Percent(1)
Ronald A. Klein 27777 Franklin Road, Suite 1700 Southfield, MI 48034	547,138 (2)	2.2%
Gary A. Shiffman 27777 Franklin Road, Suite 200 Southfield, MI 48034	5,027,500 (3)	19.4%
Paul A. Halpern 2300 Harmon Road Auburn Hills, MI 48326	1,782,500 (4)	6.9%
Richard H. Rogel 56 Rose Crown Avon, CO 81260	52,500 (5)	*
Robert S. Sher 17672 Laurel Park Drive North, Suite 400E Livonia, MI 48152	56,000	*
Michael J. Wechsler 625 Madison Avenue New York, NY 10021	27,500 (5)	*

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Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	
	Shares	Percent(1)
Jonathan S. Aaron 2300 Harmon Road Auburn Hills, MI 48326	2,600,000 (6)	9.1%
J. Peter Scherer 27777 Franklin Road, Suite 1700 Southfield, MI 48034	196,724 (7)	*
W. Anderson Geater, Jr. 27777 Franklin Road, Suite 1700 Southfield, MI 48034	143,657 (8)	*
Mark W. Landschulz 27777 Franklin Road, Suite 1700 Southfield, MI 48034	141,835 (8)	*
Sun OFI, LLC 27777 Franklin Road, Suite 200 Southfield, MI 48034	5,000,000 (9)	19.3%
Woodward Holding, LLC 2300 Harmon Road Auburn Hills, MI 48326	1,750,000 (10)	6.8%
William M. Davidson Trust u/a/d 12/13/04 2300 Harmon Road Auburn Hills, MI 48326	2,600,000 (11)	9.1%
Steven Tannenbaum 420 Boylston Street, 5th Floor Boston, MA 02116	1,614,626 (12)	6.2%
Franklin Advisory Services, LLC One Franklin Parkway San Mateo, CA 94403	2,540,000 (13)	9.8%
Met Investors Advisory, LLC 5 Park Plaza, Suite 1900 Irvine, CA 92614	1,302,243 (14)	5.0%
Wells Fargo & Company 420 Montgomery Street San Francisco, CA 94163	3,423,939 (15)	8.9%

All directors and executive officers as a Group (12 persons)	10,647,663 (16)	37.2%

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* Holdings represent less than 1% of all shares outstanding.

(1) In accordance with SEC regulations, the percentage calculations are based on 25,926,149 shares of common stock issued and outstanding as of April 24, 2009, plus shares of common stock that may be acquired pursuant to options exercisable within 60 days of April 24, 2009 by each individual or entity listed.

(2) Includes (i) 10,000 shares held in a trust of which Mr. Klein is the trustee, and (ii) 25,000 shares of common stock that may be acquired pursuant to options exercisable within 60 days of April 24, 2009.

(3) Includes 5,000,000 shares held by Sun OFI, LLC, of which Mr. Shiffman is the sole manager. Sun OFI, LLC is an affiliate of Sun Communities, Inc., of which Mr. Shiffman is the Chairman and Chief Executive Officer. Mr. Shiffman disclaims beneficial ownership of the shares held by Sun OFI, LLC. Also includes 5,000 shares of common stock that may be acquired pursuant to options exercisable within 60 days of April 24, 2009. The number above does not include 1,025,000 shares held by Shiffman Origen LLC. Mr. Shiffman has an indirect pecuniary interest in approximately 9% of the shares held by Shiffman Origen LLC but

does not have share voting or investment control over the shares held by this entity.

(4) Includes 1,750,000 shares held by Woodward Holding, LLC, which are attributed to Mr. Halpern because he is its sole manager. Mr. Halpern owns 60% of the ownership interests of Woodward Holding, LLC and therefore has an indirect pecuniary interest in 1,050,000 shares held by Woodward Holding, LLC. Mr. Halpern disclaims beneficial ownership in the other 700,000 shares held by Woodward Holding, LLC. Also includes 5,000 shares of common stock that may be acquired pursuant to options exercisable within 60 days of April 24, 2009.

(5) Includes 5,000 shares of common stock that may be acquired pursuant to options exercisable within 60 days of April 24, 2009.

(6) Mr. Aaron is a co-trustee of the William M. Davidson Trust u/a/d 12/13/04, which holds stock warrants to acquire 2,600,000 shares of the Origen s common stock that may be acquired within 60 days of April 24, 2009. Mr. Aaron has voting power and investment power with respect to the warrants. Mr. Aaron disclaims beneficial ownership of the warrants and the underlying shares. Does not include 1,750,000 shares held by Woodward Holding, LLC. Mr. Aaron owns 40% of the ownership interests of Woodward

Holding, LLC and therefore has an indirect pecuniary interest in 700,000 of the shares held by Woodward Holding, LLC but does not have voting or investment control over the shares held by this entity.

(7) Includes (i) 50,000 shares held by Mr. Scherer s spouse, and (ii) 15,000 shares of common stock that may be acquired pursuant to options exercisable within 60 days of April 24, 2009.

(8) Includes 15,000 shares of common stock that may be acquired pursuant to options exercisable within 60 days of April 24, 2009.

(9) Sun OFI, LLC is an affiliate of Sun Communities, of which Mr. Shiffman is the Chairman, President and Chief Executive Officer. Mr. Shiffman is the sole manager of Sun OFI, LLC. Mr. Shiffman has sole voting and investment power with respect to all the shares held by

Sun OFI, LLC. Mr. Shiffman disclaims beneficial ownership of the shares held by Sun OFI, LLC.

(10) Mr. Halpern is the sole manager of Woodward Holding, LLC. Mr. Halpern has sole voting power with respect to all the shares held by Woodward Holding, LLC. Mr. Halpern owns 60% of the ownership interests of Woodward Holding, LLC and therefore has an indirect pecuniary interest in 1,050,000 shares held by Woodward Holding, LLC. Mr. Halpern disclaims beneficial ownership in the other 700,000 shares held by Woodward Holding, LLC. Mr. Aaron owns 40% of the ownership interests of Woodward Holding, LLC and therefore has an indirect

pecuniary interest in 700,000 of the shares held by Woodward Holding, LLC but does not have voting or investment control over the shares held by this entity.

(11) Represents 2,600,000 shares of the Origen s common stock that may be acquired within 60 days of April 24, 2009 pursuant to a stock purchase warrant issued by Origen in favor of the William M. Davidson Trust u/a/d 12/13/04.

(12) Based on information contained in a Schedule 13G filed with the SEC on December 18, 2008, Mr. Tannenbaum has sole voting power and sole investment power with respect to all 1,614,646 of these shares. Greenwood Investments, Inc., Greenwood Capital Limited

Partnership and Greenwood Investors Limited Partnership are also reporting persons included on the Schedule 13G.

(13) Based on information contained in a Schedule 13G filed with the SEC on February 9, 2009, Franklin Advisory Services, LLC has sole voting power and sole investment power with respect to all 2,540,000 of these shares. Franklin Resources, Inc., Charles B. Johnson and Rupert H. Johnson, Jr. are also reporting persons included on the Schedule 13G.

(14) Based on information contained in a Schedule 13G filed with the SEC on February 14, 2008, Met Investors Advisory, LLC has shared voting power and shared

investment power with respect to all 1,302,243 of these shares. Met Investors Series Trust is also a reporting person included on the Schedule 13G.

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(15) Based on information contained in a Schedule 13G/A filed with the SEC on January 21, 2009, Wells Fargo & Company has sole voting power with respect to 3,296,712 of these shares and sole investment power with respect to all 3,423,939 of these shares. Wells Capital Management Incorporated is also a reporting person included on the Schedule 13G/A.

(16) Includes (i) 112,500 shares of common stock that may be acquired pursuant to options, which are fully vested, and (ii) warrants to purchase 2,600,000 shares of common stock, which are currently exercisable.

Equity Compensation Plan Information

The following table reflects information about the securities authorized for issuance under Origen s equity compensation plans as of December 31, 2008.

	(a)	(b)	(c) Number of securities remaining available for

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by stockholders	135,500	$ 10.00	373,302
Equity compensation plans not approved by stockholders	N/A	N/A	N/A
Total	135,500	$ 10.00	373,302

Item 13. Certain Relationships and Related Transactions

Origen Servicing, Inc., a wholly owned subsidiary of Origen Financial L.L.C., serviced approximately $32.3 million, $30.6 million, and $20.7 million in manufactured housing loans for Sun Home, Inc. (Sun Home), an affiliate of Sun Communities, Inc. as of June 30, 2008, December 31, 2007 and 2006, respectively. Servicing fees paid by Sun Home to Origen Servicing, Inc. were approximately $0.2 million, $0.4 million and $0.3 million during the years ended December 31, 2008, 2007 and 2006, respectively. Gary A. Shiffman, one of Origen s directors is the Chairman of the Board, Chief Executive Officer and President of Sun Communities. Sun Communities owns approximately 19% of Origen s outstanding stock. Mr. Shiffman beneficially owns approximately 19% of Origen s outstanding, stock which amount includes his deemed beneficial ownership of the stock owned by Sun Communities. Mr. Shiffman and his affiliates beneficially own approximately 11% of the outstanding common stock of Sun Communities.

With the sale of Origen s servicing platform assets, Sun Communities engaged a different entity to continue the servicing of the loans. In order to transfer the loan servicing contract to a different servicer, Sun Communities paid Origen a fee of approximately $0.3 million during the year ended December 31, 2008.

On July 31, 2008, Origen completed the sale of certain of its third party origination and insurance platform assets for $1.0 million to Origen Financial Services, LLC (OFS, LLC), a newly formed venture, the managing member of which is a wholly owned affiliate of ManageAmerica, a nationally recognized provider of services to the manufactured housing industry. A subsidiary of Sun Communities owns 25% of the equity interests of OFS, LLC. Sun Communities appointed Mr. Shiffman, as its voting representative of the management team assigned to OFS, LLC.

Prior to the sale of certain of Origen s third party origination and insurance platform assets, Origen had agreed to fund loans that met Sun Home s underwriting guidelines and then transfer those loans to Sun Home pursuant to a commitment fee arrangement. Origen recognized no gain or loss on the transfer of these loans. Origen funded approximately $12.4 million, $13.2 million and $8.0 million in loans and transferred approximately $12.4 million, $13.3 million and $7.9 million in loans under this agreement during the three years ended December 31, 2008, 2007 and 2006, respectively. Origen recognized fee income under this agreement of approximately $230,000, $182,000 and $160,000 for the years ended December 31, 2008, 2007 and 2006, respectively.

Prior to the sale of Origen s servicing platform assets to Green Tree Servicing LLC on July 1, 2008, Sun Home had purchased certain repossessed houses owned by Origen and located in manufactured housing communities owned by Sun Communities, subject to Sun Home s prior approval. Under this agreement, Origen sold to Sun Home approximately $0.6 million, $1.1 million and $1.2 million of repossessed houses during years ended December 31, 2008, 2007 and 2006, respectively. This program allowed Origen to further enhance recoveries on repossessed houses and allowed Sun Home to retain houses for resale in its communities.

In September 2007, Origen, through its primary operating subsidiary Origen Financial L.L.C., previously had a $15 million secured financing arrangement (the $15 Million Loan) with the William M. Davidson Trust u/a/d 12/13/04 (the Lender), an affiliate of William M. Davidson. Mr. Davidson passed away on March 13, 2009. Prior to July 11, 2008, Mr. Davidson was the sole member of Woodward Holding, LLC. Both prior to and after July 11, 2008, Paul A. Halpern, the Chairman of Origen s Board of Directors, was and is the sole manager of Woodward Holding, LLC and was and is employed by Guardian Industries Corp. and its affiliates, of which Mr. Davidson was the principal owner. On July 11, 2008, Mr. Davidson sold 60% of the membership interests of Woodward Holding, LLC to Mr. Halpern and the remaining 40% of the membership interests to Jonathan S. Aaron. Mr. Aaron is the spouse of the step-daughter of Mr. Davidson and is employed by Guardian Industries Corp. On November 13, 2008, Mr. Aaron was appointed to fill a newly-created position on Origen s board of directors for a term of office expiring at the annual meeting of Origen s stockholders to be held in 2009. Upon Mr. Davidson s passing, Mr. Aaron became a co-trustee of the Lender.

The $15 Million Loan included a $10 million senior secured promissory note (the Note) and a $5 million senior secured convertible promissory note (the Convertible Note). The Note and the Convertible Note were each one-year secured notes bearing interest at 8% per year and were secured by a portion of Origen s rights to receive servicing fees on its loan servicing portfolio. The Note, which had an original principal amount of $10 million, and the Convertible Note, which had an original principal amount of $5 million, were each due on September 11, 2008. The term of the Note and the Convertible Note could be extended up to 120 days with the payment of additional fees. The Convertible Note could be converted at the option of the Lender into shares of Origen s common stock at a conversion price of $6.237 per share. In connection with the $15 Million Loan, Origen issued a stock purchase warrant to the Lender. The stock purchase warrant was a five-year warrant to purchase 500,000 shares of Origen s common stock at an exercise price of $6.16 per share. Each of the Note and the Convertible Note were paid in full on July 1, 2008.

On April 8, 2008, the $15 Million Loan was amended and Origen entered into a $46 million secured financing arrangement (the $46 Million Loan) with the Lender. The $46 Million Loan is evidenced by a three-year secured note bearing interest at 14.5% per year. The $46 Million Loan is due on April 8, 2011, but at Origen s option, its maturity may be extended for one year if Origen pays an extension fee equal to 2% of the then-outstanding principal balance. The $46 Million Loan is pre-payable, provided that if it is paid off entirely in connection with a refinancing of the entire remaining principal owing under the note, Origen must pay a prepayment fee equal to 1.5% of the then-outstanding principal balance. Origen also issued a five-year stock purchase warrant (the Warrant) to purchase 2,600,000 shares of Origen s common stock at an exercise price of $1.22 per share, which was the closing consolidated bid price for Origen common stock on April 7, 2008. Origen has granted the Lender certain registration rights with respect to the common stock issuable upon the exercise of the Warrant and other unregistered shares that may be owned by the Lender and its affiliates. The amendment to the $15 Million Loan also terminated the previous conversion rights on the Convertible Note and terminated the 500,000 warrants to purchase Origen s common stock. The $46 million Note had an aggregate outstanding balance of $27 million at March 31, 2009, net of the unamortized discount related to the fair value of the stock purchase warrant.

During the fiscal year ended December 31, 2008, Origen paid interest in the aggregate amount of $4.4 million on the $15 Million Loan and the $46 Million Loan.

Origen leases its executive offices in Southfield, Michigan from an entity in which Mr. Shiffman and certain of his affiliates beneficially own approximately a 21% interest. Ronald A. Klein, a director and the Chief Executive Officer of Origen, owns less than a 1% interest in the landlord entity. Mr. Davidson s estate beneficially owns an approximate 14% interest in the landlord entity. Origen recorded rental expense for these offices of approximately $577,000, $567,000 and $465,000 for the years ended December 31, 2008, 2007 and 2006, respectively.

In November 2008, Origen entered into an agreement with Viva Beverages LLC (Viva) to sublease approximately 5,200 square feet of Origen s executive office space in Southfield, Michigan. Mr. Shiffman owns approximately 46.7% of Viva s equity interests and one of his children owns approximately 6.7% of Viva s interests. The term of the sublease runs through August 2011 and the sublease payments total approximately $48,000 in 2009, $52,000 in 2010 and $35,000 in 2011. The sublease payments are equal to Origen s lease payments under the prime lease with respect to the space that has been subleased. There were no lease payments in 2008.

Policies and Procedures for Approval of Related Party Transactions

Under Origen s written Code of Business Conduct and Ethics, none of its directors, officers or employees may enter into any transaction or arrangement with Origen that creates a conflict of interest without prior disclosure to and review by Origen s Compliance Committee (which consists of the Chairman of the Audit Committee, the Chairman of the Nominating and Governance Committee and a representative of Origen s outside legal counsel). The Compliance Committee must attempt to find ways to reduce or eliminate the conflict and monitor conflicts to ensure that Origen s interests are protected. In practice, the Compliance Committee typically refers such matters to the Board for its consideration and approval. In determining whether to approve such a transaction or arrangement, the Board takes into account, among other factors, whether the transaction was on terms no less favorable to Origen than terms generally available to third parties and the extent of the director s, officer s or employee s involvement in such transaction or arrangement.

The Code of Business Conduct and Ethics was adopted and approved in January 2004. All related party transactions entered into that are disclosed above were approved by the

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Board, except for the sublease with Viva. The terms of the sublease were disclosed to the Board before its execution and the Board determined that the sublease was on substantially the same terms as those prevailing at the time for comparable arms-length transactions with unrelated parties.

Item 14. Principal Accountant Fees and Services

Aggregate fees for professional services rendered by Grant Thornton LLP, Origen s independent auditors, for the fiscal years ended December 31, 2008 and December 31, 2007 were as follows:

	Fiscal Year Ended December 31,	
Category	**2008**	**2007**
Audit Fees: For professional services rendered for the audit of our financial statements, the audit of internal controls relating to Section 404 of the Sarbanes-Oxley Act, the reviews of the quarterly financial statements and consents	$379,235	$546,673
Audit-Related Fees: For professional services rendered for accounting assistance with new accounting standards, securitizations and other SEC related matters	$ 53,836	$ 46,083
Tax Fees: For professional services rendered in connection with tax compliance and preparation of tax returns	$126,932	$130,884
All Other Fees	$ 0	$ 0

The Audit Committee has a policy that requires that all services provided by the independent auditor to Origen, including audit services, audit-related services, tax services and other services, be pre-approved by the Audit Committee. The Audit Committee approved all audit and non-audit related services provided to Origen by Grant Thornton LLP during the 2008 and 2007 fiscal years.

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PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) The following documents are filed herewith as part of this Form 10-K/A:

(1) The financial statements described in Part IV, Item 15 of the Annual Report on Form 10-K filed on March 27, 2009 are set forth in Part II, Item 8 of such Annual Report on the pages described in Part IV, Item 15(a)(1) of such Annual Report.

(2) Not applicable

(3) A list of the exhibits required by Item 601 of Regulation S-K to be filed as a part of this Form 10-K/A is shown on the Exhibit Index filed herewith.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: May 7, 2009

ORIGEN FINANCIAL, INC., a Delaware corporation

By: /s/ Ronald A. Klein
Ronald A. Klein, Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Name	Title	Date
/s/ Ronald A. Klein	Chief Executive Officer and Director	May 7, 2009
Ronald A. Klein		
/s/ W. Anderson Geater, Jr.	Chief Financial Officer and Principal Accounting Officer	May 7, 2009
W. Anderson Geater, Jr.		
/s/ Paul A. Halpern	Chairman of the Board	May 7, 2009
Paul A. Halpern		
/s/ Jonathan S. Aaron	Director	May 7, 2009
Jonathan S. Aaron		
/s/ Richard H. Rogel	Director	May 7, 2009
Richard H. Rogel		
/s/ Robert S. Sher	Director	May 7, 2009
Robert S. Sher		
/s/ Gary A. Shiffman	Director	May 7, 2009
Gary A. Shiffman		
/s/ Michael J. Wechsler	Director	May 7, 2009

Michael J. Wechsler

EXHIBIT INDEX

Exhibit Number	Description	Method of Filing
2.1	Asset Disposition and Management Plan	(1)
3.1	Second Amended and Restated Certificate of Incorporation of Origen Financial, Inc., filed October 7, 2003, and currently in effect	(2)
3.2	Certificate of Designations for Origen Financial, Inc. s Series A Cumulative Redeemable Preferred Stock	(2)
3.3	Certificate of Amendment of Second Amended and Restated Certificate of Incorporation of Origen Financial, Inc.	(1)
3.4	By-laws of Origen Financial, Inc.	(3)
3.5	Amendments to the Bylaws of Origen Financial, Inc. effective December 15, 2006	(4)
4.1	Form of Common Stock Certificate	(2)
4.2	Stock Purchase Warrant dated April 8, 2008 issued by Origen Financial, Inc. in favor of the William M. Davidson Trust u/a/d 12/13/04	(5)
4.3	Registration Rights Agreement dated April 8, 2008 between Origen Financial, Inc. and the William M. Davidson Trust u/a/d 12/13/04	(5)
10.1	2003 Equity Incentive Plan of Origen Financial, Inc.#	(2)
10.2	First Amendment to 2003 Equity Incentive Plan of Origen Financial, Inc.#	(6)
10.3	Form of Non-Qualified Stock Option Agreement#	(2)
10.4	Form of Restricted Stock Award Agreement#	(2)
10.5	Employment Agreement dated July 14, 2006 among Origen Financial, Inc., Origen Financial L.L.C. and Ronald A. Klein#	(7)
10.6	First Amendment dated July 1, 2008 to the Employment Agreement dated July 14, 2006 among Origen Financial, Inc., Origen Financial L.L.C. and Ronald A. Klein#	(1)
10.7	Employment Agreement dated December 28, 2006 among Origen Financial, Inc., Origen Financial L.L.C. and W. Anderson Geater, Jr. #	(8)
10.8	First Amendment dated July 1, 2008 to the Employment Agreement dated December 28, 2006 among Origen Financial, Inc., Origen Financial L.L.C. and W. Anderson Geater, Jr. #	(1)
10.9		(8)

	Employment Agreement dated December 28, 2006 among Origen Financial, Inc., Origen Financial L.L.C. and Mark Landschulz #	
10.10	First Amendment dated July 1, 2008 to the Employment Agreement dated December 28, 2006 among Origen Financial, Inc., Origen Financial L.L.C. and Mark Landschulz #	(1)
10.11	Employment Agreement dated December 28, 2006 among Origen Financial, Inc., Origen Financial L.L.C. and J. Peter Scherer #	(8)
10.12	First Amendment dated July 1, 2008 to the Employment Agreement dated December 28, 2006 among Origen Financial, Inc., Origen Financial L.L.C. and J. Peter Scherer #	(1)
10.13	Employment Agreement between Origen Financial, Inc., Origen Financial L.L.C. and Benton Sergi#	(9)
10.14	Letter Agreement dated March 20, 2008 between Origen Financial, Inc. and Benton E. Sergi#	(10)
10.15	Origen Financial L.L.C. Endorsement Split-Dollar Plan dated November 14, 2003#	(2)
10.16	First Amendment to the Origen Financial, LLC Endorsement Split-Dollar Plan dated December 15, 2008#	(11)

Exhibit Number	Description	Method of Filing
10.17	Origen Financial L.L.C. Capital Accumulation Plan#	(2)
10.18	First Amendment to Origen Financial L.L.C. Capital Accumulation Plan#	(2)
10.19	Second Amendment to the Origen Financial, LLC Capital Accumulation Plan dated December 15, 2008#	(11)
10.20	Lease dated October 18, 2002 between American Center LLC and Origen Financial L.L.C.	(2)
10.21	Senior Secured Loan Agreement dated April 8, 2008 between Origen Financial L.L.C. and the William M. Davidson Trust u/a/d 12/13/04	(5)
10.22	Senior Secured Promissory Note in the original principal amount of $46,000,000 dated April 8, 2008 issued by Origen Financial L.L.C. in favor of the William M. Davidson Trust u/a/d 12/13/04	(5)
10.23	Amended and Restated Guaranty dated April 8, 2008 issued by Origen Financial, Inc., Origen Servicing, Inc. and Origen Securitization Company, LLC in favor of the William M. Davidson Trust u/a/d 12/13/04	(5)
10.24	Amended and Restated Security Agreement dated April 8, 2008 among Origen Financial L.L.C., Origen Financial, Inc., Origen Servicing, Inc., Origen Securitization Company, LLC and the William M. Davidson Trust u/a/d 12/13/04	(5)
10.25	Membership Pledge Agreement dated April 8, 2008 between Origen Securitization Company, LLC and the William M. Davidson Trust u/a/d 12/13/04	(5)
10.26	Stock and Membership Pledge Agreement dated April 8, 2008 between Origen Financial L.L.C. and the William M. Davidson Trust u/a/d 12/13/04	(5)
10.27	Membership Pledge Agreement dated April 8, 2008 between Origen Financial, Inc. and the William M. Davidson Trust u/a/d 12/13/04	(5)
10.28	Amended and Restated Senior Secured Loan Agreement dated April 8, 2008 between Origen Financial L.L.C. and the William M. Davidson Trust u/a/d 12/13/04	(5)
10.29	Amended and Restated Senior Secured Promissory Note in the original principal amount of $10,000,000 dated April 8, 2008 issued by Origen Financial L.L.C. in favor of the William M. Davidson Trust u/a/d 12/13/04	(5)
10.30	Amended and Restated Senior Secured Promissory Note in the original principal amount of $5,000,000 dated April 8, 2008 issued by Origen Financial L.L.C. in favor of the William M. Davidson Trust u/a/d 12/13/04	(5)
10.31		(12)

	Asset Purchase Agreement dated April 30, 2008, by and among Origen Financial, Inc., Origen Servicing, Inc., Origen Financial, L.L.C. and Green Tree Servicing LLC	
10.32	Voting Agreement, dated as of April 30, 2008, by and among GTH LLC, and the Persons set forth on Schedule I attached to the agreement	(12)
10.33	2009 Employment Agreement dated effective as of April 4, 2009 among Origen Financial, Inc., Origen Financial L.L.C. and Ronald A. Klein #	(14)
10.34	Letter Agreement dated effective as of May 1, 2009 between Origen Financial, Inc. and Ronald A. Klein #	(14)
10.35	2009 Employment Agreement dated effective as of April 4, 2009 among Origen Financial, Inc., Origen Financial L.L.C. and W. Anderson Geater, Jr. #	(14)
10.36	2009 Consulting Agreement dated effective as of April 4, 2009 among Origen Financial, Inc., Origen Financial L.L.C. and Mark Landschulz #	(14)
10.37	Letter Agreement dated effective as of April 4, 2009 between Origen Financial, Inc. and J. Peter Scherer #	(14)
10.38	Employment Agreement dated effective as of October 1, 2003 among Origen Financial, Inc., Origen Financial L.L.C. and Paul J. Galaspie #	(14)

Exhibit Number	Description	Method of Filing
21.1	List of Origen Financial, Inc. s Subsidiaries.	(13)
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	(14)
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	(14)
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	(14)
99.1	Amended and Restated Charter of the Audit Committee of the Origen Financial, Inc. Board of Directors	(2)
99.2	Charter of the Compensation Committee of the Origen Financial, Inc. Board of Directors	(2)
99.3	Charter of the Nominating and Governance Committee of the Origen Financial, Inc. Board of Directors	(2)
99.4	Charter of the Executive Committee of the Origen Financial, Inc. Board of Directors	(2)
99.5	Corporate Governance Guidelines	(2)
99.6	Code of Business Conduct	(2)
99.7	Financial Code of Ethics	(2)

(1) Incorporated by reference to Origen Financial, Inc. s Current Report on Form 8-K dated July 1, 2008, as amended.

(2) Incorporated by reference to Origen Financial, Inc. s Registration Statement on Form S-11 No.

33-112516, as amended.

(3) Incorporated by reference to Origen Financial, Inc. s Annual Report on Form 10-K for the year ended December 31, 2005.

(4) Incorporated by reference to Origen Financial, Inc. s Current Report on Form 8-K dated December 15, 2006.

(5) Incorporated by reference to Origen Financial, Inc. s Current Report on Form 8-K dated April 8, 2008.

(6) Incorporated by reference to Origen Financial, Inc. s Quarterly Report on Form 10-Q for the quarter ended June 30, 2005.

(7) Incorporated by reference to Origen Financial, Inc. s Current Report on Form 8-K dated July 14, 2006

(8) Incorporated by reference to Origen Financial, Inc. s Current Report on Form 8-K dated December 28, 2006

(9) Incorporated by reference to Origen Financial, Inc. s Amendment to Annual Report on Form 10-K/A for the year ended December 31, 2004.

(10) Incorporated by reference to Origen Financial, Inc. s Current Report on Form 8-K dated March 20, 2008.

(11) Incorporated by reference to Origen Financial, Inc. s Current Report on Form 8-K dated December 15, 2008.

(12) Incorporated by reference to Origen Financial, Inc. s Current Report on Form 8-K dated April 30, 2008.

(13) Previously filed.

(14) Filed herewith.

Management contract or compensatory plan or arrangement.