

THIS AMENDING AGREEMENT made as of the 13th day of April, 2022 (this "**Amending Agreement**")

ORIGEN RESOURCES INC. of Suite 488 – 625 Howe Street,
Vancouver BC V6C 2T6

(hereinafter referred to as the "**Optionor**")

OF THE FIRST PART

AND:

HAWTHORN RESOURCES CORP. of 1180 – 625 Howe Street,
Vancouver, British Columbia, V6C 2T6

(hereinafter referred to as the "**Optionee**")

OF THE SECOND PART

WHEREAS the Optionor and the Optionee (collectively, the "**Parties**") previously executed binding Mineral Property Option Agreement dated December 15, 2020, providing for acquisition by Optionee of a 75% interest certain of the Optionor's mineral claims located in the Province of British Columbia (the "**Option Agreement**");

AND WHEREAS the Parties desire to amend the Option Agreement as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

1. Capitalized terms not otherwise defined herein have the meaning given in the Option Agreement.
2. The Option Agreement is hereby amended by adding the follow definition in Section 1.1:

"Acquired Interest" means a 75% interest in and to the Property."
3. The Option Agreement is hereby amended by adding the following wording at the end subparagraph 2.1(a):

"subject only to a 1% net smelter royalty held by 1218802 B.C. Ltd."
4. The Option Agreement is hereby amended by deleting sub paragraph 3.5 and replacing it with the following:

"3.5 Upon exercise of the Option, the Optionor shall cause the Optionee to be recorded as the registered owner of the Acquired Interest in the mineral claims that comprise the Property."
5. The Option Agreement is hereby amended by deleting subparagraph 3.6 and replacing it with the following:

“3.6 In the event that the Exchange Approval Date has not occurred by September 30, 2022, the Optionor, or the Optionee may elect, upon written notice to the other party, to terminate this Agreement, and any amounts paid by the Optionee to the Optionor under this Agreement will be forfeited, and this Agreement shall thereafter have no further force or effect.”

6. The Option Agreement inserting the following as new subparagraph 3.7:

“3.7 Effective on the date upon which the Optionee has acquired the 75% Acquired Interest (the “**Earn-In Date**”), the Optionee and The Optionor will immediately enter into a joint venture agreement (the “**JV Agreement**”) to form a joint venture (the “**Joint Venture**”) for the purpose of carrying out further exploration, development and production work on the Property.

The terms of the JV Agreement will include, but not be limited to, the following:

- a) the initial working or participating interest of the Optionee will be the total interest in the Property acquired under the Option Agreement (the 75% Acquired Interest);
- b) the Optionee will be the initial operator (the “**Operator**”) of the Joint Venture;
- c) the operations of the Joint Venture will be overseen by a management committee (the “**Management Committee**”), and each of the Optionor and the Optionee will have voting rights on such committee equal to their participating interest in the Joint Venture;
- d) the participating interests of the parties in the Joint Venture will be subject to dilution for non-contribution on a straight line basis;
- e) each party in the Joint Venture will have 15 days following adoption of a work program by the Management Committee to elect to participate therein and invoices rendered to participating parties in respect of any work program will be payable within 30 days. For production programs the election periods will be increased to 90 days and the time to contribute will be accelerated so that they are due in advance of the operator actually expending them;
- f) in the event that the Management Committee does not adopt a work program in excess of \$50,000 for two consecutive years, any party to the Joint Venture shall be entitled to propose a work program which, if proposed by the Joint Venture party holding less than a 50% participating interest in the Joint Venture, shall be deemed for all purposes of the JV Agreement to have been adopted by the Management Committee and the provisions of paragraph (iv) above shall apply;
- g) if at any time the Optionee’s participating interest falls below 50%, The Optionor may elect to assume the position of Operator of the Property;
- h) the Operator shall maintain the Property in good standing, and will not permit the mineral and property rights associated with the Property, or any portion of the Property to lapse, or relinquish, drop or abandon the Property, unless the Operator provides the other Party with at least 30 days’ prior written notice. If the party that is not the Operator, after receiving such notice requests the Operator in writing to do so, the Operator shall cause the transfer of the Property, or any portion of it that the Operator has provided notice of its intent to permit to lapse, to the other Party or its nominee, free and clear of all liens, claims, charges and encumbrances; and

- i) each party will grant to the other a 30 day right of first refusal with respect to any proposed sale of such party's interest in the Joint Venture to a third party. If a sale is completed, the third party must agree to be bound to the terms of the Joint Venture Agreement
7. The Option Agreement is hereby amended by deleting subparagraph 4.1 and replacing it with the following:

"4.1 On the Earn-in Date, the Optionee will grant a 1.5% Net Smelter Royalty on the Acquired Interest to the Optionor."
8. The Option Agreement is hereby amended by inserting the following wording under the heading "Existing Royalty" in Schedule "A":

"1% net smelter royalty held by 1218802 B.C. Ltd."
9. The Option Agreement is hereby amended by deleting subparagraph 1 of Schedule "B" and replacing it with the following:

"1. Upon commencing commercial production for at least 90 consecutive days, of any valuable minerals, industrial minerals, gems or precious stones from the Property, the Optionee will pay the Optionor a royalty on production (the "**Net Smelter Royalty**") equal to 1.5% of Net Smelter Returns (as defined below)."
10. The Option Agreement is hereby amended by deleting all references to the term "Properties" in Schedule "B" and replacing it with "Property".
11. The Option Agreement is hereby amended by deleting all references to the term "Purchaser" in Schedule "B" and replacing it with "Optionee".
12. The Option Agreement is hereby amended by deleting all references to the term "Vendor" in Schedule "B" and replacing it with "Optionor".
13. The Option Agreement is hereby amended by deleting all references to the term "NSR Royalty" in Schedule "B" and replacing it with "Net Smelter Royalty".
14. On and after the date of this Amending Agreement, any reference to "this Agreement" in the Option Agreement and any reference to the Option Agreement in any other agreements will mean the Option Agreement as amended by this Amending Agreement.
15. In all other respects the Option Agreement shall remain unamended and in full force and effect.
16. This Amending Agreement constitutes the entire agreement among the parties with respect to the amendments contemplated in this Amending Agreement and except to the extent restated in this Amending Agreement, supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, the purpose of which were to amend the Option Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in implementing the amendments contemplated by this Amending Agreement.

17. This Amending Agreement becomes effective when executed by all of the parties. After that time, it is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.
18. This Amending Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. In the event of any dispute arising from this Agreement, the parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of British Columbia.
19. This Amending Agreement may be executed in any number of counterparts (including counterparts by email) and all counterparts taken together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Amending Agreement effective the date first above written.

ORIGEN RESOURCES INC.

Per: (Signed) "Gary Schellenberg"
Authorized Signatory

HAWTHORN RESPOURCES CORP.

Per: (Signed) "Neil MacRae"
Authorized Signatory