

THIS SECOND AMENDING AGREEMENT made as of the 20th day of December, 2022 (this “**Amending Agreement**”)

ORIGEN RESOURCES INC. of Suite 488 – 625 Howe Street,
Vancouver, British Columbia, 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 a binding Mineral Property Option Agreement dated December 15, 2020, as amended April 13, 2022 and September 30, 2022, 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 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 deleting subparagraph 3.6 and replacing it with the following:

“3.6 In the event that the Exchange Approval Date has not occurred by March 1, 2023, 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.”
3. 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.
4. In all other respects the Option Agreement shall remain unamended and in full force and effect.

5. 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.
6. 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.
7. 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.
8. 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 RESOURCES CORP.

Per: (Signed) "Daniel Joyce"
Authorized Signatory