

**AMENDMENT TO PROPERTY OPTION AGREEMENT**

**THIS AGREEMENT** is made effective as of the   1   day of   October  , 2024

**BETWEEN:**

**VORTEX ENERGY CORP. (formerly Sustainable Green Mining Corp.)**, a company incorporated under the laws of the Province of British Columbia with a mailing address of 1930 – 1177 West Hastings Street, Vancouver, BC V6E 3T4

(the “**Optionee**”)

-and-

**GEOMAP EXPLORATION INC.**, a company incorporated under the laws of the Province of British Columbia with a mailing address of [REDACTED]

(the “**Optionor**” and, together with the Optionee, the “**Parties**” and each, individually, a “**Party**”).

**WHEREAS** the Parties entered into a property option agreement dated March 10, 2022 (the “**Fire Eye Option Agreement**”) pursuant to which the Optionor granted the Optionee an option to acquire a one hundred percent (100%) interest in and to certain mineral claims comprising the Fire Eye Property in Saskatchewan (the “**Fire Eye Property**”);

**AND WHEREAS** on October 3, 2023, the Parties entered into an amendment to the Fire Eye Option Agreement (the “**First Amendment**”) to defer the exploration expenditure obligations thereunder;

**AND WHEREAS** pursuant to Section 3.1 of the Fire Eye Option Agreement (as amended by the First Amendment), the Optionee is required to incur certain exploration expenditures on the Fire Eye Property and to pay certain amounts to the Optionor in order to maintain its option over the Fire Eye Property in good standing;

**AND WHEREAS** the Parties wish to further amend the Fire Eye Option Agreement to further defer the exploration expenditure obligations thereunder and to provide for the satisfaction of the final cash payment to the Optionor through the issuance of common shares in the capital of the Optionee (“**Common Shares**”) to the Optionor.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this amending agreement (the “**Amending Agreement**”), and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the Parties), it is agreed that:

**1. Capitalized Terms**

All capitalized terms used in this Amending Agreement but not defined herein shall have the meanings attributed to such terms in the Fire Eye Option Agreement.

## **2. Subsections 3.1(c)(i) and 3.1(c)(ii) of the Fire Eye Option Agreement**

Subsection 3.1(c)(i) and Subsection 3.1(c)(ii) of the Fire Eye Option Agreement are hereby deleted in their entirety and replaced with the following:

- “(i) \$110,000 of Expenditures on or before the date that is three (3) calendar years after the Effective Date; and
- (ii) \$250,000 of Expenditures on or before the date that is four (4) calendar years after the Effective Date.”.

## **3. Issuance of Shares in Satisfaction of Payment Required by Section 3.1(a)(iv)**

The Optionor hereby irrevocably and unconditionally acknowledges and agrees to accept, in lieu of the payment of \$50,000 in cash as required pursuant to Section 3.1(a)(iv) of the Fire Eye Option Agreement, the issuance of such number of Common Shares having a value equal to \$50,000, such Common Shares to be valued using the greater of (a) the ten (10) day volume weighted average price of the Common Shares on the Canadian Securities Exchange for the ten (10) consecutive trading day period ending on the trading day immediately preceding the date of issuance of such Common Shares and (b) the lowest price permissible pursuant to the policies of the Canadian Securities Exchange, in full and final satisfaction of the Optionee’s obligation to pay \$50,000 in cash to the Optionor pursuant to Section 3.1(a)(iv). Upon the issuance of such Common Shares to the Optionor, the Optionor agrees that the obligation of the Optionee pursuant to Section 3.1(a)(iv) shall be fully and finally satisfied and discharged, and that the Optionor shall remise, release and forever discharge the Optionee from any claims, charges, complaints, demands, actions, causes of action, damages, costs, expenses and liabilities of any kind or nature whatsoever (“**Claims**”) related to the obligation of the Optionee to make the \$50,000 cash payment pursuant to Section 3.1(a)(iv) of the Fire Eye Option Agreement and shall indemnify and save harmless the Optionee from and against all Claims which may be made against the Optionee with respect to such amount.

## **4. Acknowledgment**

The Optionor hereby irrevocably and unconditionally acknowledges and agrees that (i) the Optionee’s failure to pay \$50,000 to the Optionor and incur \$110,000 of Expenditures on the Fire Eye Property in each case on or before the date that was two (2) calendar years after the Effective Date pursuant to Subsection 3.1(a)(iv) and Subsection 3.1(c)(i), respectively, of the Fire Eye Option Agreement (as amended pursuant to the First Amendment but prior to the amendments contemplated in this Amending Agreement) in accordance with Subsection 3.1(a)(iv) and Subsection 3.1(c)(i), respectively, of the Fire Eye Option Agreement (as amended pursuant to the First Amendment but prior to the amendments contemplated by this Amending Agreement) shall not constitute a failure to perform, a default under or a breach of the Fire Eye Option Agreement and (ii) consequently, the Optionor shall not have any right to terminate the Fire Eye Option Agreement in respect of such failure to make such payment or incur such Expenditures, including pursuant to Subsections 10.3(a) or 10.3(b) of the Fire Eye Option Agreement.

**5. General Matters**

- (a) Except for the amendments contemplated in this Amending Agreement, no other amendments to the Fire Eye Option Agreement are made by the Parties pursuant to this Amending Agreement, and the Fire Eye Option Agreement shall otherwise remain outstanding on identical terms and conditions (as amended by the First Amendment) and, subject to this Amending Agreement, all of the respective rights and obligations of the Parties to the Fire Eye Option Agreement (as amended by the First Amendment) shall remain in full force and effect.
- (b) This Amending Agreement may be signed in counterparts and may be delivered by facsimile, email or other permanent electronic format, each of which when delivered will be deemed to be an original and all of which together will constitute one instrument.
- (c) This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties agree that the courts of British Columbia have jurisdiction over any action or other legal proceedings based on any provisions of this Amending Agreement. Each Party attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- (d) This Amending Agreement is binding upon and will enure to the benefit of each Party and its respective successors and permitted assigns.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF** the parties hereto have executed this Amending Agreement as of the date first written above

**VORTEX ENERGY CORP.**

[REDACTED]

**Name: Paul Sparkes**

**Title: Chief Executive Officer**

**GEOMAP EXPLORATION INC.**

[REDACTED]

**Name: Afzaal Pirzada**

**Title: President**