SHARE PURCHASE AGREEMENT AMENDING AGREEMENT

THIS AMENDING AGREEMENT is dated as of the 30th day of November, 2020.

B E T W E E N :

ORIGIN GOLD CORPORATION, a corporation incorporated under the federal laws of Canada and having an address at 65 Queen Street West, Suite 900, Toronto, Ontario, M5H 2M5 ("**Origin**")

- and -

BULLET HOLDING CORP., a company incorporated pursuant to the laws of the Republic of Panamá and having an address at Cr 32 #12A - 11, Medellin, Colombia ("**Bullet Holdco**")

- and –

MAGNOLIA CAPITAL LLC, a company incorporated pursuant to the laws of the State of South Dakota and having an address at 2266 Lake Circle, Jackson, MS 39211, USA ("**Magnolia**")

- and -

INVERSIONES GALAPAGOS S.A.S., a sociedad por acciones simplificada formed pursuant to the laws of the Republic of Colombia and having an address at Calle 37 #65D – 39 Apt 402, Medellin, Colombia ("**Galapagos**")

- and -

MINERALES OTU S.A.S., a sociedad por acciones simplificada formed pursuant to the laws of the Republic of Colombia and having an address at Cr 32 #12A - 11, Medellin, Colombia ("**Minerales OTU**")

- and -

BUENAVENTURA GOLD, INC., a company incorporated pursuant to the laws of the Republic of Panamá and having an address at C. 47 Ocean Business Plaza, Panama City, Panamá ("**Buenaventura**"),

with each a "**party**" and collectively referred to herein as the "**parties**".

CONTEXT:

A. The parties hereto have previously entered into a share purchase agreement dated as of October 26, 2020 (the "**Agreement**") whereby, among other things, Bullet Holdco and Magnolia will sell to Origin Subco, and Origin Subco will purchase from Bullet Holdco and

Magnolia, all of the issued and outstanding shares of Buenaventura (the "**Buenaventura Shares**") as further outlined in the Agreement.

B. The TSX Venture Exchange has imposed a minimum price at which common shares of Origin may be issued to Bullet Holdco and Magnolia (or as Bullet Holdco and Magnolia may otherwise jointly direct in writing) as consideration for the Buenaventura Shares (the "**TSXV Condition**").

C. The parties have agreed to make certain changes to the Agreement to satisfy the TSXV Condition and ensure the Closing, as set out herein.

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, it is hereby agreed among the parties as follows:

1. **Origin Share Consideration**

The Agreement is hereby amended by revising paragraph 1.1.71 and Sections 2.2.1, 2.2.3, and 2.2.4 of the Agreement as follows:

1.1.71 "**Origin Offering Price**" means the subscription price per Security, or unit of Securities of Origin issued pursuant to the Origin Offering, converted to United States dollars. To the extent that the Origin Offering Price is less than the United States dollar equivalent of $0.18 (the "**Minimum Price**"), the Origin Offering Price shall be deemed to be the Minimum Price.

....

Cash Consideration

2.2.1 The cash consideration payable by Origin for the Purchased Shares (the "**Cash Consideration**") shall be paid in accordance with the following terms:

...

2.2.1.2 US$615,000, payable by Origin as directed by the vendor(s) by bank draft, certified cheque or wire transfer of immediately available funds on the later of: (i) the date of this Agreement; and (ii) the date that is five (5) Business Days after receipt from the Exchange of conditional approval for ~~the~~ Transactions; and

2.2.1.3 US$360,000, payable by Origin as directed by the vendor(s), on or before the Closing Date~~.~~; and

2.2.1.4 if the Origin Offering Price is less than the Minimum Price, an amount in United States dollars, payable by Origin as directed by the vendor(s), on or before the date on which Origin Securities are to be issued pursuant to Sections 2.2.2 below, equal to:

$$\left(\text{US\$3,000,000} - \frac{\text{Origin Offering Price x US\$3,000,000}}{\text{Minimum Price}}\right)$$

2.2.1.5 if the 30 day VWAP calculated in accordance with Section 2.2.3 and converted to United States dollars ("**Tranche 2 VWAP**") is less than the Minimum Price, an amount in United States dollars, payable by Origin as directed by the vendor(s), on or before the date on which Origin Shares are to be issued pursuant to Section 2.2.3, equal to:

$$\left(\text{US\$2,500,000} - \frac{\text{Tranche 2 VWAP x US\$2,500,000}}{\text{Minimum Price}}\right)$$

2.2.1.6 if the 30 day VWAP calculated in accordance with Section 2.2.4 and converted to United States dollars ("**Tranche 3 VWAP**") is less than the Minimum Price, an amount in United States dollars, payable by Origin as directed by the vendor(s), on or before the date on which Origin Shares are to be issued pursuant to Section 2.2.4, equal to:

$$\left(\text{US\$2,500,000} - \frac{\text{Tranche 3 VWAP x US\$2,500,000}}{\text{Minimum Price}}\right)$$

Origin Share Consideration

...

2.2.3 On the date that is one year following the date of this Agreement, and subject to applicable Exchange approval, Origin will issue such number of Origin Shares to Bullet Holdco and Magnolia (or as Bullet Holdco and Magnolia may otherwise jointly direct in writing) as is equal to US$2,500,000 divided by the greater of: (i) the 30 day VWAP calculated at such issuance date, converted to United States dollars, and (ii) the Minimum Price; and

2.2.4 On the date that is two years following the date of this Agreement, and subject to applicable Exchange approval, Origin will issue such number of Origin Shares to Bullet Holdco and Magnolia (or as Bullet Holdco and Magnolia may otherwise jointly direct in writing) as is equal to US$2,500,000 divided by the greater of: (i) the 30 day VWAP calculated at such issuance date, converted to United States dollars, and (ii) the Minimum Price.

2. **Defined Terms**

Capitalized words and phrases used but not defined herein have the meanings attributed to them in the Agreement.

3. **Full Force and Effect**

Except as amended by this Amending Agreement, the Agreement remains in full force and effect and is binding on each of the parties to this Amending Agreement.

4. **Governing Law**

This Amending Agreement is governed by, and is to be construed and interpreted in accordance with, the Laws of the Province of Ontario and the Laws of Canada applicable in that Province (without regard to conflict of law principles).

5. **Payment and Currency**

Any money to be advanced, paid or tendered by any party under this Amending Agreement must be advanced, paid or tendered by bank draft, certified cheque or wire transfer of immediately available funds payable to the Person to whom the amount is due (unless otherwise directed in writing). Unless otherwise specified, the word "dollar" and the "$" sign refer to Canadian currency, and all amounts to be advanced, paid, tendered or calculated under this Amending Agreement are to be advanced, paid, tendered or calculated in Canadian currency. Unless otherwise specified, any foreign exchange calculation to be made pursuant to this Amending Agreement will be based on the Bank of Canada's closing foreign exchange rate for the applicable currency for the three Business Days prior to the date of the applicable calculation.

6. **Certain Rules of Interpretation**

The rules of interpretation set out in Section 1.2 of the Agreement apply, *mutatis mandis*, to this Amending Agreement.

7. **Severability**

Each Section of this Amending Agreement is distinct and severable. If any Section of this Amending Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect:

a. the legality, validity or enforceability of the remaining Sections of this Amending Agreement, in whole or in part; or

b. the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

8. **Amendment and Waiver**

No amendment, discharge, restatement, supplement, termination or waiver of this Amending Agreement or any Section of this Amending Agreement is binding unless it is in writing and executed by each party. No waiver of, failure to exercise or delay in exercising, any Section of this Amending Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

9. **Further Assurances**

The parties covenant and agree to sign such other papers, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Amending Agreement and every part thereof.

10. **Assignment and Enurement**

Neither this Amending Agreement nor any right or obligation under this Amending Agreement may be assigned by any party without the prior written consent of the other parties. This Amending Agreement enures to the benefit of and is binding upon the parties and their respective Successors.

11. **Time of Essence**

Time is of the essence in all respects of this Amending Agreement.

12. **Creation and Use of Electronic Document**

This Amending Agreement and any counterpart of it may be created, provided, received, retained and otherwise used, and will be accepted, in any digital, electronic or other intangible form.

13. **Counterparts and Electronic Delivery**

This Amending Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by email or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

Each of the parties has executed and delivered this Amending Agreement as of the date noted at the beginning of this Amending Agreement.

ORIGIN GOLD CORPORATION

Per: <signed> Jaime Lalinde
Name: Jaime Lalinde
Title: President & Chief Executive Officer

Each of the parties has executed and delivered this Amending Agreement as of the date noted at the beginning of this Amending Agreement.

BULLET HOLDING CORP.

Per: <signed> Robert W. Allen
Name: Robert W. Allen
Title: President

MAGNOLIA CAPITAL LLC

Per: <signed> Robert W. Neill
Name: Robert W. Neill
Title: Manager

INVERSIONES GALAPAGOS S.A.S.

Per: <signed> Alicia Ospina Jaramillo
Name: Alicia Ospina Jaramillo
Title: Legal Representative

MINERALES OTU S.A.S.

Per: <signed> Robert W. Neill
Name: Robert W. Neill
Title: Legal Representative

BUENAVENTURA GOLD, INC.

Per: <signed> Alvaro Aguilar Alfu
Name: Alvaro Aguilar Alfu
Title: President