

**ST CHARLES RESOURCES INC.**

- and -

**EASTERN RESOURCES (UK) LTD.**

- and -

**EASTERN RESOURCES OOD**

- and -

**THE SECURITYHOLDERS OF EASTERN RESOURCES OOD  
SET FORTH IN SCHEDULE "A" ATTACHED HERETO**

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**BUSINESS COMBINATION AGREEMENT**

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January 31, 2023

## TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS.....	2
ARTICLE 2 THE QUALIFYING TRANSACTION.....	6
ARTICLE 3 REPRESENTATIONS AND WARRANTIES.....	8
ARTICLE 4 COVENANTS .....	8
ARTICLE 5 CONDITIONS .....	15
ARTICLE 6 SURVIVAL OF REPRESENTATIONS AND WARRANTIES .....	21
ARTICLE 7 AMENDMENT AND TERMINATION.....	22
ARTICLE 8 CLOSING ARRANGEMENTS.....	22
ARTICLE 9 APPOINTMENT OF EASTERN RESOURCES.....	25
ARTICLE 10 GENERAL .....	26
SCHEDULE "A" LIST OF EASTERN RESOURCES SECURITYHOLDERS.....	1
SCHEDULE "B" REPRESENTATIONS AND WARRANTIES RELATED TO EASTERN RESOURCES.....	1
SCHEDULE "C" REPRESENTATIONS AND WARRANTIES OF ST CHARLES AND ACQUIRECO.....	1
SCHEDULE "D" REPRESENTATIONS AND WARRANTIES OF THE VENDORS.....	1
SCHEDULE "E" KUTEL GOLD PROPERTY DESCRIPTION .....	1
SCHEDULE "F" KOSTILKOVO GOLD PROPERTY DESCRIPTION .....	4
SCHEDULE "G" REPRESENTATION LETTER FOR ACCREDITED INVESTORS .....	1
SCHEDULE "H" NON-RESIDENT REPRESENTATION LETTER (RESIDENTS OF JURISDICTIONS OTHER THAN CANADA AND THE UNITED STATES).....	2
SCHEDULE "I" EASTERN RESOURCES TITLE OPINIONS FOR EACH PROPERTY .....	2

## **BUSINESS COMBINATION AGREEMENT**

**THIS AGREEMENT** made as of the 31<sup>st</sup> day of January, 2023.

### **BETWEEN:**

**ST CHARLES RESOURCES INC.**, a company existing under the laws of the Province of Ontario

(hereinafter referred to as “**St Charles**”)

- and –

**EASTERN RESOURCES (UK) LTD.**, a company existing under the laws of England

(hereinafter referred to as “**AcquireCo**”)

- and -

**EASTERN RESOURCES OOD**, a company existing under the laws of Bulgaria

(hereinafter referred to as “**Eastern Resources**”)

- and -

**THE SECURITYHOLDERS OF EASTERN RESOURCES OOD SET FORTH IN EXHIBIT “A” ATTACHED HERETO**

(hereinafter referred to as the “**Vendors**”)

(the above parties being collectively referred to as the “**Parties**” and individually as a “**Party**”).

**WHEREAS** St Charles is a reporting issuer in the Provinces of British Columbia, Alberta, Saskatchewan and Ontario pursuant to Securities Laws (as defined herein) whose common shares are listed on the TSX Venture Exchange (the “**Exchange**”);

**AND WHEREAS** the Vendors are the registered owners of all 35 (thirty-five) common shares with an aggregate nominal value of BGN 680,530 (six hundred eighty thousand five hundred and thirty Bulgarian Levs) in the share capital of Eastern Resources (each an “**Eastern Resources Share**”), in the amounts set forth opposite their respective names in the attached Schedule “A”;

**AND WHEREAS**, subject to the terms and conditions hereinafter set forth and in furtherance of the completion of the Qualifying Transaction (as defined herein), St Charles proposes to cause its wholly-owned subsidiary, AcquireCo, to acquire from the Vendors all Eastern Resources Shares and each Vendor proposes to sell, assign and transfer all of its respective Eastern Resources Shares to AcquireCo in exchange for common shares in the capital of St Charles (each, a “**Resulting Issuer Share**”);

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the respective covenants herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties agrees as follows:

## **ARTICLE 1 DEFINITIONS**

1.1 In addition to the words and phrases defined in the recitals or elsewhere in this Agreement, as used in this Agreement, in any exhibit hereto, in any documents to be executed and delivered pursuant to this Agreement and in any documents executed and delivered in connection with the completion of the transactions contemplated herein, the following words and phrases shall have the following meanings, respectively:

**"Affiliate"** has the meaning ascribed thereto in the OBCA;

**"Agreement"** means this business combination agreement as the same may be supplemented or amended from time to time;

**"Applicable Law"** means (i) any applicable domestic or foreign law including any statute, subordinate legislation or treaty, and (ii) any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or decree of a Governmental Authority having the force of law;

**"Business Day"** means a day other than a Saturday, Sunday or day on which the chartered banks are closed in the City of Toronto;

**"Closing"** means the completion of the Qualifying Transaction pursuant to and in accordance with this Agreement at the Closing Time;

**"Closing Date"** means the date of the Closing, which shall be five (5) Business Days following the satisfaction or waiver of all conditions to the obligations of the Parties of Closing (other than conditions that are satisfied with respect to actions the respective Parties will take at the Closing itself), or such other date as Eastern Resources and St Charles may mutually agree, acting reasonably;

**"Closing Time"** means the time on the Closing Date as may be agreed to by St Charles and Eastern Resources;

**"Confidential Information"** has the meaning set forth in Section 10.2 hereof;

**"Consideration Agreement"** has the meaning set forth in Section 5.1(n) hereof;

**"Controlling Shareholders"** means Seefin Capital OOD, Balkan Mineral and Discovery EOOD and GEOPS Bolkan Drilling Services EOOD;

**"Disclosure Document"** means a filing statement of St Charles in the form and substance required by the Exchange, providing disclosure with respect to the Resulting Issuer in accordance with the Policy in connection with the Qualifying Transaction;

**"Eastern Resources Financial Statements"** means collectively, (a) the audited financial statements of Eastern Resources for the for years ended December 31, 2021 and December 31, 2020, (b) the unaudited interim financial statements for the nine-months ended September 30, 2022, and (c) such additional financial statements as may be required by the Exchange to be included in the Disclosure Document;

**“Eastern Resources Shares”** has the meaning set forth in the recitals to this Agreement;

**“Environmental Law”** means any Applicable Law relating to the environment including, but not limited to, those pertaining to (i) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances, and (ii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances;

**“Exchange”** means the TSX Venture Exchange Inc.;

**“Exchange Policies”** means the applicable rules, regulations, policies and forms of the Exchange;

**“Governmental Authority”** means any government, parliament, legislature, regulatory authority (including any Securities Commission or stock exchange), governmental department, agency, commission, board, tribunal, crown corporation, court or other law, rule or regulation-making entity having jurisdiction or exercising executive, legislative, judicial, regulatory or administrative powers on behalf of any federation or nation, or any province, territory, state or other subdivision thereof or any municipality, district or other subdivision thereof;

**“Hazardous Substance”** means any substance or material defined under Environmental Laws that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws;

**“IFRS”** means International Financial Reporting Standards as adopted by the International Accounting Standards Board;

**“International Jurisdiction”** means a country other than Canada or the United States;

**“Kostilkovo Gold Property”** means the Kostilkovo Gold Project, as more particularly as set out in Schedule “F” and described in the Kostilkovo Gold Technical Report;

**“Kostilkovo Gold Technical Report”** means a technical report for the Kostilkovo Gold Property, prepared in accordance with the requirements of NI 43-101;

**“Kutel Gold Property”** means the Kutel Gold Project, as more particularly as set out in Schedule “E” and described in the Kutel Gold Technical Report;

**“Kutel Gold Technical Report”** means a technical report for the Kutel Gold Property, prepared in accordance with the requirements of NI 43-101;

**“Material Adverse Effect”** means, in respect of any entity, any one or more changes, events or occurrences which, either individually or in the aggregate, is, or would reasonably be expected to be, material and adverse to the business, operations, results of operations, assets, capital, property, obligations (whether absolute, accrued, conditional or otherwise), liabilities or financial condition of that entity and its Subsidiaries taken as a whole, or which prevent, materially delay or materially impede that entity from performing its respective obligations under this Agreement or materially impede the consummation of the transactions contemplated by this Agreement, other than any change, event or occurrence: (i) affecting the mining industry or commodity prices in general; (ii) in or relating to general political, economic, financial or capital market conditions (including any reduction in market indices); (iii) in or relating to IFRS or regulatory accounting requirements; (iv) in or relating to any change in Applicable Laws or any interpretation, application or non-application thereof by any Government Authority (v) relating to the

commencement or continuation of any epidemic, pandemic (including COVID-19) or other outbreak of illness or public health event affecting Canada or Bulgaria, including the escalation or worsening thereof, and including any measures introduced by any Governmental Authority of thereof to address such epidemic, pandemic or other outbreak or public health event; (vi) relating to or resulting from the execution, announcement or performance of this Agreement or the consummation of the transactions contemplated herein, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of Eastern Resources with any of its employees, suppliers or partners arising from such execution, announcement, performance or consummation; (v) in or relating to general economic, business or regulatory conditions or in financial, credit, currency, securities or commodities markets globally or in any national or subdivision thereof; or (vii) any action taken by a Party that is expressly required by this Agreement or otherwise authorized in writing by the other Party or Parties to this Agreement; provided, however, that such effect referred to in clause (i) to (iv) above does not have a disproportionate effect on that entity and its Subsidiaries (taken as a whole) compared to other companies of similar size operating in the same industry;

“**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

“**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;

“**OBCA**” means the *Business Corporations Act* (Ontario), as the same has been and may hereafter from time to time be amended, including the regulations promulgated thereunder;

“**Outside Date**” means February 28, 2023 or such other date as the Parties may mutually agree;

“**Payment Ratio**” has the meaning set forth in Section 2.1(b) hereof;

“**Payment Shares**” has the meaning set forth in Section 2.1(b) hereof;

“**Person**” means a natural person, firm, corporation, trust, partnership, joint venture, governmental body or agency or association;

“**Policy**” means Policy 2.4 of the Exchange – *Capital Pool Companies*;

“**Properties**” means, collectively, the Kostilkovo Gold Property and the Kutel Gold Property;

“**Purchase Price**” has the meaning set forth in Section 2.1(b) hereof;

“**Qualifying Transaction**” means the business combination between St Charles, AcquireCo, the Vendors and Eastern Resources, whereby St Charles will cause AcquireCo to acquire from the Vendors all of the Eastern Resources Shares in consideration of the issuance to the Vendors of the Payment Shares, and which will include the Resulting Director appointments and which will constitute the “Qualifying Transaction” of St Charles within the meaning of the Policy;

“**Release**” means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;

“**Representation Letter**” has the meaning ascribed in Section (h) of Schedule “D” attached hereto.

“**Representatives**” means the directors, officers, employees and agents of a Person or any Affiliate thereof;

**“Resulting Directors”** means the board of directors of St Charles to be appointed concurrently with the completion of the Qualifying Transaction, to consist up to six (6) members as set out in Section 2.1(d);

**“Resulting Issuer”** means St Charles following the completion of the Qualifying Transaction;

**“Resulting Issuer Escrow Agreement”** means the escrow agreement to be dated as of the Closing Date among the Resulting Issuer, TSX Trust Company and certain security holders of the Resulting Issuer in compliance with the requirements of the Exchange, with the securities subject to such agreement to be released as determined by the Exchange;

**“Resulting Issuer Shares”** has the meaning set forth in the recitals to this Agreement;

**“Resulting Issuer Share Compensation Plan”** means the share compensation plan of the Resulting Issuer to be adopted by the Resulting Issuer, which shall be drafted in a manner that ensures stock options previously issued to those directors and officers of St Charles resigning at or prior to Closing will not expire until the day that is twelve (12) months from the completion of the Qualifying Transaction;

**“Securities Act”** means the *Securities Act* (Ontario) and the regulations thereunder, as from time to time amended;

**“Securities Commissions”** means, collectively, the British Columbia Securities Commission, the Alberta Securities Commission, the Financial and Consumer Affairs Authority of Saskatchewan and the Ontario Securities Commission;

**“Securities Laws”** means, collectively, the securities laws of the Provinces of British Columbia, Alberta, Saskatchewan and Ontario and the regulations and rules made and forms prescribed thereunder, together with all applicable multilateral or national instruments, published policy statements, blanket orders, rulings and notices of the Securities Commissions, and together with all policies, rules and regulations of the Exchange;

**“Share Exchange”** means the purchase by AcquireCo of the Eastern Resources Shares in exchange for the Payment Shares, as more particularly described in Section 2.1 herein;

**“Share Transfer Agreement”** has the meaning set forth in Section 8.2(b) hereof;

**“St Charles Financial Statements”** means, collectively, (a) the audited financial statements of St Charles for the for the period from July 16, 2021 (date of incorporation) ending December 31, 2021, (b) the unaudited interim financial statements for the nine-months ended September 30, 2022, and (c) such additional financial statements as may be required to be included in the Disclosure Document;

**“St Charles Options”** means, collectively, (a) the 2,736,000 options of St Charles granted to the directors and officers of St Charles, each such option entitling the holder thereof to purchase one St Charles Share at an exercise price of \$0.10 per St Charles Share until April 27, 2027; and (ii) the 2,000,000 options of St Charles granted to iA Private Wealth, each such option entitling the holder thereof to purchase one St Charles Share at an exercise price of \$0.10 per St Charles Share until April 26, 2027;

**“St Charles Public Disclosure Record”** means all documents and information filed by St Charles under applicable Securities Laws on the System for Electronic Document Analysis

Retrieval (SEDAR) during the period commencing on July 16, 2021 (date of incorporation) and ending at the Closing Date, which are publicly available;

“**St Charles Shares**” means the common shares in the capital of St Charles;

“**St Charles Shareholder**” means a holder of St Charles Shares;

“**Subsidiary**” has the meaning ascribed thereto in the OBCA;

“**Taxes**” means all taxes, duties, assessments, imposts and levies however denominated, including any interest, penalties, fines, successor liabilities or other additions that may become payable in respect thereof, imposed by any Governmental Authority in Canada, including those levied on, measured by, or referred to as, income, capital, gross receipts, profits (including, but not limited to, federal income taxes and provincial income taxes), payroll and employee withholding, unemployment insurance, social insurance taxes, sales and use taxes, ad valorem taxes, excise taxes, franchise taxes, business licence taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which a Party is required to pay, withhold, remit or collect; “**Tax Act**” means the *Income Tax Act* (Canada), as the same may be amended from time to time, and includes any regulations thereto;

“**Tax Returns**” means all returns, declarations, reports, information returns and statements filed or required to be filed with any taxing authority relating to Taxes;

“**to the knowledge**” or similar expressions when referring to St Charles, the Vendors or Eastern Resources means the actual knowledge of the directors and executive officers of St Charles, the Vendors or Eastern Resources (as applicable), as the case may be after reasonable inquiry of internal personnel and documents, and, when referring to an individual, the actual knowledge of such individual, and, in either case, the actual knowledge that any such person should have acquired upon such reasonable inquiry;

“**U.S. Person**” has the meaning ascribed to such term in Rule 902(k) of Regulation S under the U.S. Securities Act;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

“**United States**” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia; and

“**Vendors**” means all the holders of the Eastern Resources Shares.

## **ARTICLE 2 THE QUALIFYING TRANSACTION**

### **2.1 Transaction Items**

- (a) **Share Exchange.** Subject to the terms and conditions hereof, AcquireCo hereby agrees to purchase at the Closing, all Eastern Resources Shares owned by each of the Vendors, and each of the Vendors severally agrees to sell, assign and transfer to AcquireCo at the Closing all such Eastern Resources Shares in consideration of the Purchase Price. AcquireCo and the Vendors shall sign such documents as are necessary in order to give each Party the entirety of the rights, obligations and benefits of the Share Exchange



under this Agreement and in accordance with the terms of this Agreement.

- (b) **Payment of Purchase Price.** The purchase price (the “**Purchase Price**”) payable by AcquireCo to the Vendors for their respective Eastern Resources Shares shall be deemed to be \$95,238 per Eastern Resources Share so acquired (equal to a total Purchase Price of \$3,333,330 for 100% of the Eastern Resources Shares) and the Purchase Price will be satisfied in full by the issuance by St Charles, on behalf of AcquireCo, to each Vendor at the Closing Time, of 952,380 Resulting Issuer Shares (the “**Payment Shares**”) at a deemed price of \$0.10 per Payment Share for each one (1) Eastern Resources Share held (the “**Payment Ratio**”), resulting in an aggregate 33,333,300 Payment Shares to be issued in exchange for 100% of the Eastern Resources Shares. For avoidance of doubt, the allocation of the Purchase Price and the Payment Shares between the Vendors will be made in accordance with Schedule "A" attached hereto.
- (c) **Escrow and Resale Requirements.** Each of the Vendors acknowledges that the Exchange may require certain of the Payment Shares issuable pursuant to this Agreement (i) to be held in escrow pursuant to Exchange Policies and, as contemplated in Subsection 5.3(l) hereof, each Vendor whose Payment Shares are subject to such escrow will execute and deliver the Resulting Issuer Escrow Agreement in the form required by the Exchange; or (ii) to be subject to certain “*Seed Share Resale Restrictions*” as contemplated in the Exchange Policies and the certificate(s) representing such Vendor’s Payment Shares shall include a legend setting forth any such restrictions.
- (d) **Resulting Director Appointments.** At Closing, the Parties hereby acknowledge and agree that the following individuals, being the Resulting Directors, will be appointed officers and directors of the Resulting Issuer:

**Officers:**

Executive Chairman: James Crombie

President and Chief Executive Officer: Sean Hasson

Chief Financial Officer and Corporate Secretary: Jeff Pennock

**Directors:**

James Crombie

Sean Hasson

Colin Jones

Laurie Marsland

Dr. Mihaela Barnes

Vanessa Cook.

- (e) **Cessation of Shareholder Rights.** Each of the Vendors acknowledges and confirms that, upon the completion of the purchase and sale of the Eastern Resources Shares pursuant to the terms of this Agreement and receipt by each Vendor of the Payment

Shares to which it is entitled pursuant to the Share Exchange, (i) each Vendor shall have assigned all of its rights as a shareholder of Eastern Resources; and (ii) all rights with respect to the Vendor's Eastern Resources Shares, including, without limitation, any rights to dividends, distributions, receipt of notices and voting shall immediately cease and terminate on the Closing Date, except only the right of the Vendors to receive the Payment Shares in exchange therefor as contemplated in this Agreement.

## 2.2 General

- (a) **Fractional Shares.** No fraction of a Payment Share will be issued by virtue of the Qualifying Transaction, and no certificates or other electronic evidence for any fractional shares shall be issued. Any entitlement to a fractional Payment Share by virtue of the Qualifying Transaction will be rounded up to the next whole share if 0.5 or over and rounded down if less than 0.5.

## ARTICLE 3 REPRESENTATIONS AND WARRANTIES

- 3.1 **Representations and Warranties related to Eastern Resources.** Eastern Resources represents and warrants to and in favour of St Charles as set out in Schedule "B" hereto and acknowledges that St Charles is relying upon the same in connection with the entering into of this Agreement and the completion of the Qualifying Transaction. Each of the representations and warranties of Eastern Resources set out in Schedule "B" shall be deemed to be representations and warranties of each of the Controlling Shareholders on a joint and several basis, and each Controlling Shareholder acknowledges that St Charles is relying upon the same in connection with the entering into of this Agreement and the completion of the Qualifying Transaction.
- 3.2 **Representations and Warranties of St Charles and AcquireCo.** St Charles and AcquireCo jointly and severally represent and warrant to and in favour of Eastern Resources and the Vendors as set out in Schedule "C" and acknowledges that such Parties are relying upon the same in connection with the entering into of this Agreement and the completion of the Qualifying Transaction.
- 3.3 **Representations and Warranties of the Vendors.** Each Vendor, severally with respect to itself only and not in respect of any other Vendor and not jointly or jointly and severally with any other Vendor, represents and warrants to and in favour of St Charles as set out in Schedule "D" and acknowledges that St Charles is relying upon the same in connection with the entering into of this Agreement and the completion of the Qualifying Transaction.

## ARTICLE 4 COVENANTS

- 4.1 **Positive Covenants of Eastern Resources.** Until the earlier of the Closing of the Qualifying Transaction on the Closing Date or the day upon which this Agreement is terminated in accordance with Section 7.2, Eastern Resources shall:
- (a) use its commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to the obligations of St Charles hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws and regulations to complete the Qualifying transaction in accordance with the terms of this Agreement;

- (b) provide commercially reasonable assistance to St Charles in making an application to the Exchange and take such actions as are required to receive, in a timely manner, Exchange approval of the Qualifying Transaction, including, without limitation, the issuance and listing on the facilities of the Exchange of the Payment Shares;
- (c) cooperate with St Charles in the preparation of any press release in connection with the Qualifying Transaction contemplated by this agreement, provided, however, that nothing contained herein shall prohibit Eastern Resources, following notification to St Charles, from making any disclosure which is required by Applicable Law; if any such press release or public announcement is so required, Eastern Resources shall consult with St Charles prior to making such disclosure, and the Parties shall use all reasonable efforts, acting in good faith, to agree upon a text for such disclosure which is satisfactory to both Parties;
- (d) conduct and operate its business and affairs only in the ordinary course consistent with past management practice and use commercially reasonable efforts to preserve its business organization, goodwill, mineral property interests, permits and material business relationships with other persons;
- (e) promptly notify each of the other Parties if any of the representations and warranties made by it in this Agreement ceases to be true, accurate and complete in any material respect and of any failure to comply in any material respect with any of its obligations in this Agreement;
- (f) furnish promptly to St Charles a copy of any notice, report or other document or communication delivered, filed or received by Eastern Resources in connection with the Qualifying Transaction, including any filings under Applicable Laws and any dealings with any regulatory or Governmental Authorities in connection with or in any way affecting the transactions contemplated herein;
- (g) take all necessary corporate action and proceedings to approve and authorize the Qualifying Transaction;
- (h) timely file with applicable regulatory authorities all reports and other documents required to be filed by Eastern Resources under Securities Laws. All such reports and documents (i) shall not, as of the date of such filing, contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (ii) shall comply as to form, in all material respects, with the applicable rules and regulations of the applicable regulatory authorities. Eastern Resources agrees to provide to St Charles copies of all reports and other documents filed under the Securities Laws with applicable regulatory authorities by it between the date hereof and the Closing Date, to the extent such reports and other documentation are not publicly available on SEDAR, as soon as reasonably practicable after the date such reports or other documents are filed with the Applicable regulatory authorities;
- (i) provide commercially reasonable assistance to St Charles in the preparation of the Disclosure Document and any other reports or filings to be filed under Securities Laws; all information relating to Eastern Resources and contained in the Disclosure Document or such reports or filings shall be complete and accurate in all material respects as at the date of the Disclosure Document, shall not contain any misrepresentation or untrue statement of a material fact or omit to state a material fact with respect to Eastern Resources that is required to be stated in the Disclosure Document and necessary to

make any statement that it contains not misleading in light of the circumstances in which it is made;

- (j) make other necessary filings and applications under Applicable Laws required on its part in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such Applicable Laws;
- (k) subject to the terms hereof, deliver and cause to be delivered all closing deliveries as may be required to be delivered by it pursuant to this Agreement;
- (l) subject to Applicable Laws, not to take any action (or permit others to take any action where having the power to do so), and to refrain from taking any action (and to cause others to refrain from taking any action where having the power to do so), that is inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Qualifying Transaction;
- (m) subject to Applicable Laws, (i) to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable to complete the Qualifying Transaction in accordance with the terms of this Agreement; and, (ii) without limiting the generality of the foregoing, in the event that any person seeks to prevent, delay or hinder implementation of all or any portion of the Qualifying Transaction or seeks to invalidate all or any portion of this Agreement, Eastern Resources shall use its commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the Parties to complete the Qualifying Transaction;
- (n) use commercially reasonable efforts to deliver and cause to be delivered to St Charles consents to act duly completed by each of the proposed directors of the Resulting Issuer; and
- (o) use commercially reasonable efforts to deliver and cause to be delivered to the Exchange and St Charles the applicable personal information forms required by the Exchange duly completed by each of the proposed directors and officers of the Resulting Issuer.

4.2 **Positive Covenants of the Vendors.** Until the earlier of the completion of the Qualifying Transaction on the Closing Date or the day upon which this Agreement is terminated in accordance with Section 7.2, each of the Vendors shall on a several (and not joint nor joint and several) basis:

- (a) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to the obligations of St Charles hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable required of such Vendor under Applicable Laws and regulations to complete the Qualifying Transaction in accordance with the terms of this Agreement;
- (b) subject to Applicable Laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Qualifying Transaction;
- (c) promptly notify each of the other Parties if any of the representations and warranties made by it in this Agreement ceases to be true, accurate and complete in any material

respect and of any failure to comply in any material respect with any of its obligations in this Agreement;

- (d) execute and deliver, as applicable, the Resulting Issuer Escrow Agreement in respect of the Payment Shares to be received by such Vendor as the Exchange may require;
- (e) file with the Exchange the personal information forms required from it and use commercially reasonable efforts to satisfy any comments from the Exchange in respect of such personal information forms;
- (f) consents to, and assist Eastern Resources and St Charles with, the filing by St Charles from time to time of any reports or other documents required by any Securities Commissions or the Exchange with respect to its receipt of Payment Shares pursuant to this Agreement; and
- (g) subject to the terms hereof, deliver and cause to be delivered all closing deliveries required to be delivered by it pursuant to this Agreement.

4.3 **Restrictive Covenants of Eastern Resources.** Eastern Resources hereby covenants and agrees that it will not, from the date hereof to and including the Closing Date, except in connection with the Qualifying Transaction contemplated by this Agreement or with the prior written consent of St Charles (such consent not to be unreasonably withheld):

- (a) declare, pay or set aside any dividends or provide for any distribution of its properties or assets, or make any payment by way of return of capital, to its shareholders;
- (b) split, combine or reclassify any outstanding shares;
- (c) enter into any agreement, except in the ordinary course of its business;
- (d) redeem, purchase or offer to purchase any of its shares or other securities;
- (e) reorganize, amalgamate or merge with any other Person in any manner whatsoever, other than as may be necessary in order to give effect to the Qualifying Transaction (and excluding any internal reorganizations);
- (f) acquire or agree to acquire (by merger, amalgamation, acquisition of securities or assets or otherwise) any Person or any assets or properties other than in the ordinary course of its business;
- (g) incur or commit to incur any indebtedness for borrowed money or issue any debt securities;
- (h) issue or commit to issue any shares, rights, warrants or options to purchase such shares, or any securities convertible into such shares, warrants or options, except pursuant to the terms of securities outstanding on the date hereof;
- (i) alter or amend in any way its constating documents or by-laws as the same exist at the date of this Agreement;
- (j) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Eastern Resources;

- (k) take any action which would be outside the ordinary course of business or which may reasonably be expected to result in a Material Adverse Effect on Eastern Resources;
- (l) purchase, or otherwise acquire, any business or asset;
- (m) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets;
- (n) enter into any transaction with or make payments to a party with which it does not deal at arm's length;
- (o) grant any director, officer or employee any increase in compensation or in severance or termination pay (whether or not such compensation or pay is payable in cash), or enter into any employment or consulting agreement with any such director, officer or employee, or hire or promote any such person; or
- (p) perform any act or enter into any transaction or negotiation which might reasonably be expected to materially adversely interfere or materially impede with the consummation of the transactions contemplated under this Agreement.

4.4 **Positive Covenants of St Charles.** Until the earlier of the completion of the Qualifying Transaction on the Closing Date or the day upon which this Agreement is terminated in accordance with Section 7.2, St Charles (and, where applicable, AcquireCo) shall:

- (a) use its commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to the obligations of Eastern Resources and the Vendors hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable required of St Charles under Applicable Laws and regulations to complete the Qualifying Transaction in accordance with the terms of this Agreement; Without limiting the generality of the foregoing, in the event that any person seeks to prevent, delay or hinder implementation of all or any portion of the Qualifying Transaction or seeks to invalidate all or any portion of this Agreement, St Charles shall use its commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the Parties to complete the Qualifying Transaction;
- (b) with the commercially reasonable assistance of Eastern Resources, make application to the Exchange and take such actions as are required to receive, in a timely manner, Exchange approval of the Qualifying Transaction, including, without limitation, the issuance and listing on the facilities of the Exchange of the Payment Shares;
- (c) prepare any press release in connection with the Qualifying Transaction contemplated by this Agreement, provided, however, that the reasonable comments of Eastern Resources are taken into account and that nothing contained herein shall prohibit St Charles, following notification to Eastern Resources, from making any disclosure which is required by Applicable Law; If any such press release or public announcement is so required, St Charles shall consult with Eastern Resources prior to making such disclosure, and the Parties shall use all reasonable efforts, acting in good faith, to agree upon a text for such disclosure which is satisfactory to both Parties;
- (d) use commercially reasonable efforts to, (i) obtain approval of the Qualifying Transaction from the Exchange; (ii) prepare and provide all documents requested by the Exchange;

and (iii) respond to all queries and address all deficiencies identified by the Exchange in a timely manner;

- (e) subject to Applicable Laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Qualifying Transaction;
- (f) conduct and operate its business and affairs only in the ordinary course consistent with past management practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons;
- (g) promptly notify each of the other Parties if any of the representations and warranties made by it in this Agreement ceases to be true, accurate and complete in any material respect and of any failure to comply in any material respect with any of its obligations in this Agreement;
- (h) furnish promptly to Eastern Resources a copy of each notice, report, schedule or other document or communication delivered, filed or received by St Charles in connection with:
  - (i) the Qualifying Transaction; (ii) any filings under Applicable Laws; and (iii) any dealings with regulatory agencies or Governmental Authorities in connection with the transactions contemplated herein;
- (i) take all necessary corporate action and proceedings to approve and authorize the Qualifying Transaction;
- (j) timely file with applicable regulatory authorities all reports and other documents required to be filed by St Charles under Securities Laws; all such reports and documents (i) shall not, as of the date of such filing, contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (ii) shall comply as to form, in all material respects, with the applicable rules and regulations of the applicable regulatory authorities; St Charles agrees to provide to Eastern Resources with copies of all reports and other documents filed under the Securities Laws with applicable regulatory authorities by it between the date hereof and the Closing Date, to the extent such reports and other documentation are not publicly available on SEDAR, as soon as reasonably practicable after the date such reports or other documents are filed with the Applicable regulatory authorities;
- (k) with the assistance of Eastern Resources, prepare a Disclosure Document, and all information relating to St Charles contained in the Disclosure Document shall be complete and accurate in all material respects as at the date of the Disclosure Document, shall not contain any misrepresentation or untrue statement of a material fact or omit to state a material fact with respect to St Charles that is required to be stated in the Disclosure Document and necessary to make any statement that it contains not misleading in light of the circumstances in which it is made;
- (l) make other necessary filings and applications under Applicable Laws and regulations required on its part in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws;
- (m) if the Qualifying Transaction or any element thereof is required by the Exchange to be approved by St Charles Shareholders, St Charles shall in a timely manner call and

convene a meeting of St Charles Shareholders whereby it shall (i) advise St Charles Shareholders to approve the Resulting Director appointments set out in Section 2.1(d); (ii) solicit proxies from St Charles Shareholders for and in favour of approving such Resulting Directors; (iii) if required by Eastern Resources, acting reasonably, advise St Charles Shareholders to approve a new equity incentive plan proposed by Eastern Resources; and (iv) if required by Eastern Resources or the Exchange, advise St Charles Shareholders to approve a name change to "BULGOLD Inc." or such other name as may be determined by the Resulting Directors;

- (n) except for Mr. James Crombie, obtain the resignations of the directors and officers of St Charles and appoint the Resulting Directors to replace the current slate of St Charles immediately following the Closing;
- (o) subject to the terms hereof, deliver and cause to be delivered all closing deliveries required to be delivered by it pursuant to this Agreement.

4.5 **Restrictive Covenants of St Charles.** St Charles and the AcquireCo each covenants and agrees that it will not, from the date hereof to and including the Closing Date, except as contemplated by this Agreement or with the prior written consent of Eastern Resources (such consent not to be unreasonably withheld):

- (a) declare, pay or set aside any dividends or provide for any distribution of its properties or assets, or make any payment by way of return of capital, to its shareholders;
- (b) split, combine or reclassify any outstanding shares;
- (c) enter into any agreement, except as contemplated herein;
- (d) redeem, purchase or offer to purchase any of its common shares or other securities;
- (e) reorganize, amalgamate or merge with any other Person in any manner whatsoever;
- (f) other than in connection with the Qualifying Transaction, acquire or agree to acquire (by merger, amalgamation, acquisition of securities or assets or otherwise) any Person or any assets or properties other than in the ordinary course of its business;
- (g) incur or commit to incur any indebtedness for borrowed money or issue any debt securities;
- (h) issue or commit to issue any shares, rights, warrants or options to purchase such shares, or any securities convertible into such shares, warrants or options, except pursuant to the issuance of securities issuable pursuant to the terms of securities outstanding on the date hereof and;
- (i) alter or amend in any way its constating documents or by-laws as the same exist at the date of this Agreement;
- (j) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of St Charles or any of its Subsidiaries;
- (k) take any action which would be outside the ordinary course of business or which may result in a Material Adverse Effect on St Charles;
- (l) purchase, or otherwise acquire, any business or asset;



- (m) engage in any business enterprise or other activity;
- (n) enter into any transaction with or make payments to a party with which it does not deal at arm's length;
- (o) grant any director, officer or employee any increase in compensation or in severance or termination pay (whether or not such compensation or pay is payable in cash), or enter into any employment or consulting agreement with any such director, officer or employee, or hire or promote any such person; or
- (p) perform any act or enter into any transaction or negotiation which might materially adversely interfere or materially impede with the consummation of the transactions contemplated under this Agreement.

## **ARTICLE 5 CONDITIONS**

5.1 **Mutual Conditions**. The respective obligations of the Parties hereto to consummate the transactions contemplated herein are subject to the satisfaction, at or before the Closing, of the following conditions any of which may be waived by the mutual consent of St Charles, Eastern Resources and the Vendors without prejudice to their rights to rely on any other or others of such conditions:

- (a) all necessary regulatory approvals shall have been obtained for the consummation of the Qualifying Transaction, including the Exchange's conditional approval to the business combination of St Charles and Eastern Resources and the listing of the Payment Shares, subject in each case to only customary conditions;
- (b) there shall not exist any prohibition at law against, and there shall not be in force any order or decree restraining or enjoining, the completion of the Qualifying Transaction;
- (c) there shall not be threatened in writing, instituted or pending any action or proceeding before any court or Governmental Authority (i) challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, the consummation of the transactions contemplated hereby or seeking to obtain material damages in connection with such transactions, (ii) seeking to prohibit direct or indirect ownership or operation by St Charles of all or a material portion of the Properties of Eastern Resources, or to compel St Charles or Eastern Resources to dispose of or to hold separately all or a material portion of the Properties of Eastern Resources, as a result of the transactions contemplated hereby; (iii) seeking to invalidate or render unenforceable any material provision of this Agreement or any of the other agreements attached as exhibits hereto or contemplated hereby, or (iv) otherwise relating to and materially adversely affecting the Qualifying Transaction contemplated hereby;
- (d) there shall not be any action taken, or any statute, rule, regulation, judgment, order or injunction proposed, enacted, entered, enforced, promulgated, issued or deemed applicable to the transactions contemplated hereby, by any federal, state or other court, or Governmental Authority, that would reasonably be expected to result, directly or indirectly, in any of the consequences referred to in Section 5.1(c);
- (e) the distribution of Payment Shares pursuant to the Share Exchange shall be exempt from prospectus requirements under applicable Securities Laws either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of British

Columbia, Alberta, Saskatchewan and Ontario or by virtue of applicable exemptions under Securities Laws;

- (f) the issuance of all Payment Shares contemplated hereunder to be issued pursuant to this Agreement in the United States or to U.S. Persons shall be exempt from the registration requirements of the U.S. Securities Act and all applicable state securities laws;
- (g) the issuance of all Payment Shares contemplated hereunder to be issued pursuant to this Agreement in an International Jurisdiction shall be exempt from any prospectus, registration or similar requirements under the laws of that International Jurisdiction, and no laws in the International Jurisdiction shall require the Parties to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction in connection with the issuance of the Payment Shares into such International Jurisdiction;
- (h) each Party shall have provided to the other such audited and, in the case of St Charles, pro-forma financial statements required by the Disclosure Documents before January 15, 2023. Notwithstanding the foregoing, in the event that an extension is requested by Eastern Resources, St Charles shall not unreasonably withhold granting an extension to February 15, 2023 provided Eastern Resources has made significant progress to completing this condition;
- (i) St Charles shall have received a title opinion for each of the Properties, in the form and substance of Schedule "I";
- (j) if required by the Exchange, Eastern Resources shall have delivered a sponsor report satisfactory to the Exchange;
- (k) if required by the Exchange, Eastern Resources shall have delivered an independent valuation satisfactory to the Exchange;
- (l) the Exchange shall have approved the Kostilkovo Gold Technical Report and the Kutel Gold Technical Report;
- (m) receipt of all necessary regulatory and third party consents, approvals and authorizations as may be required in respect of the Qualifying Transaction, including without limitation acceptance of the Exchange and approval of the listing of the Resulting Issuer Shares on the Exchange, Securities Commissions approvals, as applicable, will be obtained; all such consents, acceptances and approvals to be on the terms and conditions acceptable to the Parties (each acting reasonably);
- (n) St Charles and the AcquireCo shall have executed an agreement (the "**Consideration Agreement**"), wherein: (i) St Charles agrees to make payment of the Payment Shares on behalf of AcquireCo; (ii) AcquireCo acknowledges the resulting obligation owing to St Charles as a result thereof in the amount of \$3,333,330; and (iii) AcquireCo agrees to issue 33,333,300 ordinary shares to St Charles in satisfaction of such obligation; and
- (o) AcquireCo and Dundee Resources Ltd. will deliver an executed notarized power of attorney, in the form attached to Schedule "J" hereto, before February 15, 2023 whereby each shall appoint a legal representative to sign the Share Transfer Agreement on its own behalf before a notary in Bulgaria;

provided that, if any of the above conditions in this Section 5.1 shall not have been satisfied or waived by the Parties on or before Closing or, if earlier, the date required under this Agreement for the performance thereof, then a Party may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by the Party terminating the Agreement. In the event that the failure to satisfy any one or more of the above conditions precedent results from a default by a Party of its obligations under this Agreement, and if such condition(s) precedent would have been satisfied but for such default, such defaulting Party shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

5.2 **Conditions to Obligations of Eastern Resources and the Vendors.** The obligations of Eastern Resources and the Vendors to complete the Qualifying Transaction are subject to the fulfillment of the following conditions on or before the Closing Date:

- (a) the representations and warranties of St Charles and the AcquireCo contained herein shall be true in all material respects (save and except for any representation or warranty already qualified by materiality, which shall be true and correct in all respects) as of the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, and St Charles and AcquireCo shall have delivered a certificate confirming the same, dated the Closing Date and addressed to Eastern Resources and the Vendors and executed by two senior officers of St Charles or AcquireCo, as the case may be (in each case, to the best of their knowledge having made reasonable inquiry and without personal liability);
- (b) St Charles and AcquireCo shall have fulfilled or complied in all material respects with each of its covenants contained in this Agreement to be fulfilled or complied with by it on or prior to the Closing Time, and St Charles and AcquireCo shall have delivered a certificate confirming the same, dated the Closing Date and addressed to Eastern Resources and executed by two senior officers of St Charles (in each case, to the best of their knowledge having made reasonable inquiry and without personal liability);
- (c) St Charles and AcquireCo shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by St Charles and AcquireCo to permit the completion of the Qualifying Transaction;
- (d) all consents and approvals which are required or necessary to be obtained by St Charles and AcquireCo for the completion of the transactions contemplated under this Agreement shall have been obtained, received or waived;
- (e) the St Charles Financial Statements shall have been provided;
- (f) no Material Adverse Effect on, or relating to St Charles or AcquireCo shall have occurred between the date hereof and the Closing Date;
- (g) if the Qualifying Transaction or any element thereof is required by the Exchange to be approved by St Charles Shareholders, each of the directors and officers of St Charles shall, if requested by Eastern Resources, enter into a voting support agreement with Eastern Resources in the form and substance satisfactory to Eastern Resources, acting reasonably, agreeing to vote all of their securities held in St Charles in favor of approving matters, if any, requiring approval of St Charles Shareholders;

- (h) if the Qualifying Transaction or any element thereof is required by the Exchange to be approved by St Charles Shareholders, receipt of such approval by St Charles Shareholders;
- (i) St Charles shall not be in default of the requirements of the Exchange and any Securities Commission and no order shall have been issued and currently in effect preventing the Qualifying Transaction or the trading of any securities of St Charles;
- (j) immediately prior to Closing, there being no more than 32,096,000 St Charles Shares outstanding on fully-diluted basis;
- (k) the Resulting Issuer shall have a shareholder base that satisfies the minimum public float and distribution requirements of the Exchange;
- (l) since the date of this Agreement, no action, suit or proceeding shall have been taken before or by any Person against St Charles or AcquireCo (whether or not purportedly on behalf of St Charles or AcquireCo) that would, if successful, have a Material Adverse Effect on St Charles, in the sole discretion of Eastern Resources, acting reasonably;
- (m) each of the officers and directors of St Charles immediately prior to the Closing Time (other than James Crombie who shall serve as a director of the Resulting Issuer), shall deliver duly executed resignations from their positions with St Charles and mutual releases effective with the completion of the Qualifying Transaction all in form and substance satisfactory to Eastern Resources (acting reasonably) and there shall be no severance or other amounts payable to such individuals in connection therewith; in connection with the departure of such resigning directors and officers of St Charles, the Resulting Issuer shall ensure that (i) indemnification of the resigning directors and officers will continue until the expiry of all applicable limitation periods, and (ii) St Charles Options held by such resigning directors and officers will continue to be exercisable for Resulting Issuer Shares by such resigning directors and officers for a period of 12 months following the Closing;
- (n) the Resulting Directors shall have been appointed as the board of directors of St Charles effective as of the Closing Date;
- (o) the management of St Charles shall have been reconstituted such that all members of the management team shall be nominees of Eastern Resources;
- (p) St Charles and AcquireCo shall have delivered all applicable closing deliveries pursuant to Section 8.3; and
- (q) St Charles shall have delivered to each Vendor or, to the extent required by the Exchange, to an escrow agent selected by Eastern Resources (the "**Escrow Agent**"), share certificates or DRS duly registered in the name of such Vendor evidencing the number of Payment Shares to which such Vendor is entitled pursuant to this Agreement.

If any of the above conditions in this Section 5.2 shall not have been satisfied, or waived by Eastern Resources and the Vendors, on or before Closing, or, if earlier, the date required for the performance thereof, then Eastern Resources or the Vendors may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Eastern Resources or the Vendors. In the event that the failure to satisfy any one or more of the above conditions precedent results from a default by Eastern Resources or any of the Vendors of its obligations under this Agreement and if such

condition(s) precedent would have been satisfied but for such default, Eastern Resources or the respective Vendor shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

5.3 **Conditions to Obligations of St Charles.** The obligations of St Charles and AcquireCo to complete the Qualifying Transaction are subject to the fulfillment of the following conditions on or before the Closing Date (or the date indicated below, as applicable):

- (a) the representations and warranties of Eastern Resources contained herein shall be true in all material respects (save and except for any representation or warranty already qualified by materiality, which shall be true and correct in all respects) as of the Closing Date confirming the same, dated the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, and Eastern Resources shall have delivered a certificate confirming the same, dated the Closing Date and addressed to St Charles and executed by two senior officers of Eastern Resources (in each case, to the best of their knowledge having made reasonable inquiry and without personal liability);
- (b) the representations and warranties of the Vendors contained herein shall be true in all material respects (save and except for any representation or warranty already qualified by materiality, which shall be true and correct in all respects) as of the Closing Date confirming the same, dated the Closing Date with the same effect as though such representations and warranties had been made at and as of such time, and each of the Controlling Shareholders shall have delivered a certificate and addressed to St Charles and executed by one senior officer of each of them (in each case, to the best of their knowledge having made reasonable inquiry and without personal liability, including inquiries with any Vendor that is not a Controlling Shareholder);
- (c) Eastern Resources shall have fulfilled or complied in all material respects with each of its covenants contained in this Agreement to be fulfilled or complied with by it on or prior to the Closing Time, and Eastern Resources shall have delivered a certificate confirming the same, dated the Closing Date and addressed to St Charles and executed by the managing director of Eastern Resources (in each case, to the best of his knowledge having made reasonable inquiry and without personal liability);
- (d) each of the Vendors shall have fulfilled or complied in all material respects with each of its covenants contained in this Agreement to be fulfilled or complied with by it on or prior to the Closing Time, and each of the Controlling Shareholders shall have delivered a certificate confirming the same, dated the Closing Date and addressed to St Charles and executed by one senior officer of each of them (in each case, to the best of their knowledge having made reasonable inquiry and without personal liability, including inquiries with any Vendor that is not a Controlling Shareholder);
- (e) Eastern Resources shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by Eastern Resources to permit the completion of the Qualifying Transaction;
- (f) all consents and approvals which are required or necessary to be obtained by Eastern Resources for the completion of the transactions contemplated under this Agreement shall have been obtained, received or waived;

- (g) no Material Adverse Effect affecting the business, affairs, assets financial condition or operations of Eastern Resources shall have occurred between the date hereof and the Closing Date;
- (h) if required by the Exchange or requested by St Charles, Eastern Resources shall have provided from local counsel in the jurisdiction of incorporation, a legal opinion, in form and substance satisfactory to St Charles and its counsel, acting reasonably, with respect to the following matters: (i) it is a corporation or other form of entity existing under the laws of the jurisdiction in which it was incorporated, organized, formed, amalgamated or continued, as the case may be, and has all requisite corporate power to carry on its business as now conducted and to own, lease and operate its property and assets, and (ii) as to such other matters as the Exchange may reasonably request prior to the Closing Time;
- (i) on or before October 14, 2022, St Charles shall have received the Kostilkovo Gold Technical Report and the Kutel Gold Technical Report;
- (j) the Vendors shall have delivered to St Charles all documents required to be delivered by the Vendor to effect the transfer of the Eastern Resources Shares to AcquireCo pursuant to Section 8.3 subject to the completion of the deliverables in Section 8.4 such that immediately after the Closing, AcquireCo will, pending registration of the transfer of the Eastern Resources Shares in Bulgaria, be the sole shareholder of Eastern Resources; ,
- (k) since the date of this Agreement, no action, suit or proceeding shall have been taken before or by any Person against Eastern Resources that would, if successful, have a Material Adverse Effect on Eastern Resources, in the sole discretion of St Charles, acting reasonably; and
- (l) the Resulting Issuer Escrow Agreement, pursuant to which the Payment Shares issued to certain Vendors under this Agreement will be held in escrow pursuant to the Policies of the Exchange, shall have been executed and delivered by such Vendors as may be required by the Exchange.

If any of the above conditions in this Section 5.3 shall not have been satisfied, or waived by St Charles, on or before Closing, or, if earlier, the date required for the performance thereof, St Charles may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by St Charles. In the event that the failure to satisfy any one or more of the above conditions precedent results from a default by St Charles of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, St Charles shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

#### 5.4 **Standstill.**

- (a) During the period commencing on the date hereof and terminating upon the earlier of:
  - (i) the Closing Date,
  - (ii) the date that this Agreement is terminated pursuant to Section 7.2; and
  - (iii) the date that any statute, rule, policy or regulation currently in existence or which shall have been proposed, enacted, promulgated or entered by any regulatory or

administrative authority having jurisdiction, in the judgment of the Parties (acting reasonably), makes the transactions contemplated hereby illegal or unduly delays the closing of the Qualifying Transaction,

Eastern Resources will not, nor shall any of the Vendors or their respective Representatives, directly or indirectly, through any Affiliates, Representatives or otherwise, take any direct or indirect action to: (a) solicit, initiate, encourage, engage or respond to any inquiries, submissions, proposals or offers regarding any assets or securities of Eastern Resources, by merger, amalgamation, share exchange, business combination, take-over bid, sale or other disposition of all or substantially all of its assets, recapitalization, reorganization, liquidation, sale or issuance of a material number of treasury securities (except upon the due exercise of convertible or exchangeable securities outstanding on the date hereof or as otherwise contemplated herein) for any securities of Eastern Resources or any rights or interests therein or thereto or rights or options to acquire any material number of treasury securities or any type of similar transaction involving such securities (each, an “**Acquisition Proposal**”), other than with St Charles or with St Charles’ prior written consent; (b) encourage or participate in any discussions or negotiations regarding any Acquisition Proposal; (c) agree to, approve or publicly recommend an Acquisition Proposal; or (d) enter into any agreement related to an Acquisition Proposal.

- (b) The provisions of Section 5.4(a) shall apply *mutatis mutandis* with respect to similarly restricting St Charles in respect of an Acquisition Proposal regarding St Charles or the securities of St Charles.
- (c) During the period commencing on the date hereof and terminating upon the Closing Date, each of St Charles and Eastern Resources will operate their respective businesses in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice.

5.5 **Guarantee of AcquireCo Obligations.** St Charles hereby unconditionally and irrevocably guarantees in favour of Eastern Resources and the Vendors, as principal and not as surety, the due and punctual performance (and, where applicable, payment) by AcquireCo (and its successors and permitted assigns) of each of its obligations and liabilities under this Agreement, as the same may be amended, changed, replaced, settled, compromised or otherwise modified from time to time, and irrespective of any bankruptcy, insolvency, dissolution, winding-up, termination of the existence of or other matter whatsoever respecting AcquireCo or any successor or permitted assignee. St Charles hereby agrees that Eastern Resources and/or the Vendors shall not have to proceed first against AcquireCo in respect of any such matter before exercising its rights under this guarantee against St Charles and agrees to be liable for all guaranteed obligations as if it were the principal obligor of such obligations.

## **ARTICLE 6 SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

6.1 The representations and warranties of the Parties contained in this Agreement shall not survive the completion of the Qualifying Transaction and shall expire and be terminated on the earlier of the Closing Time and the date on which this Agreement is terminated in accordance with its terms; provided, however, that this Section 6.1 will not limit any covenant or agreement that, by its terms, contemplates performance after the Closing Date or the date on which this Agreement is terminated, as the case may be.

## **ARTICLE 7 AMENDMENT AND TERMINATION**

7.1 **Amendment.** This Agreement may, at any time and from time to time, be amended by written agreement of the Parties hereto, provided, however, that Eastern Resources and St Charles (without the approval of the other Parties) may mutually agree to:

- (a) change the time for performance of any of the obligations or acts of the Parties hereto;
- (b) waive compliance with or modify any representations, warranties or covenants of the Parties
- (c) waive or modify performance of any of the obligations of any of the Parties hereto; or
- (d) waive compliance with or modify any conditions precedent contained herein;

provided that in the case of Parties other than Eastern Resources and St Charles the change of time or modifications may only be to increase the time or to lessen the obligations otherwise imposed.

7.2 **Termination.** This Agreement may be terminated at any time prior to Closing:

- (a) by mutual agreement in writing by St Charles, Eastern Resources and the Vendors;
- (b) by St Charles, the Vendors or Eastern Resources by written notice to the other if the closing of the Qualifying Transaction does not occur on or prior to the Outside Date, unless the failure to complete the Qualifying Transaction by such date is the result, directly or indirectly, of a breach of this Agreement by the Party seeking to terminate the Agreement, in which case this Agreement shall not be terminated pursuant to this Section 7.2(b);
- (c) as set forth in Sections 5.1, 5.2, or 5.3 of this Agreement; and
- (d) by a non-breaching Party, (i) in the event of a material breach of any representation, warranty or covenant (other than the covenants in Section 5.4) contained in this Agreement which is not cured within ten (10) business days of the non-breaching Party providing notice of the breach to the breaching Party, or (ii) immediately upon breach by the other Party of any covenant in Section 5.4.

In the event of the termination of this Agreement as permitted above, this Agreement shall become void and no Party shall have any liability or further obligation to any other Party. Notwithstanding the foregoing, the provisions in Article 6 and Sections 10.2, 10.7 and 10.11 shall survive any termination of this Agreement.

## **ARTICLE 8 CLOSING ARRANGEMENTS**

8.1 **Closing.** The closing of the Qualifying Transaction contemplated herein shall take place at the Closing Time, on the Closing Date, at the offices of McMillan LLP, Suite 1500, 1055 West Georgia Street, Vancouver BC V6E 4N7, Canada, via electronic delivery, or at such other place or by such other means as may be agreed to in writing by the Parties hereto.

8.2 **Closing Steps:**



At the Closing Time, assuming the satisfaction or waiver of all Conditions set out in Article 5, the business combination of St Charles, the Vendors and Eastern Resources shall be completed in a series of steps and transactions in the order as follows:

- (a) pursuant to the Consideration Agreement, on behalf of AcquireCo, St Charles will issue and deliver the Payment Shares to the Vendors and AcquireCo will issue and deliver 33,333,300 ordinary shares to St Charles;
- (b) the Vendors or their legal representatives and AcquireCo will execute before a notary in Bulgaria a share transfer agreement (the “**Share Transfer Agreement**”), in the form attached to Schedule “K” hereto, and will agree to undertake the deliveries set forth in Section 8.4 herein; and
- (c) the Resulting Issuer will reconstitute its board of directors to give effect to the appointment of the Resulting Directors.

8.3 **Closing Deliveries.** At the Closing Time, the Parties will deliver the following documentation, and any other closing deliveries customary for a transaction of this nature.

- (a) St Charles will deliver or cause to be delivered:
  - (i) certificates and or other electronic evidences of the Payment Shares registered in the respective names of the Vendors, provided, however, that any certificates evidencing Payment Shares that are required to be escrowed by the Exchange may be delivered to the Escrow Agent in accordance with the requirements of Exchange Policies;
  - (ii) evidence of the conditional approval of the Exchange to the listing of the Payment Shares, and any other outstanding convertible securities including St Charles Options), the completion of the Qualifying Transaction and all matters incidental thereto as contemplated or permitted herein;
  - (iii) an officer’s certificate of St Charles certifying the resolutions of the board of directors of St Charles approving the Qualifying Transaction and related transactions;
  - (iv) a certificate of good standing (or its equivalent) of St Charles from the Registrar of British Columbia;
  - (v) resignations and mutual releases from all resigning officers and directors of St Charles;
  - (vi) if the Qualifying Transaction or any element thereof is required by the Exchange to be approved by St Charles Shareholders, voting support agreements of certain St Charles Shareholders, if requested by Eastern Resources, acting reasonably; and
  - (vii) a copy of its execution of the Consideration Agreement.
- (b) AcquireCo will deliver or cause to be delivered:
  - (i) an original apostille certificate of good standing (or its equivalent) of AcquireCo from the Registrar of Companies (England & Wales);

- (ii) an officer's certificate of AcquireCo certifying the authorized directors and officers of AcquireCo and the shareholder resolution approving: (i) entry into the Consideration Agreement and the Share Transfer Agreement; and (ii) the subscription of 33,333,300 ordinary shares of AcquireCo by St Charles;
  - (iii) an application to Eastern Resources requesting admission as a shareholder of Eastern Resources in the form acceptable to Eastern Resources;
  - (iv) evidence of the issuance of 33,333,300 ordinary shares registered in the name of St Charles; and
  - (v) a copy of its execution of the Consideration Agreement.
- (c) Eastern Resources will deliver or cause to be delivered:
- (i) consents to act for proposed directors of the Resulting Issuer;
  - (ii) resolution of the shareholders of Eastern Resources approving the Qualifying Transaction and the admittance of AcquireCo as sole shareholder of Eastern Resources;
  - (iii) a certificate of good standing (or its equivalent) of Eastern Resources issued by the Registry Agency of Bulgaria dated within the five Business Days prior to the Closing Date;
  - (iv) an executed copy of the standard declaration under the Bulgarian Company Register Act from the legal representative of Eastern Resources representing and declaring the circumstances for registration in the Register of Eastern Resources are true and accurate; and
  - (v) an executed copy of the power of attorney from the legal representative of Eastern Resources appointing legal counsel to represent Eastern Resources before the Registry Agency of Bulgaria with respect to the registration of the transfer of the Payment Shares.
- (d) Except as otherwise stated below, each of the Vendors will or cause to be delivered:
- (i) a notarized and translated original copy of the Share Transfer Agreement executed by the legal representative appointed by the Vendors and AcquireCo pursuant to a power of attorney;
  - (ii) an executed waiver of the Vendor's rights of first refusal under the Eastern Resources shareholders agreement dated March 10, 2022 in respect of the Eastern Resources Share transfer to AcquireCo and an executed agreement and acknowledgment by each of the Vendors of the termination of such shareholders' agreement effective immediately prior to Closing;
  - (iii) original executed copies of resolution of the competent corporate body of each of the Vendors approving the sale of their respective Eastern Resources Shares to AcquireCo in exchange for the Payment Shares,;
  - (iv) executed copies of the standard declarations of each Vendor in respect of unpaid remunerations and compensation in the form attached as Schedule "L" hereto;

- (v) a legalized certificate of good standing (or its equivalent) of Dundee Resources Ltd.; and
- (vi) if applicable, the Resulting Issuer Escrow Agreement duly executed and delivered by such Vendor as required by the Exchange.

8.4 **Post Closing Deliverables.** Forthwith after the Closing Time and, in any event, no later than 12 days after the Closing Date:

- (a) AcquireCo will on the Closing Date deliver a shareholders resolution approving the adoption of new Articles of Association of Eastern Resources, along with other post closing matters such as change of registered address, business name and managing directors, as well as the new Articles of Association of Eastern Resources adopted by AcquireCo;
- (b) after completion of (a) above by AcquireCo, Eastern Resources will ensure the submission of an application to the Registry Agency of Bulgaria to register the transfer of the Eastern Resources Shares to AcquireCo, as well as other corporate changes, if approved by AcquireCo;
- (c) Eastern Resources will deliver a copy of the legal status certificate of Eastern Resources evidencing AcquireCo as the sole shareholder of Eastern Resources provided that the officers of the Registry Agency of Bulgaria do not require additional documents or information in order to effect the registration of AcquireCo as the sole shareholder of Eastern Resources. If the officers of the Registry Agency require additional documents or information, the Parties undertake to perform the actions necessary to comply with those requirements and to ensure the registration of the transfer of the Eastern Resources Shares to AcquireCo, which shall be evidenced by a copy of the legal status certificate referred to in this Section 8.4(c).

**ARTICLE 9  
APPOINTMENT OF EASTERN RESOURCES**

9.1 **Terms of Appointment.**

- (a) Subject to Section 5.1(o) herein, each Vendor hereby appoints (the “**Appointment**”) Eastern Resources as of the Closing as the agent, proxy and attorney-in-fact for such Vendor for all purposes under this Agreement (except where otherwise provided herein), with full power and authority to act on behalf of the Vendors.
- (b) The Appointment, being coupled with an interest, is irrevocable and shall not be revoked by the insolvency, bankruptcy, death, incapacity, dissolution, liquidation or other termination of existence of any Vendor.
- (c) The Appointment shall survive the transfer by any of the Vendors, to the extent of the obligations of such Vendor, of the whole or any portion of such Vendor’s Eastern Resources Shares.
- (d) From and after Closing, the Appointment may not be assigned by Eastern Resources, and no Vendor may otherwise grant any subsequent authority, to another Person without the prior written consent of each of the Vendors and St Charles provided that:

- (i) St Charles shall not unreasonably withhold or delay such consent, and if St Charles does not provide its consent within ten (10) days of the date of the Vendor's written request thereof, St Charles shall be deemed to have consented; and
  - (ii) this provision shall not prevent Eastern Resources from resigning from such Appointment.
- (e) Eastern Resources accepts the Appointment and shall act as representative of the Vendors in accordance with this Agreement.
- (f) Each Vendor revokes any and all other authority, whether as agent, attorney-in-fact, proxy or otherwise, previously conferred or agreed to be conferred by it at any time with respect to the Eastern Resources Shares.
- (g) Each Vendor shall be bound by the actions taken by Eastern Resources, in its capacity as the Vendors' representative pursuant to the Appointment and hereby waives any and all defences which may be available to contest, negate or disaffirm the actions of the Eastern Resources taken under such Appointment, save with regard to either:
- (i) the consideration to be received by the Vendors; and
  - (ii) the obligations to be assumed by the Vendors.
- (h) The Appointment shall survive the Closing and shall continue until the completion, termination or settlement of all obligations of the Vendors under or in respect of this Agreement. The Appointment may be exercised by Eastern Resources, on behalf of each Vendor, duly executing any instrument.
- (i) St Charles and AcquireCo shall be entitled to rely on any notice, demand, communication, declaration, receipt, waiver, consent or other document purporting to be delivered by the Eastern Resources on behalf of any Vendor, and St Charles and AcquireCo shall not have any obligation to enquire as to the veracity, accuracy or adequacy thereof, and St Charles and AcquireCo shall be entitled to disregard any notice, demand or claim to the contrary not sent by Eastern Resources.
- (j) All representations, warranties, covenants and obligations of the Vendors under this Agreement are several and not joint, nor joint and several, and no Vendor shall be liable for any act, omission, default or conduct by any of the other Vendor.

## **ARTICLE 10 GENERAL**

10.1 **Notices.** All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one Party to another shall be given in writing by personal delivery, facsimile transmission or by registered mail, postage prepaid, addressed to such other Party or delivered to such other Party as follows:

(a) **If to St Charles or AcquireCo:**

St Charles Resources Inc.  
Brookfield Place, 181 Bay St. Suite 4400  
Toronto, ON M5J 2T3

Attention: James Crombie, President & CEO  
E-mail: [REDACTED]

with a copy (which shall not constitute notice) to:

McMillan LLP  
Royal Centre, Suite 1500  
1055 West Georgia Street, PO Box 11117  
Vancouver, British Columbia V6E 4N7

Attention: Cory Kent  
Email: [REDACTED]

(b) **If to Eastern Resources or any Vendor:**

Eastern Resources Ltd.  
Avitsena 32  
1124 Sofia  
Bulgaria

Attention: Sean Hasson  
E-mail: [REDACTED]

with a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP  
100 Liverpool St.  
London, England  
EC2M 2AT

Attention: Al Gourley; John Sabetti  
E-mail: [REDACTED]

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received, if sent by facsimile or electronic mail, on the first Business Day after sending or, if sent by registered mail, on the fifth Business Day after mailing or, if delivered, upon the date of delivery.

10.2 **Public Announcement; Disclosure and Confidentiality.**

- (a) Unless and until the transactions contemplated in this Agreement have been completed, none of the Parties shall make any public announcement concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between them relating to the matters contemplated herein without the prior consent of the other Parties, which consent shall not be unreasonably withheld, provided that no Party shall be prevented from making any disclosure which is required to be made by law or any rules of a stock exchange or similar organization to which it is bound.
- (b) All information provided to or received by the Parties hereunder shall be treated as confidential ("**Confidential Information**"). Subject to the provisions of this Section, no Confidential Information shall be published by any Party hereto without the prior written consent of the others, but such consent in respect of the reporting of factual data shall

not be unreasonably withheld. The consent required by this Section shall not apply to a disclosure to: (a) comply with any Applicable Laws, stock exchange rules or a regulatory authority having jurisdiction; (b) a director, officer or employee of a Party; (c) an affiliate of a Party; (d) a consultant, contractor or subcontractor of a Party that has a bona fide need to be informed; or (e) any third party to whom the disclosing Party may assign any of its rights under this Agreement; provided, however, that in the case of subsection (e) the third party or parties, as the case may be, agree to maintain in confidence any of the Confidential Information so disclosed to them.

- (c) The obligations of confidence and prohibitions against use of Confidential Information under this Agreement shall not apply to information that the receiving Party can show by reasonable documentary evidence or otherwise: (a) as of the date of this Agreement, was in the public domain; (b) after the date of this Agreement, was published or otherwise became part of the public domain through no fault of the receiving Party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or (c) was information that the disclosing Party or its affiliates were required to disclose pursuant to the order of any Governmental Authority or judicial authority.

- 10.3 **Assignment**. No Party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other Parties hereto.
- 10.4 **Binding Effect**. This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 10.5 **Waiver**. Any waiver or release of any provisions of this Agreement, to be effective, must be in writing executed by the Party granting the same.
- 10.6 **Further Assurances**. The Parties hereto 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 Agreement and every part thereof.
- 10.7 **Governing Law; Choice of Forum**. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Agreement.
- 10.8 **Currency**. Except as otherwise stated herein, dollar amounts referred to in this Agreement shall be in Canadian funds.
- 10.9 **Third Party Beneficiaries**. Nothing in this Agreement, express or implied, shall be construed to create any third-party beneficiaries.
- 10.10 **Interpretation**. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the Party or Parties referred to in each case require and the verb shall be construed and agreeing with the required word and/or pronoun. The division of this Agreement into articles, sections, subsections and exhibits are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

- 10.11 **Expenses**. Save and except as otherwise provided herein, each Party shall be responsible for its own legal and accounting fees and other expenses incurred in connection with the completion of the transactions contemplated herein. Notwithstanding the foregoing, Eastern Resources will be responsible for all costs associated with its involvement in the Qualifying Transaction, including: (i) the preparation and delivery of its audited financial statements, legal and title opinions in respect of Eastern Resources and the Properties, (ii) fees charged by the Exchange in connection with the Exchange's review of personal information forms submitted in respect of Eastern Resource's nominees for directors and officers, and (iii) Eastern Resources' counsel's involvement in the preparation, negotiation and settlement of this Agreement and related documents prepared for Eastern Resources in connection with both the Qualifying Transaction. St Charles will be responsible for all costs associated with its involvement in the Qualifying Transaction, including: (i) the Kostilkovo Gold Technical Report and the Kutel Gold Technical Report, (ii) a sponsor report if required by the Exchange, (iii) filing fees, listing fees and other fees of the Exchange and/or any applicable securities regulatory authorities in respect of the Qualifying Transaction; and (iv) St Charles' counsel's involvement in the negotiation and settlement of this Agreement and the preparation of documents, including any disclosure document, including the Disclosure Document, for filing with the Exchange and any meeting of St Charles shareholders.
- 10.12 **Time of the Essence**. Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 10.13 **Entire Agreement**. This Agreement and the documents and instruments and other agreements among the Parties hereto as contemplated by or referred to herein constitute the entire agreement among the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, including, without limiting the generality of the foregoing, the Letter of Intent dated September 2, 2022. This Agreement shall not be amended except in writing signed by all of the Parties hereto, and any amendment hereof shall be null and void and shall not be binding upon any Party which has not given its consent as aforesaid.
- 10.14 **Counterparts**. This Agreement may be executed and delivered (including by facsimile transmission, pdf copy or other electronic means) in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.
- 10.15 **Severability**. In the event that any of the representations, warranties or covenants or any portion of them contained in this Agreement are unenforceable or are declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or the validity of the remaining terms or portions thereof of this Agreement, and such unenforceable or invalid representation, warranty or covenant or portion thereof shall be severable from the remainder of this Agreement.
- 10.16 **Independent Legal Counsel**. Each of the Parties hereby acknowledges and declares that it has been advised to seek, and has sought, or has waived the right to seek, independent legal counsel in connection with the execution of this Agreement and is executing this Agreement of its own volition in a free and enlightened manner, and without fear, threats, compulsion, duress or influence by any person.

(the remainder of this page left intentionally blank)

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date first above written.

**ST CHARLES RESOURCES INC.**

By: /s/ "James A. Crombie"  
Name: James A. Crombie  
Title: Chief Executive Officer  
  
Authorized Signing Officer

**EASTERN RESOURCES OOD**

By: /s/ "Danko Zheley"  
Name: Danko Zheley  
Title: Executive Director  
  
Authorized Signing Officer

**EASTERN RESOURCES (UK) LTD.**

By: /s/ "James A. Crombie"  
Name: James A. Crombie  
Title: Director  
  
Authorized Signing Officer

**SEEFIN CAPITAL OOD**

By: /s/ "Sean Hasson"  
Name: Sean Hasson  
Title: Executive Director  
  
Authorized Signing Officer

**BALKAN MINERAL AND DISCOVERY  
EOOD**

By: /s/ "Danko Zhelev"  
Name: Danko Zhelev  
Title: Executive Director  
  
Authorized Signing Officer

**GEOPS-BOLKAN DRILLING SERVICES  
EOOD**

By: /s/ "Vasil Andreev"  
Name: Vasil Andreev  
Title: Executive Director  
  
Authorized Signing Officer

**DUNDEE RESOURCES LTD.**

By: /s/ "Jonathan Goodman"  
Name: Jonathan Goodman  
Title: Chief Executive Officer  
  
Authorized Signing Officer



**SCHEDULE "A"**  
**LIST OF EASTERN RESOURCES SECURITYHOLDERS**

**The Share Vendors:**

<b>Registered Shareholders</b>	<b>No. of Eastern Resources Shares</b>	<b>Allocation of Payment Shares</b>	<b>Allocation of Purchase Price</b>
Seefin Capital OOD	10 (ten) common shares, each with a nominal value of BGN 1 (one Bulgarian Lev) and an aggregate nominal value of BGN 10 (ten Bulgarian Levs)	9,523,800 Payment Shares, each with nominal value of \$0.10	\$952,380 for ten Eastern Resources Shares
Balkan Mineral and Discovery EOOD	10 (ten) common shares, each with a nominal value of BGN 1 (one Bulgarian Lev) and an aggregate nominal value of BGN 10 (ten Bulgarian Levs)	9,523,800 Payment Shares, each with nominal value of \$0.10	\$952,380 for ten Eastern Resources Shares
GEOPS-Bolkan Drilling Services EOOD	10 (ten) common shares, each with a nominal value of BGN 1 (one Bulgarian Lev) and an aggregate nominal value of BGN 10 (ten Bulgarian Levs)	9,523,800 Payment Shares, each with nominal value of \$0.10	\$952,380 for ten Eastern Resources Shares
Dundee Resources Ltd.	5 (five) common shares, each with a nominal value of BGN 136,100 (one hundred thirty-six thousand and one hundred Bulgarian Levs) and an aggregate nominal value of BGN 680,500 (six hundred eighty thousand and five hundred Bulgarian Levs)	4,761,900 Payment Shares, each with nominal value of \$0.10	\$476,190 for ten Eastern Resources Shares
<b>Total</b>	<b>35</b> (thirty-five) common shares with an aggregate nominal value of BGN 680,530 (six hundred eighty thousand five hundred and thirty Bulgarian Levs)	<b>33,333,300</b> Payment Shares, each with nominal value of \$0.10	<b>\$3,333,330</b> for thirty-five Eastern Resources Shares

**SCHEDULE "B"**  
**REPRESENTATIONS AND WARRANTIES RELATED TO**  
**EASTERN RESOURCES**

- (a) Eastern Resources is a company duly incorporated, validly existing and in good standing under the laws of Bulgaria, has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted, to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement including the Disclosure Document will be, duly authorized, executed and delivered by the Eastern Resources and each is or will be, a legal, valid and binding obligation of Eastern Resources enforceable against Eastern Resources in accordance with its terms, subject to (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally, and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.
- (c) The execution and delivery of this Agreement does not and the consummation of the Qualifying Transaction will not: (i) result in a breach or violation of the constating documents of Eastern Resources; (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement, licence, permit or authority to which Eastern Resources is a Party or by which Eastern Resources is bound or to which any material assets or property of Eastern Resources is subject; or (iii) violate in any material respect any provision of law or regulation or any judicial or administrative order, award, judgment or decree applicable to Eastern Resources.
- (d) The execution and delivery of this Agreement and the completion of the transactions contemplated herein have been approved by the shareholders of Eastern Resources.
- (e) Eastern Resources is not a "reporting issuer" (as such term is defined in the *Securities Act*) nor an associate of any reporting issuer and the Eastern Resources Shares do not trade on any stock exchange.
- (f) Eastern Resources is not subject to any cease trade or other order of any regulatory authority and, to the knowledge of Eastern Resources, no investigation or other proceedings involving Eastern Resources which may operate to prevent or restrict trading of any securities Eastern Resources are currently in progress or pending before any regulatory authority.
- (g) There is no suit, action or proceeding pending, or to the knowledge of Eastern Resources, threatened against it that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect upon Eastern Resources or refrain or prevent completion of the purchase by AcquireCo of the Eastern Resources Shares, and there is no judgment, decree, injunction, rule or order of any Governmental Authority with jurisdiction over Eastern Resources outstanding against Eastern Resources causing, or which insofar as can reasonably be foreseen, in the future would cause, a Material Adverse Effect on Eastern Resources.

- (h) Eastern Resources is authorised to issue an unlimited number of common shares, with 35 Eastern Resources Shares being issued and outstanding as of the date hereof.
- (i) No Person has any agreement, option or right to acquire or capable of becoming an agreement for the purchase or acquisition of any of the unissued Eastern Resources Shares or any other securities of Eastern Resources, and there are no other outstanding securities or instruments which are convertible into or exchangeable for Eastern Resources Shares.
- (j) All of the currently issued and outstanding securities of Eastern Resources are free and clear of all liens, charges and encumbrances.
- (k) Eastern Resources has no subsidiaries.
- (l) There is no agreement, option or any other right or obligation binding upon, or which at any time in the future may become binding upon, Eastern Resources requiring it to: (a) sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Eastern Resources Shares or other securities or assets of Eastern Resources; or (b) to allot or issue Eastern Resources Shares or to create any additional class of equity or debt securities of Eastern Resources.
- (m) Except for the approvals contemplated herein, no consent, authorization or approval of any Person is required in order for Eastern Resources to effect the Qualifying Transaction.
- (n) There are no loans, guarantees, pledges, mortgages, charges, liens, debentures, encumbrances or liabilities given, made or incurred by or on behalf of Eastern Resources and no person has given any guarantee of or security for any overdraft loan or loan facility granted to Eastern Resources.
- (o) No other classes of shares of Eastern Resources are currently in issue other than the Eastern Resources Shares. The only issued and outstanding shares of Eastern Resources are as set forth in Schedule "A" hereto, and all of such shares have been validly issued and are fully paid and non-assessable.
- (p) The business of Eastern Resources is being conducted in all material respects in compliance with all Applicable Laws, regulations and ordinances of all authorities having jurisdiction, except where the failure to comply would not be reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on Eastern Resources.
- (q) Eastern Resources has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Eastern Resources of such Governmental Authority's intention to commence or to conduct any investigation that would be reasonably likely to have a Material Adverse Effect on Eastern Resources.
- (r) Eastern Resources is not in insolvency procedure, has not committed any acts of bankruptcy or had a receiver appointed on any of its respective assets.
- (s) To the knowledge of Eastern Resources, none of the directors or officers of Eastern Resources is or has ever been subject to prior regulatory, criminal or bankruptcy.

- (t) All filings and fees required to be made by Eastern Resources pursuant to Applicable Laws, if any, have been made and paid and such filings were true and accurate in all material respects as at the respective dates thereof.
- (u) All Taxes due and payable by Eastern Resources have been paid as required by Applicable Laws or provision has been made therefor in the Eastern Resources Financial Statements, except for where the failure to pay such taxes would not constitute a Material Adverse Effect. All Tax Returns, declarations, withholdings, remittances and filings required to be made or filed by Eastern Resources have been made or filed with all appropriate Governmental Authorities as and when required by Applicable Laws and all such returns, declarations, withholdings, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading except where the failure to file such documents would not constitute a Material Adverse Effect, or result in a material adverse change to Eastern Resources. To the knowledge of Eastern Resources: (i) no audit or examination of any Tax Return of Eastern Resources by any Governmental Authority is currently in progress nor Eastern Resources has been notified in writing or otherwise of any request for such an audit or examination; and (ii) there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by Eastern Resources. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Eastern Resources. To the knowledge of Eastern Resources, all Taxes and charges, including all mining land taxes have been paid in full.
- (v) Since the date of its incorporation, Eastern Resources has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing.
- (w) No notices, reports or other filings are required to be made by Eastern Resources with, nor are any consents, approvals, registrations, permits, order or authorizations required to be obtained by Eastern Resources from any third party or Governmental Authority in connection with the execution and delivery of this Agreement by Eastern Resources, the performance of its obligations hereunder or the consummation by Eastern Resources of the transactions contemplated hereby other than: (i) the approval of the Qualifying Transaction by the Exchange; (ii) such registrations and other actions required under applicable Securities Laws as are contemplated by this Agreement; (iii) the registration by the Registry Agency in the Bulgarian Company Register of the transfer of Eastern Resources Shares from the Vendors to AcquireCo; and (iii) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on Eastern Resources or prevent or materially impair Eastern Resources' ability to perform its obligations hereunder.
- (x) Eastern Resources has not experienced nor is it aware of any occurrence or event which has had, or might reasonably be expected to have, a Material Adverse Effect on its affairs or financial condition.
- (y) Eastern Resources has not engaged any broker or other agent in connection with the Qualifying Transaction and, accordingly, there is no commission, fee or other remuneration payable to any broker or agent who purports or may purport to act or have acted for Eastern Resources.

- (z) Other than Mr. Danko Zhelev and Mr. Sean Hasson, Eastern Resources does not and has never had any employees and does not have any obligation or liability to any current or former officer, director, employee or affiliate of Eastern Resources.
- (aa) As of the date hereof:
  - (i) Eastern Resources is not in violation of any applicable Environmental Laws;
  - (ii) Eastern Resources has all material permits, authorizations and approvals required under any applicable Environmental Laws and are in material compliance with their requirements;
  - (iii) to the knowledge of Eastern Resources, there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against Eastern Resources or claim involving a demand for damages or other potential liability with respect to violations of applicable Environmental Laws; and
  - (iv) to the knowledge of Eastern Resources, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting Eastern Resources relating to Hazardous Substances or any Environmental Laws.
- (bb) Since September 30, 2022, there has not been any material adverse change in Eastern Resources' condition or operation or in its assets, liabilities or financial condition. At the Closing Time, Eastern Resources shall have no liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), except as shown on the Eastern Resources Financial Statements and except for ordinary course of business trade payables and costs incurred directly in connection with the closing of the Qualifying Transaction.
- (cc) The Eastern Resources Financial Statements and the notes thereto, have been prepared in accordance with IFRS, are true and correct and present fairly, in all material respects, the financial position of Eastern Resources as at such dates and the results of its operations and changes in financial position for the period indicated in the said statements.
- (dd) Other than as disclosed in the Eastern Resources Financial Statements, amounts owing to reimburse individuals for business expenses incurred and approved on behalf of Eastern Resources, Eastern Resources is not indebted to:
  - (i) any director, officer, employee or shareholder of Eastern Resources;
  - (ii) any individual related to any of the foregoing by blood, marriage or adoption; or
  - (iii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in (i) and (ii) above.
- (ee) None of those Persons referred to in Schedule "B" Section (dd) is indebted to Eastern Resources.

- (ff) Other than Mr. Danko Zhelev and Mr. Sean Hasson, there are no contracts, agreements or engagements of any director, officer or senior employee of Eastern Resources, either written or verbal, providing for a fixed period of employment.
- (gg) It is not a party to any material contract, agreement or understanding with any officer, director, employee, shareholder or any other Person not dealing at arm's length with Eastern Resources, save and except with respect to employment contracts and certain shareholder loan agreements.
- (hh) It does not sponsor, maintain or have any obligation or liability under, nor has it at any time sponsored, maintained or had any obligation under, any compensation plan. Neither the execution of this Agreement nor the consummation of the Qualifying Transaction contemplated by this Agreement shall, individually or in the aggregate, (i) result in any payment becoming due to any officer, employee, consultant or director of Eastern Resources, (ii) increase or modify any benefits otherwise payable by Eastern Resources to any employee, consultant or director of Eastern Resources, or (iii) result in the acceleration of time of payment or vesting of any such benefits.
- (ii) On the Closing Date, to the knowledge of Eastern Resources, each of the Kostilkovo Gold Technical Report and the Kutel Gold Technical Report will not contain a material misrepresentation and Eastern Resources has no knowledge of any Material Adverse Effect in any information provided to the author of the technical report relating to the Kostilkovo Gold Property or the Kutel Gold Property since the date that such information was provided. Other than the Kostilkovo Gold Property and the Kutel Gold Property, Eastern Resources does not hold any interest in a mineral property that is material to Eastern Resources for the purposes of NI 43-101.
- (jj) All rights, title and interest in the Properties are held by Eastern Resources.
- (kk) Except as set out in Exhibit At, to the knowledge of Eastern Resources, no Person, other than Eastern Resources has a right to own the Kostilkovo Gold Property and there are no agreements or commitments to purchase the Kostilkovo Gold Property or any interest therein and there is no adverse claim or challenge against or to the ownership of or title to any part of the Kostilkovo Gold Property and to the knowledge of Eastern Resources, there is no basis for such adverse claim or challenge. Eastern Resources has sufficient access to the surface area of the Kostilkovo Gold Property, and Eastern Resources has not granted to any Person access to, or the right to enter upon and explore or investigate the mineral potential of, the Kostilkovo Gold Property. Except as set out in Exhibit A, to the knowledge of Eastern Resources, no person is entitled to any royalty or other payment in the nature of rent or royalty on any minerals, metals or concentrates or any other such products removed or produced from the Kostilkovo Gold Property.
- (ll) Except as set out in Exhibit A, to the knowledge of Eastern Resources, no Person, other than Eastern Resources has a right to own the Kutel Gold Property and there are no agreements or commitments to purchase the Kutel Gold Property or any interest therein and there is no adverse claim or challenge against or to the ownership of or title to any part of the Kutel Gold Property and to the knowledge of Eastern Resources, there is no basis for such adverse claim or challenge. To the knowledge of Eastern Resources, Eastern Resources has sufficient access to the surface area of the Kutel Gold Property, and Eastern Resources has not granted to any Person access to, or the right to enter upon and explore or investigate the mineral potential of, the Kutel Gold Property. Except as set out in Exhibit A, to the knowledge of Eastern Resources, no person is entitled to any royalty or other payment in the nature of rent or royalty on any minerals, metals or

concentrates or any other such products removed or produced from the Kutel Gold Property.

- (mm) Eastern Resources has good and valid licenses to the property comprising the Kostilkovo Gold Property and the Kutel Gold Property, free and clear of any encumbrances except as set out in Exhibit A.
- (nn) The licenses and permits relating to the Properties are valid, effective, and in good standing and to the knowledge of Eastern Resources there are no grounds for the revocation and/or suspension of any licenses and permits relating to the Properties, save as provided by Applicable Law.
- (oo) Eastern Resources is conducting and has always conducted its business in compliance with all Applicable Laws, including laws relating to bribery of the foreign public officials and anti-money laundering and proceeds of crime legislation, other than acts of non-compliance which, individually or in aggregate, are not material to Eastern Resources. Eastern Resources is not aware of and has not received any order or directive relating to any breach of any applicable Environmental Law.
- (pp) All registrations (or applications for registrations), if any, and filings that are considered necessary to preserve the rights of Eastern Resources in its Properties have been made and are in good standing. Eastern Resources does not have any pending action or proceeding, nor, to the knowledge of Eastern Resources, any threatened action or proceeding, against any person with respect to the use of its Properties, and there are no circumstances which cast reasonable doubt on the validity or enforceability of its rights to the Properties.
- (qq) To the knowledge of Eastern Resources, all previous exploration on the Properties has been carried out in accordance with Applicable Law and sound exploration, environmental and business practice. Eastern Resources has not received notice of any breach, violation or default with respect to the Properties.
- (rr) To the knowledge of Eastern Resources, there are no pending or ongoing actions taken by or on behalf of any First Nations, native or indigenous persons in connection with the assertion of any land claims with respect to lands included in the Properties, and there are no agreements or understandings with such persons that affect or relate to the Properties and, if the Properties are located on lands to which any persons mentioned in this Section have any rights, claims or interests, Eastern Resources does not have any knowledge that such persons are opposed to the carrying out of the rights and obligations of any Party hereto and no further consent, approval or agreement of any person, other than those already obtained, is required to be obtained in connection with the entering into of this Agreement by Eastern Resources or the completion by Eastern Resources of the transactions contemplated hereby.
- (ss) No Person has any written or oral agreement, option, understanding or commitment or any right or privilege capable of becoming an agreement for the purchase, exchange, transfer or other disposition from Eastern Resources of any of its respective assets.
- (tt) There does not exist any state of facts which after notice or lapse of time, or both, will constitute a material default or breach on the part of Eastern Resources under any of the provisions contained in any of the material contracts, commitments or agreements of Eastern Resources.

- (uu) The corporate records and minute books of Eastern Resources contain, in all material respects, complete and accurate minutes of all meetings of the shareholders since its date of incorporation, together with the full text of all resolutions of shareholders passed in lieu of such meetings, duly signed.
  
- (vv) None of Eastern Resources, or any director, officer, or, to the knowledge of Eastern Resources, agent, employee or other Person acting on behalf of Eastern Resources has, in the course of its actions for, or on behalf of, Eastern Resources: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the *U.S. Foreign Corrupt Practices Act of 1977*, as amended or the *Corruption of Foreign Public Officials Act (Canada)*; or (iv) made other unlawful payment to any foreign or domestic government official or employee.



**SCHEDULE "C"**  
**REPRESENTATIONS AND WARRANTIES OF ST CHARLES AND ACQUIRECO**

- (a) St Charles is a corporation duly incorporated, organized and validly subsisting and in good standing under the laws of Ontario, and has all the requisite corporate power, capacity and authority to enter into this Agreement and to perform its obligations hereunder and to carry on its business and to own, lease and operate its assets.
- (b) AcquireCo is a corporation duly organized, validly existing and in good standing under the laws of England, has all requisite corporate power, capacity and authority to enter into this Agreement and to perform its obligations hereunder and to own, lease and operate its properties and to carry on its business as now being conducted.
- (c) St Charles is a reporting issuer not noted in default in each of British Columbia, Alberta, Saskatchewan and Ontario and is in compliance in all material respects with all of its obligations under Securities Laws. St Charles is not the subject of any investigation by any stock exchange or any other securities regulatory authority or body, is current in all material respects with all filings required to be made by it under applicable Securities Law and corporate legislation and is not aware of any material deficiencies in the filing of any documents or reports with any stock exchange or securities regulatory authority or body.
- (d) St Charles is a "CPC" (as such term is defined in the Policy) and the Share Exchange will constitute St Charles' "Qualifying Transaction" (as such term is defined in the Policy) and St Charles has to date complied with all of the requirements contained in the Policy;
- (e) St Charles is not subject to any cease trade or other order of any regulatory authority and, to the knowledge of St Charles, no investigation or other proceedings involving St Charles which may operate to prevent or restrict trading of any securities St Charles are currently in progress or pending before any regulatory authority.
- (f) St Charles has filed all material documents required to be filed by it in accordance with applicable Securities Laws with the Securities Commissions and the Exchange. All such documents and information comprising St Charles Public Disclosure Record, as of their respective dates (or, if amended, as of the date of such amendment), (i) did not contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (ii) complied in all material respects with the requirements of applicable Securities Laws, and any amendments to St Charles Public Disclosure Record required to be made have been filed on a timely basis with the applicable Securities Commissions and the Exchange. St Charles has not filed any confidential material change report with any applicable regulatory authorities or the Exchange that at the date of this Agreement remains confidential.
- (g) St Charles has no assets other than cash or cash equivalents, has not commenced any commercial operations and has not and will not carry on any business other than the identification and evaluation of assets or businesses with a view to completing a potential "Qualifying Transaction" (as such term is defined in the Policy).
- (h) The execution and delivery of this Agreement and the completion of the transactions contemplated herein have been approved by the board of directors of St Charles and AcquireCo and this Agreement constitutes a valid and binding obligation of St Charles and AcquireCo enforceable against it in accordance with its terms, subject, however, to the approval of the Qualifying Transaction by the Exchange and the limitations imposed

by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction.

- (i) St Charles has no subsidiaries except for AcquireCo.
- (j) AcquireCo is authorized to issue such number of ordinary shares as may be determined by the sole director (subject to the pre-emption right set out in Article 8.2 of AcquireCo's Constitution), with one 1 ordinary share being issued and outstanding as of the date hereof.
- (k) All of the currently issued and outstanding securities of AcquireCo are free and clear of all liens, charges and encumbrances.
- (l) St Charles owns all of the issued and outstanding securities in the capital of AcquireCo.
- (m) The authorized capital of St Charles consists of an unlimited number of St Charles Shares, of which, as of the date hereof there are 27,360,000 St Charles Shares issued and outstanding. Assuming the exercise of all of St Charles Options, an aggregate of 32,095,000 St Charles Shares would be issued and outstanding on a fully diluted basis.
- (n) Other than i) St Charles Options; and (ii) otherwise pursuant to this Agreement, no Person has any agreement, option or right to acquire or capable of becoming an agreement for the purchase or acquisition of any of the unissued St Charles Shares or any other securities of St Charles, and there are no other outstanding securities or instruments which are convertible into or exchangeable for St Charles Shares.
- (o) There are no loans, guarantees, pledges, mortgages, charges, liens, debentures, encumbrances or liabilities given, made or incurred by or on behalf of St Charles and no person has given any guarantee of or security for any overdraft loan or loan facility granted to St Charles.
- (p) As of the date hereof, the cash and cash equivalents of St Charles is approximately \$2,797,878.
- (q) There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review in progress or, to the knowledge of St Charles, pending or threatened against or relating to St Charles; and there is not presently outstanding against St Charles any judgment, decree, injunction, rule or order of any court, Governmental Authority, commission, agency or arbitrator.
- (r) All filings and fees required to be made by St Charles pursuant to Applicable Laws, if any, have been made and paid and such filings were true and accurate in all material respects as at the respective dates thereof.
- (s) All Taxes due and payable by St Charles have been paid as required by Applicable Laws or provision has been made therefor in the St Charles Financial Statements, except for where the failure to pay such taxes would not constitute a Material Adverse Effect. All Tax Returns, declarations, withholdings, remittances and filings required to be made or filed by St Charles has been made or filed with all appropriate Governmental Authorities as and when required by Applicable Laws, except for where the failure to do so would not constitute a Material Adverse Effect, and all such returns, declarations, withholdings, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading

except where the failure to file such documents would not constitute an Material Adverse Effect, or result in a material adverse change to St Charles. To the knowledge of St Charles: (i) no audit or examination of any Tax Return of St Charles by any Governmental Authority is currently in progress nor St Charles has been notified in writing or otherwise of any request for such an audit or examination; and (ii) there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by St Charles. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to St Charles. To the knowledge of St Charles, all Taxes and charges have been paid in full. St Charles is a "taxable Canadian corporation" as defined in the Income Tax Act.

- (t) Since the date of its incorporation, St Charles has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares or securities or agreed to do any of the foregoing.
- (u) No notices, reports or other filings are required to be made by St Charles with, nor are any consents, approvals, registrations, permits, order or authorizations required to be obtained by St Charles from any third party or Governmental Authority in connection with the execution and delivery of this Agreement by St Charles, the performance of its obligations hereunder or the consummation by St Charles of the transactions contemplated hereby other than: (i) the approval of the Qualifying Transaction by the Exchange; (ii) such registrations and other actions required under applicable Securities Laws as are contemplated by this Agreement; and (iii) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on St Charles or prevent or materially impair St Charles' ability to perform its obligations hereunder.
- (v) St Charles does not own, lease or use any real property.
- (w) St Charles has not experienced nor is it aware of any occurrence or event which has had, or might reasonably be expected to have, a Material Adverse Effect on its affairs or financial condition.
- (x) Other than iA Capital Markets, a Division of iA Private Wealth Inc. (the "**Sponsor**"), St Charles has not engaged any broker or other agent in connection with the Qualifying Transaction and, accordingly, other than the fees payable to the Sponsor, there is no commission, fee or other remuneration payable to any broker or agent who purports or may purport to act or have acted for St Charles.
- (y) As of the date hereof:
  - (i) St Charles is not in any violation of any applicable Environmental Laws;
  - (ii) to the knowledge of St Charles, there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against St Charles or claim involving a demand for damages or other potential liability with respect to violations of applicable Environmental Laws;
  - (iii) (iii) to the knowledge of St Charles, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean up or

remediation, or an action suit or proceeding by any private party or governmental body or agency, against or affecting St Charles relating to Hazardous Substances or any Environmental Laws; and

- (iv) to the knowledge of St Charles, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting St Charles relating to Hazardous Substances or any Environmental Laws;
- (z) Since December 31, 2021, there has not been any material adverse change in its condition or operation or in its assets, liabilities or financial condition. At the Closing Time, St Charles shall have no liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), except for ordinary course of business trade payables and costs incurred directly in connection with the closing of the Qualifying Transaction.
- (aa) The St Charles Financial Statements and the notes thereto, have been prepared in accordance with IFRS, are true and correct and present fairly, in all material respects, the financial position of St Charles as at such dates and the results of its operations and changes in financial position for the period indicated in the said statements.
- (bb) St Charles has no material liabilities, contingent or otherwise, except those set out in the St Charles Financial Statements.
- (cc) Other than as disclosed in the St Charles Financial Statements and amounts owing to reimburse individuals for business expenses incurred and approved on behalf of St Charles that are not material to St Charles, St Charles is not indebted to:
  - (i) any director, officer, employee or shareholder of St Charles;
  - (ii) any individual related to any of the foregoing by blood, marriage or adoption; or
  - (iii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in (i) and (ii) above.
- (dd) None of those Persons referred to in Schedule "C" Section (cc) is indebted to St Charles.
- (ee) No Person has any written or oral agreement, option, understanding or commitment or any right or privilege capable of becoming an agreement for the purchase, exchange, transfer or other disposition from St Charles of any of its assets.
- (ff) There are no contracts, agreements or engagements of any director, officer or senior employee of St Charles, either written or verbal, providing for a fixed period of employment.
- (gg) It is not a party to any material contract, agreement or understanding with any officer, director, employee, shareholder or any other Person not dealing at arm's length with St Charles.
- (hh) St Charles does not currently have any employees and does not have any obligation or liability to any current or former officer, director, employee or affiliate of St Charles.
- (ii) St Charles does not sponsor, maintain or have any obligation or liability under, nor has it at any time sponsored, maintained or had any obligation under, any compensation plan.

Neither the execution of this Agreement nor the consummation of the Qualifying Transaction contemplated by this Agreement shall, individually or in the aggregate, (i) result in any payment becoming due to any officer, employee, consultant or director of St Charles, (ii) increase or modify any benefits otherwise payable by St Charles to any employee, consultant or director of St Charles, or (iii) result in the acceleration of time of payment or vesting of any such benefits.

- (jj) There does not exist any state of facts which after notice or lapse of time, or both, will constitute a material default or breach on the part of St Charles under any of the provisions contained in any of the material contracts, commitments or agreements of St Charles.
- (kk) The corporate records and minute books of St Charles contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed.
- (ll) No other classes of shares of St Charles are currently in issue other than the St Charles Shares and all of such shares have been validly issued and are fully paid and non-assessable.
- (mm) The business of St Charles is being conducted in all material respects in compliance with all Applicable Laws, regulations and ordinances of all authorities having jurisdiction, except where the failure to comply would not be reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on St Charles.
- (nn) St Charles has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified St Charles of such Governmental Authority's intention to commence or to conduct any investigation that would be reasonably likely to have a Material Adverse Effect on St Charles.
- (oo) St Charles is not insolvent, has not committed any acts of bankruptcy or had a receiver appointed on any of its respective assets or its business.
- (pp) To the knowledge of St Charles, none of the directors or officers of St Charles is or has ever been subject to prior regulatory, criminal or bankruptcy proceedings in Canada or elsewhere.
- (qq) This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement including the Disclosure Document will be, duly authorized, executed and delivered by St Charles and each is or will be a legal, valid and binding obligation of St Charles, enforceable against St Charles in accordance with its terms, subject to (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally, and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.
- (rr) The execution and delivery of this Agreement does not and the consummation of the Qualifying Transaction will not: (i) result in a breach or violation of the articles or by-laws of St Charles; (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement, licence, permit or authority to which St Charles is a party or by which St Charles is bound or to which

any material assets or property of St Charles is subject; or (iii) violate any provision of law or regulation or any judicial or administrative order, award, judgment or decree applicable to St Charles.

- (ss) Assuming the representations of the Vendors in Schedule "G" are true, the Payment Shares will have been issued and distributed in compliance with Securities Laws.
- (tt) None of St Charles nor any director, officer, or, to the knowledge of St Charles, agent, employee or other Person acting on behalf of St Charles has, in the course of its actions for, or on behalf of, St Charles: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the *U.S. Foreign Corrupt Practices Act of 1977*, as amended or the *Corruption of Foreign Public Officials Act (Canada)*; or (iv) made other unlawful payment to any foreign or domestic government official or employee.

## **SCHEDULE "D"**

### **REPRESENTATIONS AND WARRANTIES OF THE VENDORS**

- (a) This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be, duly authorized, executed and delivered by such Vendor, enforceable against such Vendor in accordance with its terms, subject to (i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally, and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.
- (b) The execution and delivery of this Agreement does not and the consummation of the Qualifying Transaction will not: (i) result in a breach or violation of the constating documents of such Vendor that is an entity; (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement, licence, permit or authority to which such Vendor is a party or by which it is bound; or (iii) violate any provision of law or regulation or any judicial or administrative order, award, judgment or decree applicable to such Vendor.
- (c) As of the Closing Date, no person will have any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, for the purchase of such Vendor's Eastern Resources Shares, as applicable, other than as contemplated in Eastern Resources' constating documents or otherwise contemplated in this Agreement.
- (d) Such Vendor has good and marketable title to its Eastern Resources Shares and upon completion of the Qualifying Transaction and registration by the Registry Agency in the Bulgarian Company Register of the transfer of Eastern Resources Shares from the Vendors to AcquireCo, such Vendor's Eastern Resources Shares will be transferred to AcquireCo free and clear of all liens, charges and encumbrances. There is not pending any suit, action or other legal proceeding of any sort to in any manner restrain or prevent such Vendor from effectually and legally transferring its Eastern Resources Shares to AcquireCo, free and clear of all liens, or any action or proceeding, the effect of which would be to cause a lien to attach to any of its Eastern Resources Shares or to divest title to or ownership of any of its Eastern Resources Shares in any manner whatsoever, or to make AcquireCo or Eastern Resources liable for damages as a result of the execution and delivery of this Agreement by such Vendor or the completion by such Vendor of the transactions contemplated herein and such Vendor does not know of any such claim in connection with any of the foregoing.
- (e) Such Vendor has sufficient experience in business, financial and investment matters to understand the merits and risks of acquiring and holding securities of St Charles and has had full access to all of the information it considers necessary or appropriate to make an informed investment decision with respect to the St Charles Shares.

- (f) Such Vendor shall be responsible to pay and remit to competent authorities, and hereby agrees to indemnify St Charles and Eastern Resources for, all taxes of any kind that may be payable in connection with the sale of the Eastern Resources Shares by such Vendor.
- (g) Such Vendor is not in insolvency procedure, has not committed an act of bankruptcy, proposed a compromise or arrangement to its creditors generally, had any petition for a receiving order in bankruptcy filed against it, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have it declared bankrupt or wound-up, taken any proceeding to have a receiver appointed for any part of its assets, had an encumbrancer take possession of any of its property, or had any execution or distress become enforceable or become levied upon any of its property.
- (h) Such Vendor's receipt of the Payment Shares complies with all applicable securities laws of such Vendor's jurisdiction of residence, and, (i) if such Vendor is resident in Canada, such Vendor is an "Accredited Investor" within the meaning of National Instrument 45-106 Prospectus Exemptions or, if such Vendor is resident in Ontario, the *Securities Act* (Ontario), and such Vendor has properly completed and duly executed a Representation Letter for Accredited Investors (the "**Representation Letter**") attached to this Agreement as Schedule "G" indicating the means by which such Vendor is an Accredited Investor, and all statements made by such Vendor in such Representation Letter are true and accurate, or (ii) if such Vendor is resident in a jurisdiction outside of Canada, the distribution of the Payment Shares to such Vendor is exempt from any disclosure requirements under the securities laws of such jurisdiction, and such Vendor has properly completed and duly executed a Representation Letter for Non-Residents (the "**Non-Resident Representation Letter**") attached to this Agreement as Schedule "H" indicating, among other things, the jurisdiction of residence of such Vendor, and all statements made by such Vendor in such Non-Resident Representation Letter are true and accurate.
- (i) Such Vendor has been independently advised as to the restrictions with respect to trading in the Payment Shares imposed by applicable securities legislation, confirms that no representation has been made to it by or on behalf of St Charles with respect thereto, acknowledges that the Vendor is aware of the characteristics of the Payment Shares, the risks relating to holding such Payment Shares and of the fact that such Vendor may not be able to resell the Payment Shares except in accordance with limited exemptions under applicable securities laws and regulatory policy until expiry of the applicable restriction period and compliance with the other requirements of applicable law, and such Vendor agrees that any certificates or other instruments representing the Payment Shares may bear a legend indicating that the resale of such securities is restricted.
- (j) Such Vendor will comply with all applicable securities laws, including with respect to any resale of the Payment Shares and all related restrictions (and St Charles is not in any way responsible for such compliance) and will speak and consult with its own legal advisors with respect to such compliance.



## **SCHEDULE "E"**

### **KUTEL GOLD PROPERTY DESCRIPTION**

The Kutel Gold Property, which forms part of the Kutel Exploration Licence (24.4 km<sup>2</sup>) that is the subject of this Agreement is defined as the area contained within the coordinate points, as displayed on the map below (Figure 1) and listed in the table below (Table 1).

All coordinates in WGS UTM35N.

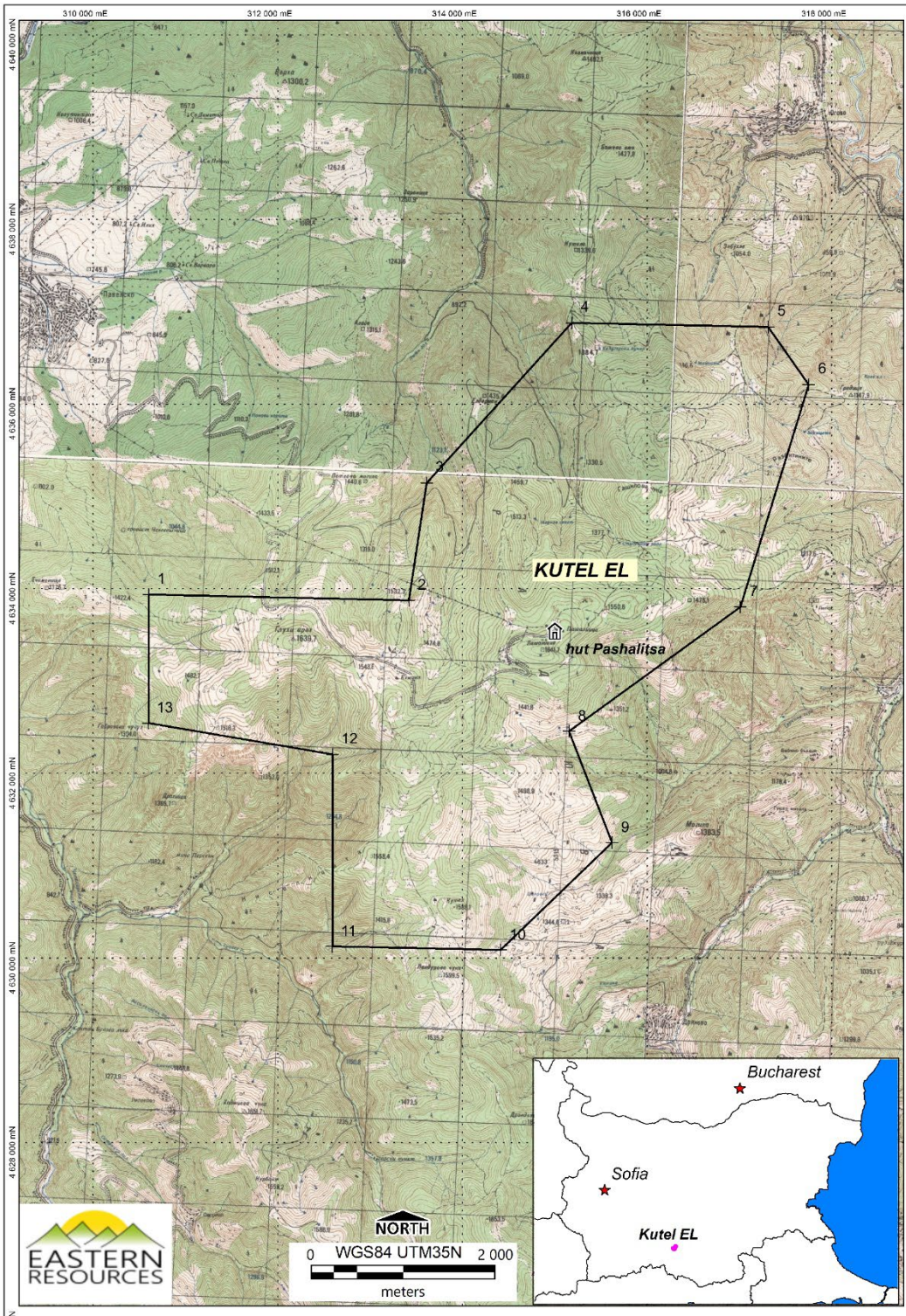


Figure 1. Kutel Exploration Licence and Co-ordinate Corner Points.

Table 1. Kutel Exploration Licence boundary co-ordinates: WGS84 UTM35N co-ordinate system

<b>Point number</b>	<b>Easting (m)</b>	<b>Northing (m)</b>
1	310,603	4,633,938
2	313,420	4,633,874
3	313,613	4,635,147
4	315,183	4,636,880
5	317,311	4,636,835
6	317,751	4,636,212
7	317,011	4,633,802
8	315,153	4,632,456
9	315,620	4,631,251
10	314,413	4,630,089
11	312,591	4,630,126
12	312,592	4,632,206
13	310,598	4,632,544

**SCHEDULE "F"**

**KOSTILKOVO GOLD PROPERTY DESCRIPTION**

The Kostilkovo Gold Property, which forms part of the Chukata Exploration Licence (66.18 km<sup>2</sup>) that is the subject of this Agreement is defined as the area contained within the coordinate points, as displayed on the map below (Figure 2) and listed in the table below (Table 2).

All coordinates in WGS UTM35N.

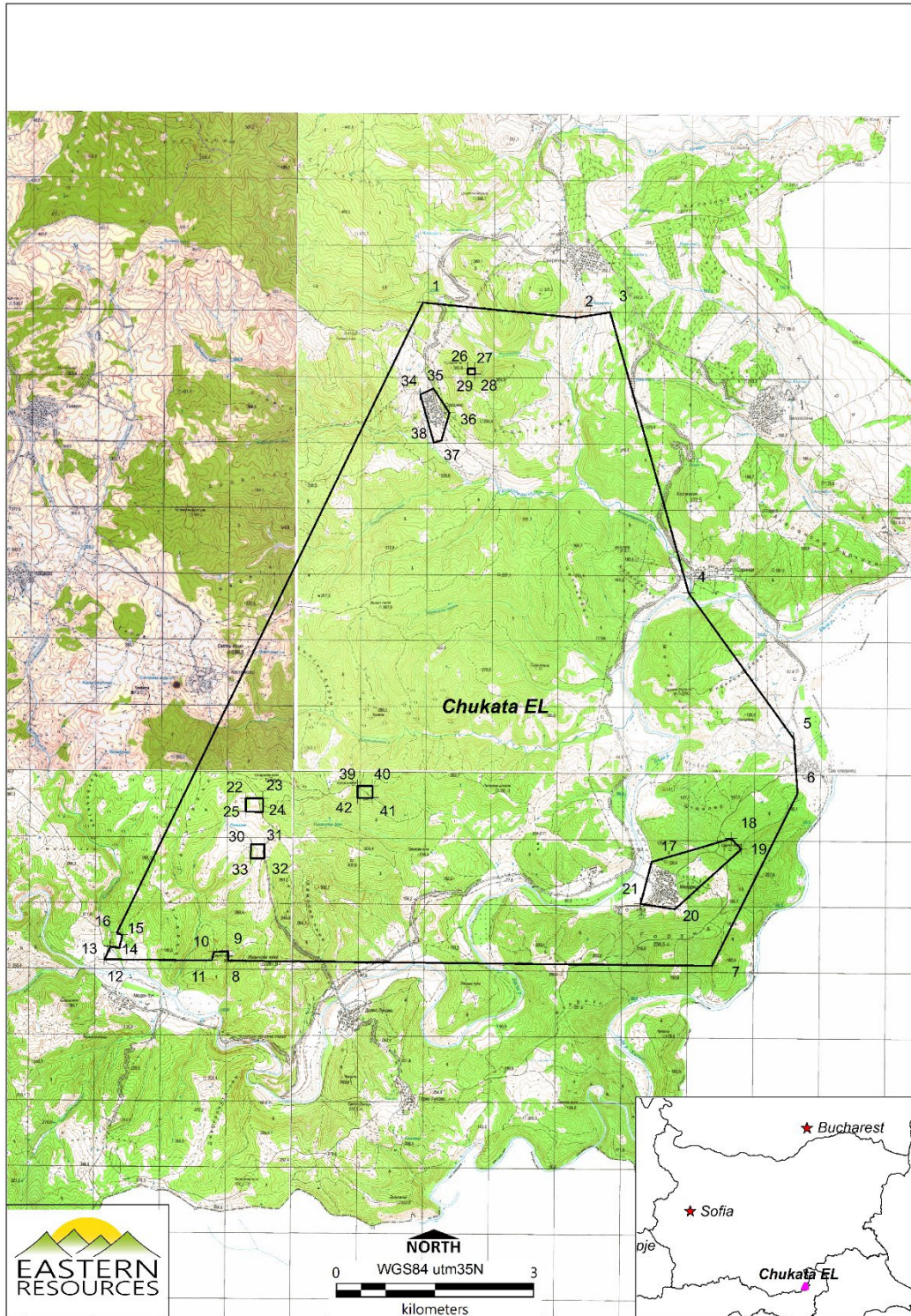


Figure 2. Chukata Exploration Licence and Co-ordinate Corner Points.

Table 2. Chukata Exploration Licence boundary co-ordinates: WGS84 UTM35N co-ordinate system

<b>Point</b>	<b>East</b>	<b>North</b>
1	423,871	4,591,501
2	426,190	4,591,269
3	426,710	4,591,351
4	427,901	4,587,094
5	429,497	4,584,879
6	429,552	4,584,053
7	428,254	4,581,436
8	420,920	4,581,515
9	420,913	4,581,656
10	420,701	4,581,649
11	420,668	4,581,518
12	419,040	4,581,535
13	419,131	4,581,729
14	419,263	4,581,709
15	419,311	4,581,902
16	419,228	4,581,938
<b>Excluded area</b>		
17	424,552	4,590,498
18	424,660	4,590,500
19	424,662	4,590,411
20	424,553	4,590,410
21	423,830	4,590,104
<b>Excluded area</b>		
22	424,028	4,590,197
23	424,271	4,589,825
24	424,151	4,589,406
25	424,036	4,589,376
<b>Excluded area</b>		
26	421,185	4,583,976
27	421,444	4,583,977
28	421,446	4,583,770
29	421,186	4,583,774
<b>Excluded area</b>		
30	422,882	4,584,166
31	423,106	4,584,165
32	423,107	4,583,982
33	422,882	4,583,981
<b>Excluded area</b>		
34	421,264	4,583,280
35	421,468	4,583,281
36	421,469	4,583,069
37	421,258	4,583,067
38	427,339	4,583,014
<b>Excluded area</b>		
39	428,547	4,583,367
40	428,697	4,583,207
41	427,691	4,582,295

42

427,169

4,582,376

**SCHEDULE "G"**

**REPRESENTATION LETTER FOR ACCREDITED INVESTORS**

**TO: ST CHARLES RESOURCES INC.**

**AND TO: EASTERN RESOURCES OOD**

In connection with the issuance of the Payment Shares to the undersigned, the Vendor hereby represents, warrants, covenants and certifies to St Charles and Eastern Resources that:

1. The Vendor is receiving the Payment Shares as principal for its own account or is deemed to be acting as principal pursuant to National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**");
2. The Vendor is an "accredited investor" within the meaning of NI 45-106 or, if the Vendor is resident in Ontario, Section 73.3 of the *Securities Act* (Ontario), by virtue of satisfying the indicated criterion as set out in Appendix "A" to this Representation Letter; and
3. The foregoing representations contained in this Representation Letter are true and accurate as of the date of this Representation Letter and will be true and accurate as of the Closing Date. If any such representations shall not be true and accurate prior to the Closing Date, the Vendor shall give immediate written notice of such fact to the Vendor prior to the Closing Date.
4. Upon execution of this Schedule "G" by the Vendor, this Schedule "G" will be incorporated into and form a part of the Agreement.

All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement to which this Representation Letter is attached.

Dated: \_\_\_\_\_, 2023.

\_\_\_\_\_

Print name of Vendor

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print name of Signatory  
(if different from Vendor)

\_\_\_\_\_  
Title



**APPENDIX "A" TO SCHEDULE "G"**

**ACCREDITED INVESTOR STATUS CERTIFICATE**

**NOTE: THE PURCHASER MUST INITIAL BESIDE THE APPLICABLE PORTION OF THE DEFINITION BELOW AND COMPLETE EACH QUESTION OR DIRECTION WHICH FOLLOWS THE APPLICABLE PORTION OF THE DEFINITION.**

The undersigned (the "**Purchaser**") hereby confirms and certifies to **St Charles Resources Inc.** and **Eastern Resources Ltd.** that the Purchaser is being issued the Payment Shares as principal and that the Purchaser is an "Accredited Investor" as defined in National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**"), and in Ontario, as defined in Section 73.3 of the *Securities Act* (Ontario) as supplemented by the definition in NI 45-106, and is:

\_\_\_\_\_ (a) except in Ontario, a Canadian financial institution or an authorized foreign bank listed in Schedule III of the *Bank Act* (Canada),

\_\_\_\_\_ (a.1) in Ontario, a financial institution described in paragraph 1, 2 or 3 of subsection 73.1 (1) of the *Securities Act* (Ontario),

\_\_\_\_\_ (b) except in Ontario, the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),

\_\_\_\_\_ (b.1) in Ontario, the Business Development Bank of Canada,

\_\_\_\_\_ (c) except in Ontario, a subsidiary of any person referred to in paragraph (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,

\_\_\_\_\_ (c.1) in Ontario, a subsidiary of any person or company referred to in clause (a.1) or (b.1), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,

\_\_\_\_\_ (d) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,

**Jurisdiction(s) registered:** \_\_\_\_\_

**Categories of registration:** \_\_\_\_\_

\_\_\_\_\_ (d.1) in Ontario, a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations,

**Jurisdiction(s) registered:** \_\_\_\_\_

**Categories of registration:** \_\_\_\_\_

\_\_\_\_\_ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),

**Jurisdiction(s) registered:** \_\_\_\_\_

**Categories of registration:** \_\_\_\_\_

\_\_\_\_\_ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),

\_\_\_\_\_ (f) except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada,

\_\_\_\_\_ (f.1) in Ontario, the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada,

\_\_\_\_\_ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,

\_\_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,

\_\_\_\_\_ (i) except in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada,

**Jurisdiction(s) registered:** \_\_\_\_\_

**Categories of registration:** \_\_\_\_\_

\_\_\_\_\_ (i.1) in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada,

**Jurisdiction(s) registered:** \_\_\_\_\_

**Categories of registration:** \_\_\_\_\_

\_\_\_\_\_ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities, exceeds \$1,000,000,

**IF THIS APPLIES, YOU MUST ALSO COMPLETE FORM 45-106F9 ATTACHED AS APPENDIX 2 TO THIS SCHEDULE G**

\_\_\_\_\_ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,

\_\_\_\_\_ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,

**IF THIS APPLIES, YOU MUST ALSO COMPLETE FORM 45-106F9 ATTACHED AS APPENDIX 2 TO THIS SCHEDULE G**

\_\_\_\_\_ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,

**IF THIS APPLIES, YOU MUST ALSO COMPLETE FORM 45-106F9 ATTACHED AS APPENDIX 2 TO THIS SCHEDULE G**

\_\_\_\_\_ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements,

**Type of entity:** \_\_\_\_\_

**Jurisdiction and date of formation:** \_\_\_\_\_

\_\_\_\_\_ (n) an investment fund that distributes or has distributed its securities only to

a person that is or was an accredited investor at the time of the distribution,

a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment] or 2.19 [Additional investment in investment funds] of NI 45-106, or

a person described in paragraph (i) or (ii) immediately above that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106,

\_\_\_\_\_ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Quebec, the securities regulatory authority, has issued a receipt,

\_\_\_\_\_ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,

**Jurisdiction(s) registered:** \_\_\_\_\_

**Registration number(s):** \_\_\_\_\_

\_\_\_\_\_ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,

**Jurisdiction(s) registered:** \_\_\_\_\_

**Categories of registration:** \_\_\_\_\_

\_\_\_\_\_ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,

**Registration number(s) assigned to subscriber:** \_\_\_\_\_

**Name of eligibility adviser or registered adviser:** \_\_\_\_\_

**Jurisdiction(s) registered:** \_\_\_\_\_

**Categories of registration:** \_\_\_\_\_

\_\_\_\_\_ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) [and in Ontario, paragraphs (a.1) to (d.1) or paragraph (i.1)] in form and function,

**Jurisdiction organized:** \_\_\_\_\_

**Type of entity:** \_\_\_\_\_

\_\_\_\_\_ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,

**If this is applicable, each owner of interest must complete and submit its own copy of this Accredited Investor Certificate,**

**Name(s) of owners of interest:** \_\_\_\_\_

**Type of entity (if applicable):** \_\_\_\_\_

**Categories of accredited investor:** \_\_\_\_\_

\_\_\_\_\_ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,

**Name of advisor:** \_\_\_\_\_

**Jurisdiction(s) registered:** \_\_\_\_\_

**Categories of registration:** \_\_\_\_\_

**Basis of exemption:** \_\_\_\_\_

\_\_\_\_\_ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Quebec, the regulator as an accredited investor,

**Jurisdiction(s) recognized or designated:** \_\_\_\_\_

\_\_\_\_\_ (v.1) in Ontario, a person or company that is recognized or designated by the Commission as an accredited investor,

**Jurisdiction(s) recognized or designated:** \_\_\_\_\_

\_\_\_\_\_ (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

**Name(s) of settlor:** \_\_\_\_\_

**Name(s) of trustees:** \_\_\_\_\_

**Categories of accredited investor:** \_\_\_\_\_

**Categories of beneficiaries:** \_\_\_\_\_

**and for purposes hereof, words and phrases which are used in this Accredited Investor Certificate and which are defined in NI 45-106 will have the meaning ascribed thereto in NI 45-106. Certain definitions that are relevant to qualifications as an "Accredited Investor" are attached hereto as Appendix 1. You must review these definitions carefully.**

EXECUTED by the Purchaser at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**If a corporation, partnership or other entity:**

**If an Individual:**

\_\_\_\_\_  
*Signature of Authorized Signatory*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Position of Signatory*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Name of Purchasing Entity*

\_\_\_\_\_  
*Jurisdiction of Residence*

\_\_\_\_\_  
*Jurisdiction of Residence*

## APPENDIX 1 TO SCHEDULE G

## DEFINITIONS RELEVANT TO QUALIFICATIONS AS AN ACCREDITED INVESTOR

- (a) **“Canadian financial institution”** means
- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of the *Cooperative Credit Associations Act* (Canada), or
  - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (b) **“control person”** has the meaning ascribed to that term in securities legislation except in Manitoba, Ontario, Quebec, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, the Northwest Territories and Nunavut where “control person” means any person that holds or is one of a combination of persons that hold
- (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
  - (ii) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of that issuer;
- (c) **“eligibility adviser”** means
- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
  - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
    - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and
    - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (d) **“executive officer”** means, for an issuer, an individual who is
- (i) a chair, vice-chair or president,
  - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production,

- (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
  - (iv) performing a policy-making function in respect of the issuer;
- (e) **“financial assets”** means cash, securities or a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (f) **“founder”** means, in respect of an issuer, a person who,
- (i) acting alone, in conjunction or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
  - (ii) at the time of the trade is actively involved in the business of the issuer;
- (g) **“fully managed account”** means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;
- (h) **“investment fund”** has the meaning ascribed thereto in National Instrument 81-106 - *Investment Fund Continuous Disclosure* except in Ontario where “investment fund” means a mutual fund or anon-redeemable fund;
- (i) **“person”** includes
- (i) an individual,
  - (ii) a corporation,
  - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
  - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;
- except in Ontario where “person” means
- (i) an individual,
  - (ii) a partnership,
  - (iii) an unincorporated association,
  - (iv) an unincorporated syndicate,
  - (v) an unincorporated organization,
  - (vi) a trust,
  - (vii) an executor,
  - (viii) an administrator, and
  - (ix) a legal representative;

- (j) **“related liabilities”** means
- (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
  - (ii) liabilities that are secured by financial assets.
- (k) **“spouse”** means, an individual who,
- (i) is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada), from the other individual,
  - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
  - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii) immediately above or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (l) **“subsidiary”** means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

***Affiliated Entities and Control***

*Except in Ontario:*

1. An issuer is considered to be an affiliate of another issuer if one of them is a subsidiary of the other, or if each of them is controlled by the same person.
2. A person (first person) is considered to control another person (second person) if
  - (i) *the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless the first person holds the voting securities only to secure an obligation,*
  - (ii) *the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests in the partnership, or*
  - (iii) *the second person is a limited partnership and the general partner of the limited partnership is the first person.*

*For Ontario:*

2. A company shall be deemed to be an affiliate of another company if one of them is a subsidiary of the other, or if both are subsidiaries of the same company or if each of them is controlled by the same person or company.
3. A company shall be deemed to be controlled by another person or company or by two or more companies if,
  - (a) voting securities of the first-mentioned company carrying more than 50 per cent of the votes for the election of directors or held, otherwise than by way of security only, by or for the benefit of the other person or company or by or for the benefit of the other companies; and



- (b) the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors of the first-mentioned company.

Unless otherwise stated, all monetary references are in Canadian Dollars

## APPENDIX 2 TO SCHEDULE G

Form 45-106F9

*Form for Individual Accredited Investors***WARNING!**

**This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.**

**SECTION 1 TO BE COMPLETED BY ISSUER OR SELLING SECURITY HOLDER****1. About your investment**

Type of securities:

**Common shares**

Issuer:

**St Charles Resources Inc.****SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER****2. Risk acknowledgement**

This investment is risky. Initial that you understand that:

**Your initials****Risk of loss** – You could lose your entire investment of \$ \_\_\_\_\_.**Liquidity risk** – You may not be able to sell your investment quickly – or at all.**Lack of information** – You may receive little or no information about your investment.

**Lack of advice** – You may not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to [www.aretheyregistered.ca](http://www.aretheyregistered.ca).

**3. Accredited investor status**

You must meet at least **one** of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.

**Your initials**

- Your net income before taxes was more than \$200,000 in each for the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)

<ul style="list-style-type: none"> <li>Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.</li> </ul>	
<ul style="list-style-type: none"> <li>Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.</li> </ul>	
<ul style="list-style-type: none"> <li>Either alone or with your spouse, you may have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)</li> </ul>	
<b>4. Your name and signature</b>	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
<b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>	
<b>5. Salesperson information</b>	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>6. For more information about this investment</b>	
Please contact: St Charles Resources Inc. 180 Bay Street, Suite 4400 Toronto, Ontario, M5J 2T3  Attention: [REDACTED] Telephone: [REDACTED] Email: [REDACTED]	
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>	

**SCHEDULE "H"**  
**NON-RESIDENT REPRESENTATION LETTER**

**(Residents of Jurisdictions other than Canada and the United States)**

**TO: ST CHARLES RESOURCES INC.**  
**AND TO: EASTERN RESOURCES OOD**

**Capitalized terms not specifically defined in this letter have the meaning ascribed to them in the Business Combination Agreement to which this Schedule "H" is attached.**

In addition to the covenants, representations and warranties contained in the Business Combination Agreement to which this Schedule "H" is attached, the Vendor, a resident of a jurisdiction outside of Canada and the United States (the "**International Jurisdiction**"), represents, warrants, covenants and certifies to St Charles and Eastern Resources that:

1. The Vendor is a resident of an International Jurisdiction and the decision to receive Payment Shares was taken in such International Jurisdiction.
2. The delivery of the Business Combination Agreement, the acceptance of it by St Charles and Eastern Resources, and the issuance of the Payment Shares to the Vendor complies with all laws applicable to the Vendor, including the laws of such Vendor's jurisdiction of residence, and all other applicable laws, and will not cause St Charles or Eastern Resources to become subject to, or require it to comply with, any disclosure, prospectus, filing or reporting requirements under any applicable laws of the International Jurisdiction.
3. The Vendor is knowledgeable of, or has been independently advised as to, the application or jurisdiction of the securities laws of the International Jurisdiction that would apply to the issuance of the Payment Shares (other than the securities laws of Canada and the United States).
4. St Charles is issuing the Payment Shares and the Vendor is receiving the Payment Shares pursuant to exemptions from the prospectus and registration requirements under the applicable securities laws of the International Jurisdiction or, if such is not applicable, St Charles is permitted to issue the Payment Shares and the Vendor is permitted to receive the Payment Shares under the applicable securities laws of such International Jurisdiction without the need to rely on exemptions.
5. The applicable securities laws do not require St Charles or Eastern Resources to register any of the Payment Shares, file a prospectus, registration statement, offering memorandum or similar document, or make any filings or disclosures or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction.
6. The Vendor will, if requested by St Charles or Eastern Resources, deliver to St Charles or Eastern Resources, as applicable, a certificate or opinion of local counsel from the International Jurisdiction that will confirm the matters referred to in subparagraphs 2, 4 and 5 above to the satisfaction of St Charles and/or Eastern Resources, as applicable, acting reasonably.
7. The Vendor will not sell, transfer or dispose of the Payment Shares except in accordance with all applicable laws, including applicable securities laws of Canada and the United States, and the Vendor acknowledges that St Charles and Eastern Resources shall have no obligation to register any such purported sale, transfer or disposition which violates applicable Canadian or United States securities laws.

**[Signature Page Follows.]**

Dated: \_\_\_\_\_, 2023.

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Jurisdiction of Vendor

---

Name of Vendor

---

Signature of Vendor

---

If the Vendor is a company, print name and title of Authorized Signing Officer

H-2

**SCHEDULE "I"**  
**EASTERN RESOURCES TITLE OPINIONS FOR EACH PROPERTY**

(as attached)

January 23, 2023

**Eastern Resources Ltd.**

32, Avitsena Street, Sredets municipal region  
1124 Sofia  
Bulgaria

**St Charles Resources Inc.**

Brookfield Place, 181 Bay St. Suite 4400  
Toronto, ON M5J 2T3  
Canada

**TSX Venture Exchange**

100 Adelaide Street West, Suite 300  
Toronto, ON M5H 1S3  
Canada

Dear Sirs/Madams:

**Re: Eastern Resources Ltd (“Eastern Resources”) – Opinion on Mining Rights**

We have acted as local counsel to Eastern Resources (a company, registered in the Bulgarian Company Register under unified identity code ██████████ in Bulgaria in connection with the transfer of all shares in Eastern Resources from its current four shareholders, namely the three Bulgarian companies (i) Seefin Capital OOD, (ii) Balkan Mineral and Discovery EOOD, (iii) GEOPS-Bolkan Drilling Services EOOD, and (iv) the Canadian company Dundee Resources Ltd., to Eastern Resources (UK) Ltd., as contemplated by the Letter of Intent dated September 2, 2022 and entered into by Eastern Resources and the Canadian company St Charles Resources Inc. We hereby offer this Opinion for the sole purpose of the foregoing transaction and only for the benefit of those parties named above.

In giving this Opinion, we have conducted the searches and reviewed the documents outlined in Schedule A to this Opinion (the “**Information**”). Our Opinion is qualified by the assumption that no document or related information has been withheld from us by Eastern Resources and/or any of its shareholders named above. Our Opinion is subject to the assumptions set forth in this Opinion in Part 2.

**1. Opinion**

Based on our review of the Information, we are of the opinion that:

- 1.1 **Chukata Permit:** Eastern Resources is the lawful holder of Permit No 480 of 27.04.2018 (“**Chukata Permit**”), which permit has been issued by the Minister of Energy of the Republic of Bulgaria following a contest pursuant to Article 39 of the Bulgarian Underground Natural Resources Act (“**UNRA**”). With respect to the Chukata Permit:

- (i) It is a permit for the prospecting and exploration of metal underground natural resources (metalliferous minerals) under Article 2, para 1, point 1 of UNRA. It covers the Chukata area, located in the land of the town of Ivaylovgrad, village Sviratchi; village Oreshino; village Belopolyane; village Odrintsi; village Siv Kladenets; village Kostilkovo; village Mandritsa; village Dolno Lukovo; and village Meden Buk, Ivaylovgrad municipality, Haskovo district.
- (ii) The Chukata Permit was issued for an initial term of 3 (three) years until April 23, 2022 and was prolonged for an additional two-year term commencing on April 23, 2022 by virtue of Additional Agreement No 1 of April 27, 2022 to Chukata Agreement. The prolonged term is suspended until the Overall Working Project for this term is approved by the Ministry of Environment and Water and the Minister of Energy.
- (iii) The Chukata Permit permits the holder to conduct exploration activities (surface deposit collection and drilling) aimed at discovering mineral deposits of metal underground natural resources for which the permit has been granted.
- (iv) For the initial 3-year term the permit covered an area of 69.55 sq.kms, as set out in the Appendix to the permit. For the prolonged 2-year term the area was reduced in accordance with the requirements of UNRA and the permit covers an area of 66.18 sq.kms, as set out in the Appendix to Additional Agreement No 1 of April 27, 2022, to Chukata Agreement.

## 1.2 **Chukata Agreement:**

- (i) On February 25, 2019, based on Article 7, para 2, point 7 in conjunction with Article 66 of UNRA, the Chukata Permit and para 63 of the transitional and final provisions of the Law Amending the Law on the Prohibition of Chemical Weapons and on the Control of Toxic Chemical Substances by and between the Minister of Energy and Eastern Resources, an Agreement for prospecting and exploration in the area of "Chukata" was concluded (the 'Chukata Agreement'). The Chukata Agreement was amended on April 27, 2022 by virtue of Additional Agreement No 1 of April 27, 2022 between the Minister of Energy and Eastern Resources;
- (ii) accurate copies of the Chukata Agreement and of the Additional Agreement No 1 of April 27, 2022, as provided by Eastern Resources, are attached as Schedule B to this Opinion;
- (iii) in accordance with Article 78 of UNRA, the Chukata Agreement envisages, *inter alia*, that upon conduct of exploration works Eastern Resources must comply with the effective legislation on the protection of the environment, agricultural lands, forests and cultural values, including the Bulgarian Forests Act and the Bulgarian Law on the Ownership and Protection of Agricultural Lands and secure other consents under such legislation, where applicable, and complete the work program attached as Addendum No 3 to the Chukata Agreement, respectively to the Additional Agreement No 1 of April 27, 2022, as well as the approved (overall and annual) working projects. The value of the works included in the overall work program for the prolonged 2-year term is BGN [REDACTED];



- (iv) in accordance with Article 32, para 3 of UNRA, the Chukata Agreement envisages that part of the initially approved area has to be shed before each prolongation of the term. The Chukata Agreement does not specify any percentage or size of area to be shed and this is agreed between Eastern Resources and the Minister of Energy upon each prolongation of the term;
- (v) the Chukata Agreement requires Eastern Resources to prepare and submit to the Minister of Energy a report on the performance of the approved annual working project not later than 14 (fourteen) days before the end of the respective calendar year. According to the information provided by Eastern Resources, the latter submitted the annual reports as follows: on December 20, 2019 for June-December 2019; on December 14, 2020 for April 2020-April 2021; on November 23, 2021 for April 2021-April 2022; on February 23, 2022 final report for the whole period April 2019-April 2022; no report has been submitted for the period after April 2022 as the authorities have still not approved the working projects for the prolonged 2-year term;
- (vi) the Additional Agreement No 1 of April 27, 2022 requires that annual state fee be paid in the amount of BGN 250.00 per sq.km. and Eastern Resources provided evidence of payment having been duly made in the amount of BGN [REDACTED] for the 2022-2023 period. Eastern Resources also provided evidence for the payment of the annual state fee in the amount of BGN [REDACTED] for the periods 2019-2020, 2020-2021 and 2021-2022 in accordance with the initial requirements of the Chukata Agreement;
- (vii) The Additional Agreement No 1 of April 27, 2022 requires that Eastern Resources provides a bank guarantee as security for the performance of its obligations in the amount of BGN [REDACTED] and BGN [REDACTED] respectively, and agreements between Eastern Resources and First Investment Bank for the issue of such guarantees have been provided.

1.3 **Kutel Permit:** Eastern Resources is the lawful holder of Permit No 491 of October 2, 2018 (“**Kutel Permit**”), which permit has been issued by the Minister of Energy of the Republic of Bulgaria. With respect to the Kutel Permit:

- (i) It is a permit for prospecting and exploration of metal underground natural resources (metalliferous minerals) under Article 2, para 1, point 1 of the UNRA in the Kutel area, located in the land of village Dryanovo, village Yugovo and the town of Lucky, Lucky municipality, Plovdiv district and village Pavelsko, Chepelare municipality, Smolyan district;
- (ii) The Kutel Permit is issued for an initial term of 3 (three) years until December 21, 2023; hence, it could be extended until December 21, 2027 in accordance with the UNRA;
- (iii) The Kutel Permit permits the holder to conduct exploration activities (surface deposit collection and drilling) aimed at discovering mineral deposits of metal underground natural resources for which the permit has been granted;

- (iv) The Kutel Permit covers an area of 24.40 sq.kms, as set out in the Appendix to the permit.

#### **1.4 Kutel Agreement:**

- (i) on October 8, 2020, based on Article 7, para 2, point 7, in conjunction with Article 66 of UNRA, the Kutel Permit and para 88 of the transitional and final provisions of the Act of Amendment and Supplement of UNRA (SG, issue 79 of 2020) by and between the Minister of Energy and Eastern Resources, an agreement for prospecting and exploration in the area of "Kutel" was concluded;
- (ii) an accurate copy of the Kutel Agreement, as provided by Eastern Resources, is attached as Schedule C to this Opinion;
- (iii) in accordance with Article 78 of UNRA, the Kutel Agreement envisages, *inter alia*, that upon conduct of exploration works Eastern Resources must comply with the effective legislation on the protection of the environment, agricultural lands, forests and cultural values, including the Bulgarian Forests Act and the Bulgarian Law on the Ownership and Protection of Agricultural Lands and secure other consents under such legislation, where applicable, and complete the work program attached as Addendum No 3 to the Kutel Agreement, as well as the approved (overall and annual) working projects. The value of the works included in the overall work program for the initial 3-year term is BGN [REDACTED];
- (iv) in accordance with Article 32, para 3 of UNRA, the Kutel Agreement envisages that part of the initially approved area has to be shed before each prolongation of the term. The agreement does not specify any percentage or size of area to be shed and this is agreed between Eastern Resources and the Minister of Energy upon each prolongation of the term;
- (v) the Kutel Agreement requires Eastern Resources to prepare and submit to the Minister of Energy report on the performance of the approved annual working project not later than 14 (fourteen) days before the end of the respective calendar year. According to the information provided by Eastern Resources, the latter submitted on November 23, 2021 the report for December 2020-December 2021 and the report for December 2021-December 2022 was submitted on December 14, 2022;
- (vi) the Kutel Agreement requires that annual state fee be paid in the amount of BGN 100.00 per sq.km. and Eastern Resources provided evidence of payments having been duly made in the amount of BGN [REDACTED] for the 2021-2022 and 2022-2023 periods; and
- (vii) The Kutel Agreement requires that Eastern Resources provide a bank guarantee as security for the performance of its obligations in the amount of BGN 12,820.00 and BGN 4,500.00, respectively, and agreements between Eastern Resources and First Investment Bank for the issue of such guarantees have been provided.

- 1.5 More generally, exploration and prospecting permits for metal underground natural resources ("E&P Permits") in Bulgaria are subject to the following rules:

- (i) E&P Permits are issued for an initial term of up to three years and may be prolonged two times for up to two years each (for a total of 7 years) in accordance with the terms of the respective agreement and provided that the relevant work programs have been completed. A further extension of one year is possible if a geological discovery is found and has to be assessed (Article 31, UNRA);
- (ii) The maximum size that is permitted for E&P Permit for metal underground natural resources is 200 sq.kms (Article 32, UNRA);
- (iii) Pursuant to Article 5, para 1 of UNRA in conjunction with Article 4, para. 1, p. 1 UNRA, rights for metalliferous minerals are granted by virtue of a permit for prospecting and exploration, issued by the Minister of Energy after approval of the Council of Ministers of the Republic of Bulgaria;
- (iv) Upon issuance of the Permit, the holder of the Permit is invited to conclude an agreement for prospecting and exploration. The rights and obligations pertaining to an E&P Permit must be set out in an agreement to be established between the holder of the Permit and the State. According to Article 65, para 1 of UNRA, an E&P Permit enters into force as of the date of conclusion of an agreement for prospecting and exploration. The entry into force of the agreement may be made subject to the fulfillment of conditions determined by the Permit or by the legislation in force (Article 65, para 2, UNRA);
- (v) The rights granted under an E&P Permit are terminated upon termination of the respective agreement for prospecting and exploration. The agreement may be terminated on the grounds specified in Article 67 of UNRA which include, *inter alia*, expiry of the E&P Permit term, objective impossibility of carrying out the activities under the Permit, mutual consent, other grounds envisaged in the agreement for prospecting and exploration. As of the date of the present Opinion, Eastern Resources did not provide information about the existence of any such reason with respect to the Chukata Permit and/or to the Kutel Permit;
- (vi) According to Article 68 of UNRA, the Minister of Energy may suspend the operation of an E&P Permit when the holder of the Permit carries out activities that are in conflict with the effective legislation or violates the provisions of the respective agreement for prospecting and exploration. As of the date of the present Opinion, Eastern Resources did not provide information about the existence of any such reason with respect to Chukata Permit and Kutel Permit;
- (vii) The holder of an E&P Permit must, *inter alia*, report all geological results by way of intermediate reports and final report prepared in accordance with the requirements of the Regulation on the Geological and Technical Documentation of Exploration and Mining Sites (Article 13, UNRA). All information and documentation prepared by an E&P Permit holder is handed over by the holder to the National Geological Fund within 45 days of the termination of the E&P Permit and becomes property of the Bulgarian State (Article 14, UNRA);
- (viii) Upon the discovery and registration of a commercial deposit of minerals, an extraction concession may be granted 'by right' (Articles 28 and 29, UNRA). An extraction

concession may be granted for up to 35 (thirty-five) years and may be extended for up to 15 (fifteen) more years provided that, as of the date of submission of the request, there are resources in the deposit and the concessionaire has fulfilled all its obligations under the concession agreement except for the final activities of liquidation of the mining site and recultivation of the affected lands (Article 36, UNRA);

- (ix) An E&P Permit may only be transferred with a permission of the Minister of Energy (Article 25, para 2, UNRA);
- (x) Pursuant to Article 56 of UNRA, issue of an E&P Permit may be denied where there is a risk to national security, environment, health and safety of people, or cultural sites or values; the permit overlaps another Permit (and it hasn't received consent of the other Permit holders).

#### 1.6 Environment Protection, Archaeological and Cultural Heritage:

- (i) According to Article 1, para 3 of the Kutel Agreement, the area of "Kutel" falls within the protected area BG0001031 – "Rodopi-Middle" for protection of natural habitats of wild flora and fauna included in the list of protected areas, adopted by Decision No 661 of the Council of Ministers as of 16<sup>th</sup> October 2007 and amended by Decision No 811 of the Council of Ministers as of 16 November 2010;
- (ii) According to Article 1, para 3 of the Chukata Agreement, the area of "Chukata" falls within two protected areas, namely: protected area BG0001032 – "Rodopi-East" for protection of natural habitats and wild flora and fauna included in the list of protected areas, adopted by Decision No 122 of the Council of Ministers as of 02.03.2007 and amended by Decision No 811 of the Council of Ministers as of 16 November 2010 and protected area BG0002019 "Byala reka" for protection of wild birds under Article 6, para 1, p. 3 and 4 of the Biodiversity Act, declared by Order No ПД-575/08.09.2008 of the Ministry of Environment and Water, published in SG No 85/2008;
- (iii) The said protected areas are declared as such based on the Bulgarian Biodiversity Act which transposes the requirements of the Birds Directive (Directive 79/409/EEC) and the Habitats Directive (Council Directive 92/43/EEC). These protected areas are also part of Natura 2000 which is a pan-European network of protected areas aimed at ensuring the long-term survival of Europe's most valuable and endangered species and habitats in accordance with national and international agreements in the field of environmental protection and biodiversity.

The Biodiversity Act does not forbid implementation of investment projects, including exploration or mining activities, but Article 31 of the said Act provides that plans, programs, projects and investment proposals that are not directly related to or necessary for the management of the protected areas and which individually or in interaction with other plans, programs, projects or investment proposals may have a significant negative impact on the protected areas, are subject to assessment of their compatibility with the subject and conservation objectives of the respective protected area.

In performance of this requirement and the explicit provisions in this regard in the Chukata Agreement and in the Kutel Agreement, Eastern Resources submitted the overall working projects for the two sites to the authorities for review and assessment and:

- A letter from the Ministry of Environment and Water (No HC3II-89/23.04.2019) was issued that the overall working project for prospecting and exploration in Chukata area is not subject to environmental impact assessment or ecological assessment under the Environmental Protection Act, nor to compatibility assessment under the regulation issued on the basis of Article 31a of the Biodiversity Act;
  - A letter from the Ministry of Environment and Water (No HC3II-632/21.12.2020) was issued that the overall working project for prospecting and exploration in Kutel area is not subject to environmental impact assessment or ecological assessment under the Environmental Protection Act, nor to compatibility assessment under the regulation issued on the basis of Article 31a of the Biodiversity Act;
- (iv) According to Article 1, para 4 of the Chukata Agreement, on the territory of Chukata area there are 19 archaeological immovable cultural assets and their respective protected areas.

The preservation and protection of cultural heritage in Bulgaria are governed by the Cultural Heritage Act. The said Act does not forbid implementation of investment projects, including exploration or mining activities, but Article 161 requires that the implementation of investment projects of individuals and legal entities in territories for which there is evidence of the presence of archaeological sites must be preceded, before the start of construction works, by rescue field archaeological surveys, which establish whether archaeological sites will not be affected or disturbed.

In the case of Chukata area the said 19 archaeological immovable cultural assets are already established and their respective protected areas are defined. Because of this Article 6, para 2, p. 26 of the Chukata Agreement envisages that the area of the assets and the related protected areas should not be included in the scope of the exploration and prospecting activities. And, Article 6, para 2, p. 15 of the Chukata Agreement obliges Eastern Resources to comply with the requirements of Article 160, para 2 of the Cultural Heritage Act and to allow authorities to perform regular monitoring of the condition of the cultural heritage assets.

Under Article 160, para 2 of the Cultural Heritage Act, when during the search, exploration and extraction of underground resources and during other activities related to impact on the Earth's surface, the Earth's foundation, the Earth's subsoil and underwater, structures and findings are discovered that have signs of cultural heritage, the activity is stopped immediately and competent authorities are informed.

Similar obligation is envisaged also in Article 30, UNRA: the holder of the Permit for prospecting and exploration is obliged if, mineral, historical or archaeological findings

having the signs of cultural heritage are discovered, to stop the work in due time and inform immediately the Minister of Energy and the Minister of Culture.

## **2. Assumptions**

For the purposes of this Opinion, we have, without independent investigation or verification, assumed:

- 2.1 that the State had sufficient title in order to be able to grant the Chukata Permit and the Kutel Permit;
- 2.2 the genuineness of all signatures, the legal capacity of all individuals, the authenticity of all documents made available to us as originals and the conformity to authentic originals of all documents obtained or submitted to us as photocopies or facsimiles;
- 2.3 the existence, power and capacity and due authorization, at all relevant times, of all legal persons or entities referred to in this opinion;
- 2.4 that the documents examined, whether originals or copies, have not been amended or rescinded, except as specifically set out herein; and
- 2.5 the accuracy, correctness and completeness of the indexes and filing systems maintained at the public registries and offices we have searched, inquired or have caused searches or inquiries to be conducted, as the case may be, and of the information and advice provided to us by appropriate government, regulatory or other like officials with respect to those matters referred to herein.

## **3. Opinion Scope**

This Opinion has been prepared for the sole benefit of the addressees hereof and their respective successors and permitted assigns.

This Opinion may be used by the addressees for purposes associated with the transaction first mentioned herein.

This Opinion, and each of the opinions expressed therein, are valid only as of the dates and times described therein. We undertake to update this Opinion and advise the addressees of any such updates if, during a period of 30 days after the closing of the transaction first mentioned herein, there are any changes in the law or if there are any changes in the facts that are brought to our knowledge that affect or bear upon this Opinion or any of the opinions expressed herein.

Yordanova, Rizova and Partners Law Office is a law firm that is established and operating in Bulgaria in accordance with the Bulgarian Bar Act, and is qualified to provide legal advice and opinion on matters of law.

Yours truly,

Yavor Ruskov, Partner  
Yordanova, Rizova and Partners Law Office

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**SCHEDULE "A"**  
**INFORMATION**

- 1) Permit No 491 dated 02.10.2018 of the Minister of Energy of the Republic of Bulgaria for prospecting and exploration of metal natural resources – underground resources under Article 2, para 1, point 1 of UNRA in the Kutel area, located in the land of village Dryanovo, village Yugovo and the town of Lucky, Lucky municipality, Plovdiv district and village Pavelsko, Chepelare municipality, Smolyan district;
- 2) Agreement for prospecting and exploration of metal natural resources – underground resources under Article 2, para 1, point 1 of UNRA in the Kutel area, located in the land of village Dryanovo, village Yugovo and the town of Lucky, Lucky municipality, Plovdiv district and village Pavelsko, Chepelare municipality, Smolyan district along with Addendum No 1, Addendum No 2 and Addendum No 3 dated 08.10.2020;
- 3) A payment order of fees for the Kutel land plot for the year 2022-2023 in the amount of BGN 2,420.00.
- 4) A payment order of fees for the Kutel land plot for the year 2021-2022 in the amount of BGN 2,420.00.
- 5) Letter from the Ministry of Environment and Water No HC3II-632/21.12.2020 stating that the overall working project for prospecting and explanation in Kutel area is not subject to environmental impact assessment or ecological assessment under the Environmental Protection Act, nor to compatibility assessment under the Regulation issued on the basis of Article 31a of the Biodiversity Act.
- 6) Letter from Eastern Resources No ER-05/09.11.2020 to the Ministry of Energy presenting the Overall geological project for prospecting and exploration in Kutel; the Yearly working project for prospecting and exploration in Kutel and the Overall working project for recultivation of the land plots affected by the prospecting and exploration activities in the area of Kutel.
- 7) Contract dated 21.01.2021 between First Investment Bank, Eastern Resources and Mr. Danko Zhelev for issuance of a Bank guarantee No 000LG-M-000300 in the amount of BGN 4,500.00 valid until 21.01.2023 under the Kutel Prospecting and Exploration Agreement.
- 8) Contract dated 21.01.2021 between First Investment Bank, Eastern Resources and Mr. Danko Zhelev for issuance of a Bank guarantee No 000LG-M-000299 in the amount of BGN 12,820.00 valid until 21.01.2023 under the Kutel Prospecting and Exploration Agreement.
- 9) Letter from the Deputy Minister of Energy No E-26-II-240/21.04.2021 for approval of the Whole working project for prospecting and exploration in Kutel and the Yearly working project for prospecting and exploration in Kutel.
- 10) Letter from the Deputy Minister of Energy No E-26-II-223/27.01.2022 for approval of the Yearly working project for prospecting and exploration in Kutel for 2022.
- 11) Permit No 480 dated 27.04.2018 of the Minister of Energy of the Republic of Bulgaria for prospecting and exploration of metal natural resources – underground resources under



- Article 2, para 1, point 1 of the UNRA in Chukata area, located in the land of the town of Ivaylovgrad, village Sviratchi; village Oreshino; village Belopolyane; village Odrintsi; village Siv Kladenets; village Kostilkovo; village Mandritsa; village Dolno Lukovo; and village Meden Buk, Ivaylovgrad municipality, Haskovo district.
- 12) Agreement for prospecting and exploration of metal natural resources – underground resources under Article 2, para 1, point 1 of the UNRA in Chukata area, located in the land of the town of Ivaylovgrad, village Sviratchi; village Oreshino; village Belopolyane; village Odrintsi; village Siv Kladenets; village Kostilkovo; village Mandritsa; village Dolno Lukovo; and village Meden Buk, Ivaylovgrad municipality, Haskovo district along with Addendum No 1, Addendum No 2 and Addendum No 3 dated 25.02.2019.
  - 13) Additional Agreement No 1 to the Chukata Agreement for Prospecting and Exploration along with Addendum No 1, Addendum No 2 and Addendum No 3 dated 27.04.2022.
  - 14) A payment order of fees for the Chukata land plot for the year 2022-2023 in the amount of BGN 16,750.00.
  - 15) A payment order of fees for the Chukata land plot for the year 2021-2022 in the amount of BGN 6,955.00.
  - 16) A payment order of fees for the Chukata land plot for the year 2020-2021 in the amount of BGN 6,955.00
  - 17) A payment order of fees for the Chukata land plot for the year 2019-2020 in the amount of BGN 6,955.00
  - 18) Letter to the Ministry of Energy entry No Б-26-И-149/29.04.2022 presenting the Yearly geological project for prospecting and exploration in Chukata for the period 23.04.2022 – 23.04.2023.
  - 19) Letter to the Ministry of Energy entry No E-26-И-148/29.04.2022 presenting the Overall geological project for prospecting and exploration in Chukata for the period 23.04.2022 – 23.04.2024.
  - 20) A payment order under Article 2, para 2, point 3 of the Chukata Prospecting and Exploration Agreement.
  - 21) Letter to the Ministry of Energy entry No E-26-И-128/07.04.2020 from Eastern Resources with request for temporary stay of the Chukata Prospecting and Exploration Agreement pursuant to its Article 18, para 2 and Article 16 upon mutual consent as of 13.03.2020.
  - 22) Letter from the Deputy Minister of Energy No E-26-И-148/31.05.2022 for approval of the Overall working project for prospecting and exploration in Chukata (2022-2024) and the Yearly working project for prospecting and exploration in Chukata.
  - 23) Letter from the Ministry of Environment and Water No HC3И-89/23.04.2019 that the Overall working project for prospecting and explanation in Chukata area is not subject to environmental impact assessment or ecological assessment under the Environmental

Protection Act, nor to compatibility assessment under the regulation issued on the basis of Article 31a of the Biodiversity Act.

- 24) Contract No 000LG-M-000318/13.05.2022 between First Investment Bank, Eastern Resources and Mr. Danko Zhelev for issuance of a Bank guarantee in the amount of BGN 2,000 valid until 23.12.2024 under the Chukata Prospecting and Exploration Agreement.
- 25) Contract No 000LG-M-000319/13.05.2022 between First Investment Bank, Eastern Resources and Mr. Danko Zhelev for the issuance of a Bank guarantee in the amount of BGN 14,600 valid until 23.07.2024 under the Chukata Prospecting and Exploration Agreement.

#### **Additional information reviewed**

- Decision for the opening of proceedings for a granting of authorization for the prospecting and exploration of metal minerals in “Kutel” area, Smolyan district, available on the website of the Ministry of Energy dated 09.06.2017:  
<https://me.government.bg/bg/competitions/otkrivane-na-proizvodstvo-po-predostavyane-na-razreshenie-za-tarsene-i-prouchvane-na-metalni-polezni-izkopaemi-v-plosht-kutel-oblast-smolyan-1143-c38-1.html>;
- Register of the permits for prospecting and exploration, available here:  
<https://data.egov.bg/data/resourceView/7ebf1921-0b92-40ee-9a9d-2f6c3b80eeeb>
- Notification as of 15.10.2018 of Lucky municipality for the Permit No 491 dated 02.10.2018, available here:  
[https://www.oblaki.com/main.php?module=info&object=info&action=view&inf\\_id=100](https://www.oblaki.com/main.php?module=info&object=info&action=view&inf_id=100)
- Map of the active permits for prospecting and exploration, available here:  
<https://www.me.government.bg/uploads/manager/source/NGS/ERKR.pdf>
- Decision for opening of proceedings for granting an authorization for prospecting and exploration of metal minerals in “Chukata” area, Haskovo district, available on the website of the Ministry of Energy dated 03.04.2015:  
<https://me.government.bg/bg/competitions/otkrivane-na-proizvodstvo-po-predostavyane-na-razreshenie-za-tarsene-i-prouchvane-na-metalni-polezni-izkopaemi-v-plosht-chukata-oblast-haskovo-955-c38-1.html>
- Underground Natural Resources Act.

**SCHEDULE "B"**  
**CHUKATA AGREEMENT**

DRAFT

**SCHEDULE "C"**  
**KUTEL AGREEMENT**

DRAFT

**SCHEDULE "J"**  
**FORM OF POWER OF ATTORNEY OF LEGAL REPRESENTATIVE**

(as attached)

## POWER OF ATTORNEY

**Dundee Resources Limited**, a limited liability company organized and existing under the laws of Canada, having its registered seat and address at 1, Adelaide Street East, 20<sup>th</sup> floor, Toronto, Ontario, Canada, corporation No 1814267 (hereinafter referred to as “**DRL**”), represented by Jonathan Goodman, citizen of ..., born on ..., holder of passport No ..., issued on ..., by ..., and expiring on ..., in his/her capacity of ...,

### HEREBY AUTHORIZES

1. ..., citizen of ..., Personal Identification Number ..., holder of ID Card No ..., issued on ... by ...; and
2. ..., citizen of ..., Personal Identification Number ..., holder of ID Card No ..., issued on ... by ...,

**Jointly or severally** to undertake, carry out and perform in the name and on behalf of DRL any and all actions, which may be required or necessary for effecting the sale and transfer by DRL to Eastern Resources (UK) Ltd., a limited liability company organized and existing under the laws of the United Kingdom, with registered seat and address at ..., United Kingdom, registration No ..., of all 5 (five) shares, each with a nominal value of BGN 136,100 (one hundred thirty-six thousand and one hundred Bulgarian Levs) and an aggregate nominal value of BGN 680,500 (six hundred eighty thousand and five hundred Bulgarian Levs) (“the Shares”), owned by DRL in the share capital of Eastern Resources OOD, a limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 32, Avitsena Street, Sredets municipal region, 1124 Sofia, Bulgaria, uniform ID code 203263097, under the terms and conditions agreed in a share transfer agreement,

### INCLUDING BUT NOT LIMITED TO:

1. negotiate and sign share transfer agreement with Eastern Resources (UK) Ltd. for the sale and transfer of the Shares in consideration for a purchase price and under terms and conditions as agreed with Eastern Resources (UK) Ltd.;

## ПЪЛНОМОЩНО

„**Дънди Рисорсес Лимитед**”, дружество с ограничена отговорност учредено и действащо съгласно законите на Канада, със седалище и адрес на управление ул. „Аделайд Стрийт Ийст” № 1, ет. 20, Торонто, Онтарио, Канада, регистрационен номер 1814267 (наричано по-долу „**ДРЛ**”), представлявано от Джонатан Гудман, гражданин на ..., роден на ..., притежаващ паспорт № ..., издаден на ... от ..., валиден до ..., в качеството си на ...,

### УПЪЛНОМОЩАВА

1. ..., гражданин на ..., ЕГН ..., притежател на лична карта № ..., издадена на ... г. от ..., и
2. ..., гражданин на ..., ЕГН ..., притежател на лична карта № ..., издадена на ... г. от ...,

**Заедно или поотделно** да предприемат и извършват за и от името на ДРЛ всякакви и всички необходими или изискуеми действия във връзка с продажбата и прехвърлянето от страна на ДРЛ на Ийстърн Рисорсиз (ЮК) Лтд., дружество с ограничена отговорност учредено и съществуващо съгласно законите на Обединеното Кралство, със седалище и адрес на управление ..., Обединено Кралство, с регистрационен номер ..., на всички 5 (пет) дяла, всеки с номинална стойност от 136 100 (сто тридесет и шест хиляди и сто) лева и обща номинална стойност от 680 500 (шест стотин и осемдесет хиляди и петстотин) лева („Дяловете”), притежавани от ДРЛ от капитала на „Източни Ресурси” ООД, дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Авицена” № 32, район „Средец”, София 1124, България, ЕИК 203263097, при условия, които се уговорят в договор за прехвърляне на дялове,

### ВКЛЮЧИТЕЛНО, НО НЕ САМО:

1. преговарят и подписват договор за прехвърляне на дялове с Ийстърн Рисорсиз (ЮК) Лтд. за продажбата и прехвърлянето на Дяловете срещу покупна цена и при

- |   |   |
|---|---|
|   | други условия, каквито бъдат уговорени с Ийстърн Рисорсиз (ЮК) Лтд.;  |
| 2. make all filings, registrations and notifications and to carry out any other action which may be required for the sale and transfer of the Shares by DRL to Eastern Resources (UK) Ltd. and its registration in the Company Register with the Bulgarian Registry Agency;   | 2. извършат всички подавания на документи, регистрации, уведомления и други необходими действия във връзка със продажбата и прехвърлянето на дяловете от ДРЛ на Ийстърн Рисорсиз (ЮК) Лтд. и вписването му в търговския регистър при българската Агенция по вписванията;  |
| 3. Authorize third parties with the powers conferred to him/her under this power of attorney;   | 3. Преупълномощават трети лица с правата, дадени му/ ѝ с настоящото пълномощно;   |
| 4. Act as a representative of Eastern Resources (UK) Ltd., including for the purpose of signing in the name and on behalf of Eastern Resources (UK) Ltd. of the agreed share transfer agreement, while at the same time acting also as an authorized representative of DRL on the grounds of this power of attorney. For avoidance of doubt, this should be considered as consent within the meaning of Art. 38, Para 1 of the Bulgarian Obligations and Contracts Act. | 4. Действат като представител на Ийстърн Рисорсиз (ЮК) Лтд., включително за целите на подписване за и от името на Ийстърн Рисорсиз (ЮК) Лтд. на договор за прехвърляне на дялове, като в същото време действат и като упълномощен представител на ДРЛ въз основа на настоящото пълномощно. С оглед избягване на съмнение, настоящото да се счита за съгласие, по смисъла на чл. 38, ал. 1 от българския Закон за задълженията и договорите. |

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Jonathan Goodman / Джонатан Гудман

## POWER OF ATTORNEY

**EASTERN RESOURCES (UK) LTD.**, a limited liability company organized and existing under the laws of the United Kingdom, with registered seat and address at ..., United Kingdom, registration No ... (hereinafter referred to as “**ER UK**”), represented by ..., citizen of ..., born on ..., holder of passport No ..., issued on ..., by ..., and expiring on ..., in his/her capacity of ...,

### HEREBY AUTHORIZES

1. ..., citizen of ..., Personal Identification Number ..., holder of ID Card No ..., issued on ... by ...; and
2. ..., citizen of ..., Personal Identification Number ..., holder of ID Card No ..., issued on ... by ...

**Jointly or severally** to undertake, carry out and perform in the name and on behalf of ER UK any and all actions, which may be required or necessary for effecting the purchase and acquisition by ER UK of all 35 (thirty-five) shares with an aggregate nominal value of BGN 680,530 (six hundred eighty thousand five hundred and thirty Bulgarian Levs) (“the Shares”) in the share capital of Eastern Resources OOD, a limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 32, Avitsena Street, Sredets municipal region, 1124 Sofia, Bulgaria, uniform ID code 203263097 (“the Company”), representing 100% of the share capital in the Company from the current shareholders in the Company (collectively the “Shareholders”), namely:

- (i) Seefin Capital OOD, a limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 32, Avitsena Street, Sredets municipal region, 1124 Sofia, Bulgaria, uniform ID code 201517593, owner of 10 (ten) shares of the share capital of the Company, each with a nominal value of BGN 1 (one Bulgarian Lev) and an aggregate nominal value of BGN 10 (ten Bulgarian Levs);

## ПЪЛНОМОЩНО

**ИЙСТЪРН РИСОРСИЗ (ЮК) ЛТД.**, дружество с ограничена отговорност учредено и съществуващо съгласно законите на Обединеното Кралство, със седалище и адрес на управление ..., Обединено Кралство, с регистрационен номер ... (наричано по-долу „**ИР ЮК**”), представлявано от ..., гражданин на ..., роден на ..., притежаващ паспорт № ..., издаден на ... от ..., валиден до ..., в качеството си на ...,

### УПЪЛНОМОЩАВА

1. ..., гражданин на ..., ЕГН ..., притежател на лична карта № ..., издадена на ... г. от ..., и
2. ..., гражданин на ..., ЕГН ..., притежател на лична карта № ..., издадена на ... г. от ...

**Заедно или поотделно** да предприемат и извършват за и от името на ИР ЮК всякакви и всички необходими или изискуеми действия във връзка със закупуването и придобиването от страна на ИР ЮК на всички 35 (тридесет и пет) дяла с обща номинална стойност от 680 530 (шест стотин и осемдесет хиляди петстотин и тридесет) лева („Дяловете“) в капитала на „Източни Ресурси“ ООД, дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Авицена“ № 32, район „Средец“, София 1124, България, ЕИК 203263097 („Дружеството“), съставляващи 100% от дружествения капитал на Дружеството от настоящите съдружници в Дружеството (заедно „Съдружниците“), а именно:

- (i) „Сийфин Капитал“ ООД, дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Авицена“ № 32, район „Средец“, София 1124, България, ЕИК 201517593, собственик на 10 (десет) дяла от капитала на Дружеството, всеки с номинална стойност от 1 (един) лев и обща номинална стойност от 10 (десет) лева;



- |   |   |
|---|---|
| <p>(ii) Geops – Bolkan Drilling Services EOOD, a sole ownership limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 105, Zaharia Street, 4230 Asenovgrad, Bulgaria, uniform ID code 115827779, owner of 10 (ten) shares of the share capital of the Company, each with a nominal value of BGN 1 (one Bulgarian Lev) and an aggregate nominal value of BGN 10 (ten Bulgarian Levs);</p> <p>(iii) Balkan Mineral &amp; Discovery EOOD, a sole ownership limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 3, Kap. Petko Voyvoda Street, entr. A, floor 2, app. 4, 6480 Madzharovo, Bulgaria, uniform ID code 203111659, owner of 10 (ten) shares of the share capital of the Company, each with a nominal value of BGN 1 (one Bulgarian Lev) and an aggregate nominal value of BGN 10 (ten Bulgarian Levs), and</p> <p>(iv) Dundee Resources Limited, a limited liability company organized and existing under the laws of Canada, having its registered seat and address at 1, Adelaide Street East, 20<sup>th</sup> floor, Toronto, Ontario, Canada, corporation No 1814267, owner of 5 (five) shares of the share capital of the Company, each with a nominal value of BGN 136,100 (one hundred thirty-six thousand and one hundred Bulgarian Levs) and an aggregate nominal value of BGN 680,500 (six hundred eighty thousand and five hundred Bulgarian Levs),</p> | <p>(ii) „Геопс-Болкан Дрилинг Сервисис” ЕООД, еднолично дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Захария” № 105, Асеновград 4230, България, ЕИК 115827779, собственик на 10 (десет) дяла от капитала на Дружеството, всеки с номинална стойност от 1 (един) лев и обща номинална стойност от 10 (десет) лева;</p> <p>(iii) „Болкан Минерал енд Дискавъри” ЕООД, еднолично дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Капитан Петко Войвода” № 3, вх. А, ет. 2, ап. 4, Маджарово 6480, България, ЕИК 203111659, собственик на 10 (десет) дяла от капитала на Дружеството, всеки с номинална стойност от 1 (един) лев и обща номинална стойност от 10 (десет) лева; и</p> <p>(iv) „Дънди Рисорсес Лимитед”, дружество с ограничена отговорност учредено и действащо съгласно законите на Канада, със седалище и адрес на управление ул. „Аделаид Стрийт Ийст” № 1, ет. 20, Торонто, Онтарио, Канада, регистрационен номер 1814267, собственик на 5 (пет) дяла от капитала на Дружеството, всеки с номинална стойност от 136 100 (сто тридесет и шест хиляди и сто) лева и обща номинална стойност от 680 500 (шест стотин и осемдесет хиляди и петстотин) лева,</p> |
|---|---|

under the terms and conditions agreed in share transfer agreement(s),

при условия, които се уговорят в договор(и) за прехвърляне на дялове,

**INCLUDING BUT NOT LIMITED TO:**

**ВКЛЮЧИТЕЛНО, НО НЕ САМО ДА:**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. negotiate and sign share transfer agreement(s) with the Shareholders for the purchase and transfer of the Shares in consideration for a purchase price and under terms and conditions as agreed with the Shareholders;</li> <li>2. make all filings, registrations and notifications and to carry out any other action which may be</li> </ol> | <ol style="list-style-type: none"> <li>1. преговарят и подписват договор(и) за прехвърляне на дялове със Съдружниците за закупуването и прехвърлянето на Дяловете срещу покупна цена и при други условия, каквито бъдат уговорени със Съдружниците;</li> <li>2. извършат всички подавания на документи, регистрации, уведомления и други</li> </ol> |
|--|---|

required for the purchase and transfer of the Shares by the Shareholders to ER UK and its registration in the Company Register with the Bulgarian Registry Agency;

3. Authorize third parties with the powers conferred to him/her under this power of attorney;
4. Act as a representative of the Shareholders, including for the purpose of signing in the name and on behalf of the Shareholders of the agreed share transfer agreement(s), while at the same time acting also as an authorized representative of ER UK on the grounds of this power of attorney. For avoidance of doubt, this should be considered as consent within the meaning of Art. 38, Para 1 of the Bulgarian Obligations and Contracts Act.

необходими действия във връзка със закупуването и прехвърлянето на Дяловете от Съдружниците на ИР ЮК и вписването му в търговския регистър при българската Агенция по вписванията;

3. Преупълномощават трети лица с правата, дадени му/ ѝ с настоящото пълномощно;
4. Действат като представител на Съдружниците, включително за целите на подписване за и от името на Съдружниците на договор(и) за прехвърляне на дялове, като в същото време действат и като упълномощен представител на ИР ЮК въз основа на настоящото пълномощно. С оглед избягване на съмнение, настоящото да се счита за съгласие, по смисъла на чл. 38, ал. 1 от българския Закон за задълженията и договорите.

**SCHEDULE "K"**  
**FORM OF SHARE TRANSFER AGREEMENT**

(as attached)

## SHARE TRANSFER AGREEMENT

Today, ... 2023, the present share transfer agreement ("the Agreement") was concluded by and between:

1. **Seefin Capital OOD**, a limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 32, Avitsena Street, Sredets municipal region, 1124 Sofia, Bulgaria, uniform ID code 201517593 ("**Seefin**"), represented by its managing director and legal representative Sean Maxwell Hasson, Irish citizen, born on 17 December 1972, holder of passport No ..., issued on ... by ..., valid until ...;
2. **Geops – Bolkan Drilling Services EOOD**, a sole ownership limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 105, Zaharia Street, 4230 Asenovgrad, Bulgaria, uniform ID code 115827779 ("**Geops**"), represented by its managing director and legal representative Vasil Kostadinov Andreev, Bulgarian citizen, PIN 6203264643, holder of ID card No ..., issued on ... by ..., valid until ...;
3. **Balkan Mineral & Discovery EOOD**, a sole ownership limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 3, Kap. Petko Voyvoda Street, entr. A, floor 2, app. 4, 6480 Madzharovo, Bulgaria, uniform ID code 203111659 ("**БММ**"), represented by its managing director and legal representative Danko Zhelev Zhelev, Bulgarian citizen, PIN 5408070585, holder of ID card No ..., issued on ... by ..., valid until ...; and
4. **Dundee Resources Limited**, a limited liability company organized and existing under the laws of Canada, having its registered seat and address at 1, Adelaide Street East, 20<sup>th</sup> floor, Toronto, Ontario, Canada, corporation No 1814267 ("**DRL**"), represented by ..., citizen of ..., PIN ..., holder of ID card No ..., issued on ... by ..., valid until ..., in his/her capacity of authorized representative under Power of Attorney of ... 2022, notary certified by ...

## ДОГОВОР ЗА ПРЕХВЪРЛЯНЕ НА ДЯЛОВЕ

Днес, ... 2023 г., се сключи настоящият договор за прехвърляне на дялове („Договорът“) от и между:

1. **„Сийфин Капитал“ ООД**, дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Авицена“ № 32, район „Средец“, София 1124, България, ЕИК 201517593 („**Сийфин**“), представлявано от своя управител и законен представител Шон Максвел Хесън, ирландски гражданин, роден на 17 декември 1972 г., притежаващ паспорт № ..., издаден на ... г. от ..., валиден до ... г.,
2. **„Геопс-Болкан Дрилинг Сервисис“ ЕООД**, еднолично дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Захария“ № 105, Асеновград 4230, България, ЕИК 115827779 („**Геопс**“), представлявано от своя управител и законен представител Васил Костадинов Андреев, български гражданин, ЕГН 6203264643, притежаващ лична карта № ..., издадена на ... г. от ..., валидна до ... г.,
3. **„Болкан Минерал енд Дискавъръри“ ЕООД**, еднолично дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Капитан Петко Войвода“ № 3, вх. А, ет. 2, ап. 4, Маджарово 6480, България, ЕИК 203111659 („**БММ**“), представлявано от своя управител и законен представител Данко Желев Желев, български гражданин, ЕГН 5408070585, притежаващ лична карта № ..., издадена на ... г. от ..., валидна до ... г.,
4. **„Дънди Рисорсес Лимитед“**, дружество с ограничена отговорност учредено и действащо съгласно законите на Канада, със седалище и адрес на управление ул. „Аделайд Стрийт Ийст“ № 1, ет. 20, Торонто, Онтарио, Канада, регистрационен номер 1814267 („**ДРЛ**“), представлявано от ..., гражданин на ..., ЕГН ..., притежаващ лична карта № ..., издадена на ... г. от ..., валидна до ... г., в качеството си на упълномощен

hereinafter jointly referred to as the “Sellers”, and

**Eastern Resources (UK) Ltd.**, a limited liability company organized and existing under the laws of the United Kingdom, with registered seat and address at [REDACTED], United Kingdom, registration No [REDACTED] (the “Buyer”), represented by [REDACTED], citizen of [REDACTED], PIN [REDACTED], holder of ID card No [REDACTED], issued on [REDACTED] by [REDACTED], valid until [REDACTED], in his/her capacity of authorized representative under Power of Attorney of [REDACTED] 2022, notary certified by [REDACTED],

The Sellers and the Buyer jointly referred to as “the Parties”, and individually as “the Party”.

**WHEREAS**, the Sellers are the owners of all 35 (thirty-five) shares with an aggregate nominal value of BGN 680,530 (six hundred eighty thousand five hundred and thirty Bulgarian Levs) in the share capital of **Eastern Resources OOD**, a limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 32, Avitsena Street, Sredets municipal region, 1124 Sofia, Bulgaria, uniform ID code 203263097 (hereinafter referred to as the “Company”),

**WHEREAS**, each of the Sellers wishes to sell and transfer all its shares in the Company to the Buyer and the Buyer wishes to purchase the shares from each of the Sellers,

#### THE PARTIES HEREBY AGREE AS FOLLOWS:

##### Article 1 SUBJECT MATTER

1.1. Each of the Sellers sells and transfers all its shares in the Company to the Buyer, as follows:

1.1.1. Seefin sells and transfers to the Buyer its 10 (ten) shares of the share capital of the Company, each with a nominal value of BGN 1 (one Bulgarian Lev) and an aggregate nominal value of BGN 10 (ten Bulgarian Levs);

1.1.2. Geops sells and transfers to the Buyer its 10 (ten) shares of the share capital of the Company, each with a nominal

представител съгласно пълномощно от [REDACTED] г.,  
нотариално заверено от [REDACTED]

По-долу заедно наричани „Продавачите“, и

**Ийстърн Рисорсиз (ЮК) Лтд.**, дружество с ограничена отговорност учредено и съществуващо съгласно законите на Обединеното Кралство, със седалище и адрес на управление [REDACTED], Обединено Кралство, с регистрационен номер [REDACTED] („Купувачът“), представлявано от [REDACTED], гражданин на [REDACTED], ЕГН [REDACTED], притежаващ лична карта № [REDACTED], издадена на [REDACTED] г. от [REDACTED], валидна до [REDACTED] г., в качеството си на упълномощен представител съгласно пълномощно от [REDACTED] г., нотариално заверено от [REDACTED]

Продавачите и Купувачът заедно наричани „Страните“, а поотделно – „Страната“.

**КАТО ВЗЕХА ПРЕДВИД, ЧЕ** Продавачите са собственици на всички 35 (тридесет и пет) дяла с обща номинална стойност от 680 530 (шест стотин и осемдесет хиляди петстотин и тридесет) лева в капитала на „**Източни Ресурси**“ ООД, дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Авицена“ № 32, район „Средец“, София 1124, България, ЕИК 203263097 (наричано по-долу „**Дружеството**“),

**КАТО ВЗЕХА ПРЕДВИД, ЧЕ** всеки от Продавачите иска да продаде и прехвърли всички свои дялове в Дружеството на Купувача, а Купувачът желае да купи дяловете от всеки от Продавачите,

#### СТРАНИТЕ СЕ СПОРАЗУМЯХА ЗА СЛЕДНОТО:

##### Член 1 ПРЕДМЕТ

1.1. Всеки от Продавачите продава и прехвърля всички свои дялове в Дружеството на Купувача, както следва:

1.1.1. Сийфин продава и прехвърля на Купувача своите 10 (десет) дяла от капитала на Дружеството, всеки с номинална стойност от 1 (един) лев и обща номинална стойност от 10 (десет) лева;

1.1.2. Геопс продава и прехвърля на Купувача своите 10 (десет) дяла от капитала на Дружеството, всеки с

value of BGN 1 (one Bulgarian Lev) and an aggregate nominal value of BGN 10 (ten Bulgarian Levs);

1.1.3. BMM sells and transfers to the Buyer its 10 (ten) shares of the share capital of the Company, each with a nominal value of BGN 1 (one Bulgarian Lev) and an aggregate nominal value of BGN 10 (ten Bulgarian Levs);

1.1.4. DRL sells and transfers to the Buyer its 5 (five) shares of the share capital of the Company, each with a nominal value of BGN 136,100 (one hundred thirty-six thousand and one hundred Bulgarian Levs) and an aggregate nominal value of BGN 680,500 (six hundred eighty thousand and five hundred Bulgarian Levs).

1.2. Each of the Sellers sells and transfers all its shares in the Company to the Buyer, as specified in Art. 1.1. above, free and clear from any encumbrances, in consideration for a purchase price and under terms and conditions as agreed between the Parties in a separate agreement of January 31, 2023 (the "Main Agreement").

## **Article 2 LEGAL FORM OF THE AGREEMENT. REGISTRATION**

Based on Article 129, paragraph 2 of the Commerce Act, the signatures of the Parties to the Agreement and the contents of the Agreement shall be certified by a notary public, and the transfer of the Shares shall be registered at the Company Register maintained by the Registry Agency of the Ministry of Justice of the Republic of Bulgaria.

## **Article 3 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the substantive laws of Bulgaria, without giving effect to the principles thereof relating to conflict of laws.

## **Article 4 DISPUTES**

4.1. All disputes arising out of or in connection with this Agreement, including those arising from or

номинална стойност от 1 (един) лев и обща номинална стойност от 10 (десет) лева;

1.1.3. БММ продава и прехвърля на Купувача своите 10 (десет) дяла от капитала на Дружеството, всеки с номинална стойност от 1 (един) лев и обща номинална стойност от 10 (десет) лева;

1.1.4. ДРЛ продава и прехвърля на Купувача своите 5 (пет) дяла от капитала на Дружеството, всеки с номинална стойност от 136 100 (сто тридесет и шест хиляди и сто) лева и обща номинална стойност от 680 500 (шест стотин и осемдесет хиляди и петстотин) лева.

1.2. Всеки от Продавачите продава и прехвърля всички свои дялове в Дружеството на Купувача, както са посочени в чл. 1.1. по-горе, свободни и необременени от всякакви тежести, срещу покупна цена и при други условия, които са уговорени между Страните в отделно споразумение от January 31, 2023 г. („Основният договор“).

## **Член 2 ПРАВНА ФОРМА НА ДОГОВОРА. ВПИСВАНЕ**

В съответствие с член 129, алинея 2 от Търговския закон, подписите на Страните и съдържанието на този Договор ще бъдат удостоверени от нотариус, а извършеното прехвърляне на Дружествените дялове ще бъде вписано в търговския регистър при Агенция по вписванията към Министерство на правосъдието на Република България.

## **Член 3 ПРИЛОЖИМО ПРАВО**

Настоящият Договор ще се подчинява и тълкува в съответствие с материалното право на България, без да имат действие принципите, свързани със стълкновение на норми.

## **Член 4 СПОРОВЕ**

4.1. Всички спорове, произтичащи от или във връзка с настоящия Договор,

concerning its interpretation, invalidity, performance or termination, as well as the disputes for filling gaps in this Agreement or its adaptation to newly established facts shall be referred for resolution to [please specify].

4.2. To any matter not explicitly regulated in this Agreement, the terms and conditions as set forth in the Main Agreement shall apply.

This Agreement was signed in six identical copies in English and Bulgarian language, one for each of the Parties and one to be presented to the Bulgarian Registry Agency. In case of inconsistencies between the English and Bulgarian language version of the Agreement, the Bulgarian text shall prevail.

включително и тези произтичащи от или свързани с неговото тълкуване, недействителност, изпълнение или прекратяване, както и спорове за попълване на празноти в настоящия Договор или с пригодяването му към нововъзникнали факти ще бъдат отнесени за окончателно разрешаване от .....

4.2. Всички въпроси, които не са изрично уредени в настоящия Договор, ще се уреждат от условията, посочени в Основния договор.

Този Договор е подписан в шест еднообразни екземпляра на английски и български език, по един за всяка от Страните и един да бъде представен в българската Агенция по вписванията. В случай на несъответствие между версиите на английски и български език на Договора, текстът на български език има предимство.

**FOR AND ON BEHALF OF SEEFIN CAPITAL OOD /  
ЗА И ОТ ИМЕТО НА „СИЙФИН КАПИТАЛ“ ООД:**

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Sean Maxwell Hasson / Шон Максвел Хесън  
Managing Director / Управител

**FOR AND ON BEHALF OF GEOPS - BOLKAN DRILLING SERVICES EOOD /  
ЗА И ОТ ИМЕТО НА „ГЕОПС-БОЛКАН ДРИЛИНГ СЕРВИСИС“ ЕООД:**

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Vasil Andreev / Васил Андреев  
Managing Director / Управител

**FOR AND ON BEHALF OF BALKAN MINERAL & DISCOVERY EOOD /  
ЗА И ОТ ИМЕТО НА „БОЛКАН МИНЕРАЛ ЕНД ДИСКАВЪРИ“ ЕООД:**

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Danko Zhelev / Данко Желев  
Managing Director / Управител

**FOR AND ON BEHALF OF DUNDEE RESOURCES LIMITED /  
ЗА И ОТ ИМЕТО НА „ДЪНДИ РИСОРСЕС ЛИМИТЕД“:**

**SCHEDULE "L"**  
**FORM OF DECLARATION FROM EACH VENDOR IN RESPECT OF UNPAID**  
**RENUMERATION**

(as attached)



## DECLARATION

under Art. 129, para. 2 of the Commerce Act in relation to Art. 129, para. 1 of the Commerce Act

The undersigned **Danko Zhelev Zhelev**, Bulgarian citizen, PIN 5408070585,

acting in the capacity of Managing Director

of **Balkan Mineral & Discovery EOOD**, a sole ownership limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 3, Kap. Petko Voyvoda Street, entr. A, floor 2, app. 4, 6480 Madzharovo, Bulgaria, uniform ID code 203111659,

in its capacity of shareholder of

**Eastern Resources OOD**, a limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 32, Avitsena Street, Sredets municipal region, 1124 Sofia, Bulgaria, uniform ID code 203263097 (hereinafter referred to as the "Company"), hereby

### DECLARE THAT:

the Company has no due outstanding obligations for payment of employment remunerations, compensations and mandatory health and social security contributions, including to employees who have terminated their employment up to three years prior to the date of the transfer of the shares.

I am aware of the criminal liability under Article 313 of the Penal Code for declaration of false data.

Дата / Date: ... 2023

## ДЕКЛАРАЦИЯ

по чл. 129, ал. 2 от Търговския закон във връзка с чл. 129, ал. 1 от Търговския закон

Долуподписаният, **Данко Желев Желев**, български гражданин, ЕГН 5408070585,

в качеството си на управител

на „**Болкан Минерал енд Дискавъри**“ ЕООД, еднолично дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Капитан Петко Войвода“ № 3, вх. А, ет. 2, ап. 4, Маджарово 6480, България, ЕИК 203111659,

в качеството му на съдружник в

„**Източни Ресурси**“ ООД, дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Авицена“ № 32, район „Средец“, София 1124, България, ЕИК 203263097 (наричано по-долу „Дружеството“), с настоящото

### ДЕКЛАРИРАМ, ЧЕ:

Дружеството няма неизплатени изискуеми трудови възнаграждения, обезщетения и задължителни осигурителни вноски на работниците и служителите, включително и на работниците и служителите, трудовите правоотношения с които са прекратени до три години преди прехвърлянето на дружествените дялове.

Известно ми е, че за декларирани от мен неверни данни нося отговорност по чл. 313 от Наказателния кодекс.

\_\_\_\_\_  
Danko Zhelev / Данко Желев  
Managing Director / Управител

## DECLARATION

under Art. 129, para. 2 of the Commerce Act in relation to Art. 129, para. 1 of the Commerce Act

The undersigned Jonathan Goodman, citizen of ..., born on ...,

acting in the capacity of director and legal representative

of **Dundee Resources Limited**, a limited liability company organized and existing under the laws of Canada, having its registered seat and address at 1, Adelaide Street East, 20<sup>th</sup> floor, Toronto, Ontario, Canada, corporation No 1814267,

in its capacity of shareholder of

**Eastern Resources OOD**, a limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 32, Avitsena Street, Sredets municipal region, 1124 Sofia, Bulgaria, uniform ID code 203263097 (hereinafter referred to as the "Company"), hereby

### DECLARE THAT:

the Company has no due outstanding obligations for payment of employment remunerations, compensations and mandatory health and social security contributions, including to employees who have terminated their employment up to three years prior to the date of the transfer of the shares.

I am aware of the criminal liability under Article 313 of the Penal Code for declaration of false data.

Дата / Date: ... 2023

## ДЕКЛАРАЦИЯ

по чл. 129, ал. 2 от Търговския закон във връзка с чл. 129, ал. 1 от Търговския закон

Долуподписаният, Джонатан Гудман, гражданин на ..., роден на ...,

в качеството си на управител и законен представител

на „**Дънди Ресорсес Лимитед**“, дружество с ограничена отговорност учредено и действащо съгласно законите на Канада, със седалище и адрес на управление ул. „Аделайд Стрийт Ийст“ № 1, ет. 20, Торонто, Онтарио, Канада, регистрационен номер 1814267,

в качеството му на съдружник в

„**Източни Ресурси**“ ООД, дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Авицена“ № 32, район „Средец“, София 1124, България, ЕИК 203263097 (наричано по-долу „Дружеството“), с настоящото

### ДЕКЛАРИРАМ, ЧЕ:

Дружеството няма неизплатени изискуеми трудови възнаграждения, обезщетения и задължителни осигурителни вноски на работниците и служителите, включително и на работниците и служителите, трудовите правоотношения с които са прекратени до три години преди прехвърлянето на дружествените дялове.

Известно ми е, че за декларираните от мен неверни данни нося отговорност по чл. 313 от Наказателния кодекс.

Jonathan Goodman / Джонатан Гудман  
Chief Executive Officer / Главен изпълнителен директор

## DECLARATION

under Art. 129, para. 2 of the Commerce Act in relation to Art. 129, para. 1 of the Commerce Act

The undersigned **Danko Zhelev Zhelev**, Bulgarian citizen, PIN 5408070585,

acting in the capacity of Managing Director

of **Eastern Resources OOD**, having its registered seat and address at 32, Avitsena Street, Sredets municipal region, 1124 Sofia, Bulgaria, uniform ID code 203263097 (the "Company"), hereby

### DECLARE THAT:

the Company has no due outstanding obligations for payment of employment remunerations, compensations and mandatory health and social security contributions, including to employees who have terminated their employment up to three years prior to the date of the transfer of the shares.

I am aware of the criminal liability under Article 313 of the Penal Code for declaration of false data.

Дата / Date: ... 2023

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Danko Zhelev / Данко Желев  
Managing Director / Управител

## ДЕКЛАРАЦИЯ

по чл. 129, ал. 2 от Търговския закон във връзка с чл. 129, ал. 1 от Търговския закон

Долуподписаният, **Данко Желев Желев**, български гражданин, ЕГН 5408070585,

в качеството ми на управител

на **„Източни Ресурси“ ЕООД**, със седалище и адрес на управление ул. „Авицена“ № 32, район „Средец“, София 1124, България, ЕИК 203263097 („Дружеството“), с настоящото

### ДЕКЛАРИРАМ, ЧЕ:

Дружеството няма неизплатени изискуеми трудови възнаграждения, обезщетения и задължителни осигурителни вноски на работниците и служителите, включително и на работниците и служителите, трудовите правоотношения с които са прекратени до три години преди прехвърлянето на дружествените дялове.

Известно ми е, че за декларираните от мен неверни данни нося отговорност по чл. 313 от Наказателния кодекс.

## DECLARATION

under Art. 129, para. 2 of the Commerce Act in relation to Art. 129, para. 1 of the Commerce Act

The undersigned **Vasil Kostadinov Andreev**, Bulgarian citizen, PIN 6203264643,

acting in the capacity of Managing Director

of **Geops - Bolkan Drilling Services EOOD**, a sole ownership limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 105, Zaharia Street, 4230 Asenovgrad, Bulgaria, uniform ID code 115827779,

in its capacity of shareholder of

**Eastern Resources OOD**, a limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 32, Avitsena Street, Sredets municipal region, 1124 Sofia, Bulgaria, uniform ID code 203263097 (hereinafter referred to as the "Company"), hereby

### DECLARE THAT:

the Company has no due outstanding obligations for payment of employment remunerations, compensations and mandatory health and social security contributions, including to employees who have terminated their employment up to three years prior to the date of the transfer of the shares.

I am aware of the criminal liability under Article 313 of the Penal Code for declaration of false data.

Дата / Date: ... 2023

Vasil Andreev / Васил Андреев  
Managing Director / Управител

## ДЕКЛАРАЦИЯ

по чл. 129, ал. 2 от Търговския закон във връзка с чл. 129, ал. 1 от Търговския закон

Долуподписаният, **Васил Костадинов Андреев**, български гражданин, ЕГН 6203264643,

в качеството си на управител

на „**Геопс-Болкан Дрилинг Сервисис**“ ЕООД, еднолично дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Захария“ № 105, Асеновград 4230, България, ЕИК 115827779,

в качеството му на съдружник в

„**Източни Ресурси**“ ООД, дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Авицена“ № 32, район „Средец“, София 1124, България, ЕИК 203263097 (наричано по-долу „Дружеството“), с настоящото

### ДЕКЛАРИРАМ, ЧЕ:

Дружеството няма неизплатени изискуеми трудови възнаграждения, обезщетения и задължителни осигурителни вноски на работниците и служителите, включително и на работниците и служителите, трудовите правоотношения с които са прекратени до три години преди прехвърлянето на дружествените дялове.

Известно ми е, че за декларирани от мен неверни данни нося отговорност по чл. 313 от Наказателния кодекс.

## DECLARATION

under Art. 129, para. 2 of the Commerce Act in relation to Art. 129, para. 1 of the Commerce Act

The undersigned **Sean Maxwell Hasson**, Irish citizen, born on 17 December 1972,

acting in the capacity of Managing Director

of **Seefin Capital OOD**, a limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 32, Avitsena Street, Sredets municipal region, 1124 Sofia, Bulgaria, uniform ID code 201517593,

in its capacity of shareholder of

**Eastern Resources OOD**, a limited liability company organized and existing under the laws of the Republic of Bulgaria, having its registered seat and address at 32, Avitsena Street, Sredets municipal region, 1124 Sofia, Bulgaria, uniform ID code 203263097 (hereinafter referred to as the "Company"), hereby

### DECLARE THAT:

the Company has no due outstanding obligations for payment of employment remunerations, compensations and mandatory health and social security contributions, including to employees who have terminated their employment up to three years prior to the date of the transfer of the shares.

I am aware of the criminal liability under Article 313 of the Penal Code for declaration of false data.

Дата / Date: ... 2023

## ДЕКЛАРАЦИЯ

по чл. 129, ал. 2 от Търговския закон във връзка с чл. 129, ал. 1 от Търговския закон

Долуподписаният, **Шон Максвел Хесън**, ирландски гражданин, роден на 17 декември 1972 г.,

в качеството си на управител

на **„Сийфин Капитал“ ООД**, дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Авицена“ № 32, район „Средец“, София 1124, България, ЕИК 201517593,

в качеството му на съдружник в

**„Източни Ресурси“ ООД**, дружество с ограничена отговорност учредено и действащо съгласно законите на Република България, със седалище и адрес на управление ул. „Авицена“ № 32, район „Средец“, София 1124, България, ЕИК 203263097 (наричано по-долу „Дружеството“), с настоящото

### ДЕКЛАРИРАМ, ЧЕ:

Дружеството няма неизплатени изискуеми трудови възнаграждения, обезщетения и задължителни осигурителни вноски на работниците и служителите, включително и на работниците и служителите, трудовите правоотношения с които са прекратени до три години преди прехвърлянето на дружествените дялове.

Известно ми е, че за декларираните от мен неверни данни нося отговорност по чл. 313 от Наказателния кодекс.

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Sean Hasson / Шон Хесън  
Managing Director / Управител

**EXHIBIT "A"**  
**GOVERNMENT RIGHTS FOR EACH PROPERTY**

1. Under Art. 3 of the Bulgarian Underground Resources Act ("URA"), underground resources are exclusive property of the State.
2. Under Art. 14 of URA, through the term of a prospecting and exploration permit and the term of a mining concession, the holder of the permit, respectively the concessionaire, is joint owner with the State of the acquired geological information/documentation. Following the termination of the permit/concession, the whole acquired information is handed over to and becomes sole ownership of the State.
3. Under Art. 34 of URA, the granted mining concession allows the concessionaire to become owner of the acquired underground resources from the respective deposit in accordance with the terms and conditions of the executed concession contract.
4. Under Art. 74 of URA, the registration of commercial discovery of underground resources and its entry in the register of discoveries of underground resources does not change the ownership, purpose and use of the land on the surface. Granted prospecting and exploration permits or mining concessions entitle the permit holder or concessionaire to independently take appropriate legal and factual actions to reach an agreement with the owners of the land in the area of the permit whose rights impede or hinder the implementation of the activities under the permit or concession and the relevant contract.
5. Under Art. 60 of URA, the holder of a prospecting and exploration permit is obliged to pay to the State annual fee for the area in which prospecting and exploration activities are conducted.
6. Under Art. 61 of URA, a concessionaire of mining concession is obliged to pay to the State concession payment for the granted mining rights.