

24 August 2023

By Online Lodgement

**Attention:** Manager  
Company Announcements  
ASX Ltd  
20 Bridge Street  
Sydney, NSW 2000

Norton Rose Fulbright Australia  
ABN 32 720 868 049  
Level 30, 108 St Georges Terrace  
PERTH WA 6000  
AUSTRALIA

Tel +61 8 6212 3222  
Fax +61 8 6212 3444  
GPO Box P1225, Perth WA 6844  
DX 139 Perth  
nortonrosefulbright.com

**Direct line**  
+61 8 6212 3100

**Email**  
marc.tan@nortonrosefulbright.com

**Our reference:**  
4062444

Dear Sir / Madam,

**Eurasian Resources Group s.a.r.l. (ERG) - Form 603 notice of initial substantial shareholder**

We act for ERG in relation to its subscription for shares in Far East Gold Ltd ACN 639 887 219 (**FEG**).

On behalf of ERG and pursuant to section 671B(1) of the *Corporations Act 2001* (Cth), we enclose for lodgement on the ASX an ASIC Form 603: Notice of initial substantial holder.

A copy of the notice has also been provided to FEG today.

Yours faithfully

A handwritten signature in black ink, appearing to read "David Jewkes".

David Jewkes  
Partner  
Norton Rose Fulbright Australia

# Form 603

Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme Far East Gold Limited

ACN/ARSN 639 887 219

### 1. Details of substantial holders (1)

Name ERG International Investments B.V.; Eurasian Resources Group B.V.; Eurasian Resources Group S.a.r.l. (together, **ERG Group Entities**); Committee of the State Property and Privatisation of the Ministry of Finance of the Republic of Kazakhstan (**Kazakhstan MOF**); Silverfjord Holding S.a.r.l.; Westfjord Capital S.a.r.l.; Mrs Mukadaskhan Ibragimova (together, **Ibragimova Entities**); ALM Management S.a.r.l.; ALM Luxembourg Holdings S.a.r.l.; ALM New Group S.a.r.l.; and Mr Alexander Machkevitch (together, **Machkevitch Entities**)

ACN/ARSN (if applicable) N/A

The holders became substantial holders on 22 August 2023

### 2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes	Voting power (6)
Ordinary shares	16,000,000	16,000,000	6.21%

### 3. Details of relevant interests

The nature of the relevant interests the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
ERG International Investments B.V.	Relevant interest under section 608(1)(a) of the Corporations Act as the holder of the shares acquired pursuant to an issue of shares under the subscription agreement annexed to this form as Annexure A.	16,000,000 ordinary shares
Eurasian Resources Group B.V.	Relevant interest under section 608(3)(b) of the Corporations Act as the controller of ERG International Investments B.V.	16,000,000 ordinary shares
Eurasian Resources Group S.a.r.l.	Relevant interest under section 608(3)(b) of the Corporations Act as the controller of Eurasian Resources Group B.V.	16,000,000 ordinary shares
Committee of the State Property and Privatisation of the Ministry of Finance of the Republic of Kazakhstan	Relevant interest under section 608(3)(a) of the Corporations Act as the holder of voting power above 20% in Eurasian Resources Group S.a.r.l.	16,000,000 ordinary shares
Silverfjord Holding S.a.r.l.	Relevant interest under section 608(3)(a) of the Corporations Act as the holder of voting power above 20% in Eurasian Resources Group S.a.r.l.	16,000,000 ordinary shares
Westfjord Capital S.a.r.l.	Relevant interest under section 608(3)(b) of the Corporations Act as the controller of Silverfjord Holding S.a.r.l.	16,000,000 ordinary shares
Mrs Mukadaskhan Ibragimova	Relevant interest under section 608(3)(b) of the Corporations Act as the controller of Westfjord Capital S.a.r.l.	16,000,000 ordinary shares
ALM Management S.a.r.l.	Relevant interest under section 608(3)(a) of the Corporations Act as the holder of voting power above 20% in Eurasian Resources Group S.a.r.l.	16,000,000 ordinary shares

ALM Luxembourg Holdings S.a.r.l.	Relevant interest under section 608(3)(b) of the Corporations Act as the controller of Eurasian Resources Group S.a.r.l.	16,000,000 ordinary shares
ALM New Group S.a.r.l.	Relevant interest under section 608(3)(b) of the Corporations Act as the controller of ALM Luxembourg Holdings S.a.r.l.	16,000,000 ordinary shares
Mr Alexander Machkevitch	Relevant interest under section 608(3)(b) of the Corporations Act as the controller of ALM New Group S.a.r.l.	16,000,000 ordinary shares

#### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
ERG Group Entities	ERG International Investments B.V.	ERG International Investments B.V.	16,000,000 ordinary shares
Kazakhstan MOF			
Ibragimova Entities			
Machkevitch Entities			

#### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-Cash	
ERG Group Entities	22 August 2023	\$0.25 per share	N/A	16,000,000 ordinary shares
Kazakhstan MOF				
Ibragimova Entities				
Machkevitch Entities				

#### 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

#### 7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
ERG International Investments B.V.	Piet Heinkade 55, 1019GM Amsterdam, The Netherlands
Eurasian Resources Group B.V.	Piet Heinkade 55, 1019GM Amsterdam, The Netherlands
Eurasian Resources Group S.a.r.l.	9 rue Sainte Zithe, L-2763 Luxembourg
Committee of the State Property and Privatisation of the Ministry of Finance of the Republic of Kazakhstan	c/o Eurasian Resources Group S.a.r.l, 9 rue Sainte Zithe, L-2763 Luxembourg
Silverfjord Holding S.a.r.l	c/o Eurasian Resources Group S.a.r.l, 9 rue Sainte Zithe, L-2763 Luxembourg
Westfjord Capital S.a.r.l	c/o Eurasian Resources Group S.a.r.l, 9 rue Sainte Zithe, L-2763 Luxembourg

Mrs Mukadaskhan Ibragimova	c/o Eurasian Resources Group S.a.r.l, 9 rue Sainte Zithe, L-2763 Luxembourg
ALM Management S.a.r.l	c/o Eurasian Resources Group S.a.r.l, 9 rue Sainte Zithe, L-2763 Luxembourg
ALM Luxembourg Holdings S.a.r.l	c/o Eurasian Resources Group S.a.r.l, 9 rue Sainte Zithe, L-2763 Luxembourg
ALM New Group S.a.r.l	c/o Eurasian Resources Group S.a.r.l, 9 rue Sainte Zithe, L-2763 Luxembourg
Mr Alexander Machkevitch	c/o Eurasian Resources Group S.a.r.l, 9 rue Sainte Zithe, L-2763 Luxembourg

## Signature

print name Pedro Laco capacity Head of Investments and M&A

sign here



date 23 August 2023

### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

## ANNEXURE A – Subscription Agreement

This is Annexure A of 22 pages (including this page) and is a true copy of the Subscription Agreement referred to in Form 603, Notice of Initial Substantial Shareholder dated 23 August 2023 .

I certify that the information contained in this Annexure A is true and correct.

Signed



PEDRO LACO

Name (BLOCK LETTERS)

Head of Investments and M&A

Capacity

## Subscription agreement

Far East Gold Limited ACN 639 887 219

ERG International Investments B.V.

## TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION	3
2	SUBSCRIPTION	8
3	MANNER OF PAYMENT	10
4	POST-SUBSCRIPTION RIGHTS AND OBLIGATIONS	11
5	COMPANY WARRANTIES	11
6	INVESTOR WARRANTIES	13
7	LIMITATIONS ON LIABILITY	15
8	CONFIDENTIALITY	16
9	PUBLIC ANNOUNCEMENTS	16
10	GOODS AND SERVICES TAX	17
11	NOTICES	17
12	GENERAL	18

THIS AGREEMENT is made on 12 August 2023

---

## PARTIES

Name	Far East Gold Limited
ACN	639 887 219
Short Name:	<b>FEG or Company</b>
Notice details	Address: Level 18, 324 Queen Street, Brisbane, Queensland, Australia 4000 Attention: Shane Menere Email: shane.menere@fareast.gold
Name	ERG International Investments B.V.
KVK Number	82259909
Short Name	<b>ERG or Investor</b>
Notice details	Address: Piet Heinkade 55, Amsterdam, Netherlands Attention: Hiba Abi Haidar Email: <a href="mailto:hiba.abihaidar@erg.net">hiba.abihaidar@erg.net</a> Copy to: <a href="mailto:nl.legal@erg.net">nl.legal@erg.net</a> <a href="mailto:lux.legal@erg.net">lux.legal@erg.net</a>

together, the **Parties**.

## Background

- A The Company is an Australian public company.
- B The Investor wishes to invest in the Company.
- C The Investor has agreed that it, or its nominee, will subscribe for the Subscription Shares at the Subscription Price and the Company has agreed to issue the Subscription Shares to the Investor or its nominee, on the terms and conditions of this agreement.
- D The Parties have agreed to enter into this agreement to record the terms of the Subscription.

## 1 DEFINITIONS AND INTERPRETATION

---

### 1.1 Definitions

In this agreement, unless the context requires otherwise, the following words and phrases have the meaning given to them immediately below:

**ASIC**

means the Australian Securities and Investments Commission.

---

Level 27, 111 Eagle Street  
Brisbane QLD 4000

+61 7 3309 7000  
**admin@grtlawyers.com**  
**www.grtlawyers.com**  
ABN 31 152 230 478

GPO Box 2778  
Brisbane QLD 4001

<b>ASX</b>	means ASX Limited (ACN 008 624 691) or the financial market operated by it (as the context requires).
<b>ASX Listing Rules</b>	means the listing rules of the ASX.
<b>Business Day</b>	means a day which is not a Saturday, Sunday or public holiday in Queensland, Australia.
<b>Claim</b>	means in relation to a person, any claim, cause of action, proceeding, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
<b>Cleansing Notice</b>	means notice given by the Company to ASX in accordance with section 708A(5) of the Corporations Act that complies with section 708A(6) of the Corporations Act.
<b>Company Warranties</b>	means the representations and warranties given by the Company to the Investor pursuant to clause 5.1 and set out in Schedule 1 (Warranties).
<b>Completion</b>	means the completion of the issue and allotment of the Subscription Shares to the Investor on the Subscription Date, and payment of the Subscription Price in accordance with this agreement, and <b>Complete</b> has a corresponding meaning.
<b>Confidential Information</b>	<p>means this agreement and all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the Parties before, on or after the date of this agreement relating to the business, Mining Tenements or other affairs of the Party who provides the information, but excludes information which:</p> <ul style="list-style-type: none"> <li>a) is in or becomes part of the public domain other than through a breach of this agreement or an obligation of confidence owed to the Party to whom the information belongs or to which (or the assets of which) it relates;</li> <li>b) the recipient of the information can prove was already known to it at the time of disclosure by the Party to whom the information belongs (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or</li> <li>c) the recipient acquires from a source other than the Party to whom the information belongs, where such source was entitled to disclose it to the recipient.</li> </ul>
<b>Corporations Act</b>	means the <i>Corporations Act 2001 (Cth)</i> .
<b>Due Diligence Material</b>	means all documents and information provided in writing by the Company and its advisers to the Investor and its advisers prior to the Execution Date for the purpose of carrying out a due diligence investigation of the Company, its business and the Mining Tenements, including any answers to questions raised by the Investor or its advisers in relation to one or more

	documents provided, or the contents of any one or more of those documents.
<b>Duty</b>	means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.
<b>Encumbrance</b>	means any Security Interest, encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.
<b>Equity Securities</b>	has the meaning given to it in Chapter 19 of the ASX Listing Rules.
<b>Event of Insolvency</b>	<p>means in respect of a person (including a Party):</p> <ol style="list-style-type: none"> <li>a) a receiver, manager, receiver and manager, trustee, administrator, controller or similar officer is appointed in respect of that person or any asset of that person;</li> <li>b) a liquidator or provisional liquidator is appointed in respect of that person where they are a corporation;</li> <li>c) any application (not being an application withdrawn or dismissed within 14 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purposes of: <ol style="list-style-type: none"> <li>i. appointing a person referred to in paragraphs (a) or (b);</li> <li>ii. winding up that person where they are a corporation; or</li> <li>iii. proposing or implementing a scheme of arrangement in respect of that person; or</li> <li>iv. any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of that person if they are an individual or their estate under any Insolvency Provision;</li> </ol> </li> <li>d) a moratorium of any debts of that person, or an official assignment, or a composition, or an arrangement (formal or informal) with that person's creditors, or any similar proceeding or arrangement by which the assets of that person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared, or agreed to, or is applied for and the application is not withdrawn or dismissed within 14 days;</li> </ol>

	<ul style="list-style-type: none"> <li>e) that person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or</li> <li>f) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of that person.</li> </ul>
<b>Execution Date</b>	means the date on which the last of the Parties executes this agreement.
<b>Fairly Disclosed</b>	means disclosed in sufficient detail so as to enable a reasonable investor to identify the nature and significance of the relevant matter, event or circumstance.
<b>Government Authority</b>	means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.
<b>Insolvency Provision</b>	means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any law under which a liquidator or trustee in bankruptcy may satisfy or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.
<b>Investor Warranties</b>	means the representations and warranties given by the Investor to the Company pursuant to clause 6.
<b>Loss</b>	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
<b>Mining Tenements</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a) the Trenggalek Project;</li> <li>b) the project known as the Woyla project, which is a 24,260ha 6th generation coppergold project located in the Aceh region in North Sumatra;</li> <li>c) the Wonogiri Project which is a 3,928ha copper and gold project located in Central Java; and</li> <li>d) the three Queensland, Australian projects known as Hill 212, Blue Grass Creek and Mount Clark West,</li> </ul> <p>which are owned and operated by the Company.</p>
<b>Official Quotation</b>	means quotation by ASX.
<b>Party</b>	means a party to this agreement and <b>Parties</b> means both of them.
<b>PPSA</b>	means the <i>Personal Property Securities Act 2009</i> (Cth).

<b>Sophisticated or Professional Investor</b>	means a person to whom an offer of securities would not require disclosure, because the offer fits within either: <ul style="list-style-type: none"> <li>a) section 708(8) of the Corporations Act; or</li> <li>b) section 708(11) of the Corporations Act.</li> </ul>
<b>Security Interest</b>	has the meaning given in section 12 of the PPSA.
<b>Share</b>	means a fully paid ordinary share in the capital of the Company.
<b>Subscription</b>	means the subscription by the Investor for the Subscription Shares on the terms set out in this agreement.
<b>Subscription Date</b>	means 15 August 2023, or such other date agreed in writing between the Parties.
<b>Subscription Price</b>	means \$4,000,000 in aggregate, being payable for the issue of all of the Subscription Shares.
<b>Subscription Shares</b>	means 16,000,000 Shares, to be issued to the Investor in consideration for the payment of the Subscription Price, in accordance with the terms and conditions of this agreement.
<b>Trenggalek Expansion</b>	means the proposed expansion of the Trenggalek Project through MoEMR Decree No. 266.K/MB.01.MEM.B/2022 re Guidelines of Application, Evaluation and Processing of The Expansion of Mining Business License Area (WIUP) and Special Mining Business License Area (WIUPK) for the Purpose of Mineral and Coal Conservation (MoEMR Decree 266/2022) including surrounding areas (Kebokemulung & Kumbokarno) (also referred to as the Kebo and Kumbo Projects) to increase the area of the Trenggalek Project and any expansions to such projects whether covered by the same IUP, known by any other name or if such expansion is achieved through any other means different to that described herein.
<b>Trenggalek Project</b>	means the operation mining licence issued or granted by the relevant authorities in the Republic of Indonesia called the advanced 12,813 hectare Izin Usaha Pertambangan – Operasi Produksi (IUP-OP), entitling the holder to undertake exploration and mining operations on the land the subject of the licence, being located in the Sunda-Banda Arc in the East Java Province of Indonesia. The Trenggalek Project's IUP-OP was granted on 24 June 2019 and is valid for ten years until 24 June 2029 with the ability for the Company to extend the IUP-OP for two further ten-year periods.
<b>Warranties</b>	means the Company Warranties or the Investor Warranties as the context requires, and <b>Warranty</b> has a corresponding meaning.

## 1.2 Interpretations

In this agreement, headings are for convenience only and do not affect the interpretation of this agreement, and unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedules and annexures;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to time is to Brisbane, Queensland time;
- (f) a reference to "\$", "A\$" or "dollar" is a reference to Australian currency;
- (g) a reference to a Party to this agreement, and a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, 'for example' or similar expressions;
- (k) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this agreement or any part of it; and
- (l) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed of the event must occur on or by the next business day.

## 2 SUBSCRIPTION

---

### 2.1 Subscription and issue

- (a) Subject to the terms and conditions of this agreement, the Investor agrees to subscribe for, and the Company agrees to allot and issue to the Investor, the Subscription Shares in consideration for the payment of the Subscription Price by the Investor to the Company.
- (b) By executing this Agreement, the Investor hereby:
  - (i) applies and subscribes for the Subscription Shares;
  - (ii) agrees to become a member of the Company with respect to the Subscription Shares; and
  - (iii) agrees to be bound by the constitution of the Company.

- (c) The Investor may prior to the Subscription Date, nominate a nominee to subscribe for the Subscription Shares provided that the Investor will remain responsible to the Company for the performance of the Investor's obligations under this agreement.

## **2.2 Time and place of Completion**

Completion shall occur on the Subscription Date at the offices of the Company's solicitors (GRT Lawyers), at Level 27 111 Eagle Street, Brisbane QLD, Australia or if the Parties agree, by the exchange of emails or electronic correspondence on the Subscription Date.

## **2.3 Payment of Subscription Price and Investor deliverables at Completion**

At Completion the Investor shall:

- (a) pay to the Company (or its nominee) the Subscription Price in accordance with clause 3.1; and
- (b) deliver to the Company (or its nominee) evidence of payment as specified in clause 3.2 of the Subscription Price.

## **2.4 Issue of Subscription Shares at Completion**

- (a) At Completion the Company shall:
  - (i) allot and issue the Subscription Shares to the Investor free from all Encumbrances; and
  - (ii) enter or cause the Investor's name to be entered in the Company's register of members as the holder of the Subscription Shares.
- (b) The Subscription Shares will:
  - (i) on issue, rank equally with all other ordinary shares on issue on the Company; and
  - (ii) be issued subject to:
    - (A) the Constitution;
    - (B) the Corporations Act; and
    - (C) the ASX Listing Rules.

## **2.5 Completion**

- (a) In respect of Completion:
  - (i) the obligations of the Parties under this agreement are interdependent;
  - (ii) unless all obligations of the Parties are complied with and fully effective, Completion will not occur; and
  - (iii) all actions required to be performed will be taken to have occurred simultaneously on the Subscription Date.
- (b) If any obligation specified in clauses 2.1 to 2.4 (inclusive) is not performed on the due date, then without prejudice to any other rights of the Parties, any document delivered or payment made under any of those clauses must be returned to the Party that delivered such document or paid such amount.

## 2.6 Acknowledgement of trust by Company

The Company acknowledges that upon receipt of the Subscription Price, the Company holds all and any such monies on trust in favour of the Investor until such time that the Subscription Shares are issued to the Investor in accordance with this agreement.

## 2.7 Failure to complete

If a Party (Defaulting Party) does not complete any of the requirements under any of clauses 2.1 to 2.4 (inclusive) when required to do so other than as a result of default by the other Party, the non-defaulting Party (Notifying Party) may give the Defaulting Party written notice requiring it to comply with its obligations under the relevant clause, and Complete the Subscription within 5 Business Days of receipt of the notice (Notice to Complete).

## 2.8 Specific performance or termination

If the Defaulting Party fails to comply with its obligations under the relevant clause within 5 Business Days of receipt of a Notice to Complete, the Notifying Party may at its election either:

- (a) undertake proceedings to seek specific performance of the agreement; or
- (b) terminate this agreement by written notice to the Defaulting Party.

In either case, the Notifying Party may seek damages for the default.

## 2.9 Termination of agreement

If this agreement is terminated then:

- (a) subject to clause 2.9(b), each Party is released from its obligations under this agreement; and
- (b) each Party retains the rights it has against the other Party in connection with any breach or Claim that has arisen before termination.

A termination of this agreement under this clause 2.9 will not affect any other rights the Parties have against one another at law or in equity.

## 3 MANNER OF PAYMENT

---

### 3.1 Payment of Subscription Price into the Company's bank account

On or prior to 4:00pm on the Subscription Date, the Investor must pay or cause to be paid the Subscription Price, either by bank transfer in immediately available funds to the account the details of which are below (the **Bank Account**), or by such other means that the Company agrees to accept:

FEG Bank Account Name	Far East Gold Ltd
FEG Address	Level 18, 324 Queen Street, Brisbane, Qld 4000, Australia
Bank Name	Westpac
Swift Code	<b>WPACAU2S</b> or if the sending bank requires 11 characters, use WPACAU2SXXX
Account Number	034001628794

Bank Address	260 Queen Street, Brisbane, Qld 4000, Australia
--------------	--

### 3.2 Evidence of payment

- (a) Where the Subscription Price is deposited into the Bank Account, the evidence referred to in clause 2.3(a) shall be a SWIFT (or other) confirmation of the transmittance to the Bank Account issued by the Investor's bank.
- (b) Where the payment of the Subscription Price is satisfied by some means other than the deposit of the Subscription Price into the Bank Account as the Company has agreed to accept, then the evidence referred to in clause 2.3(a) shall be such evidence as the Company in its absolute discretion requires.

## 4 POST-SUBSCRIPTION RIGHTS AND OBLIGATIONS

---

### 4.1 Parties' rights and obligations after Completion

- (a) Immediately following Completion, the Company must:
  - (i) apply to ASX for, and use its best endeavours to obtain, Official Quotation of the Subscription Shares by ASX;
  - (ii) deliver or cause to be delivered to the Investor a statement of holding for the Subscription Shares; and
  - (iii) file with ASIC and ASX all appropriate forms and documents in connection with the issue of the Subscription Shares to the Investor including an Appendix 2A.
- (b) Within 5 Business Days following Completion, the Company must issue a Cleansing Notice in respect of the Subscription Shares, or if the Company is unable to issue a Cleansing Notice lodge a prospectus for the purposes of section 708A(11) of the Corporations Act.

### 4.2 Use of Subscription Price

After Completion, the Company agrees to invest the Subscription Price as follows:

- (a) \$2,000,000 in drilling and associated activities for an advanced exploration and development program to further explore and develop the existing prospects in the Trenggalek Project; and
- (b) \$2,000,000 (**Expansion Funding**) either:
  - (i) for the Trenggalek Expansion; or
  - (ii) if the Company determines that it cannot reasonably achieve the Trenggalek Expansion on commercially acceptable terms, then investing the balance of the Expansion Funding (that being the amount not expended on pursuing the Trenggalek Expansion), on further exploration and development of the Trenggalek Project.

## 5 COMPANY WARRANTIES

---

### 5.1 Accuracy of the Company Warranties

Subject to clause 5.2 the Company represents and warrants to the Investor that each Warranty is true and correct and not misleading in any material respect on the Execution Date and will

remain true and correct and not misleading in any material respect until and including the Subscription Date.

## **5.2 Separate Warranties**

Each Warranty is to be treated as a separate representation and warranty. The interpretation of any statement made may not be restricted by reference to or inference from any other statement except as expressly stated.

## **5.3 No extinguishment**

The Warranties are not extinguished or affected by any investigation made by or on behalf of the Investor into the affairs of the Company or by any other event or matter unless the Investor has given a specific release or waiver or to the extent the Claim relates to a matter which was Fairly Disclosed to the Investor before the date of this agreement.

## **5.4 Inducement**

The Company acknowledges that:

- (a) it has made and given the Warranties with the intention of inducing the Investor to enter into this agreement; and
- (b) the Investor has entered into this agreement in full reliance on the Warranties.

## **5.5 Qualifications**

Each Company Warranty is to be read down and qualified by:

- (a) any information Fairly Disclosed to the Investor by the Company in the Due Diligence Materials on or prior to the Execution Date; or
- (b) the acknowledgements and covenants of the Investor contained in clause 5.7; and
- (c) any information that would have been known to the Investor had the Investor conducted searches on or before 2 Business Days prior to the Execution Date of the records open to public inspection maintained by ASIC,

which is or may be inconsistent with that Warranty, and to the extent that any Warranty is incorrect or misleading having regard to any such information, that Warranty is to be read down to the extent of the inconsistency. Amounts recoverable by the Investor in respect of any breach of Warranty will be reduced to the extent that the breach arises by reason of or in relation to any such information.

## **5.6 No warranties about forecast information**

The Company does not make any representations or warranties that any estimates, projections, forecasts or other forward looking information provided to the Investor in the Due Diligence Materials, or otherwise, is accurate or complete.

## **5.7 Preparation of Due Diligence Material**

- (a) The Company covenants that:
  - (i) the Due Diligence Material was prepared in good faith and reasonable care has been taken in the compiling, preparing and furnishing the Due Diligence Material for the purposes of informing the Investor about the Company and the activities of the Company, and in doing so the Company has not deliberately:
    - (A) omitted anything material from the Due Diligence Material; or

- (B) included anything materially misleading in the Due Diligence Material; and
- (ii) following issue of the Cleansing Notice or prospectus contemplated in clause 4.1(b), any Due Diligence Material that might have constituted inside information will have been made generally available.

## **5.8 Qualifications with respect to Due Diligence Material**

- (a) Except as may be agreed in writing between the Company and the Investor or is expressly provided for in a Warranty:
  - (i) the Company does not make or give any representation, guarantee or warranty, express or implied, other than the Warranties;
  - (ii) at no time has the Company or any person on its behalf given any representation, warranty, promise or undertaking in respect of the future financial performance or prospects of the Company;
  - (iii) the Due Diligence Material provided to the Investor has been prepared to assist the Investor in its own independent review of the Company, and is provided solely for information purposes;
  - (iv) the Investor has relied entirely upon its own assessment and advice in relation to:
    - (A) the businesses, assets, financial position and affairs of the Company; and
    - (B) any person who may be or become directly or indirectly interested in participating in assuming any contractual obligations or liabilities in relation to the Company,
 subject only to the right to rely on those matters (if any) expressly warranted in any agreement in writing which may hereafter be made with the Company;
  - (v) any opinions expressed in the Due Diligence Material are based on the knowledge and attitudes of the persons forming the opinion at the date that the opinion was formed and may have ceased or may in the future cease to be appropriate in the light of subsequent knowledge or attitudes. No representation is made by the Company as to the reasonableness of any opinion or the matters upon which it may be based;
- (b) Except as may be agreed in writing between the Company and the Investor or is expressly provided for in a Warranty, the Investor further covenants and agrees that, in the absence of fraud, wilful misconduct, or gross negligence on the part of the Company, to the full extent permitted by law, the Company does not accept any liability, whether direct or indirect or consequential, for any Loss suffered or incurred by the Investor as a result of, by reason of, or in connection with the provision or use of any opinions, estimates, projections, business plans, budgets or forecasts in connection with the Company.

## **6 INVESTOR WARRANTIES**

---

### **6.1 Accuracy of Investor warranties**

The Investor represents and warrants to the Company that, on the Execution Date and separately on the Subscription Date, except as otherwise fairly disclosed by the Investor to the Company in writing prior to the date of this agreement:

- (a) **(Registration)**: it is a corporation as that expression is defined in the Corporations Act, registered (or taken to be registered) and validly existing under the Corporations Act;
- (b) **(Authority)**: it has full power and authority to enter into this agreement and to perform its obligations under it;
- (c) **(Corporate authorisations)**: it has taken all necessary action to authorise the execution, delivery and performance by it of this agreement in accordance with its terms;
- (d) **(Binding obligations)**: this agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms;
- (e) **(No Event of Insolvency)**: no Event of Insolvency has occurred in relation to the Investor, nor is there any act which has occurred or to the best of its knowledge, is anticipated to occur which is likely to result in an Event of Insolvency in relation to the Investor;
- (f) **(Sophisticated or Professional Investor)**: to the extent the Subscription Shares are being offered to the Investor in Australia, it is a Sophisticated or Professional Investor, either by meeting the criteria as set out under section 708(8) or section 708(11) of the Corporations Act.

## 6.2 Qualifications

Each Investor Warranty is to be read down and qualified by:

- (a) any information fairly, fully and accurately disclosed in all material respects to the Company by the Investor on or prior to the Execution Date; or
- (b) any information fairly, fully and accurately disclosed in all material respects in writing by the Investor prior to the Execution Date to:
  - (i) the Company; or
  - (ii) any professional advisers of the Company;
- (c) the acknowledgements and covenants of the Investor contained in clause 5.7; and
- (d) any information that would have been disclosed to the Company had the Company conducted searches prior to the Execution Date of records open to public inspection maintained by a Government Authority,

which is or may be inconsistent with that Warranty, and to the extent that any Warranty is incorrect or misleading having regard to any such information, that Warranty is deemed not to have been given. No amount will be recoverable by the Company in respect of any breach of

Warranty to the extent that the breach arises by reason of or in relation to any such information.

### **6.3 No warranties about forecast information**

The Investor does not make any representations or warranties that any estimates, projections, forecasts or other forward looking information provided to the Company is accurate or complete.

## **7 LIMITATIONS ON LIABILITY**

---

### **7.1 Maximum limitation**

Notwithstanding any other clause of this agreement, or any other right (whether arising under this agreement, under any statute, by common law or otherwise), the maximum liability of either Party to the other Party under this agreement is the Subscription Price

### **7.2 Time limitation**

Neither Party (the **Claimant**) may make a Claim against the other Party (the **Other Party**) for or in connection with any breach of any Warranty unless a notice in writing containing reasonable particulars of the Claim (including particulars of the alleged Loss) is given by the Claimant to the Other Party on or before the date being 12 months after the Completion Date, and proceedings are initiated and served in a court of competent jurisdiction in respect of the Claim within 6 months from receipt by the Other Party of the Claimant's written notice of the Claim.

### **7.3 Future events**

Neither Party will be liable under or in connection with this agreement (including for any breach of Warranty) for any Loss incurred by the other Party to the extent attributable to:

- (a) a change in law or the interpretation of a law; or
- (b) the enactment of any legislation or the announcement by a government or Government Authority of its intention to enact any legislation or any administrative practice or ruling (including if it takes effect retrospectively),

after the Execution Date, except to the extent the first Party was aware prior to the Execution Date that such change, enactment or announcement was proposed.

### **7.4 Right to remedy or mitigate loss**

Neither Party will be liable under or in connection with any breach of Warranty for any Loss incurred by the other Party to the extent that the Loss is remedied or mitigated within 10 Business Days from the date a notice is given under clause 7.5.

### **7.5 Notice of breach of Warranty**

If before Completion, either Party (the **First Party**) becomes aware of a breach of any Warranty given by it, it must immediately give notice to the other Party (such notice to give full and complete details of the breach and its consequences to the extent known by the First Party).

### **7.6 Recovery under other rights and entitlements**

- (a) Neither Party (the **Paying Party**) is liable under a claim for any Loss that the other Party (the **Recovering Party**) recovers or is compensated for by any other means, whether by way of contract, indemnity or otherwise (including under any policy of insurance).

- (b) If after the Paying Party has made a payment to Recovering Party with respect to a Claim, the Recovering Party recovers or is compensated by any other means for any Loss which gave rise to that Claim, then the Recovering Party must pay to the Paying Party the lesser of:
- (i) the amount of the Loss which has been recovered or compensated of; and
  - (ii) the amount paid by the Paying Party with respect to the relevant Claim,
- within 10 Business Days following receipt of that compensation by the Recovering Party.

## **8 CONFIDENTIALITY**

---

- (a) All Confidential Information exchanged between the Parties under this agreement or during negotiations preceding this agreement is confidential to them and may not be disclosed to any person except:
- (i) to employees, shareholders, legal advisers, auditors and other consultants requiring the information for the purposes of this agreement;
  - (ii) with the consent of the Party who supplied the information;
  - (iii) if a Party is required to do so by law or a stock exchange (including the ASX Listing Rules);
  - (iv) to a financier or prospective financier or investor (or their advisers) of a Party; or
  - (v) if a Party is required to do so in connection with legal proceedings relating to this agreement.
- (b) A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving the Confidential Information from it do not disclose the Confidential Information except in the circumstances permitted in this clause 8.
- (c) The obligations under this clause contain obligations separate and independent from the other obligations of the Parties and remain in existence until 31 July 2024, regardless of any termination of this agreement.

## **9 PUBLIC ANNOUNCEMENTS**

---

### **9.1 Public announcements**

Subject to clause 9.2, no Party may, before or after the Subscription Date, make or send a public announcement, communication or circular concerning the transactions referred to in this agreement unless it has first obtained the other Party's written consent. That consent is not to be unreasonably withheld or delayed and should be completed within 48 hours of signing this agreement.

### **9.2 Public announcements required by law**

- (a) Nothing in Clause 9.1 shall restrict any Party from complying what it reasonably believes are its obligations under ASX Listing Rule 3.1 or section 674 of the Corporations Act.
- (b) Where a Party intends to make an announcement or press release to the ASX with respect to this agreement in compliance with what it reasonably believes are its obligations under ASX Listing Rule 3.1 or section 674 of the Corporations Act, if practicable it shall first consult with, and provide a draft of the announcement to, and

take into account the reasonable requests of the other Party with respect to the wording of that announcement or press release.

## 10 GOODS AND SERVICES TAX

---

### 10.1 Supply

If any supply made under this agreement is subject to GST the party to whom the supply is made (**Recipient**) must pay to the party making the supply (**Supplier**), subject to the Supplier issuing to the Recipient a valid Tax Invoice complying with the GST Law, an additional amount equal to the GST payable on that supply. The additional amount is payable at the same time and in the same manner as the consideration for the supply, unless a Tax Invoice has not been issued in which case the additional amount is payable on receipt of a Tax Invoice. This sub-clause does not apply to the extent that the consideration for a supply is expressed to be GST inclusive.

### 10.2 Reimbursement

If any party is required to reimburse or indemnify the other party for a cost, expense or liability (**Cost**) incurred by the other party, the amount of that Cost for the purpose of this agreement is the amount of the Cost incurred less the amount of any credit or refund of GST which the party incurring the Cost (or the representative member of any GST Group of which that party is a member) is entitled to claim in respect of the Cost. In such an event, the party incurring and claiming the Cost shall provide to the other party any necessary documentation as reasonably required by the other party to substantiate such reimbursement or indemnification.

### 10.3 Interpretation

In this clause:

**GST** means the tax that is imposed under the GST Law.

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any replacement or other relevant legislation and regulations, except that GST Law also includes any other legislation enacted to validate, recapture or recoup tax collected as GST.

**Tax Invoice** means a document that complies with the requirements of the GST Law for a tax invoice.

## 11 NOTICES

---

### 11.1 Method

All notices, requests, demands, consents, approvals, offers, agreements or other communications ("**notices**") given by a Party under or in connection with this agreement must be:

- (a) in writing;
- (b) signed by a person duly authorised by the sending Party or, if transmitted by e-mail, the e-mail must be sent by a person duly authorised by the sending Party;
- (c) directed to the recipient's address (as specified in clause 11.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by e-mail to that address.

### 11.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.30pm on a Business Day, on delivery, otherwise at 9.30am on the next Business Day;
- (b) if sent by prepaid post:
  - (i) within Australia, on the third Business Day after the date of posting;
  - (ii) to or from a place outside Australia, on the seventh Business Day after the date of posting; or
- (c) if transmitted by e-mail, on the first Business Day after the date of transmission.

### **11.3 Address of Parties**

Unless varied by notice in accordance with this clause, the Parties' addresses and other details are set out in the “**PARTIES**” section at the commencement of this agreement.

## **12 GENERAL**

---

### **12.1 Entire agreement**

This agreement constitutes the entire agreement between the Parties in relation to its subject matter. All prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to that subject matter are replaced by this agreement and have no further effect.

### **12.2 No merger**

The provisions of this agreement will not merge on completion of any transaction contemplated in this agreement and, to the extent any provision has not been fulfilled, will remain in force.

### **12.3 Attorneys**

Each person who executes this agreement on behalf of a Party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this agreement under that power.

### **12.4 Amendment**

This agreement may not be amended or varied unless the amendment or variation is in writing signed by both Parties.

### **12.5 Assignment**

A Party must not:

- (a) sell, transfer, delegate, assign, licence; or
- (b) create any Security Interest over,

any right or obligation under this agreement without the prior written consent of the other Parties save for in the event of an assignment by the Investor to an affiliate in terms of which the Investor shall provide the Company with not less than 10 (ten) days' prior written notice.

### **12.6 Approvals**

Subject to any law to the contrary and unless this agreement expressly provides otherwise, where the doing or execution of any act, matter or thing is dependent on consent or approval

of a Party, that consent or approval may be given or withheld in the absolute discretion of that Party.

#### **12.7 Severability**

Part or all of any provision of this agreement that is illegal or unenforceable will be severed from this agreement and will not affect the continued operation of the remaining provisions of this agreement.

#### **12.8 Waiver**

Waiver of any power or right under this agreement:

- (a) must be in writing signed by the Party entitled to the benefit of that power or right; and
- (b) is effective only to the extent set out in that written waiver.

#### **12.9 Further assurances**

Each Party must do or cause to be done all things necessary or reasonably desirable to give full effect to this agreement and the transactions contemplated by it (including, but not limited to, the execution of agreements).

#### **12.10 Costs**

- (a) Each Party must bear its own legal, accounting and other costs for the preparation and execution of this agreement.
- (b) All Duty assessed on or in respect of this agreement shall be paid by the Investor.

#### **12.11 Counterparts**

This agreement may be executed in any number of counterparts and all counterparts taken together will constitute one document.

#### **12.12 Time of the essence**

Time is of the essence in the performance of all obligations under this agreement.

#### **12.13 Governing law and jurisdiction**

This agreement is governed by and is to be construed in accordance with the laws of Queensland, Australia and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.

## Schedule 1 – Warranties

The Company represents and warrants to the Investor that:

- (a) **(Registration)**: it is a corporation as that expression is defined in the Corporations Act, registered (or taken to be registered) and validly existing under the Corporations Act;
- (b) **(Authority)**: it has full power and authority to enter into this agreement and to perform its obligations under it;
- (c) **(Corporate authorisations)**: it has taken all necessary action to authorise the execution, delivery and performance by it of this agreement in accordance with its terms;
- (d) **(Binding obligations)**: this agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms;
- (e) **(No Breach)**: the execution, delivery and performance by the Company of this agreement complies with:
  - (i) all applicable laws;
  - (ii) its constitution; and
  - (iii) any agreement, deed, trust, document or other arrangement;
- (f) **(Shares fully paid)**: there are no shares in the Company on issue apart from ordinary shares;
- (g) **(Other securities)**: it is not obligated to issue or allot any ordinary shares or other securities, and the Company has not granted any person the right to call for the issue or allotment of any ordinary shares or other securities other than as announced to ASX or pursuant to remuneration and service arrangements;
- (h) **(Issue of Subscription Shares)**: it has full power and authority and has obtained all third-party consents necessary to allot and issue the Subscription Shares to the Investor in accordance with applicable law;
- (i) **(Ranking)**: the Subscription Shares will be credited as fully paid and rank pari passu in all respects with all other Shares on issue;
- (j) **(Title to Subscription Shares)**: upon issue of the Subscription Shares, the Investor will acquire full legal and beneficial title to the Subscription Shares, free and clear of any Encumbrance;
- (k) **(Mining Tenements)**: except as otherwise disclosed to the Investor in the Due Diligence Material;
  - (i) it is the legal and beneficial owner of the Mining Tenements, free from any Encumbrances, and there is no agreement to give or create any security or third party interest and no claim has been made by any person to be entitled to any interest of that kind in relation to the Mining Tenements;
  - (ii) it has complied in all material respects with the terms and conditions for the Mining Tenements and all relevant legislation;
  - (iii) the Mining Tenements is valid, in good standing and is in full force and effect;
  - (iv) there is no matter of which the Company is aware which would be reasonably likely to result in the Mining Tenements being revoked; and
  - (v) it has not received written notice from any governmental agency alleging any breach of any material condition of the Mining Tenements; proposing or

effecting any revocation, suspension, cancellation, non-renewal or material variation of the Mining Tenements.

- (l) **(Licenses and approvals)**: except as otherwise Fairly Disclosed to the Investor in the Due Diligence Material, the Company and its subsidiaries hold all permits, licenses, authorities, registrations and approvals necessary for properly carrying on its business and in particular, the Mining Tenements, and the Company is not aware of any circumstance or fact which may result in the revocation, variation or non-renewal in any material respect of any such permits, licenses, authorities, registrations or approvals;
- (m) **(Compliance with applicable laws)**: the Company:
  - (i) is not, and none of its subsidiaries is, to the best of their knowledge and belief, in breach of any material provision of any applicable law or any legally binding requirement of ASIC or ASX or any other undertaking or instrument or authorisation, all court or administrative order binding on it; and
  - (ii) has complied with all its disclosure requirements under the Corporations Act and the ASX Listing Rules and there is no material information or circumstances where the Company is obliged to notify ASX about pursuant to ASX Listing Rule 3.1 and it has not withheld any information in reliance on the exemption in ASX Listing Rule 3.1A, other than in respect of the transactions contemplated by this agreement; and
- (n) **(Material disclosure)**:
  - (i) to the best of the Company's knowledge and belief:
    - (A) all information concerning the Company, the Mining Tenements or the Shares supplied to the Investor or its agents, employees or advisers by the Company or its employees is true, complete and accurate in all material respects, and is not misleading or deceptive;
    - (B) no representation, warranty or document made or furnished by the Company in connection with this agreement contains any material error or misstatement nor does it omit to state any material fact.
- (o) **(No Event of Insolvency)**: no Event of Insolvency has occurred in relation to the Company or any of its subsidiaries, nor is there any act which has occurred or to the best of its knowledge, is anticipated to occur which is likely to result in an Event of Insolvency in relation to the Company or any of its subsidiaries;
- (p) **(No litigation)**: to the best of the Company's knowledge, there is no pending or threatened proceeding or investigation affecting the Company or any of its subsidiaries before a court, authority, commission, governmental agency or arbitrator, and the Company is not aware of any facts or circumstances likely to lead to any material prosecution, litigation or arbitration involving the Company or any person for whom the Company may be liable;
- (q) **(No unsatisfied judgments)**: there is no unsatisfied judgement, order, award or decision of any court against the Company or any of its subsidiaries in respect of the Mining Tenements or the Shares currently on issue;
- (r) **(Investigations)**: the Company, its subsidiaries, and any of its respective directors are not the subject of any investigation by any regulatory body of any country nor is any such investigation pending or threatened;
- (s) **(Tax Investigations)**: the Company, its subsidiaries, and any of its respective directors are not the subject of any investigation or audit by the tax office of any country or state nor is any such investigation or audit pending or threatened.

EXECUTED by the Parties as an agreement.

**Executed by Far East Gold Limited ACN 167 426 931** in accordance with section 127 of *Corporations Act 2001* (Cth)



---

Director

PAUL THOMAS WALKER

---

Print full name of Director



---

Director/Secretary

SHANE MENERE

---

Print full name of Director/Secretary

**Executed by ERG International Investments B.V.** in accordance with the laws in the place of its incorporation:



---

Authorised Signatory

Eurasian Resources Group Management B.V. represented by Pedro Laco by virtue of a Power of Attorney dated 11 August 2023

---

Print full name of Representative



---

Authorised Signatory

ENRC Management (UK) Ltd represented by Pedro Laco by virtue of a Power of Attorney dated 11 August 2023.

---

Print full name of Representative